

BOARD OF COUNTY COMMISSIONERS

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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

August 28, 2025
5:00 p.m.

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

OFFICIAL SESSION:

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

PROCLAMATION/RECOGNITION:

PUBLIC HEARING:

1. Consideration of a Petition 1364-25-A, 1246 Hwy. 314, Fayette Co, LLC, Owner, and Xavier Hill, Agent, request to rezone 45.412 acres from R-40 (Single-Family Residential) to A-R (Agricultural-Residential). On August 12, 2025, the applicant submitted a request to withdraw this rezoning petition. (pages 5-55)
2. Consideration of a Petition 1364-25-B, 1246 Hwy. 314 Fayette Co, LLC, Owner, and Xavier Hill, Agent, request to rezone 45.412 acres from R-40 (Single-Family Residential) to A-R (Agricultural-Residential). On August 12, 2025, the applicant submitted a request to withdraw this rezoning petition. (pages 56-106)
3. Consideration of Petition 1365-25, Parcel 0724 002, fronting on Coastline Road; Piper Nichole Victoria Hill and Edward Gene Gibbons, Jr., Owners, request to rezone 53.81 acres from R-70 (Single-Family Residential) to A-R (Agricultural-Residential). (pages 107-177)
4. Consideration of Petition No. 1366-25, Jerry M. Gable, Owner, & Christine Flanigan, Agent, request to rezone 31.144 acres from R-45 Conditional (Single-Family Residential) to A-R (Agricultural-Residential).; property located in Land Lots 73 & 88 of the 5th District and fronts on S. Jeff Davis Drive and Dixon Circle. (pages 178-219)

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:

5. Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Mary Burns, in the amount of \$291.11 for tax year 2023. (pages 220-221)
6. Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Matt Geipel, in the amount of \$1,086.74 for tax year 2024. (pages 222-223)
7. Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Tracy Henders, in the amount of \$4,319.67 for tax years 2022, 2023, and 2024. (pages 224-225)
8. Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Board of Assessors for Christina Munro, in the amount of \$401.28 for tax year 2024. (pages 226-227)
9. Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Ann Railsback, in the amount of \$634.00 for tax year 2024. (pages 228-229)
10. Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Angela Salemi, in the amount of \$1,682.89 for tax year 2024. (pages 230-231)
11. Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Carrie Sanders, in the amount of \$310.95 for tax year 2023. (pages 232-233)
12. Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Board of Assessors for Mary Sargent, in the amount of \$1,015.79 for tax years 2023 and 2024. (pages 234-235)
13. Approval to accept the right-of-way dedication known as "10' R/W Dedication," and the newly constructed internal local road known as "Dansby Way", for a total of 1.81 acres, as shown on the Bernhard Farms Final Plat, recorded July 21, 2025, in Plat Book 102, Pages 172-174 and the Deed of Right of Way, dated January 7, 2025, per Fayette County Code requirements. (pages 236-240)
14. Approval to accept the right-of-way dedication known as "Right-of-Way Dedication, 0.12 Acres," as shown on the Plat prepared for Rabai Investments, LLC, dated February 21, 2025, and the Warranty Deed dated March 31, 2025, per Fayette County Code requirements. (pages 241-245)
15. Approval to accept the newly constructed internal local roads known as Huntcliff Drive, Bent Willow Lane, Laurel Crest Drive, and Longwood Drive, as shown on the Final Plat of Huntcliff Manor - Phase I, recorded June 11, 2024 in Plat Book 101, Pages 650-655 and the Right of Way Deed, dated June 27, 2024, per Fayette County Code requirements. (pages 246-252)
16. Approval to accept the right-of-way dedication known as "10' Right-of-Way Dedication Strip 0.9653 AC," as per the Minor Final Plat for QTS Fayetteville I, LLC recorded in Plat Book 101, Page 656 and the Quitclaim Deed dated February 20, 2025, recorded in Deed Book 5814, Pages 250-254. (pages 253-258)
17. Approval to accept the right-of-way dedication known as "Right-of-Way Dedication to Fayette County .07808 AC," as per the Right-of-Way Dedication Plat for QTS Fayetteville I, LLC recorded in Plat Book 101, Page 553 and the Quitclaim Deed dated March 13, 2025, recorded in Deed Book 5814, Pages 247-249. (pages 259-262)

18. Approval to accept the right-of-way dedication known as "Right of Way Dedication Tract 4,533 SQFT," shown on the Plat for Iris Williams, recorded in Plat Book 52, Page 117, and the Warranty Deed dated February 13, 2025, per Fayette County Code requirements. (pages 263-267)
19. Approval to add Bernhard Farms subdivision to Fayette County's Street Light Program. (pages 268-270)
20. Approval of the Water Committee's recommendation to close Lake McIntosh Park on October 9 - 12, 2025, for the Greater Atlanta Air Show. (pages 271-287)
21. Approval of August 14, 2025 Board of Commissioners Meeting Minutes. (pages 288-292)

OLD BUSINESS

NEW BUSINESS:

22. Consideration of a request from Jeff Lindsey Communities, developer of Bernhard Farms, seeking authorization for the use of motorized cart travel on Dansby Way within the subdivision, in accordance with Article III Motorized Carts of the Fayette County Code. (pages 293-296)
23. Request to award Contract #2584-B; Justice Center Buildout-Construction to Eastern Builders Inc., in the amount of \$12,380,341.40. (pages 297-302)
24. Request to approve a twenty (20) year lease term acceptance with the option of three (3) additional five (5) year terms, for a tower site at Huddleston Road for Public Safety Radio System (#1428-P), as outlined in the terms and conditions. (pages 303-332)
25. Request to approve a twenty (20) year lease term acceptance with the option of four (4) additional five (5) year terms, for a tower site at Commerce Street/Highway 138 for Public Safety Radio System (#1428-P), as outlined in the terms and conditions. (pages 333-357)
26. Request to submit a Rural and Tribal Assistance Pilot Program (RTA) grant application to the U.S. Department of Transportation's Build America Bureau for engineering and design services up to \$2,500,000. (pages 358-383)
27. Request to approve Change Order No.1 to ARCADIS Contract #2378-S; Task Order 25-04, in the amount of \$114,058.00, to provide additional detailed design services to finalize the Chlorine Disinfection and Chemical Upgrades Projects for both Crosstown and South Fayette Water Treatment Plants for a total not-to-exceed amount of \$313,985.00. (pages 384-398)
28. Request to award Contract No. 2535-P; Emergency Generators for Crosstown Water Treatment Plant to Georgia Power for purchase and installation of two fixed generators and transfer switch for a not-to-exceed amount of \$4,228,090.00. (page 399-402)
29. Request to enter into a revised agreement with Georgia Department of Transportation (GDOT) PI 0013726 in the amount of \$2,041,498.22 to supply all construction engineering and contract supervision for water distribution line relocations, adjustments and improvements on State Routes 74 and 54 in Peachtree City. (pages 403-422)
30. Request to award Contract No. 2571-B; Trilith Tank Booster Pump Station to Sol Construction, LLC in the amount of \$1,620,000.00 for construction of the booster pump station for newly constructed metal elevated water storage tank at the Trilith Studios property. (pages 423-428)

31. Request to approve the Access Road Agreement with the Town of Brooks, the Fayette County Board of Education, and Liberty Tech Charter School Inc. (pages 429-445)

ADMINISTRATOR'S REPORTS:

A: Contract 2552-B; Utility Locating (pages 446-449)

B: Contract 2561-A; Dried Residuals Removal (pages 450-451)

C: Contract 2573-S; SeaQuest (pages 452-454)

D: Contract 2589-A; Vegetation Grinding Services (pages 455-456)

E: Contract 2594-A; Dust Control Services (pages 457-458)

F: Contract 2603-A; Starrs Mill Renovation (pages 459-461)

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

COUNTY AGENDA REQUEST

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Department: Planning & Zoning

Presenter(s): Debbie Bell, Director

Meeting Date: Thursday, August 28, 2025

Type of Request: Public Hearing #1

Wording for the Agenda:

Consideration of a Petition 1364-25-A, 1246 Hwy. 314, Fayette Co, LLC, Owner, and Xavier Hill, Agent, request to rezone 45.412 acres from R-40 (Single-Family Residential) to A-R (Agricultural-Residential). On August 12, 2025, the applicant submitted a request to withdraw this rezoning petition.

Background/History/Details:

The lot is a legal lot and will meet or exceed the requirements of the A-R zoning district. The Future Land Use Map designates this area as Low Density Residential, which has a 1-acre minimum parcel size. Since A-R is less dense, requiring a 5-acre minimum lot, the request to rezone to A-R is appropriate & consistent with the Future Land Use Map & Comprehensive Plan as a less intense use. Staff recommends CONDITIONAL APPROVAL of the request to rezone to A-R, subject to the following: 1. All parcels that are the subject of this petition shall be combined by a recorded final plat within 180 days of the approval of the petition or prior to the submittal of a site development plan, whichever comes first.

On August 7, 2025, the Planning Commission voted 5-0 to recommend DENIAL of the request to rezone to A-R, Agricultural-Residential. Planning Commission members listened to the concerns of residents from adjacent and nearby neighborhoods and determined that, in this instance, rezoning to A-R had the potential to adversely affect the existing use or usability of adjacent or nearby property. Sec. 110-200. – Standards for map amendment (rezoning) evaluation. (2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.

What action are you seeking from the Board of Commissioners?

On August 12, 2025, the applicant submitted a request to withdraw this rezoning petition.

If this item requires funding, please describe:

No funding is required for this request.

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

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

Approved by Finance Not Applicable

Reviewed by Legal No

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

PETITION NO: 1364-25-A

REQUESTED ACTION: **A.** Rezone Parcel No.1306-011 (45.412 acres) from R-40 (Single-Family Residential) to A-R (Agriculture-Residential); this parcel is labelled as Tract I in the attached survey.

PROPOSED USE: Single-Family Residential and A-R Wedding/Event Facility

EXISTING USE: Single-Family Residential and Agricultural

LOCATION: 1246 Hwy 314 N

DISTRICT/LAND LOT(S): 13th District, Land Lot 219

ACREAGE: 45.412 acres (This is part A of a 2-parcel request, which is for 50.15 acres, total.)

OWNER(S): 1246 Hwy 314 Fayette Co LLC

APPLICANT(S): 1246 Hwy 314 Fayette Co LLC

AGENT(S): Xavier Hill

PLANNING COMMISSION PUBLIC HEARING: August 7, 2025, 7:00 PM

BOARD OF COMMISSIONERS PUBLIC HEARING: August 28, 2025, 5:00 PM

APPLICANT'S INTENT

- *On August 12, 2025, the applicant presented a request to withdraw the rezoning petition.*

The applicant proposes to rezone two parcels, with a total of 50.15 acres, from R-40 (Single-Family Residential) to A-R (Agricultural-Residential) for the purposes of use as a single-family residence and for operating an A-R Wedding/Event Venue.

Petition 1364-25-A is a request to rezone Parcel No. 1306-011, 45.412 acres, from R-40 to A-R.

PLANNING COMMISSION RECOMMENDATION

1364-25-A: On August 7, 2025, the Planning Commission voted 5-0 to recommend **DENIAL** of the request to rezone 45.412 acres to A-R, Agricultural-Residential. Planning Commission members listened to the concerns of residents from adjacent and nearby neighborhoods and determined that, in this instance, rezoning to A-R had the potential to adversely affect the existing use or usability of adjacent or nearby property.

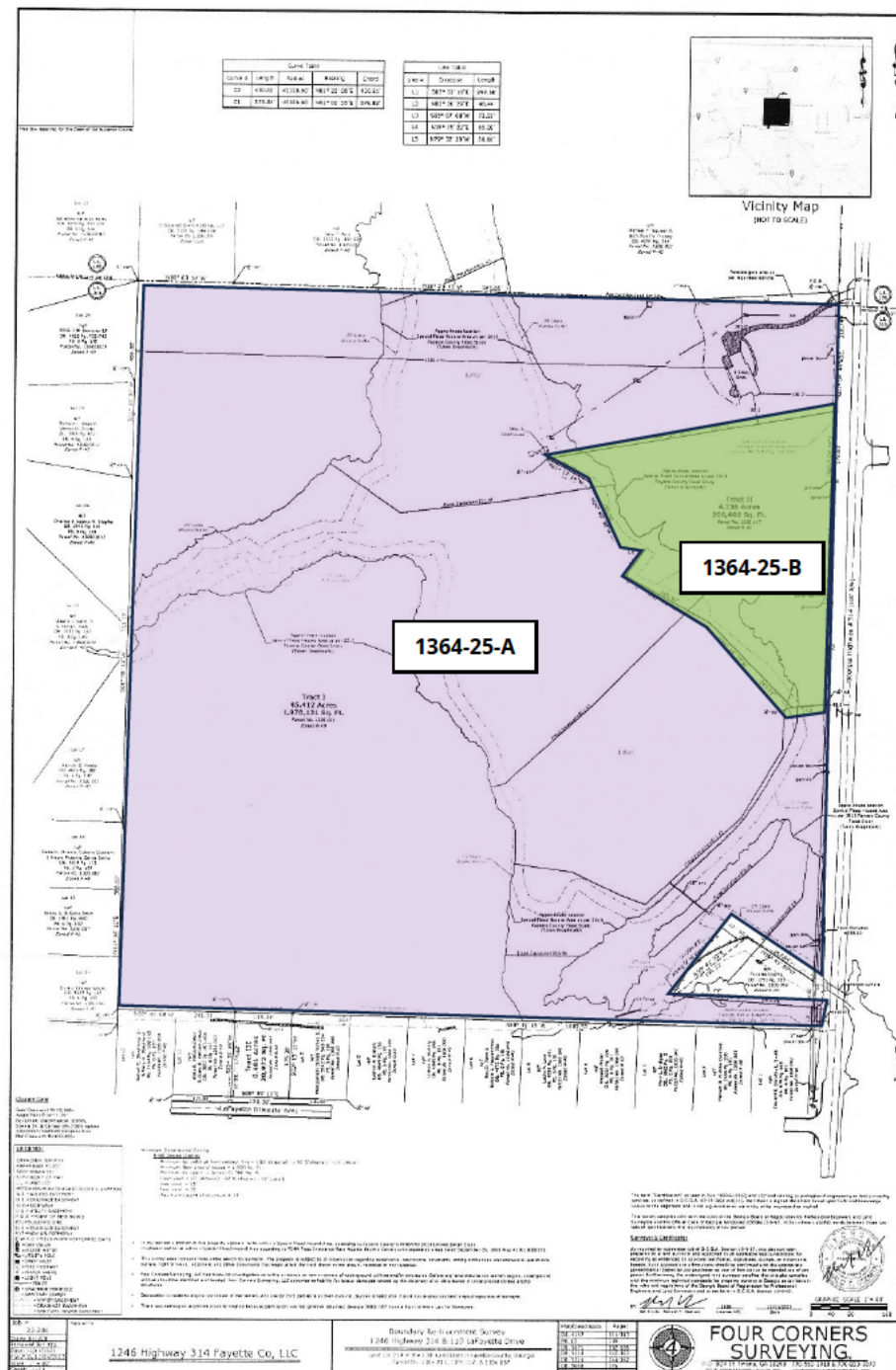
Sec. 110-200. – Standards for map amendment (rezoning) evaluation. (2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.

STAFF RECOMMENDATION

As defined in the Fayette County Comprehensive Plan's Future Land Use Plan, Low Density Residential is designated for this area, so the request for A-R zoning, which is a lower density district, is appropriate. The second parcel that is part of this request, Parcel 1306-117, does not meet the minimum lot size for the A-R zoning. Therefore, a condition is recommended to ensure it is combined with the larger parcel, which will resolve this issue. Based on the Investigation and Staff Analysis, Planning & Zoning Staff recommends **CONDITIONAL APPROVAL** of the request for a zoning of A-R, Agricultural-Residential, subject to the following:

1364-25-A:

1. All parcels that are the subject of this petition shall be combined by a recorded final plat within 180 days of the approval of the petition or prior to the submittal of a site development plan, whichever comes first.



INVESTIGATION**A. GENERAL PROPERTY INFORMATION**

Petition No. 1364-25-A - Parcel 1306 011 is a legal lot. The parcel and the existing house meet or exceed the requirements of the A-R zoning district.

Petition No. 1364-25-B - Parcel 1306 117 is a legal lot in the R-40 zoning district. It does not contain the required minimum acreage for the A-R zoning district (5.0 acres). Therefore, staff has added the condition that it be combined with Parcel 1306 011, which will make the project fully compliant with A-R zoning criteria. Staff has reviewed this condition with the applicant, and they agree to it.

The property has 1 single-family home and is otherwise used for agricultural purposes.

GDOT will review and approve access engineering & construction plans within their jurisdiction if the site is developed further. GDOT is in charge of all driveways on the State Route.

B. ZONING & DEVELOPMENT HISTORY:

The R-40 zoning was part of a blanket zoning approved in 1971.

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

C. SURROUNDING ZONING AND USES

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

Direction	Acreage	Zoning	Use	Comprehensive Plan/Future Land Use Map
North	85; 60	G-B; R-40	Undeveloped; Single-Family Residential	General Business; Low Density residential
East (across Hwy 314)	100+	R-40	Single-Family Residential	Low Density Residential
West	100+	R-40	Single-Family Residential	Low Density Residential
South	100+	R-40	Single-Family Residential	Low Density Residential

D. COMPREHENSIVE PLAN

Future Land Use Plan: The subject property lies within an area designated for Low Density Residential uses on the Future Land Use Plan map. This request **DOES** conform to the Fayette County Future Land Use Plan, in that the proposed zoning is a less intense use.

E. DEPARTMENTAL COMMENTS

- ☐ **Water System** – FCWS has no objections to the rezoning.
- ☐ **Public Works**
 - **Road Frontage Right of Way Dedication** – State Route 314 right of way governed by GDOT.
 - **Traffic Data** -- In 2023 GDOT reports State Route 314 had 10,400 vehicles per day north the intersection of Hwy 279.
 - **Sight Distance and access** -- GDOT will issue all driveway permits.
- ☐ **Environmental Management**
 - **Floodplain Management** -- The property **DOES NOT** contain floodplain per FEMA FIRM panel 13113C0019E dated September 26, 2008. The property **DOES** contain additional floodplain delineated in the Fayette County 2013 Limited Dewberry Flood Study.
 - **Wetlands** -- The property **DOES NOT** contain wetlands per the U.S. Department of the Interior, Fish and Wildlife Service 1994 National Wetland Inventory Map.
 - **Watershed Protection** -- There **ARE** state waters located on the subject property, and it **WILL BE** subject to the Fayette County Article VII Watershed Protection Ordinance. The owner should reference the various sections of the document prior to any development within buffered areas.
 - **Groundwater** -- The property **IS NOT** within a groundwater recharge area.
 - **Post Construction Stormwater Management** -- This development **WILL BE** subject to the Post-Development Stormwater Management Ordinance if re-zoned and developed with more than 5,000 square feet of impervious surface, or as applicable if developed as an A-R Wedding/Event venue.
 - **Dams and Impoundment** -- Dickson Lake Dam located on the property requesting to be rezoned has been assessed by Georgia Department of Natural Resources EPD Safe Dams Program to be a Class 1, high hazard dam. Property owner(s) are required to meet all safe dam requirements by EPD Safe Dams Program.
 - **Landscape and Tree Replacement Plan** -- This development **WILL BE** subject to the landscaping requirements of the conditional use permit if developed as an A-R Wedding/Event Venue.
- ☐ **Environmental Health Department** – This office has no objection to the proposed rezoning. This does not constitute approval of any future use or proposals for these properties.

- **Fire** – The Fire Marshals Office approves of this rezoning under the condition that the proposed Bed and Breakfast meets the requirements of Fayette County Ordinances Chapter 12, Article VI stating that such occupancies shall be protected by an automatic fire sprinkler system that provides coverage as per NFPA 13R throughout the entire structure.

STANDARDS

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

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

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

STAFF ANALYSIS

1. The subject property lies within an area designated for Residential Uses. This request does conform to the Fayette County Comprehensive Plan in terms of the Land Use Plan as A-R is a less intensive use than the Low Density residential defined on the Future Land Use Plan.
2. The area around the subject property is an area that already has various residential uses. It is staff's opinion that the zoning proposal is not likely to have an adverse impact on nearby residential uses.
3. It is staff's opinion that an agricultural-residential use would not generate a greater number of daily vehicle trips than would a single-family residential use situated on this same parcel. Staff does not think this development will have an adverse impact on utilities or schools.
4. The proposal is consistent in character and use with the immediate surrounding uses, as these are medium to large lot residential uses, with a trend toward rural character.

ZONING DISTRICT STANDARDS

Sec. 110-125. A-R, Agricultural-Residential District.

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

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

- (1) Single-family dwelling;
- (2) Residential accessory structures and uses (see article III of this chapter);
- (3) Growing of crops and the on-premises sale of produce and agricultural products, provided 50 percent of the produce/products sold shall be grown on-premises;
- (4) Plant nurseries and greenhouses (no sales of related garden supplies);
- (5) Raising of livestock; aquaculture, including pay fishing; apiary (all beehives shall comply with the required setbacks); and the sale thereof; and
- (6) One semi-trailer/box truck utilized as a farm outbuilding, provided the property is a minimum of five acres and the semi-trailer/box truck is only used to store agricultural items.

(c) *Conditional uses.* The following conditional uses shall be allowed in the A-R zoning district provided that all conditions specified in article VII of this chapter. Conditional uses, nonconformances, transportation corridor overlay zone, and commercial development standards are met:

- (1) Aircraft landing area;
- (2) Animal hospital, kennel or veterinary clinic;
- (3) A-R bed and breakfast inn;
- (4) A-R wedding/event facility;
- (5) Cemetery;
- (6) Church and/or other place of worship;
- (7) Colleges and university, including, but not limited to: classrooms, administration, housing, athletic fields, gymnasium, and/or stadium;
- (8) Commercial driving range and related accessories;
- (9) Child care facility;
- (10) Deer processing facility.
- (11) Developed residential recreational/amenity areas;
- (12) Farm outbuildings, including horse stables, auxiliary structures, and greenhouses (permanent or temporary);
- (13) Golf course (minimum 18-hole regulation) and related accessories;
- (14) Home occupation;
- (15) Horse show, rodeo, carnival, and/or community fair;

- (16) Hospital;
- (17) Kennel (see animal hospital, kennel, and/or veterinary clinic);
- (18) Private school, including, but not limited to: classrooms, administration, playground, housing, athletic fields, gymnasium, and stadium;
- (19) Processing, packaging, or handling of perishable agricultural products (i.e. fruits and vegetables) which are grown on premises;
- (20) Recreation centers and similar institutions owned by nonprofit organizations as so registered with the state secretary of state office;
- (21) Religious tent meeting; and
- (22) Shooting range, outdoor.

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

- (1) Lot area: 217,800 square feet (five acres).
- (2) Lot width: 250 feet.
- (3) Floor area: 1,200 square feet.
- (4) Front yard setback:
 - a. Major thoroughfare:
 - 1. Arterial: 100 feet.
 - 2. Collector: 100 feet.
 - b. Minor thoroughfare: 75 feet.
- (5) Rear yard setback: 75 feet.
- (6) Side yard setback: 50 feet.
- (7) Building height.
 - a. 35 feet as defined in article III of this chapter.
 - b. The limitation on height shall not apply to agricultural structures such as storage barns, silos, or other types of structure not normally designed for human occupation except that when an agricultural structure exceeds the maximum building height the minimum distance from property lines to any building shall be increased one foot for every two feet or part thereof of building height over 35 feet.

(e) *Special regulations.* Prior to the issuance of development and/or building permits, a site plan, as applicable, shall be submitted to the zoning administrator and approved by the appropriate county officials. This requirement shall apply to all permitted uses and conditional uses allowed in the AR zoning district except single-family dwellings; residential accessory structures; growing crops and the on-premises sale of produce at agricultural stands of 100 square feet or less of floor area; growing and seasonal sale of Christmas trees; plant nursery, landscape tree farm, or greenhouse operations existing prior to the effective date of June 26, 2003; and the raising and/or selling of livestock.

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

Sec. 110-169. - Conditional use approval.

(2) Conditional uses allowed.

g. A-R wedding/event facility. The facility shall be utilized for private and public weddings and events by a third party who provides some form of consideration to the owner or his/her agent. The facility shall not be utilized for concerts, sporting events, or vehicle racing. A horse show, rodeo, carnival, community fair, and/or religious tent meeting shall also be allowed as regulated in this article and this section and the most restrictive conditions shall apply. A business office and/or structures utilized for event preparation and sanitation shall be allowed in conjunction with the A-R wedding and event facility. Allowed in the A-R zoning district.

1. Minimum lot size: fifteen acres.
2. These facilities shall not be permitted on a lot which accesses a road designated as an internal local road by the county thoroughfare plan and/or the county engineer.
3. Facilities which access an unpaved county-maintained road are limited to 12 weddings/events per calendar year. A wedding/event permit from the planning and zoning department is required prior to holding the wedding/event.
4. A minimum 100 foot setback shall separate all buildings and areas utilized for weddings and events from any abutting residential zoning district. Otherwise all buildings and areas utilized for weddings and events shall meet the minimum A-R setbacks.
5. Adequate off-street parking shall be required and a 50-foot setback shall separate parking areas from any abutting residential zoning district. A prepared surface is not required for the parking areas. However, any parking area with a prepared surface shall comply with article VIII. Off-street parking and service requirements of the development regulations and must be depicted on a sketch, drawn to scale on a survey of the lot. Grassed and gravel parking areas shall be exempt from nonresidential development landscape requirements of the county development regulations. The following is required for gravel parking areas:
 - (i) Exterior and interior parking aisles shall be terminated at both ends by a landscape island.

(ii) Landscape islands shall be provided for each 150 feet of continuous parking length.

(iii) One canopy tree, six feet high at planting, is required per landscape island.

Paved parking areas shall meet Article V, pertaining to "Non-residential development landscape requirements," of the county development regulations.

6. Hours of operation for weddings and events shall be between the hours of 9:00 a.m. and 10:00 p.m. on weekdays and 9:00 a.m. and 11:00 p.m. on weekends. These hours of operation shall not limit the setup and cleanup time before and after the wedding or event.

7. All structures utilized in association with weddings and events shall meet all applicable building and fire codes.

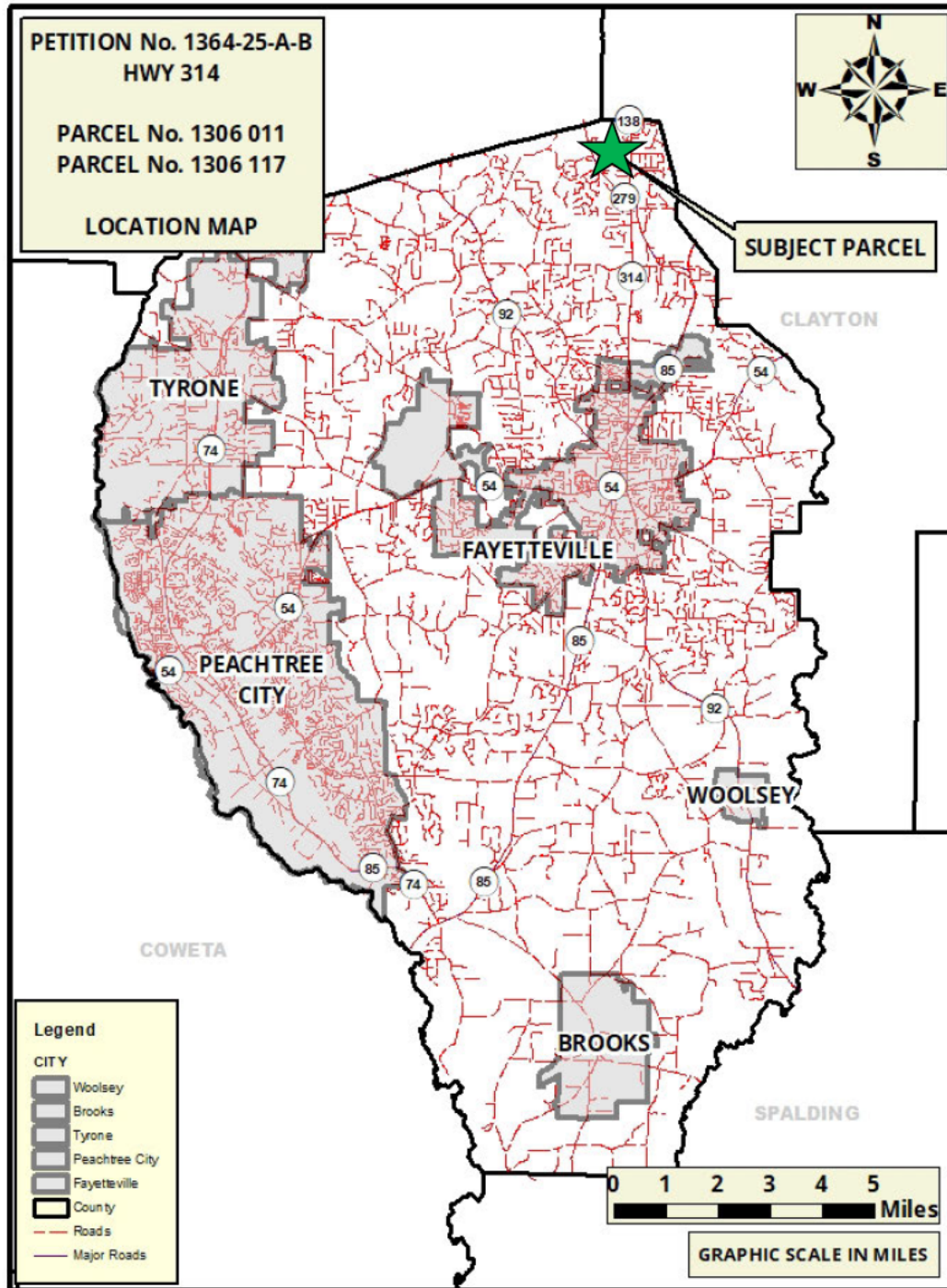
8. Sanitation facilities shall be approved by the environmental health department.

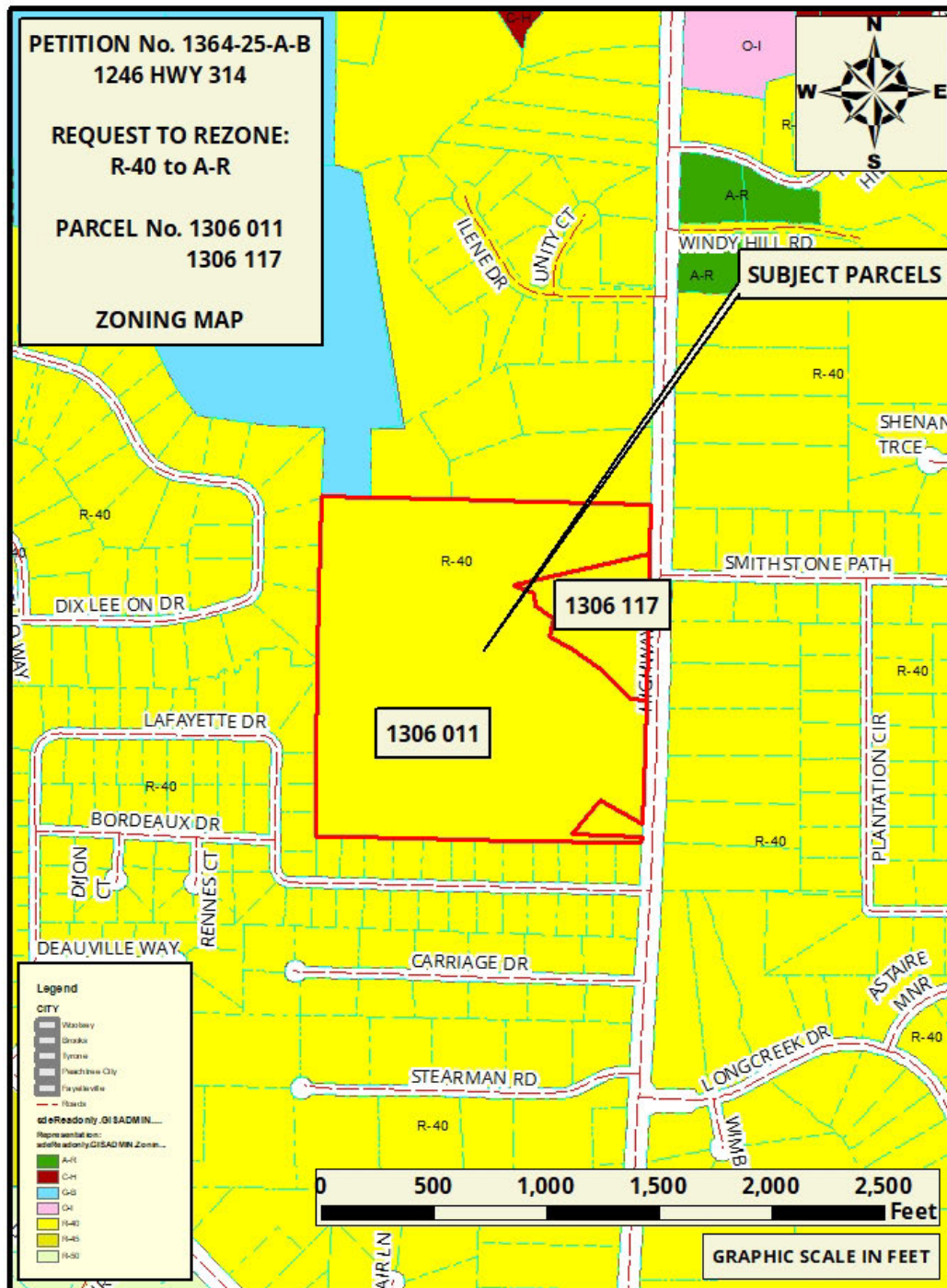
9. Food service shall meet all state and local requirements.

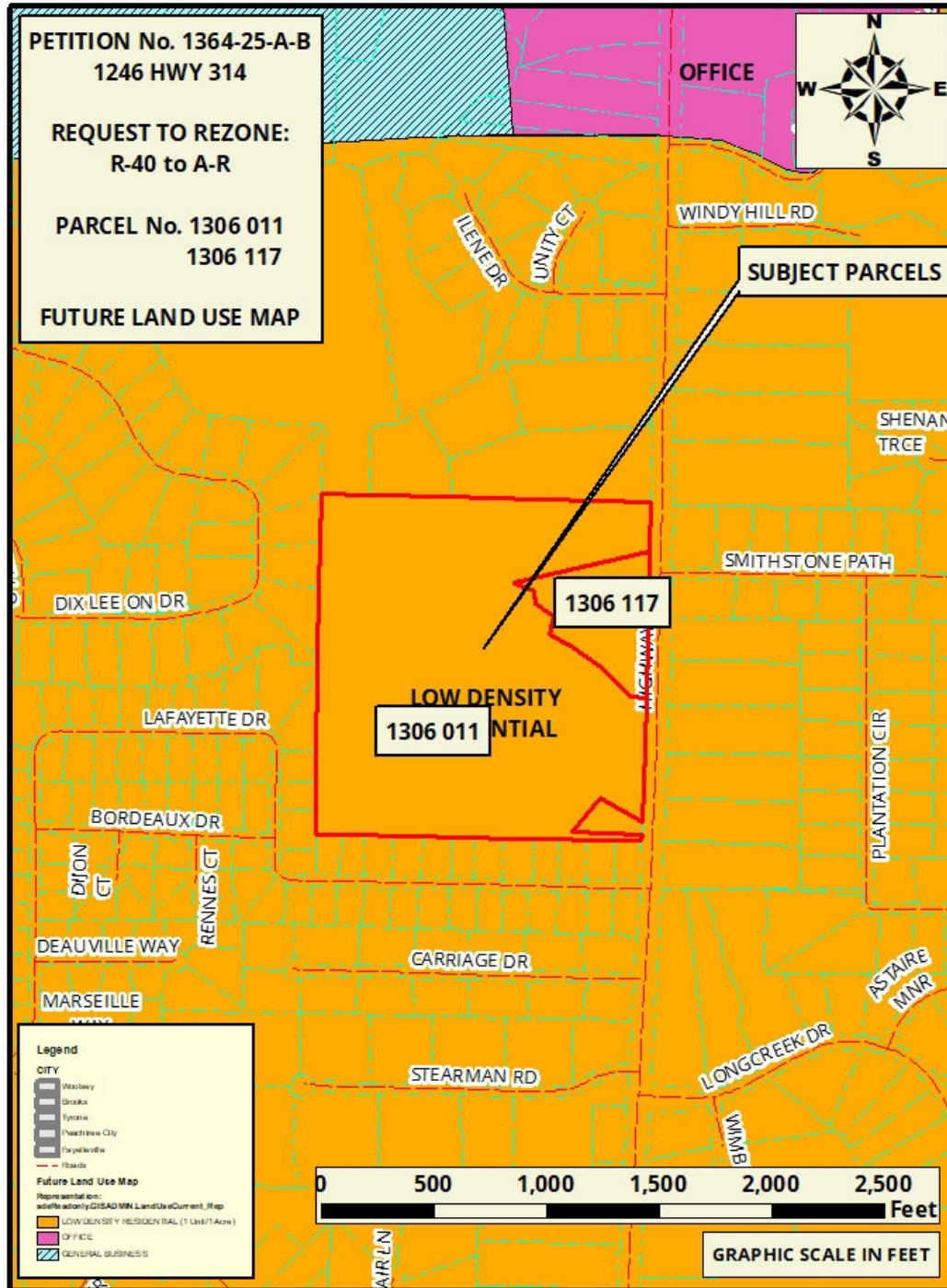
10. Tourist accommodations shall not be allowed in conjunction with an A-R wedding and event facility with exception of an A-R Bed and Breakfast Inn that is compliant with [section 110-169](#) and Article VI, pertaining to "Tourist Accommodations," of [Chapter 8](#) of the County Code.

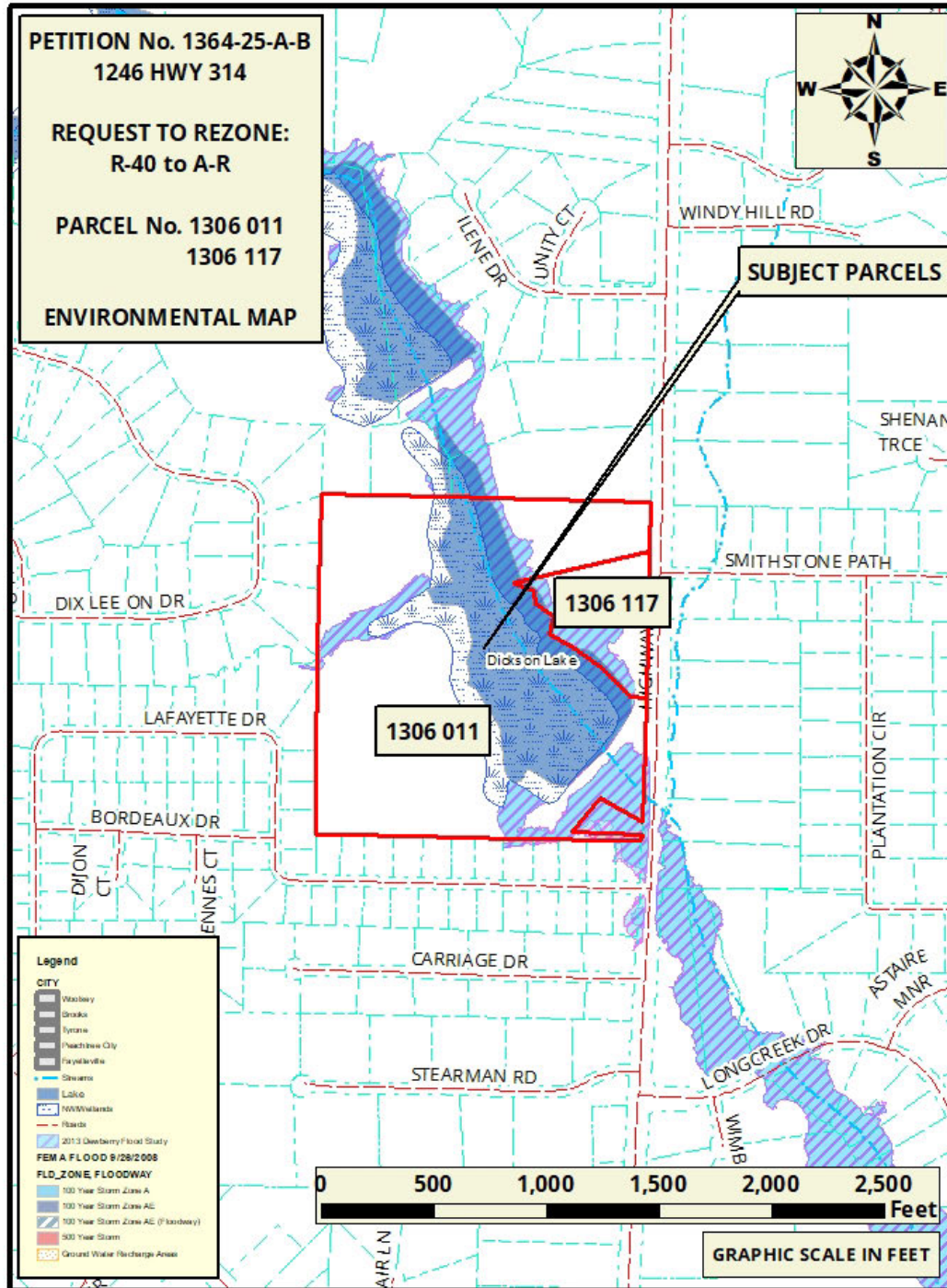
11. Tents shall require county fire marshal approval, as applicable.

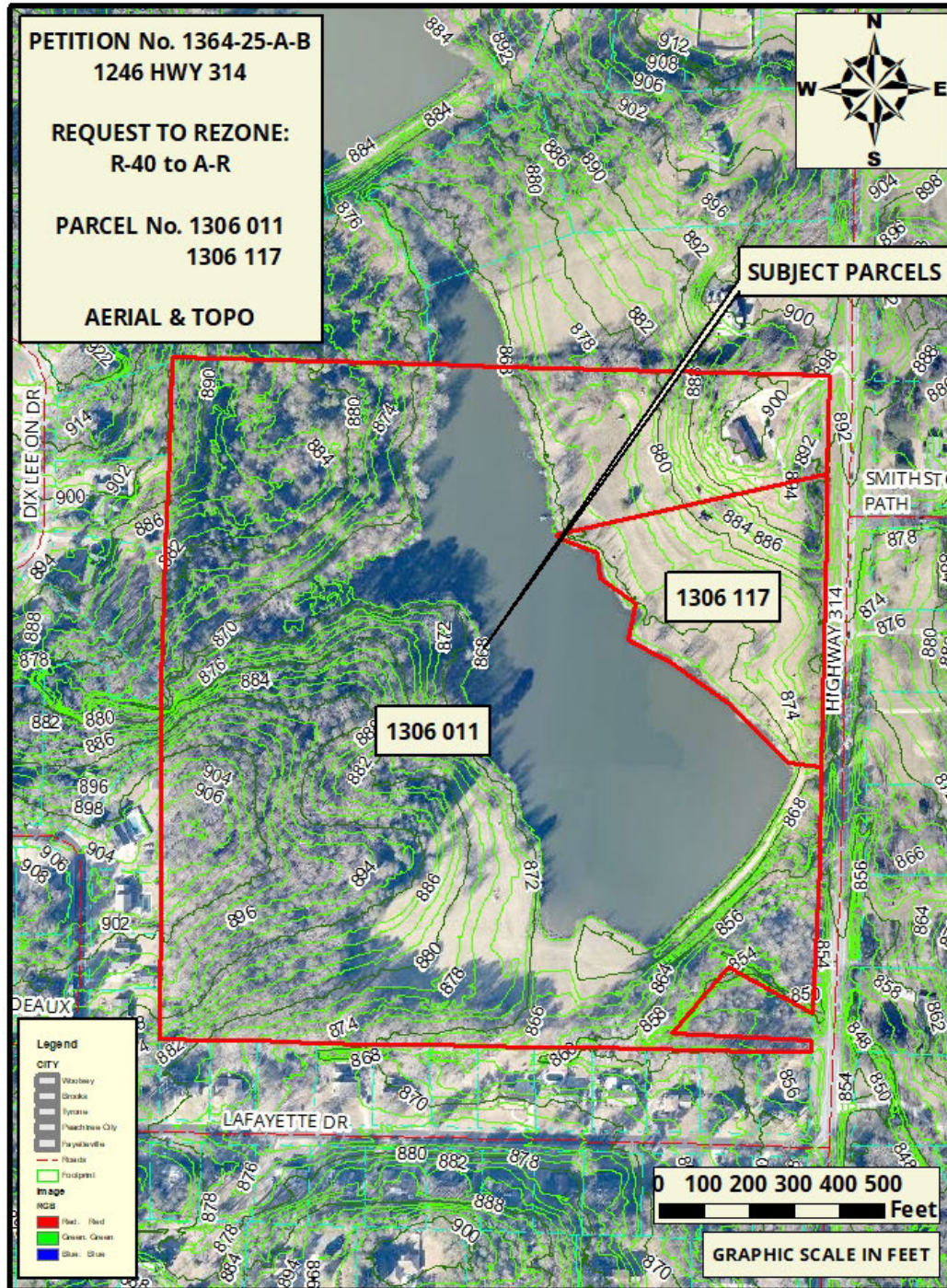
12. A site plan meeting the full requirements of the county development regulations is not required. A sketch, drawn to scale on a survey of the lot depicting all existing buildings and specific areas utilized for weddings and events shall be required. The survey shall also depict FEMA and MNGWPD floodplain and elevations, and watershed protection buffers and setbacks as applicable. In the event that 5,000 or more square feet of impervious surface is added in conjunction with a wedding and event facility, a site plan compliant with stormwater requirements of the county development regulations shall be required. The site will be exempt from the nonresidential development landscape requirements and tree retention, protection, and replacement of the county development regulations. A site located on a state route shall comply with the applicable transportation corridor overlay zone ([Sec. 110-173](#)) with the exception of the architectural standards.











NOTE: Tract III is NOT part of this petition.

BOARD MEMBERS

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

STAFF

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

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

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

NEW BUSINESS

1. Call to Order. *Chairman John Kruzan called the August 7, 2025, meeting to order at 7:00 pm.*
2. Pledge of Allegiance. *Chairman John Kruzan offered the invocation and led the audience in the Pledge of Allegiance. County Attorney E. Allison Ivey Cox was absent.*
3. Approval of Agenda. *Danny England made a motion to approve the agenda. John Culbreth, Sr., seconded the motion. The motion carried 5-0.*
4. Consideration of the Minutes of the meeting held on July 17, 2025. *Danny England made a motion to approve the minutes of the meeting held on July 17, 2025. John Culbreth, Sr., seconded the motion. The motion carried 5-0.*
5. Plats
 - a. Minor Final Plat for Morris Estates. *John Culbreth, Sr., made a motion to approve the Minor Final Plat for Morris Estates. Danny England seconded the motion. The motion passed 5-0.*

PUBLIC HEARING

6. Consideration of Petition 1364-25-A, Applicant is requesting to rezone Parcel No. 1306 011 (45.412 acres) from R-40 (Single-Family Residential) to A-R (Agricultural-Residential). Property is located in Land Lot 219 of the 13th District and fronts Highway 314. *John Culbreth, Sr., made the motion to DENY Petition 1364-25-A. Danny England seconded the motion. The motion passed 5-0.*

7. Consideration of Petition 1364-25-B, to rezone Parcel No. 1306 117, proposes to rezone 4.738 acres from R-40 (Single-Family Residential) to A-R Agricultural-Residential (Single-Family). Property is located in Land lot 219 of the 13th District and fronts Highway 314. ***John Culbreth, Sr., made the motion to DENY Petition 1364-25-B. Danny England seconded the motion. The motion passed 5-0.***
8. Consideration of Petition 1365-25, Applicant proposes to rezone 53.81 acres from R-70 (Single-Family Residential) to A-R Agricultural-Residential (Single-Family). Property is located in Land Lots 80 & 81 of the 7th District and fronts Coastline Road. ***Danny England made the motion to recommend APPROVAL of Petition 1365-25. Jim Oliver seconded the motion. The motion carried 3-1-1. John Culbreth, Sr., opposed, and Boris Thomas abstained from voting.***
9. Consideration of Petition 1366-25, Applicant is requesting to rezone 31.144 acres from R-45 (Single-Family Residential) to A-R Agricultural-Residential (Single-Family). Property is located in Land Lots 73 and 88 of the 5th District and fronts South Jeff Davis Drive and Dixon Circle. ***Jim Oliver made the motion to recommend APPROVAL of Petition 1366-25. Danny England seconded the motion. The motion carried 3-2. John Culbreth Sr. and Boris Thomas opposed.***

John Culbreth Sr. moved to adjourn the August 7, 2025, Planning Commission meeting. Jim Oliver seconded. The motion passed 5-0.

The meeting adjourned at 9:25 pm

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

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

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

NEW BUSINESS

1. Call to Order. *Chairman John Kruzan called the August 7, 2025, meeting to order at 7:00 pm.*
2. Pledge of Allegiance. *Chairman John Kruzan offered the invocation and led the audience in the Pledge of Allegiance. County Attorney E. Allison Ivey Cox was absent.*
3. Approval of Agenda. *Danny England made a motion to approve the agenda. John Culbreth, Sr., seconded the motion. The motion carried 5-0.*
4. Consideration of the Minutes of the meeting held on July 7, 2025. *Danny England made a motion to approve the minutes of the meeting held on July 17, 2025. John Culbreth, Sr., seconded the motion. The motion carried 5-0.*
5. Plats

Ms. Debbie Bell confirmed the plat was reviewed and approved by staff, stating that the minor final plat creates additional lots but does not create new roads.

- a. Minor Final Plat for Morris Estates. *John Culbreth, Sr., made a motion to approve the Minor Final Plat for Morris Estates. Danny England seconded the motion. The motion passed 5-0.*

PUBLIC HEARING

6. **Consideration of Petition 1364-25-A**, Applicant is requesting to rezone Parcel No. 1306 011 (45.412 acres) from R-40 (Single-Family Residential) to A-R (Agricultural-Residential). Property is located in Land Lot 219 of the 13th District and fronts Highway 314.

Ms. Debbie Bell stated the applicant is proposing to rezone the parcels above totaling 50.15 acres for the purposes of use as a single-family residence and for operating an A-R Wedding/Event Venue. She explained the staff recommendation for 1364-25-A (Parcel 1306-011), the future land use plan, is designated for Low Density Residential, and A-R zoning will be suitable. Parcel 1306-117 (smaller lot) does not meet the minimum lot size for A-R zoning, so a condition is recommended to combine it with a larger parcel. Based on the investigation and staff analysis, Planning & Zoning Staff recommends conditional approval. She showed the maps and added that any entrances and driveways will be reviewed and approved by GDOT. Before the Board voted on each petition separately, Ms. Bell read the staff recommendation conditions individually if the petitions were approved:

1364-25-A:

1. All parcels that are the subject of this petition shall be combined by a recorded final plat within 180 days of the approval of the petition or prior to the submittal of a site development plan, whichever comes first.

1364-25-B:

1. All parcels that are the subject of this petition shall be combined by a recorded final plat within 180 days of the approval of the petition or prior to the submittal of a site development plan, whichever comes first.

Ms. Bell informed the public that they were going to hold two separate public hearings, being “A” the first one and “B” the second one, with opportunities to speak on either one and to remember to sign the sheet at the podium.

Chairman John Kruzan thanked Ms. Bell for the presentation and asked if the petitioner was present.

Mr. Xavier Hill, owner of the property, stated he purchased the property two years ago. He is a builder who was planning to build houses on the lot, but didn’t feel that it would help the community. He stated he would like to do small gatherings by reservation only, a licensed fishing wellness workshop, and book readings. He commented that the lake requires some updates and might cost him three hundred and fifty grants on repairs, and he started repairing the dam. He will also, in the future, like to develop the property. He mentioned this project will be a better option instead of a housing development.

Ms. Lucille Hill, the mother of the applicant, spoke in support of the petition, stating that there will be only small gatherings, nothing after ten thirty and nothing over seventy-five people, probably once a month.

Mr. Richard Winfrey, developer mentioned that the initial plan to build a subdivision is not compatible with the current economy and the area. He stated the location of the venue is going to be away from the street, the surrender sides of the property have good buffers.

In Opposition:

Mr. Larry Mapp stated his concern is the egress will be on Highway 314 and he opposed that it would create additional traffic and the definition of county's definition of A-R.

Ms. Gail Raby lived in the area for 31 years, moving from DeKalb County to a safe, quiet place. She stated this change can lead to establishment event venues with frequent parties, noise, safety concerns, and open floodgates for other properties to file suit, transforming a quiet residential area into a mixed commercial zone, where the values will go down and crime rates will go up. Ms. Gaby mentioned Mr. Hill sees this property as an investment, not as a residence, and asked the board for denial of the petition.

Ms. Heidi Anderson stated that respectfully urges to deny the request, which will introduce significant harm to a peaceful family environment, allowing commercial parties will change the nature of the neighborhood. She talked about public safety, traffic, loss of property values, and erosion of community character. Ms. Heidi stated if rezoned will erode the quiet, stable neighborhood and replace it with commercial activities that belong in appropriate zone areas.

Mr. Carlton Morse has been a resident for 30 years at Dix Lee On Subdivision mentioned that the people who are present tonight have been disturbed by noise on this property and will be affected by the special uses of A-R zoning. Mr. Morse stated that when there is a commercial motive, plans can change, and he brought a petition with signatures of members for the board. Ms. Debra Sims received the petition and handed it to the board.

Chairman John Kruzan asked the audience to have respect for people who are speaking and not to applaud to help us move the process moving.

Ms. Marcelle English from the Newton Plantation, improving the community is great, the house was bought as residential, the parcel should be sold and purchased elsewhere to do this type of business. Highway 314 is not a good location for an event center.

Mr. Isaac Logan, resident of the subdivision of Country Lakes, stated they don't need additional traffic, having delivering trucks going into people's yards, and adding the Liberty North subdivision will make an increase in that area.

Mr. Lawrence Patterson from the Newton Plantation subdivision stated that he doesn't personally know Mr. Hill, but he stated that he initially wanted to build homes, but those plans changed because of the economy, which would have had minimum traffic. Time ran off for petition "A", Ms. Bell and Chairman Kruzan informed Mr. Patterson, but Mr. Hill declined to speak and asked the board for Mr. Patterson to continue, and he will be next for petition "B". Mr. Patterson stated was a security before becoming a police officer and as Ms. Lucille Hill mentioned previously ten thirty was not going to be enough to stop the parties, he asked Mr. Hill if security would be security required for each gathering for extended hours? Security guards or police officers? mentioned they don't care, he was one before, they just want to get paid. He added his opposition to the petitions.

Mr. Harold Powell lives in Acorn Ridge, stating that growing up in a low income area he did everything he could to change the trajectory of his life, he worked very hard to make sure his family could feel protected and safe. Mr. Powell stated the zoning stays with the property, not the owner, and once he sells, who knows what's coming next? A recent party got out of control in Country Lake, due to lack of control the resources of Fayette County were stretched beyond capacity, trying to contain traffic, blocking residences. There is nothing you can do to stop them.

Ms. Denise Morse has been in Fayette County for thirty years, a side neighbor from the property, and has watched Fayette County continue to keep Marta and public transportation out, which is great to control who comes and goes, concerned about the large parties and noise.

Mr. Walter Metzger mentioned that he has no problem with a subdivision across from him, but anything classified as commercial would change the value of his property and the way he lives at his home.

Ms. Leslie Head lives in Lafayette Estates, mentioned Mr. Hill wanted to cut a road in the middle of the neighborhood about four months ago (RDP-017-24), he spoke about the infrastructure projects, water, sewage, power, and put a drainage 20 inch line to drain the lake and do other things to it. If he is allowed to do this, it will be major consequences.

Chairman John Kruzan asked if there was anyone else in opposition. With no response, he asked Mr. Hill to come back for rebuttal.

Mr. Hill that he wanted to address the last person's comment by stating that before purchasing the property in Lafayette Drive, and was told by the county in order to develop the backside of the lake he need it access on the other side of the dam to develop thirty acres in accordance with he county guidelines. Mr. Hill responded there

are a lot of assumptions and it's not his intention to put up a commercial building; he wants his neighbors to beautify the community, not to take away from the community. He presented a slide show of the property and what he had invested in. Ms. Bell presented it to the audience in general.

Chairman Kruzan brought the item back to the board for questions/comments.

John Culbreth, Sr., mentioned he understands as the owner of this property, he has good intentions and once a major rezoning takes place with other uses that can be placed on the property, that will open the door that will be contrariety to the community. Looking at some news in the Metro Atlanta area, within five years will be needed for housing, Mr. Culbreth adds that what is the greatest good for the community.

Mr. Boris Thomas mentioned would ignore everyone's comments, and will use what mistaken by Mr. Hill appointed that it will be modest gatherings, what modest? It will be private tastings, tastings of what? and what are the hours and limitations? Prohibit activities that were not mentioned, noted, didn't you say any control hours, stated something loosely, but that's not in writing, nor can it be controlled by Fayette County or the Board once it's zoned. By hiring traffic monitors if needed, who determines the need? Mr. Thomas added that he did not hear anything following any type of noise ordinance, parking limitations, or changes from the different uses this zoning allows.

Mr. Hill responded that most of Mr. Thomas' questions are addressed by the ordinances, and regarding the egress to the property, there are three entry and exit points.

Mr. Thomas asked if the Fayette County Sheriff has to use resources to enforce the complaints and noise monitored, or do you have any type of enforcement of it?

Mr. Hill responded that he will be the one enforcing it and mentioned this property has a joint easement and he will be fixing it and the state mandates for repairs.

Mr. Jim Oliver mentioned he understands EPD is classifying the dam as a Class one, the part of the property developing for the venue. How are you going to access the back side of the neighbors to access that part?

Mr. Hill stated he would do anything with that side of the property; everything will be on the Highway 314 side.

Mr. Danny England asked what is the layout of that house inside?

Mr. Hill responded with three bedrooms, two and a half baths, and a six-hundred-square-foot cover patio.

Mr. England mentioned it will be limited to an event center, either it will be added to it or renovated, or something else to accommodate.

Mr. Hill responded that it will not be used for that; he is just trying to use the property as it is currently. He is trying to keep it simple.

Mr. England added that mentioned by a couple of citizens commented previously that this will be a commercial use, even if it is a residential area and establishing a residential character and people committing to a property by purchasing it, and what they see is what they get. Conceptually, the community is not buying that.

Chairman Kruzan gave the petitioner the opportunity to withdraw the petitions before voting.

Mr. Hill decided to continue for the separate votes.

John Culbreth, Sr., made the motion to DENY Petition 1364-25-A. Danny England seconded the motion. The motion passed 5-0.

7. Consideration of Petition 1364-25-B, to rezone Parcel No. 1306 117, proposes to rezone 4.738 acres from R-40 (Single-Family Residential) to A-R Agricultural-Residential (Single-Family). Property is located in Land lot 219 of the 13th District and fronts Highway 314.

Since there were two separate petitions and the hearing for each one of those was read and all comments were heard, the Planning Commission Board voted as follows:

John Culbreth, Sr., made the motion to DENY Petition 1364-25-B. Danny England seconded the motion. The motion passed 5-0.

8. Consideration of Petition 1365-25, Applicant proposes to rezone 53.81 acres from R-70 (Single-Family Residential) to A-R Agricultural-Residential (Single-Family). Property is located in Land Lots 80 & 81 of the 7th District and fronts Coastline Road.

Ms. Debbie Bell explained the petition above and stated the applicant's intentions are to use the uses of the A-R zoning district and, in the long-range plan, apply for a PUD-PRL zoning for developing a retreat and training center for veterans and their service dogs. Staff recommendation approval of the request for A-R zoning (Agricultural-Residential), as defined by the Fayette County Land Use Future Comprehensive Plan, shows one unit per two acres for this area. The property contains environmentally sensitive areas and floodplain and will not be developed. It's surrounded by properties R-70, R-45, and a portion of this property was annexed from the Town of Tyrone. Ms. Bell showed the maps and stated in staff's opinion that the zoning proposal is not likely to have an adverse impact on nearby residential uses.

Chairman John Kruzan asked if the petitioner was present.

Ms. Piper Hill stated she is the owner of the property and bought it six or seven years ago, and an area large enough to create a respite area for veterans and to train dogs without disturbing people around them, she mentioned her intentions are to turn it into a PUD later, she mentioned doesn't want to make a large impact on the area and will be one building built for training and had the intent of doubling the walls for noise contained, will do a background check done called PCLM to everyone that comes to the program to see how are they doing know, because there are some veterans that she cannot help. Ms. Hill stated that when she got injured, she couldn't read, write or tie her shoes, she had a traumatic brain injury and when she asked the VA for help and claim she could obtain the help needed. She is alive because of her dog and throughout the eighteen years she is been running the program through healing for heroes, she knows that nature is very important for both veterans and people and the community and stated want to keep the natural habitat there, will try to keep whatever parking will be within that one acre along with the building. Ms. Hill stated they are the number one veteran nonprofit in the state of Georgia, providing services for brain health, service dogs, nutrition for both, and are the third nonprofit in the United States. She mentioned training 125 service dogs a year for veterans and it's going down significantly this year around 80 service dogs for veterans. They also train service dogs for civilian adults and for children. Since 2008, They have trained 425 service dogs for civilians in this community and 139 service dogs for children with disabilities.

Chairman Kruzan asked the audience if anyone was in support of the petition.

Mr. Charles Bennett came in for another hearing but said she is doing what best veterans.

Chairman Kruzan asked if anyone else was in support of the petition or opposition. With no response the chairman brought the item back to the board for questions/comments.

Mr. John Culbreth, Sr., asked the petitioner how long have you own this property?

Ms. Hill six or seven years.

Mr. Culbreth asked do you recalled submitting this petition to the planning commission and if it was withdrawn or did you own it at that time?

Ms. Hill responded it was originally going to be a neighborhood, but not by her, whoever owned it before her.

Ms. Bell commented she didn't remember the developer's name but that plan went away when the housing market crashed.

Mr. Culbreth stated that when Pete presented to the Ellen Ridge community association, which he is the president of, was withdrawn and the community was very vocal and what the impact would be on the adjacent neighborhoods.

Ms. Hill responded she did not submit anything to the county or to Pete.

Mr. Culbreth added it was discussed and was a meeting with Pete and a facility, and issues came out about the dogs' sounds, barking.

Ms. Hill responded honestly Sir, you have more to worry about those [wild] boars outside than my dogs. You haven't heard my dog at all, sitting here right under the chair.

Mr. Culbreth stated, just wanted to put into the records what the concerns were in the community for Ellen's Ridge and the Homeowners Association.

Mr. Boris Thomas asked, "Are you planning on housing any veterans and for how long"?

Ms. Hill responded that their classes are being discussed for a longer period, for her to train the trainer program from Sunday to Friday.

Mr. Thomas asked how many veterans there will be at one time.?

Mr. Hill responded they will have no house there but if they do it will be six, maybe ten at the most, they will stay in area hotels.

Mr. Thomas asked, "Would you allow weapons in the property"?

Ms. Hill responded, "We have the second amendment. I'm not going to ask them to bring their weapons, but I don't know how to answer that, but I carry my weapon almost everywhere I go.".

Mr. Thomas asked would you have any security for any unstable veterans incase venturing the surrender neighborhoods?

Mr. Hill responded she has been doing it this since 2008 and explained on one occasion she had to bring undercover police into the class for a veteran she was concern about and will have a new head trainer and he is a police officer.

Mr. Jim Oliver asked Ms. Bell in order to develop things they will have to come back to staff?

Ms. Bell responded that a PUD is a very specific rezoning they will come for two public hearings and will require specific rezoning and have to follow that development

very closely.

Ms. Hill added they do background checks for everyone enroll in their program and also they fill out a PCAL form that the VA and the psychiatrists use to check people's mental health and she stated had turned down some people for lying, and will not accept people on the sex offender list or killers, she will refer them to someone else that might can help them.

Mr. Culbreth asked what size facility the applicant is proposing?

Ms. Hill responded this might change because of money, but something around 50x50 training center, she states right now she is training in churches and American Legion building. She would like something bigger, around 22,000 square feet. Two story building to use the second story as storage.

Mr. Culbreth asked what is the timetable for development?

Ms. Hill responded she hadn't started with the architectural project just yet but the plan start building in a year and a half.

Mr. Culbreth asked staff if did we put up signs about this request.?

Ms. Bell responded yes.

Mr. Danny England asked the petitioner somewhere between 80 to 125 dogs a year, how many will you have in site at any giving time?

Ms. Hill responded to no more than 20.

Mr. England asked if any structure will have a kennel for 20 dogs and also a few spaces for housing, and if this will be a kind of mix use building.

Ms. Hill responded correct.

Mr. England commented he is an architect and the sound will be the most concerning part in this building and just make sure to think about the surrounding communities.

Mr. Culbreth asked where are you planning to ingress and egress to the property?

Ms. Hill responded will be probably on Coastline Road.

Ms. Bell added it will have to be on Coastline, it only has frontage on that road, and it is restricted to Coastline Road. When someone starts developing a property they will work with the engineering department to located the driveway or in an appropriate spot that has good sight distance in all directions.

Chairman Kruzan asked for any more questions from the board or to make a motion.

Danny England made the motion to recommend APPROVAL of Petition 1365-25. Jim Oliver seconded the motion. The motion carried 3-1-1. John Culbreth, Sr., opposed, and Boris Thomas abstained from voting.

9. Consideration of Petition 1366-25, Applicant is requesting to rezone 31.144 acres from R-45 (Single-Family Residential) to A-R Agricultural-Residential (Single-Family). Property is located in Land Lots 73 and 88 of the 5th District and fronts South Jeff Davis Drive and Dixon Circle.

Ms. Bell stated the lot is a legal record that meets or exceeds A-R zoning requirements. The Future Land Use Map designates it as Low-Density Residential, with a 1-acre minimum parcel size. A-R has a 5-acre minimum parcel size, making it less intensive zoning than R-45. Staff recommends conditional approval for rezone from R-45 to A-R as follows:

1. The existing house on the parcel does not meet the building setback requirements for A-R and shall be demolished within 180 days of approval of the rezoning or prior to application for any future rezonings or minor final plats, whichever comes first.
2. The owner/developer shall dedicate land to Fayette County as needed to provide a minimum 50-ft of right of way as measured from the existing centerline of South Jeff Davis Road for the full width of the parcel. This dedication shall be completed within 180 days of approval, or prior to the submittal of a final plat, whichever comes first.
3. No new parcels may be created unless and until a paved road, constructed to County Standards and with a 60' dedicated right-of-way, is constructed at the present end of Dixon Circle as shown on the survey provided with the application.

Staff have discussed these conditions with the applicant's agent, and they accept these conditions.

Ms. Bell also stated they were previous conditions associated with the property when they were part of the woodlands, the number of curb cuts that could be developed on this property. If it is zoned A-R, due to the shape of the property no more than 2 lots can be developed with frontage on South Jeff Davis. At the narrowest portion of the lot, about halfway between the north and south edges, the property is only 60' wide; a new parcel must have 100' of width all the way to the buildable portion of the lot. Therefore, no new 'flag lot' leading to the south portion of the property could be created here since it is less than 100'. Ms. Bell showed the maps and stated the house on the lot will not meet the A-R standards and will have to be demolished.

Chairman Kruzan asked if the petitioner was present.

Ms. Christine Flanigan spoke on behalf of the owner, the two major reason to change it to A-R is to create the driveway off Dixon Road we have to get some land from Mr. McCue maybe a half an acre and we are going to quitclaim him about 2 acres from the 19 acres parcel in order to keep his conservation status and his A-R zoning. And another reason for the rezoning is to protect the other landowners by keeping it at 5 acres parcels if the land is developed.

Chairman Kruzan asked if anyone was in support of the petition- NO one responded, then he asked for anyone in opposition.

Mr. Travis Bouwmeester started speaking with James McCue, and he hasn't agreed to anything yet, and they are trying to give him a piece of land swap that will be of no use for him. Mr. Travis added that Dixon circle is too narrow, you can't have two cars at one time. The increased flow of traffic will increase and not everyone has the best interest of the residents in mind.

Mrs. Emily Bennett stated they have been there 34 years, stating it is a narrow street, and there is a Methodist Pastor buried there, and they don't know how they will deal with this. She expressed her concerns about whether a developer will be brought to build a road on Dixon circle. They might need more property for construction, she stated she does not want to move due to this.

Mrs. Charles Bennett explained they moved from Lafayette sometime in 1991 and that in 1996 that Jerry's father refused to sell him 70 feet. Jack Dixon twin of Jack Dixon lived where the McCue's live now and said the swap was not going to be of any value. Mr. Bennett explained he had to cut trees encroaching into his property, he also commented he would like to see that property bought by the state and kept it as game preserve for the wildlife animals in specially the deer's and not an area for hunting.

Ms. Flanigan stated she understands the neighbors' concerns, but they are not going to make the road larger they are just going to make the driveway.

Mr. Danny England asked staff if the existing part of the road in Dixon circle is not being altered.?

Ms. Bell responded No, if they need to subdivide, they will have to construct at the end of Dixon circle enough road to county standards, but they will not be required to change, pay or clear the rest of Dixon Circle.

Mr. England asked staff, does the existing part of Dixon circle meets county standards now?

Ms. Bell responded No.

Mr. England added that it will be a big approach, they will have 100 feet of brand

new county standard road at the end of a road that it has been like this for a long time and does not meet county standards?

Ms. Bell responded that's correct.

Mr. England responded, "Why we would do that when we haven't done it in other places that I can think of?"

Ms. Bell explained in order to subdivide property every lot has to have sufficient frontage on a county road or a private road on a road that will be 100' of frontage unless is a cul-de-sac in which case you can put 4 lots on a cul-de-sac with the minimum of 50' of frontage and the only way they will be able to subdivide any of this property will be to build enough road at the end with a cul-de-sac to meet that standard, they can't separate the northern part of the property triangular piece unless they build a cul-de-sac at Dixon circle. That is a county requirement. The county will not require a developer to improve the balance of the road to develop another portion of the road.

Mr. England responded by the land swap, "We might get 3-5 acre lots?"

Ms. Bell responded at most you will get 4 or 3 tracts once you build a road.

Mr. England asked if this hasn't been platted yet, why are conditioning a property assuming the cul-de-sac is required but we haven't done the plating it and know if it is?

Ms. Bell responded that a cul-de-sac will be necessary to subdivide this property because it is the only way to provide road frontage at the Dixon circle end.

Mr. England asked staff, Dixon Circle owners are more concerned about the traffic and road but maybe there will be maybe 2-3 houses?

Ms. Bell responded That's correct, we don't know the exact but the existing right-of-way at Dixon circle is about 30 feet, and it's not enough to create this parcel.

Mr. Boris Thomas added they are also concerned about the trees being cut down.

Ms. Bell stated this will not remove any of the trees anywhere else on Dixon Circle except on this property and they are aware of the cemetery that it is included on the plat and will not be impacted.

Jim Oliver made the motion to recommend CONDITIONAL APPROVAL of Petition 1366-25. Danny England seconded the motion. The motion carried 3-2. John Culbreth Sr. and Boris Thomas opposed.

*John Culbreth Sr. moved to adjourn the August 7, 2025, Planning Commission meeting.
Jim Oliver seconded. The motion passed 5-0.*

The meeting adjourned at 9:25 pm

ATTEST:

**PLANNING COMMISSION
OF
FAYETTE COUNTY**

JOHN KRUZAN, CHAIRMAN

**DEBORAH BELL
DIRECTOR, PLANNING & ZONING**

PETITION No (s): 1364-25 A
STAFF USE ONLY 1364-25 B

SAGES REFERENCE No.: REZONE-04-25-089289

APPLICANT INFORMATION

Name 1246 Hwy 314 Fayette LLC
 Address 1246 Hwy 314
 City Fayetteville
 State GA Zip 30214
 Email [REDACTED]
 Phone 678 637 9790

PROPERTY OWNER INFORMATION

Name 1246 Hwy 314 Fayette LLC
 Address 1246 Hwy 314
 City Fayetteville
 State GA Zip 30214
 Email [REDACTED]
 Phone 678 637 9790

AGENT(S) (if applicable)

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

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

(THIS AREA TO BE COMPLETED BY STAFF)

[] Application Insufficient due to lack of:

Staff: _____ Date: _____

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

Staff: Debra M. Smith Date: 4/28/25 Changed Per Client

DATE OF PLANNING COMMISSION HEARING: July 17, 2025 August 7, 2025

DATE OF COUNTY COMMISSIONERS HEARING: August 28, 2025

Received from Xavier Hill a check in the amount of \$ 700.00 for application filing fee, and \$ 40.00 for deposit on frame for public hearing sign(s).

Date Paid: 4/28/2025 Receipt Number: 23893

PETITION No.: 1364-25 A Fees Due: \$450.00 Sign Deposit Due: \$20.00

STAFF USE ONLY

PROPERTY INFORMATION (please provide information for each parcel)

Parcel # (Tax ID): 1306-011 Acreage: 45.3
 Land District(s): 13 Land Lot(s): 219
 Road Name/Frontage L.F.: HWY 314 265-23 Road Classification: arterial
 Existing Use: single family residence Proposed Use: A-R Bed + Breakfast + Fishing
 Structure(s): SFB Type: _____ Size in SF: ~3,400 1941
 Existing Zoning: R40 Proposed Zoning: A-R
 Existing Land Use: vacant land Proposed Land Use: single
 Water Availability: yes Distance to Water Line: _____ Distance to Hydrant: _____

PETITION No.: 1364-25 B Fees Due: \$250.00 Sign Deposit Due: \$20.00

STAFF USE ONLY

PROPERTY INFORMATION (please provide information for each parcel)

Parcel # (Tax ID): 1306-117 Acreage: 4.7
 Land District(s): 13 Land Lot(s): 219
 Road Name/Frontage L.F.: HWY 314/1231.51 Road Classification: ARTERIAL
 Existing Use: VACANT/RES. Proposed Use: _____
 Structure(s): NONE Type: _____ Size in SF: _____
 Existing Zoning: R40 Proposed Zoning: A-R
 Existing Land Use: _____ Proposed Land Use: _____
 Water Availability: YES Distance to Water Line: _____ Distance to Hydrant: _____

PETITION No.: _____ Fees Due: _____ Sign Deposit Due: _____

STAFF USE ONLY

PROPERTY INFORMATION (please provide information for each parcel)

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

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

Name(s) of All Property Owners of Record found on the latest recorded deed for the subject property:

1246 Hwy 314 Fayette Co LLC

(Please Print)

Property Tax Identification Number(s) of Subject Property: 1306-011 / 1386-17

(I am) (we are) the sole owner(s) of the above-referenced property requested to be rezoned. Subject property is located in Land Lot(s) 219 of the 13 District, and (if applicable to more than one land district) Land Lot(s) _____ of the _____ District, and said property consists of a total of 50 acres (legal description corresponding to most recent recorded plat for the subject property is attached herewith).

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

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

(II) Xavier Hill

Signature of Property Owner 1

1246 Hwy 314

Address

Fayetteville, GA 3024

Signature of Property Owner 2

Address

Signature of Property Owner 3

Address

Signature of Authorized Agent

Address

[Signature]

Signature of Notary Public

20 APR 2025

Date

Signature of Notary Public

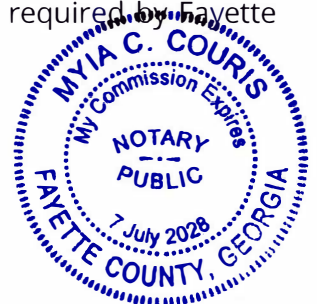
Date

Signature of Notary Public

Date

Signature of Notary Public

Date



PETITION No.: 1364-25**OWNER'S AFFIDAVIT***(Please complete an affidavit for each parcel being rezoned; ALL property owners must sign.)*NAME: 1246 Hwy 314 Fayetteville to LLCADDRESS: 1246 Hwy 314 Fayetteville Ga 30214

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

1246 Hwy 314 Fayetteville to LLC affirms that he is the owner or the specifically authorized agent of the property described below. Said property is located in a(n) _____ Zoning District. He/She respectfully petitions the County to rezone the property from its present classification and tenders herewith the sum of \$ _____ to cover all expenses of public hearing. He/She petitions the above named to change its classification to AR.

This property includes: (check one of the following)

☐ See attached legal description on recorded deed for subject property or☐ Legal description for subject property is as follows:PUBLIC HEARING to be held by the Planning Commission of Fayette County on the day of July 17, 2025 at 7:00 P.M.PUBLIC HEARING to be held by the Board of Commissioners of Fayette County on the day of August 28, 2025 at 7:00 P.M.SWORN TO AND SUBSCRIBED BEFORE ME THIS 23 DAY OF APRIL, 2025Kami Lili

SIGNATURE OF PROPERTY OWNER

SIGNATURE OF PROPERTY OWNER

Myia C. Couris

NOTARY PUBLIC



AGREEMENT TO DEDICATE PROPERTY FOR FUTURE RIGHT-OF-WAY

I/We, D46 Hwy 314 Fayette Co LLC, said property owner(s) of subject property requested to be rezoned, hereby agree to dedicate, at no cost to Fayette County, feet of right-of-way along Highway 314 as measured from the centerline of the road.

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

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

Sworn to and subscribed before me this 10th day of April, 2025.

Xenia Hill

SIGNATURE OF PROPERTY OWNER

SIGNATURE OF PROPERTY OWNER

[Signature]
NOTARY PUBLIC



DEVELOPMENTS OF REGIONAL IMPACT (DRI)**Rezoning Applicant:**

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

Signed this 10th, day of April, 2025.

Karin Juel

APPLICANT'S SIGNATURE

Developments of Regional Impact - Tiers and Development Thresholds

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

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DISCLOSURE STATEMENT**(Please check one)****Campaign contributions:** ☒ **No** ☐ **Yes (see attached disclosure report)**

TITLE 36. LOCAL GOVERNMENT

PROVISIONS APPLICABLE TO COUNTIES AND MUNICIPAL CORPORATIONS

CHAPTER 67A. CONFLICT OF INTEREST IN ZONING ACTIONS

O.C.G.A. § 36-67A-3 (2011)

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

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

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

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

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

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

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

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

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

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

CHECKLIST OF ITEMS REQUIRED FOR REZONING REQUEST

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

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

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

1246 HIGHWAY 314 FAYETTE CO LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **09/15/2023** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **09/25/2023**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 9/15/2023 5:45:20 PM

BUSINESS INFORMATION

CONTROL NUMBER	23202425
BUSINESS NAME	1246 HIGHWAY 314 FAYETTE CO LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	09/15/2023

PRINCIPAL OFFICE ADDRESS

ADDRESS	4584 MORELAND AVE, CONLEY, GA, 30288, USA
----------------	---

REGISTERED AGENT

NAME	ADDRESS	COUNTY
XAVIER HILL	4584 MORELAND AVE, CONLEY, GA, 30288, USA	Clayton

ORGANIZER(S)

NAME	TITLE	ADDRESS
XAVIER HILL	ORGANIZER	4584 MORELAND AVE, CONLEY, GA, 30288, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	XAVIER HILL
AUTHORIZER TITLE	Member

Return to:

John R. Grimes, Esq
Lefkoff, Duncan, Grimes, McSwain, Hass & Hanley, P.C.
3715 Northside Parkway NW Bldg 300, Ste 600
Atlanta, GA 30327

Tax Parcel Nos 1306 011 and 1306 117

WARRANTY DEED

THIS INDENTURE, made this 1st day of November, 2023 between **WILLIAM F. JOHNSTON, III** ("Grantor"), and **1246 HIGHWAY 314 FAYETTE CO, LLC** ("Grantee") (the terms Grantor and Grantee to include their respective heirs, successors and assigns where the context hereof requires or permits).

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other valuable consideration, in hand paid at the delivery of these presents, the receipt of which is hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto Grantee, the following described real property, to-wit:

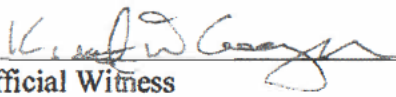
ALL THAT TRACT OR PARCEL OF LAND laying and being in Land Lot 219 of Fayette Co, GA being the tax parcels noted above and being known as 1246 Highway 314, Fayetteville, Fayette Co, GA according to the present system of number properties in said count and being more particularly and fully described in **Exhibit "A"** attached hereto and incorporated herein by reference.

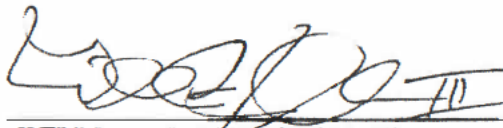
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, in FEE SIMPLE.


AND, SUBJECT TO the title matters expressly set forth in **Exhibit "B"** attached hereto, Grantor will warrant and forever defend the right and title to the above-described property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor.

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

Signed, sealed and delivered
in the presence of:


Unofficial Witness

 (SEAL)
WILLIAM F. JOHNSTON, III


Notary Public

(NOTARY SEAL)



EXHIBIT "A"

All that tract or parcel of land containing fifty (50) acres, more or less, in the northeast corner of Land Lot 219, and bounded as follows: On the North by lands of J. B. Travis; on the East by a public road leading from near Friendship Church to Riverdale; on the South by lands of S. B. Lewis; and on the West by lands of S. B. Lewis and the Eliza Scott place; being the same property described in the Executor's Deed from Trust Company Bank, as Executor under the Will of William Chester Dickson, to Louise Dickson (also known as Louise Edna Dickson), recorded at Deed Book 144, Page 210, Fayette County, Georgia, Records; and being the same property described in the Warranty Deed from: Louise Dickson (a/k/a Louise Edna Dickson) to Trust Company Bank, Trustee under agreement dated April 24, 1972 as amended, recorded at Deed, Book 152, Page 177, Fayette County, Georgia;

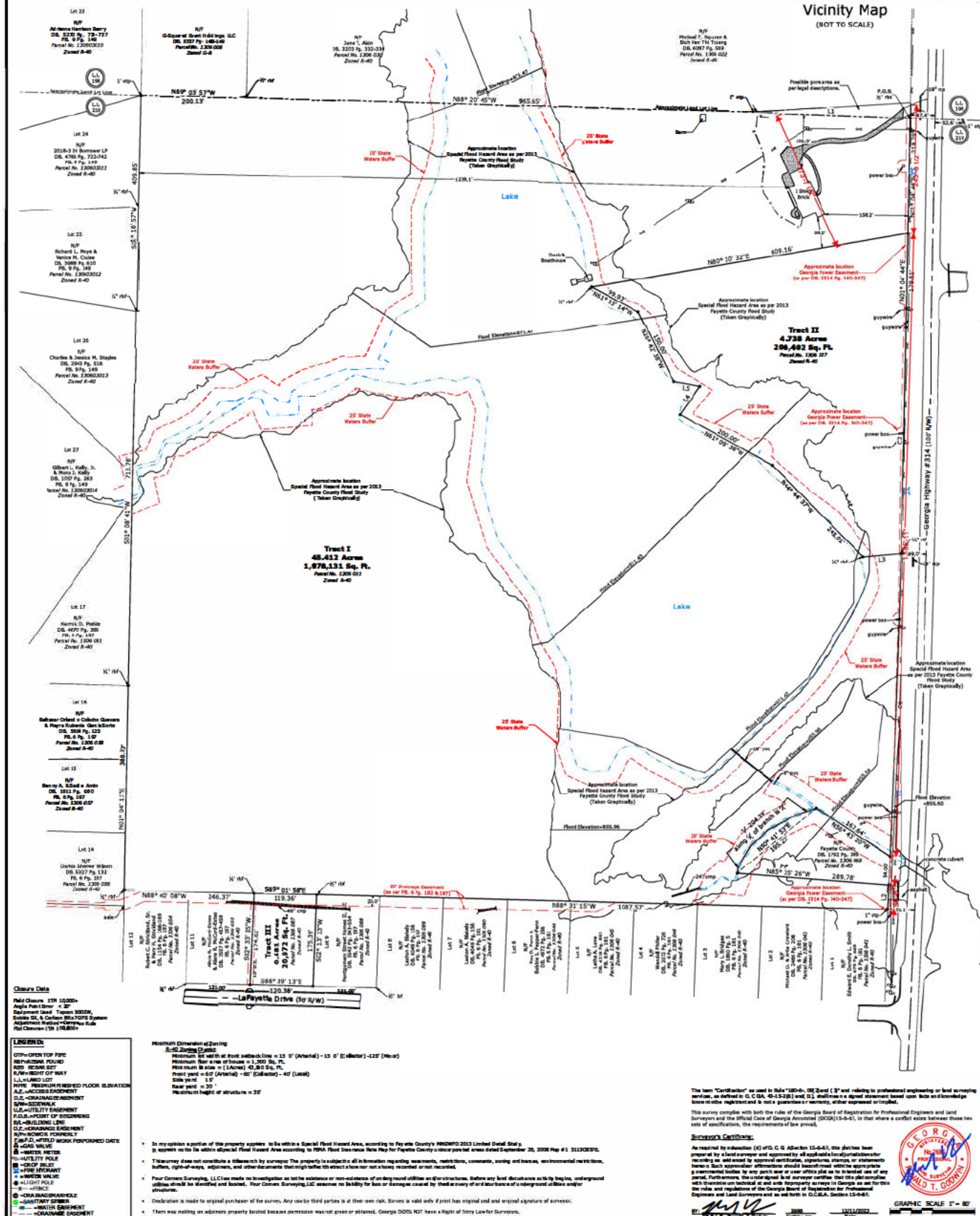
LESS AND EXCEPT:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 219 of the 13th District of Fayette County, Georgia and being more particularly described as follows:

BEGINNING at an Iron pin on the West right-of-way of Georgia State Highway No. 314 (said highway having a right-of-way 100 feet in width) 1,406 feet South, as measured along the West right-of-way line of said highway from the intersection formed by the West right-of-way line of said highway with the North line of Land Lot 219; running thence South, along the West right-of-way line of said highway, 54 feet to an Iron pin; running thence in a westerly direction 306 feet to an Iron pin located in a branch as shown on the hereinafter described plat of survey; running thence in a northeasterly direction, along said branch, 204.3 feet to an Iron pin located in another branch which runs in a northwesterly-southeasterly direction; running thence in a southeasterly direction, along the latter mentioned branch 182 feet to the West right-of-way line of Georgia State Highway No. 314 at the POINT OF BEGINNING, all as shown on a plat of survey dated April 11, 1970 as prepared by Lee Engineering Company.

Line Table		
Line #	Direction	Length
L1	S87° 53' 18"E	299.68
L2	N02° 26' 20"E	46.44
L3	S85° 07' 08"W	72.52
L4	N33° 13' 22"E	65.00
L5	N79° 32' 38"W	50.00


Vicinity Map
(NOT TO SCALE)



The term "Certification" as used in Rule 180-6, OB and 180-6, 2B and relating to professional engineering or land surveying services, as defined in O.C.G.A. 40-15-2(b) and (c), shall mean a signed statement based upon facts and knowledge known at the time and is not a guarantee or warranty, either expressed or implied.

Surveyor's Certificate

As required by subsection (4) of G.C. § 45-6-47, this plan has been prepared by a land surveyor and approved by all applicable local jurisdiction(s) and is in accordance with approved methods, practices, and standards herein. This approval affirms that the information presented will be appropriate to commercial bodies by any party who or user thereof used in the intended use of any instrument. Further, the surveyor is not responsible for the accuracy of information with reference to technical and/or other requirements in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in G.C.A. Sections 45-6-47.

BY:  2006 12/11/2012 GRAPHIC SCALE 1" = 80'

GRAPHIC SCALE 1" = 80'

1246 Highway 314 Fayette Co, LLC

Boundary Re-tracement Survey
1246 Highway 314 & 119 LaFayette Drive
Land lot 219 of the 13th Land District Fayette County, Georgia

**FOUR CORNERS
SURVEYING**

P.O. BOX 15 Tyng, GA 30290 770-560-3910 & 770-823-93
 WWW.COMMUNALITY.COM 404-888-1110-BOYALDOMAIL.COM

B6 Fayette County News

Continued from page B5

Wednesday, July 16, 2025**FAYETTE COUNTY**

**PETITION FOR REZONING
CERTAIN PROPERTIES IN
UNINCORPORATED AREAS OF
FAYETTE COUNTY, GEORGIA**
PUBLIC HEARING to be held before the Fayette County Planning Commission on Thursday, August 7, 2025, at 7:00 P.M. and before the Fayette County Board of Commissioners on Thursday, August 28, 2025, at 5:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

Petition No: 1364-25-A-B

Parcel No: 1306 011 & 1306 117

Owner: 1246 Highway 314 Fayette Co, LLC

Agent(s): Xavier Hill

Zoning District: R-40

Area of Property: 50.15 +/- acres

Land Lot(s)/District: Land Lot 219 of the 13th District

Fronts on: Highway 314

Proposed: Applicant proposes the following:

A) Parcel No. 1306 011; to rezone 45.412 acres from R-40 (Single-Family Residential) to A-R (Agricultural-Residential).

B) Parcel No. 1306 117; to rezone 4.738 acres from R-40 (Single-Family Residential) to A-R (Agricultural-Residential).

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

Legal Description

EXHIBIT "A"

All that tract or parcel of land containing fifty (50) acres, more or less, in the northeast corner of Land Lot 219, and bounded as follows; On the North by lands of J. B. Travis; on the East by a public road leading from near Friendship Church to Riverdale; on the South by lands of S. B. Lewis; and on the West by lands of S. B. Lewis and the Eliza Scott place; being the same property described in the Executor's Deed from Trust Company Bank, as Executor under the Will of William Chester Dickson, to Louise Dickson (also known as Louise Edna Dickson), recorded at Deed Book 144, Page 210, Fayette County, Georgia, Records; and being the same property described in the warranty Deed from: Louise Dickson (a/k/a Louise Edna Dickson)

to Trust Company Bank, Trustee under agreement dated April 24, 1972 as amended, recorded at Deed, Book 152, Page 177, Fayette County, Georgia;

LESS AND EXCEPT.

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 219 of the 13th District of Fayette County, Georgia and being more particularly described as follows: **BEGINNING** at an Iron pin on the West right-of-way of Georgia State Highway No. 314 (said highway having a right-of-way 100 feet in width) 1,406 feet South, as measured along the West right-of-way line of said highway from the Intersection formed by the West right-of-way line of said highway with the North line of Land Lot 219; running thence South, along the West right-of-way line of said highway, 54 feet to an Iron pin; running thence in a westerly direction 306 feet to an Iron pin located in a branch as shown on the hereinafter described plat of survey; running thence in a northeasterly direction, along said branch, 204.3 feet to an Iron pin located in another branch which runs in a northwesterly-southeasterly direction; running thence in a southeasterly direction, along the latter mentioned branch 182 feet to the West right-of-way line of Georgia State Highway No. 314 at the **POINT OF BEGINNING**, ell as shown on a plat of survey dated April 11, 1970 as prepared by Lee Engineering Company.

07/16

Fayette County Board of Commissioners
140 Stonewall Avenue West
Fayetteville, GA 30214

Subject: Urgent Request to Deny Rezoning Request from R-40 to A-R

Dear Mr. Charles Oddo,

As a resident of Fayette County and a deeply invested member of this community, I am writing to respectfully but strongly urge you to **deny the proposed zoning change from R-40 (Single-Family Residential) to A-R (Agricultural-Residential)** for the property located at **1246 Highway 314, Fayetteville, GA 30214**

This proposed rezoning threatens to disrupt the very fabric of our neighborhood, and I implore you to consider the following concerns:

1. Incompatibility with Established Community Character

The current R-40 zoning reflects the careful planning and vision that have made this area a peaceful, family-centered residential community. Allowing a shift to A-R undermines the uniformity and stability residents rely on—and may open the door for uses wholly inconsistent with the character of our neighborhood.

2. Threat to Property Values and Residential Integrity

Rezoning to A-R allows for broader, less-restrictive land uses that may include non-residential activities such as events or agricultural operations. These uses are not only out of place in our quiet residential environment but have the real potential to reduce the value of surrounding homes. Many of us have invested our life savings into our homes with the expectation that zoning laws would protect our neighborhood from incompatible development.

3. Increased Traffic, Safety Risks, and Infrastructure Burden

Non-residential or agricultural uses typically involve heavier traffic—including service vehicles, delivery trucks, and unfamiliar drivers—on roads not designed to accommodate them. This poses serious safety concerns for children, pedestrians, and drivers. Already narrow or busy roads could become even more hazardous, and residents may find it increasingly difficult to safely access their own homes. There is also a real and growing concern over strangers using residential driveways or lawns to turn around—something that has already been happening in anticipation of potential development.

4. Quality of Life and Environmental Impact

The peace and tranquility of this neighborhood are among its greatest assets. Introducing uses permitted under A-R zoning could bring increased noise, light pollution, and activity levels incompatible with the quiet enjoyment of our homes. For families who moved here seeking a calm and stable environment, this rezoning could irreversibly diminish their quality of life.

We do not oppose thoughtful growth—but we do ask that growth be managed in a way that respects the existing character and expectations of current residents. This proposed rezoning is not in keeping with those values.

On behalf of myself and many neighbors who share these concerns, I respectfully urge you to protect the integrity of our community by **denying the request to rezone from R-40 to A-R**.

Thank you for your time, consideration, and commitment to preserving what makes Fayette County a truly special place to live.

Sincerely,

Rick and Gail Raby
1223 Highway 314
Fayetteville, GA 30217
deanraby54@gmail.com

From: [Steve Bryant](#)
To: [Planning & Zoning](#)
Subject: Rezoning petitions 1364-25-A and 1364-25-B
Date: Thursday, August 7, 2025 12:48:00 AM

You don't often get email from [REDACTED] [Learn why this is important](#)

External Email Be cautious of sender, content, and links

My name is Stephen Bryant and I am the home owner at 301 Deauville Way, Fayetteville, Ga 30214, LaFayette Estates. I would like to respectfully register my objection to the above rezoning petitions to allow wedding/event venue with associated activities on the property.

The property owner(s) have already complained about the difficulty of traffic entering Hwy 314 from that area and petitioned the county to allow a roadway from the property in the present petitions into LaFayette Drive which was ultimately withdrawn.

Now it becomes clear why that roadway petition was withdrawn. I feel it will soon return with "better" justification. The quality of life Fayette County used to afford our subdivision and others nearby is slowly being eroded by just such projects. What in the world does a wedding venue with associated paved parking have to do with agricultural use?

I hope the Board will consider denying these potitions in favor of the long established neighborhoods that would most certainly be negatively affected by the increased traffic with no way out except through our neighborhood.

Thank you for your consideration.

Sincerely,

Stephen Bryant
301 Deauville Way
Fayetteville, Ga 30214

Deborah L Bell

From: Xavier Hill [REDACTED]
Sent: Tuesday, August 12, 2025 10:19 AM
To: Deborah L Bell
Subject: 1246 Hwy 314

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Good Mrs. Bell I would like to withdraw my petition to rezone the property at 1246 Hwy 314 from R40 to AR

Thank you Xavier Hill

COUNTY AGENDA REQUEST

Page 56 of 461

Department: Planning & Zoning

Presenter(s): Debbie Bell, Director

Meeting Date: Thursday, August 28, 2025

Type of Request: Public Hearing #2

Wording for the Agenda:

Consideration of a Petition 1364-25-B, 1246 Hwy. 314 Fayette Co, LLC, Owner, and Xavier Hill, Agent, request to rezone 45.412 acres from R-40 (Single-Family Residential) to A-R (Agricultural-Residential). On August 12, 2025, the applicant submitted a request to withdraw this rezoning petition.

Background/History/Details:

The lot is a legal lot and will meet or exceed the requirements of the A-R zoning district. The Future Land Use Map designates this area as Low Density Residential, which has a 1-acre minimum parcel size. Since A-R is less dense, requiring a 5-acre minimum lot, the request to rezone to A-R is appropriate & consistent with the Future Land Use Map & Comprehensive Plan as it is a less intense use. Staff recommends CONDITIONAL APPROVAL of the request to rezone to A-R, subject to the following: 1. All parcels that are the subject of this petition shall be combined by a recorded final plat within 180 days of the approval of the petition or prior to the submittal of a site development plan, whichever comes first.

On August 7, 2025, the Planning Commission voted 5-0 to recommend DENIAL of the request to rezone to A-R, Agricultural-Residential. Planning Commission members listened to the concerns of residents from adjacent and nearby neighborhoods and determined that, in this instance, rezoning to A-R had the potential to adversely affect the existing use or usability of adjacent or nearby property. Sec. 110-200. – Standards for map amendment (rezoning) evaluation. (2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.

What action are you seeking from the Board of Commissioners?

On August 12, 2025, the applicant submitted a request to withdraw this rezoning petition.

If this item requires funding, please describe:

No funding is required for this request.

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

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

Approved by Finance Not Applicable

Reviewed by Legal No

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

PETITION NO: 1364-25-B

REQUESTED ACTION: **B.** Rezone Parcel No.1306-117 (4.738 acres) from R-40 (Single-Family Residential) to A-R (Agriculture-Residential); this parcel is labelled as Tract II in the attached survey.

PROPOSED USE: Single-Family Residential and A-R Wedding/Event Facility

EXISTING USE: Single-Family Residential and Agricultural

LOCATION: 1246 Hwy 314 N

DISTRICT/LAND LOT(S): 13th District, Land Lot 219

ACREAGE: 4.738 acres (This is part B of a 2-parcel request, which is for 50.15 acres, total.)

OWNER(S): 1246 Hwy 314 Fayette Co LLC

APPLICANT(S): 1246 Hwy 314 Fayette Co LLC

AGENT(S): Xavier Hill

PLANNING COMMISSION PUBLIC HEARING: August 7, 2025, 7:00 PM

BOARD OF COMMISSIONERS PUBLIC HEARING: August 28, 2025, 5:00 PM

APPLICANT'S INTENT

- *On August 12, 2025, the applicant presented a request to withdraw the rezoning petition.*

The applicant proposes to rezone two parcels, with a total of 50.15 acres, from R-40 (Single-Family Residential) to A-R (Agricultural-Residential) for the purposes of use as a single-family residence and for operating an A-R Wedding/Event Venue.

Petition 1364-25-B is a request to rezone Parcel No. 1306-117, 4.738 acres from R-40 to A-R.

PLANNING COMMISSION RECOMMENDATION

1364-25-B: On August 7, 2025, the Planning Commission voted 5-0 to recommend DENIAL of the request to rezone 4.738 acres to A-R, Agricultural-Residential. Planning Commission members listened to the concerns of residents from adjacent and nearby neighborhoods and determined that, in this instance, rezoning to A-R had the potential to adversely affect the existing use or usability of adjacent or nearby property.

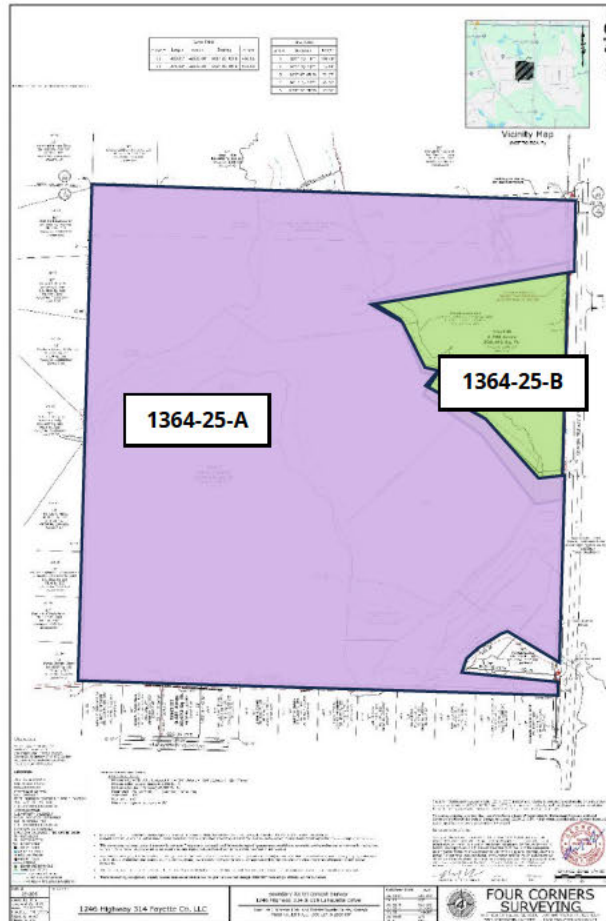
Sec. 110-200. – Standards for map amendment (rezoning) evaluation. (2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property.

STAFF RECOMMENDATION

As defined in the Fayette County Comprehensive Plan's Future Land Use Plan, Low Density Residential is designated for this area, so the request for A-R zoning, which is a lower density district, is appropriate. Parcel 1306-117 does not meet the minimum lot size for the A-R zoning. Therefore, a condition is recommended to ensure it is combined with the larger parcel, which will resolve this issue. Based on the Investigation and Staff Analysis, Planning & Zoning Staff recommends **CONDITIONAL APPROVAL** of the request for a zoning of A-R, Agricultural-Residential, subject to the following:

1364-25-B:

1. All parcels that are the subject of this petition shall be combined by a recorded final plat within 180 days of the approval of the petition or prior to the submittal of a site development plan, whichever comes first.



INVESTIGATION**A. GENERAL PROPERTY INFORMATION**

Petition No. 1364-25-A - Parcel 1306 011 is a legal lot. The parcel and the existing house meet or exceed the requirements of the A-R zoning district.

Petition No. 1364-25-B - Parcel 1306 117 is a legal lot in the R-40 zoning district. It does not contain the required minimum acreage for the A-R zoning district (5.0 acres). Therefore, staff has added the condition that it be combined with Parcel 1306 011, which will make the project fully compliant with A-R zoning criteria. Staff has reviewed this condition with the applicant, and they agree to it.

The property has 1 single-family home and is otherwise used for agricultural purposes.

GDOT will review and approve access engineering & construction plans within their jurisdiction if the site is developed further. GDOT is in charge of all driveways on the State Route.

B. ZONING & DEVELOPMENT HISTORY:

The R-40 zoning was part of a blanket zoning approved in 1971.

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

C. SURROUNDING ZONING AND USES

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

Direction	Acreage	Zoning	Use	Comprehensive Plan/Future Land Use Map
North	85; 60	G-B; R-40	Undeveloped; Single-Family Residential	General Business; Low Density residential
East (across Hwy 314)	100+	R-40	Single-Family Residential	Low Density Residential
West	100+	R-40	Single-Family Residential	Low Density Residential
South	100+	R-40	Single-Family Residential	Low Density Residential

D. COMPREHENSIVE PLAN

Future Land Use Plan: The subject property lies within an area designated for Low Density Residential uses on the Future Land Use Plan map. This request **DOES** conform to the Fayette County Future Land Use Plan, in that the proposed zoning is a less intense use.

E. DEPARTMENTAL COMMENTS

- ☐ **Water System** – FCWS has no objections to the rezoning.
- ☐ **Public Works**
 - **Road Frontage Right of Way Dedication** – State Route 314 right of way governed by GDOT.
 - **Traffic Data** -- In 2023 GDOT reports State Route 314 had 10,400 vehicles per day north the intersection of Hwy 279.
 - **Sight Distance and access** -- GDOT will issue all driveway permits.
- ☐ **Environmental Management**
 - **Floodplain Management** -- The property **DOES NOT** contain floodplain per FEMA FIRM panel 13113C0019E dated September 26, 2008. The property **DOES** contain additional floodplain delineated in the Fayette County 2013 Limited Dewberry Flood Study.
 - **Wetlands** -- The property **DOES NOT** contain wetlands per the U.S. Department of the Interior, Fish and Wildlife Service 1994 National Wetland Inventory Map.
 - **Watershed Protection** -- There **ARE** state waters located on the subject property, and it **WILL BE** subject to the Fayette County Article VII Watershed Protection Ordinance. The owner should reference the various sections of the document prior to any development within buffered areas.
 - **Groundwater** -- The property **IS NOT** within a groundwater recharge area.
 - **Post Construction Stormwater Management** -- This development **WILL BE** subject to the Post-Development Stormwater Management Ordinance if re-zoned and developed with more than 5,000 square feet of impervious surface, or as applicable if developed as an A-R Wedding/Event venue.
 - **Dams and Impoundment** -- Dickson Lake Dam located on the property requesting to be rezoned has been assessed by Georgia Department of Natural Resources EPD Safe Dams Program to be a Class 1, high hazard dam. Property owner(s) are required to meet all safe dam requirements by EPD Safe Dams Program.
 - **Landscape and Tree Replacement Plan** -- This development **WILL BE** subject to the landscaping requirements of the conditional use permit if developed as an A-R Wedding/Event Venue.
- ☐ **Environmental Health Department** – This office has no objection to the proposed rezoning. This does not constitute approval of any future use or proposals for these properties.

- **Fire** – The Fire Marshals Office approves of this rezoning under the condition that the proposed Bed and Breakfast meets the requirements of Fayette County Ordinances Chapter 12, Article VI stating that such occupancies shall be protected by an automatic fire sprinkler system that provides coverage as per NFPA 13R throughout the entire structure.

STANDARDS

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

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

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

STAFF ANALYSIS

1. The subject property lies within an area designated for Residential Uses. This request does conform to the Fayette County Comprehensive Plan in terms of the Land Use Plan as A-R is a less intensive use than the Low Density residential defined on the Future Land Use Plan.
2. The area around the subject property is an area that already has various residential uses. It is staff's opinion that the zoning proposal is not likely to have an adverse impact on nearby residential uses.
3. It is staff's opinion that an agricultural-residential use would not generate a greater number of daily vehicle trips than would a single-family residential use situated on this same parcel. Staff does not think this development will have an adverse impact on utilities or schools.
4. The proposal is consistent in character and use with the immediate surrounding uses, as these are medium to large lot residential uses, with a trend toward rural character.

ZONING DISTRICT STANDARDS

Sec. 110-125. A-R, Agricultural-Residential District.

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

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

- (1) Single-family dwelling;
- (2) Residential accessory structures and uses (see article III of this chapter);
- (3) Growing of crops and the on-premises sale of produce and agricultural products, provided 50 percent of the produce/products sold shall be grown on-premises;
- (4) Plant nurseries and greenhouses (no sales of related garden supplies);
- (5) Raising of livestock; aquaculture, including pay fishing; apiary (all beehives shall comply with the required setbacks); and the sale thereof; and
- (6) One semi-trailer/box truck utilized as a farm outbuilding, provided the property is a minimum of five acres and the semi-trailer/box truck is only used to store agricultural items.

(c) *Conditional uses.* The following conditional uses shall be allowed in the A-R zoning district provided that all conditions specified in article VII of this chapter. Conditional uses, nonconformances, transportation corridor overlay zone, and commercial development standards are met:

- (1) Aircraft landing area;
- (2) Animal hospital, kennel or veterinary clinic;
- (3) A-R bed and breakfast inn;
- (4) A-R wedding/event facility;
- (5) Cemetery;
- (6) Church and/or other place of worship;
- (7) Colleges and university, including, but not limited to: classrooms, administration, housing, athletic fields, gymnasium, and/or stadium;
- (8) Commercial driving range and related accessories;
- (9) Child care facility;
- (10) Deer processing facility.
- (11) Developed residential recreational/amenity areas;
- (12) Farm outbuildings, including horse stables, auxiliary structures, and greenhouses (permanent or temporary);
- (13) Golf course (minimum 18-hole regulation) and related accessories;
- (14) Home occupation;
- (15) Horse show, rodeo, carnival, and/or community fair;

- (16) Hospital;
- (17) Kennel (see animal hospital, kennel, and/or veterinary clinic);
- (18) Private school, including, but not limited to: classrooms, administration, playground, housing, athletic fields, gymnasium, and stadium;
- (19) Processing, packaging, or handling of perishable agricultural products (i.e. fruits and vegetables) which are grown on premises;
- (20) Recreation centers and similar institutions owned by nonprofit organizations as so registered with the state secretary of state office;
- (21) Religious tent meeting; and
- (22) Shooting range, outdoor.

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

- (1) Lot area: 217,800 square feet (five acres).
- (2) Lot width: 250 feet.
- (3) Floor area: 1,200 square feet.
- (4) Front yard setback:
 - a. Major thoroughfare:
 - 1. Arterial: 100 feet.
 - 2. Collector: 100 feet.
 - b. Minor thoroughfare: 75 feet.
- (5) Rear yard setback: 75 feet.
- (6) Side yard setback: 50 feet.
- (7) Building height.
 - a. 35 feet as defined in article III of this chapter.
 - b. The limitation on height shall not apply to agricultural structures such as storage barns, silos, or other types of structure not normally designed for human occupation except that when an agricultural structure exceeds the maximum building height the minimum distance from property lines to any building shall be increased one foot for every two feet or part thereof of building height over 35 feet.

(e) *Special regulations.* Prior to the issuance of development and/or building permits, a site plan, as applicable, shall be submitted to the zoning administrator and approved by the appropriate county officials. This requirement shall apply to all permitted uses and conditional uses allowed in the AR zoning district except single-family dwellings; residential accessory structures; growing crops and the on-premises sale of produce at agricultural stands of 100 square feet or less of floor area; growing and seasonal sale of Christmas trees; plant nursery, landscape tree farm, or greenhouse operations existing prior to the effective date of June 26, 2003; and the raising and/or selling of livestock.

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

Sec. 110-169. - Conditional use approval.

(2) Conditional uses allowed.

g. A-R wedding/event facility. The facility shall be utilized for private and public weddings and events by a third party who provides some form of consideration to the owner or his/her agent. The facility shall not be utilized for concerts, sporting events, or vehicle racing. A horse show, rodeo, carnival, community fair, and/or religious tent meeting shall also be allowed as regulated in this article and this section and the most restrictive conditions shall apply. A business office and/or structures utilized for event preparation and sanitation shall be allowed in conjunction with the A-R wedding and event facility. Allowed in the A-R zoning district.

1. Minimum lot size: fifteen acres.
2. These facilities shall not be permitted on a lot which accesses a road designated as an internal local road by the county thoroughfare plan and/or the county engineer.
3. Facilities which access an unpaved county-maintained road are limited to 12 weddings/events per calendar year. A wedding/event permit from the planning and zoning department is required prior to holding the wedding/event.
4. A minimum 100 foot setback shall separate all buildings and areas utilized for weddings and events from any abutting residential zoning district. Otherwise all buildings and areas utilized for weddings and events shall meet the minimum A-R setbacks.
5. Adequate off-street parking shall be required and a 50-foot setback shall separate parking areas from any abutting residential zoning district. A prepared surface is not required for the parking areas. However, any parking area with a prepared surface shall comply with article VIII. Off-street parking and service requirements of the development regulations and must be depicted on a sketch, drawn to scale on a survey of the lot. Grassed and gravel parking areas shall be exempt from nonresidential development landscape requirements of the county development regulations. The following is required for gravel parking areas:
 - (i) Exterior and interior parking aisles shall be terminated at both ends by a landscape island.

(ii) Landscape islands shall be provided for each 150 feet of continuous parking length.

(iii) One canopy tree, six feet high at planting, is required per landscape island.

Paved parking areas shall meet Article V, pertaining to "Non-residential development landscape requirements," of the county development regulations.

6. Hours of operation for weddings and events shall be between the hours of 9:00 a.m. and 10:00 p.m. on weekdays and 9:00 a.m. and 11:00 p.m. on weekends. These hours of operation shall not limit the setup and cleanup time before and after the wedding or event.

7. All structures utilized in association with weddings and events shall meet all applicable building and fire codes.

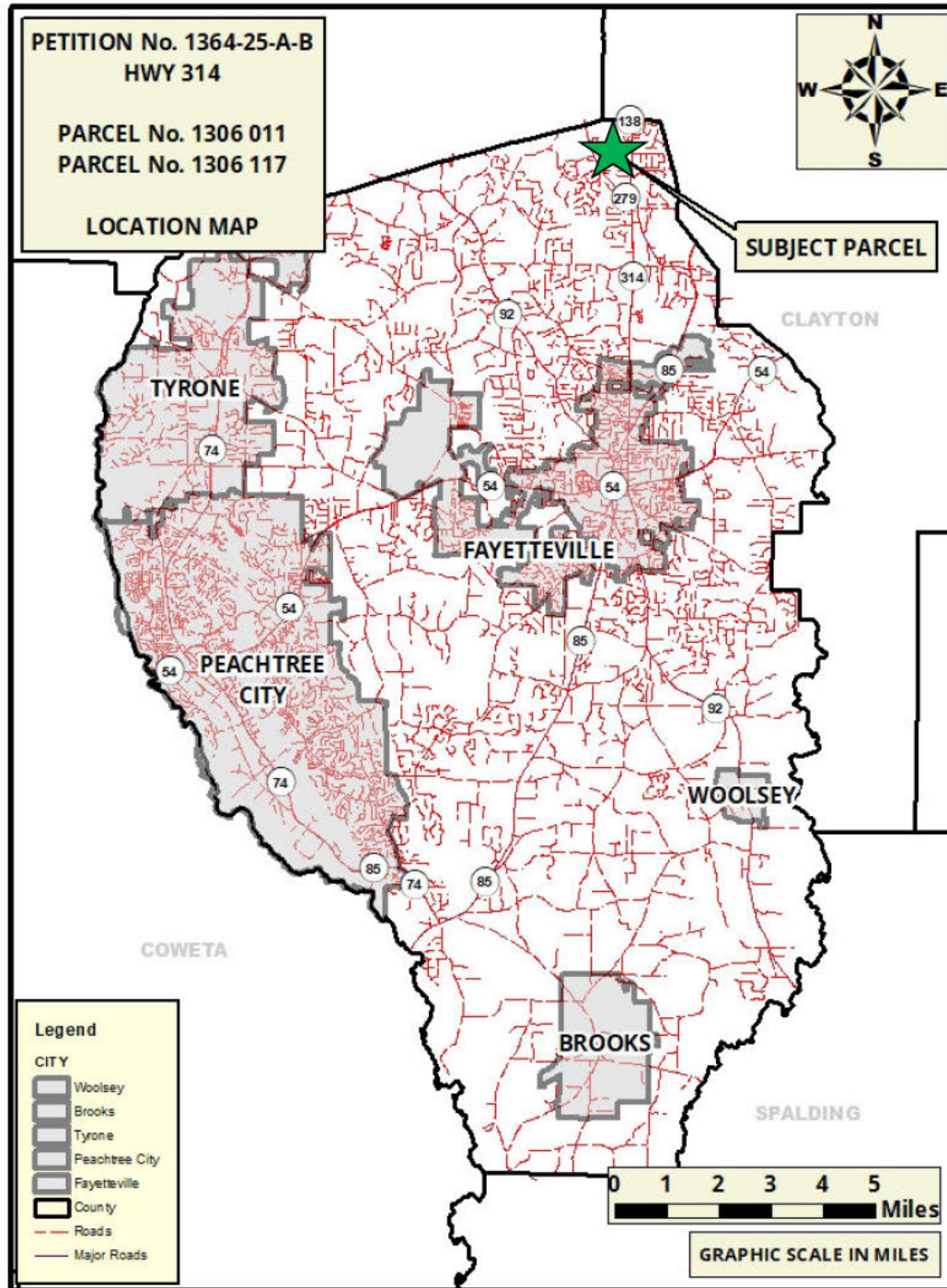
8. Sanitation facilities shall be approved by the environmental health department.

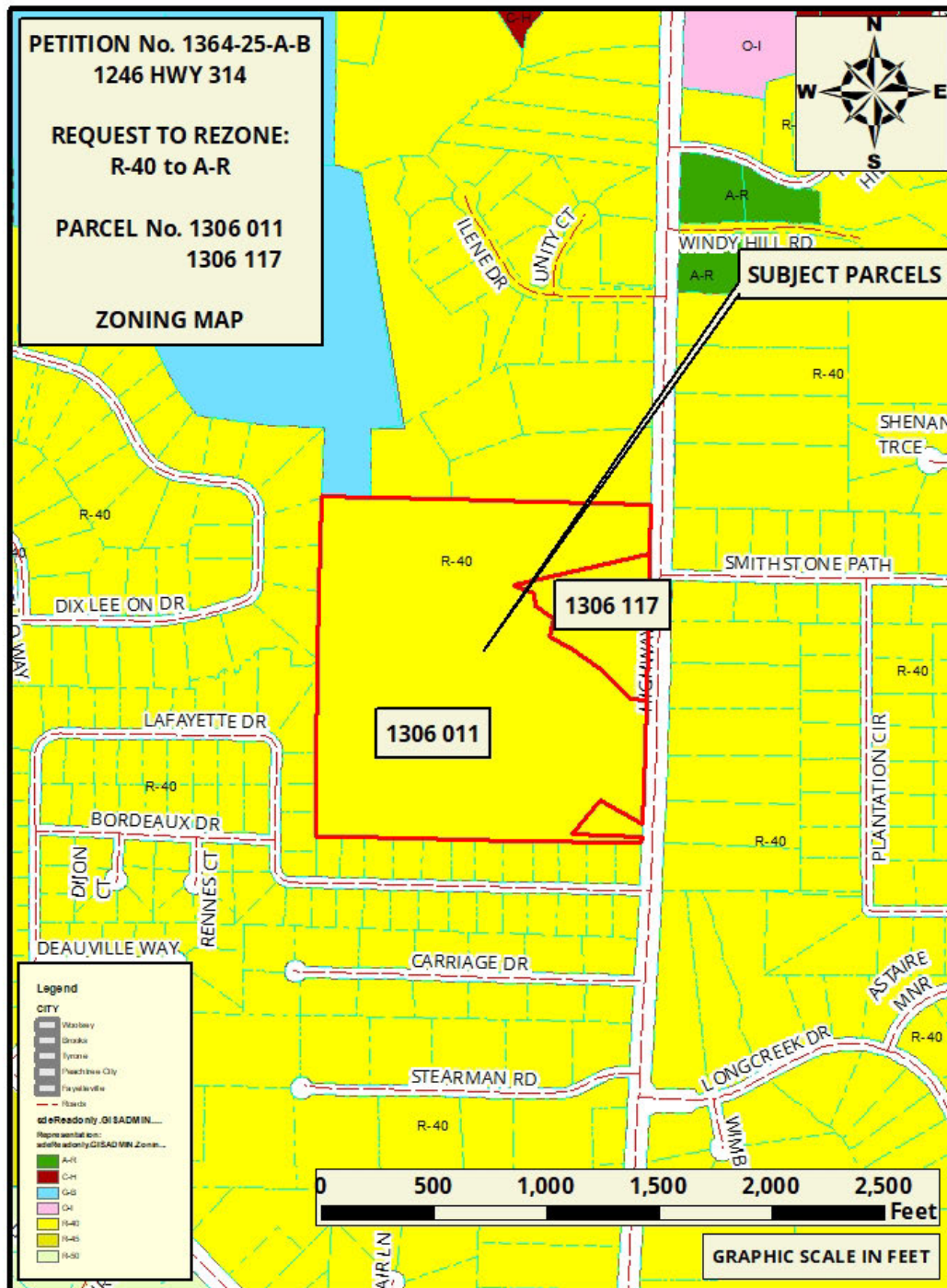
9. Food service shall meet all state and local requirements.

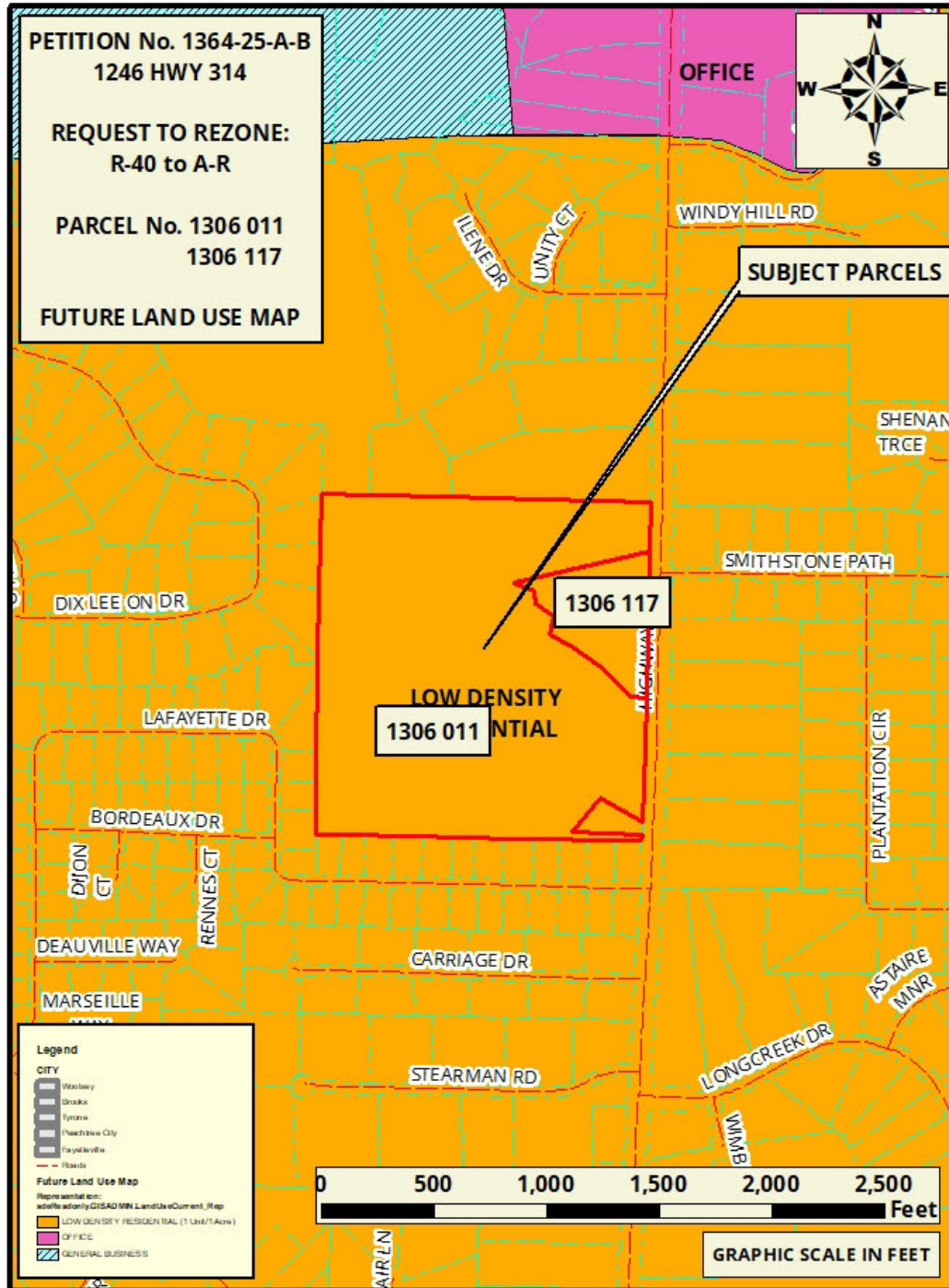
10. Tourist accommodations shall not be allowed in conjunction with an A-R wedding and event facility with exception of an A-R Bed and Breakfast Inn that is compliant with [section 110-169](#) and Article VI, pertaining to "Tourist Accommodations," of [Chapter 8](#) of the County Code.

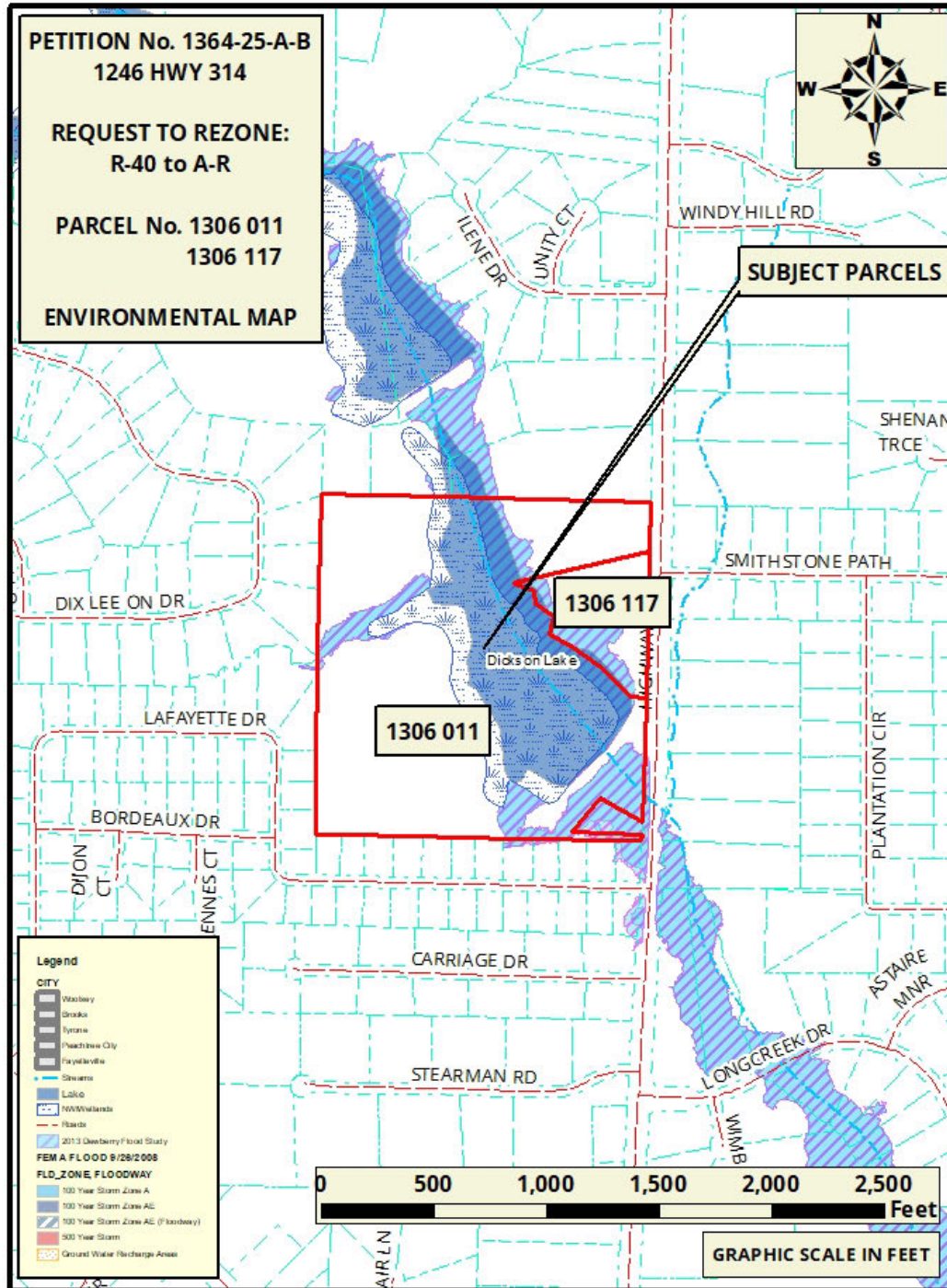
11. Tents shall require county fire marshal approval, as applicable.

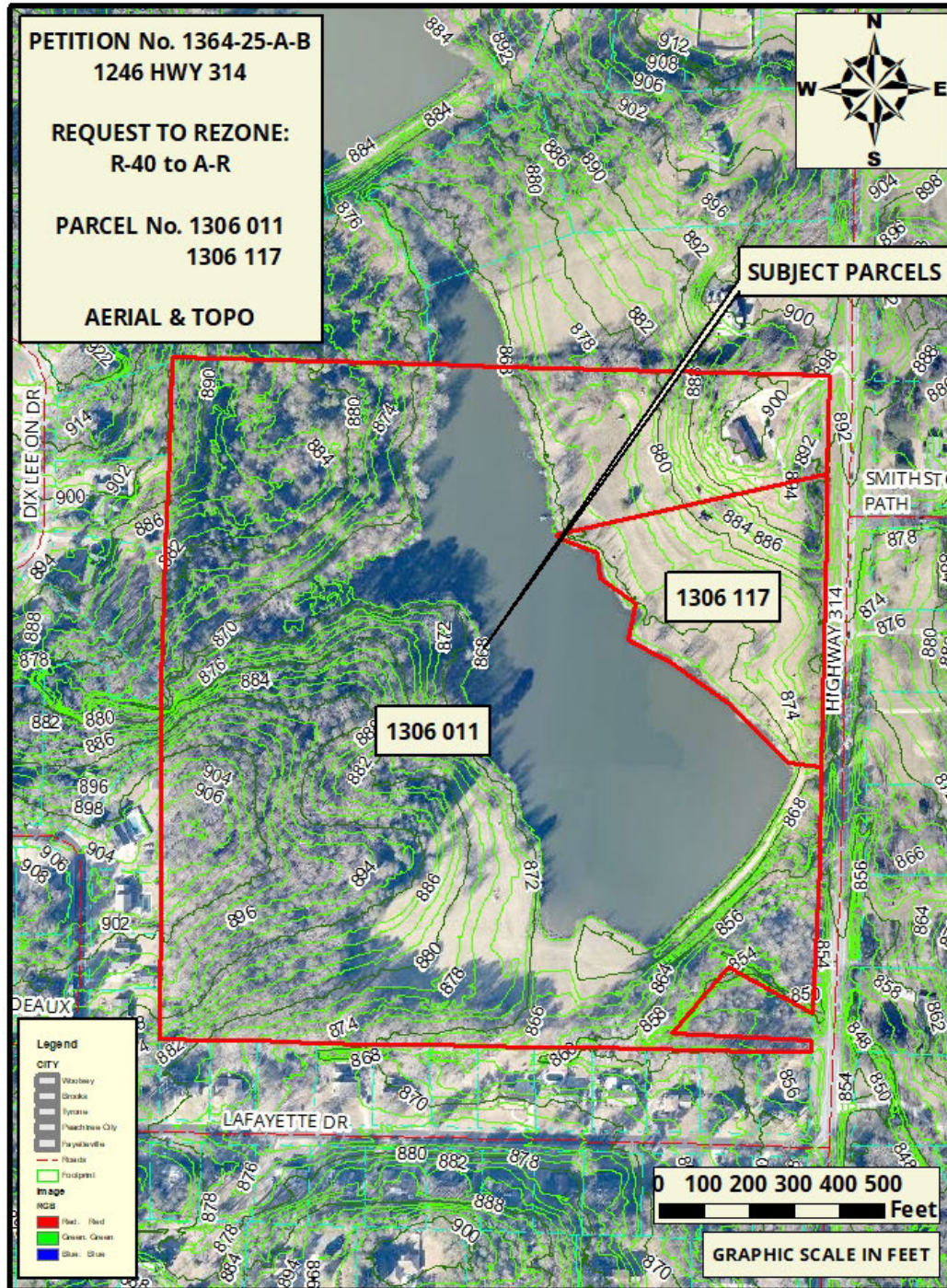
12. A site plan meeting the full requirements of the county development regulations is not required. A sketch, drawn to scale on a survey of the lot depicting all existing buildings and specific areas utilized for weddings and events shall be required. The survey shall also depict FEMA and MNGWPD floodplain and elevations, and watershed protection buffers and setbacks as applicable. In the event ~~that~~ 5,000 or more square feet of impervious surface is added in conjunction with a wedding and event facility, a site plan compliant with stormwater requirements of the county development regulations shall be required. The site will be exempt from the nonresidential development landscape requirements and tree retention, protection, and replacement of the county development regulations. A site located on a state route shall comply with the applicable transportation corridor overlay zone ([Sec. 110-173](#)) with the exception of the architectural standards.











NOTE: Tract III is NOT part of this petition.

BOARD MEMBERS

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

STAFF

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

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

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

NEW BUSINESS

1. Call to Order. *Chairman John Kruzan called the August 7, 2025, meeting to order at 7:00 pm.*
2. Pledge of Allegiance. *Chairman John Kruzan offered the invocation and led the audience in the Pledge of Allegiance. County Attorney E. Allison Ivey Cox was absent.*
3. Approval of Agenda. *Danny England made a motion to approve the agenda. John Culbreth, Sr., seconded the motion. The motion carried 5-0.*
4. Consideration of the Minutes of the meeting held on July 17, 2025. *Danny England made a motion to approve the minutes of the meeting held on July 17, 2025. John Culbreth, Sr., seconded the motion. The motion carried 5-0.*
5. Plats
 - a. Minor Final Plat for Morris Estates. *John Culbreth, Sr., made a motion to approve the Minor Final Plat for Morris Estates. Danny England seconded the motion. The motion passed 5-0.*

PUBLIC HEARING

6. Consideration of Petition 1364-25-A, Applicant is requesting to rezone Parcel No. 1306 011 (45.412 acres) from R-40 (Single-Family Residential) to A-R (Agricultural-Residential). Property is located in Land Lot 219 of the 13th District and fronts Highway 314. *John Culbreth, Sr., made the motion to DENY Petition 1364-25-A. Danny England seconded the motion. The motion passed 5-0.*

7. Consideration of Petition 1364-25-B, to rezone Parcel No. 1306 117, proposes to rezone 4.738 acres from R-40 (Single-Family Residential) to A-R Agricultural-Residential (Single-Family). Property is located in Land lot 219 of the 13th District and fronts Highway 314. ***John Culbreth, Sr., made the motion to DENY Petition 1364-25-B. Danny England seconded the motion. The motion passed 5-0.***
8. Consideration of Petition 1365-25, Applicant proposes to rezone 53.81 acres from R-70 (Single-Family Residential) to A-R Agricultural-Residential (Single-Family). Property is located in Land Lots 80 & 81 of the 7th District and fronts Coastline Road. ***Danny England made the motion to recommend APPROVAL of Petition 1365-25. Jim Oliver seconded the motion. The motion carried 3-1-1. John Culbreth, Sr., opposed, and Boris Thomas abstained from voting.***
9. Consideration of Petition 1366-25, Applicant is requesting to rezone 31.144 acres from R-45 (Single-Family Residential) to A-R Agricultural-Residential (Single-Family). Property is located in Land Lots 73 and 88 of the 5th District and fronts South Jeff Davis Drive and Dixon Circle. ***Jim Oliver made the motion to recommend APPROVAL of Petition 1366-25. Danny England seconded the motion. The motion carried 3-2. John Culbreth Sr. and Boris Thomas opposed.***

John Culbreth Sr. moved to adjourn the August 7, 2025, Planning Commission meeting. Jim Oliver seconded. The motion passed 5-0.

The meeting adjourned at 9:25 pm

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

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

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

NEW BUSINESS

1. Call to Order. ***Chairman John Kruzan called the August 7, 2025, meeting to order at 7:00 pm.***
2. Pledge of Allegiance. ***Chairman John Kruzan offered the invocation and led the audience in the Pledge of Allegiance. County Attorney E. Allison Ivey Cox was absent.***
3. Approval of Agenda. ***Danny England made a motion to approve the agenda. John Culbreth, Sr., seconded the motion. The motion carried 5-0.***
4. Consideration of the Minutes of the meeting held on July 7, 2025. ***Danny England made a motion to approve the minutes of the meeting held on July 17, 2025. John Culbreth, Sr., seconded the motion. The motion carried 5-0.***
5. Plats

Ms. Debbie Bell confirmed the plat was reviewed and approved by staff, stating that the minor final plat creates additional lots but does not create new roads.

- a. Minor Final Plat for Morris Estates. ***John Culbreth, Sr., made a motion to approve the Minor Final Plat for Morris Estates. Danny England seconded the motion. The motion passed 5-0.***

PUBLIC HEARING

6. **Consideration of Petition 1364-25-A**, Applicant is requesting to rezone Parcel No. 1306 011 (45.412 acres) from R-40 (Single-Family Residential) to A-R (Agricultural-Residential). Property is located in Land Lot 219 of the 13th District and fronts Highway 314.

Ms. Debbie Bell stated the applicant is proposing to rezone the parcels above totaling 50.15 acres for the purposes of use as a single-family residence and for operating an A-R Wedding/Event Venue. She explained the staff recommendation for 1364-25-A (Parcel 1306-011), the future land use plan, is designated for Low Density Residential, and A-R zoning will be suitable. Parcel 1306-117 (smaller lot) does not meet the minimum lot size for A-R zoning, so a condition is recommended to combine it with a larger parcel. Based on the investigation and staff analysis, Planning & Zoning Staff recommends conditional approval. She showed the maps and added that any entrances and driveways will be reviewed and approved by GDOT. Before the Board voted on each petition separately, Ms. Bell read the staff recommendation conditions individually if the petitions were approved:

1364-25-A:

1. All parcels that are the subject of this petition shall be combined by a recorded final plat within 180 days of the approval of the petition or prior to the submittal of a site development plan, whichever comes first.

1364-25-B:

1. All parcels that are the subject of this petition shall be combined by a recorded final plat within 180 days of the approval of the petition or prior to the submittal of a site development plan, whichever comes first.

Ms. Bell informed the public that they were going to hold two separate public hearings, being "A" the first one and "B" the second one, with opportunities to speak on either one and to remember to sign the sheet at the podium.

Chairman John Kruzan thanked Ms. Bell for the presentation and asked if the petitioner was present.

Mr. Xavier Hill, owner of the property, stated he purchased the property two years ago. He is a builder who was planning to build houses on the lot, but didn't feel that it would help the community. He stated he would like to do small gatherings by reservation only, a licensed fishing wellness workshop, and book readings. He commented that the lake requires some updates and might cost him three hundred and fifty grants on repairs, and he started repairing the dam. He will also, in the future, like to develop the property. He mentioned this project will be a better option instead of a housing development.

Ms. Lucille Hill, the mother of the applicant, spoke in support of the petition, stating that there will be only small gatherings, nothing after ten thirty and nothing over seventy-five people, probably once a month.

Mr. Richard Winfrey, developer mentioned that the initial plan to build a subdivision is not compatible with the current economy and the area. He stated the location of the venue is going to be away from the street, the surrender sides of the property have good buffers.

In Opposition:

Mr. Larry Mapp stated his concern is the egress will be on Highway 314 and he opposed that it would create additional traffic and the definition of county's definition of A-R.

Ms. Gail Raby lived in the area for 31 years, moving from DeKalb County to a safe, quiet place. She stated this change can lead to establishment event venues with frequent parties, noise, safety concerns, and open floodgates for other properties to file suit, transforming a quiet residential area into a mixed commercial zone, where the values will go down and crime rates will go up. Ms. Gaby mentioned Mr. Hill sees this property as an investment, not as a residence, and asked the board for denial of the petition.

Ms. Heidi Anderson stated that respectfully urges to deny the request, which will introduce significant harm to a peaceful family environment, allowing commercial parties will change the nature of the neighborhood. She talked about public safety, traffic, loss of property values, and erosion of community character. Ms. Heidi stated if rezoned will erode the quiet, stable neighborhood and replace it with commercial activities that belong in appropriate zone areas.

Mr. Carlton Morse has been a resident for 30 years at Dix Lee On Subdivision mentioned that the people who are present tonight have been disturbed by noise on this property and will be affected by the special uses of A-R zoning. Mr. Morse stated that when there is a commercial motive, plans can change, and he brought a petition with signatures of members for the board. Ms. Debra Sims received the petition and handed it to the board.

Chairman John Kruzan asked the audience to have respect for people who are speaking and not to applaud to help us move the process moving.

Ms. Marcelle English from the Newton Plantation, improving the community is great, the house was bought as residential, the parcel should be sold and purchased elsewhere to do this type of business. Highway 314 is not a good location for an event center.

Mr. Isaac Logan, resident of the subdivision of Country Lakes, stated they don't need additional traffic, having delivering trucks going into people's yards, and adding the Liberty North subdivision will make an increase in that area.

Mr. Lawrence Patterson from the Newton Plantation subdivision stated that he doesn't personally know Mr. Hill, but he stated that he initially wanted to build homes, but those plans changed because of the economy, which would have had minimum traffic. Time ran off for petition "A", Ms. Bell and Chairman Kruzan informed Mr. Patterson, but Mr. Hill declined to speak and asked the board for Mr. Patterson to continue, and he will be next for petition "B". Mr. Patterson stated was a security before becoming a police officer and as Ms. Lucille Hill mentioned previously ten thirty was not going to be enough to stop the parties, he asked Mr. Hill if security would be security required for each gathering for extended hours? Security guards or police officers? mentioned they don't care, he was one before, they just want to get paid. He added his opposition to the petitions.

Mr. Harold Powell lives in Acorn Ridge, stating that growing up in a low income area he did everything he could to change the trajectory of his life, he worked very hard to make sure his family could feel protected and safe. Mr. Powell stated the zoning stays with the property, not the owner, and once he sells, who knows what's coming next? A recent party got out of control in Country Lake, due to lack of control the resources of Fayette County were stretched beyond capacity, trying to contain traffic, blocking residences. There is nothing you can do to stop them.

Ms. Denise Morse has been in Fayette County for thirty years, a side neighbor from the property, and has watched Fayette County continue to keep Marta and public transportation out, which is great to control who comes and goes, concerned about the large parties and noise.

Mr. Walter Metzger mentioned that he has no problem with a subdivision across from him, but anything classified as commercial would change the value of his property and the way he lives at his home.

Ms. Leslie Head lives in Lafayette Estates, mentioned Mr. Hill wanted to cut a road in the middle of the neighborhood about four months ago (RDP-017-24), he spoke about the infrastructure projects, water, sewage, power, and put a drainage 20 inch line to drain the lake and do other things to it. If he is allowed to do this, it will be major consequences.

Chairman John Kruzan asked if there was anyone else in opposition. With no response, he asked Mr. Hill to come back for rebuttal.

Mr. Hill that he wanted to address the last person's comment by stating that before purchasing the property in Lafayette Drive, and was told by the county in order to develop the backside of the lake he need it access on the other side of the dam to develop thirty acres in accordance with he county guidelines. Mr. Hill responded there

are a lot of assumptions and it's not his intention to put up a commercial building; he wants his neighbors to beautify the community, not to take away from the community. He presented a slide show of the property and what he had invested in. Ms. Bell presented it to the audience in general.

Chairman Kruzan brought the item back to the board for questions/comments.

John Culbreth, Sr., mentioned he understands as the owner of this property, he has good intentions and once a major rezoning takes place with other uses that can be placed on the property, that will open the door that will be contrariety to the community. Looking at some news in the Metro Atlanta area, within five years will be needed for housing, Mr. Culbreth adds that what is the greatest good for the community.

Mr. Boris Thomas mentioned would ignore everyone's comments, and will use what mistaken by Mr. Hill appointed that it will be modest gatherings, what modest? It will be private tastings, tastings of what? and what are the hours and limitations? Prohibit activities that were not mentioned, noted, didn't you say any control hours, stated something loosely, but that's not in writing, nor can it be controlled by Fayette County or the Board once it's zoned. By hiring traffic monitors if needed, who determines the need? Mr. Thomas added that he did not hear anything following any type of noise ordinance, parking limitations, or changes from the different uses this zoning allows.

Mr. Hill responded that most of Mr. Thomas' questions are addressed by the ordinances, and regarding the egress to the property, there are three entry and exit points.

Mr. Thomas asked if the Fayette County Sheriff has to use resources to enforce the complaints and noise monitored, or do you have any type of enforcement of it?

Mr. Hill responded that he will be the one enforcing it and mentioned this property has a joint easement and he will be fixing it and the state mandates for repairs.

Mr. Jim Oliver mentioned he understands EPD is classifying the dam as a Class one, the part of the property developing for the venue. How are you going to access the back side of the neighbors to access that part?

Mr. Hill stated he would do anything with that side of the property; everything will be on the Highway 314 side.

Mr. Danny England asked what is the layout of that house inside?

Mr. Hill responded with three bedrooms, two and a half baths, and a six-hundred-square-foot cover patio.

Mr. England mentioned it will be limited to an event center, either it will be added to it or renovated, or something else to accommodate.

Mr. Hill responded that it will not be used for that; he is just trying to use the property as it is currently. He is trying to keep it simple.

Mr. England added that mentioned by a couple of citizens commented previously that this will be a commercial use, even if it is a residential area and establishing a residential character and people committing to a property by purchasing it, and what they see is what they get. Conceptually, the community is not buying that.

Chairman Kruzan gave the petitioner the opportunity to withdraw the petitions before voting.

Mr. Hill decided to continue for the separate votes.

John Culbreth, Sr., made the motion to DENY Petition 1364-25-A. Danny England seconded the motion. The motion passed 5-0.

7. Consideration of Petition 1364-25-B, to rezone Parcel No. 1306 117, proposes to rezone 4.738 acres from R-40 (Single-Family Residential) to A-R Agricultural-Residential (Single-Family). Property is located in Land lot 219 of the 13th District and fronts Highway 314.

Since there were two separate petitions and the hearing for each one of those was read and all comments were heard, the Planning Commission Board voted as follows:

John Culbreth, Sr., made the motion to DENY Petition 1364-25-B. Danny England seconded the motion. The motion passed 5-0.

8. Consideration of Petition 1365-25, Applicant proposes to rezone 53.81 acres from R-70 (Single-Family Residential) to A-R Agricultural-Residential (Single-Family). Property is located in Land Lots 80 & 81 of the 7th District and fronts Coastline Road.

Ms. Debbie Bell explained the petition above and stated the applicant's intentions are to use the uses of the A-R zoning district and, in the long-range plan, apply for a PUD-PRL zoning for developing a retreat and training center for veterans and their service dogs. Staff recommendation approval of the request for A-R zoning (Agricultural-Residential), as defined by the Fayette County Land Use Future Comprehensive Plan, shows one unit per two acres for this area. The property contains environmentally sensitive areas and floodplain and will not be developed. It's surrounded by properties R-70, R-45, and a portion of this property was annexed from the Town of Tyrone. Ms. Bell showed the maps and stated in staff's opinion that the zoning proposal is not likely to have an adverse impact on nearby residential uses.

Chairman John Kruzan asked if the petitioner was present.

Ms. Piper Hill stated she is the owner of the property and bought it six or seven years ago, and an area large enough to create a respite area for veterans and to train dogs without disturbing people around them, she mentioned her intentions are to turn it into a PUD later, she mentioned doesn't want to make a large impact on the area and will be one building built for training and had the intent of doubling the walls for noise contained, will do a background check done called PCLM to everyone that comes to the program to see how are they doing know, because there are some veterans that she cannot help. Ms. Hill stated that when she got injured, she couldn't read, write or tie her shoes, she had a traumatic brain injury and when she asked the VA for help and claim she could obtain the help needed. She is alive because of her dog and throughout the eighteen years she is been running the program through healing for heroes, she knows that nature is very important for both veterans and people and the community and stated want to keep the natural habitat there, will try to keep whatever parking will be within that one acre along with the building. Ms. Hill stated they are the number one veteran nonprofit in the state of Georgia, providing services for brain health, service dogs, nutrition for both, and are the third nonprofit in the United States. She mentioned training 125 service dogs a year for veterans and it's going down significantly this year around 80 service dogs for veterans. They also train service dogs for civilian adults and for children. Since 2008, They have trained 425 service dogs for civilians in this community and 139 service dogs for children with disabilities.

Chairman Kruzan asked the audience if anyone was in support of the petition.

Mr. Charles Bennett came in for another hearing but said she is doing what best veterans.

Chairman Kruzan asked if anyone else was in support of the petition or opposition. With no response the chairman brought the item back to the board for questions/comments.

Mr. John Culbreth, Sr., asked the petitioner how long have you own this property?

Ms. Hill six or seven years.

Mr. Culbreth asked do you recalled submitting this petition to the planning commission and if it was withdrawn or did you own it at that time?

Ms. Hill responded it was originally going to be a neighborhood, but not by her, whoever owned it before her.

Ms. Bell commented she didn't remember the developer's name but that plan went away when the housing market crashed.

Mr. Culbreth stated that when Pete presented to the Ellen Ridge community association, which he is the president of, was withdrawn and the community was very vocal and what the impact would be on the adjacent neighborhoods.

Ms. Hill responded she did not submit anything to the county or to Pete.

Mr. Culbreth added it was discussed and was a meeting with Pete and a facility, and issues came out about the dogs' sounds, barking.

Ms. Hill responded honestly Sir, you have more to worry about those [wild] boars outside than my dogs. You haven't heard my dog at all, sitting here right under the chair.

Mr. Culbreth stated, just wanted to put into the records what the concerns were in the community for Ellen's Ridge and the Homeowners Association.

Mr. Boris Thomas asked, "Are you planning on housing any veterans and for how long"?

Ms. Hill responded that their classes are being discussed for a longer period, for her to train the trainer program from Sunday to Friday.

Mr. Thomas asked how many veterans there will be at one time.?

Mr. Hill responded they will have no house there but if they do it will be six, maybe ten at the most, they will stay in area hotels.

Mr. Thomas asked, "Would you allow weapons in the property"?

Ms. Hill responded, "We have the second amendment. I'm not going to ask them to bring their weapons, but I don't know how to answer that, but I carry my weapon almost everywhere I go.".

Mr. Thomas asked would you have any security for any unstable veterans incase venturing the surrender neighborhoods?

Mr. Hill responded she has been doing it this since 2008 and explained on one occasion she had to bring undercover police into the class for a veteran she was concern about and will have a new head trainer and he is a police officer.

Mr. Jim Oliver asked Ms. Bell in order to develop things they will have to come back to staff?

Ms. Bell responded that a PUD is a very specific rezoning they will come for two public hearings and will require specific rezoning and have to follow that development

very closely.

Ms. Hill added they do background checks for everyone enroll in their program and also they fill out a PCAL form that the VA and the psychiatrists use to check people's mental health and she stated had turned down some people for lying, and will not accept people on the sex offender list or killers, she will refer them to someone else that might can help them.

Mr. Culbreth asked what size facility the applicant is proposing?

Ms. Hill responded this might change because of money, but something around 50x50 training center, she states right now she is training in churches and American Legion building. She would like something bigger, around 22,000 square feet. Two story building to use the second story as storage.

Mr. Culbreth asked what is the timetable for development?

Ms. Hill responded she hadn't started with the architectural project just yet but the plan start building in a year and a half.

Mr. Culbreth asked staff if did we put up signs about this request.?

Ms. Bell responded yes.

Mr. Danny England asked the petitioner somewhere between 80 to 125 dogs a year, how many will you have in site at any giving time?

Ms. Hill responded to no more than 20.

Mr. England asked if any structure will have a kennel for 20 dogs and also a few spaces for housing, and if this will be a kind of mix use building.

Ms. Hill responded correct.

Mr. England commented he is an architect and the sound will be the most concerning part in this building and just make sure to think about the surrounding communities.

Mr. Culbreth asked where are you planning to ingress and egress to the property?

Ms. Hill responded will be probably on Coastline Road.

Ms. Bell added it will have to be on Coastline, it only has frontage on that road, and it is restricted to Coastline Road. When someone starts developing a property they will work with the engineering department to located the driveway or in an appropriate spot that has good sight distance in all directions.

Chairman Kruzan asked for any more questions from the board or to make a motion.

Danny England made the motion to recommend APPROVAL of Petition 1365-25. Jim Oliver seconded the motion. The motion carried 3-1-1. John Culbreth, Sr., opposed, and Boris Thomas abstained from voting.

9. Consideration of Petition 1366-25, Applicant is requesting to rezone 31.144 acres from R-45 (Single-Family Residential) to A-R Agricultural-Residential (Single-Family). Property is located in Land Lots 73 and 88 of the 5th District and fronts South Jeff Davis Drive and Dixon Circle.

Ms. Bell stated the lot is a legal record that meets or exceeds A-R zoning requirements. The Future Land Use Map designates it as Low-Density Residential, with a 1-acre minimum parcel size. A-R has a 5-acre minimum parcel size, making it less intensive zoning than R-45. Staff recommends conditional approval for rezone from R-45 to A-R as follows:

1. The existing house on the parcel does not meet the building setback requirements for A-R and shall be demolished within 180 days of approval of the rezoning or prior to application for any future rezonings or minor final plats, whichever comes first.
2. The owner/developer shall dedicate land to Fayette County as needed to provide a minimum 50-ft of right of way as measured from the existing centerline of South Jeff Davis Road for the full width of the parcel. This dedication shall be completed within 180 days of approval, or prior to the submittal of a final plat, whichever comes first.
3. No new parcels may be created unless and until a paved road, constructed to County Standards and with a 60' dedicated right-of-way, is constructed at the present end of Dixon Circle as shown on the survey provided with the application.

Staff have discussed these conditions with the applicant's agent, and they accept these conditions.

Ms. Bell also stated they were previous conditions associated with the property when they were part of the woodlands, the number of curb cuts that could be developed on this property. If it is zoned A-R, due to the shape of the property no more than 2 lots can be developed with frontage on South Jeff Davis. At the narrowest portion of the lot, about halfway between the north and south edges, the property is only 60' wide; a new parcel must have 100' of width all the way to the buildable portion of the lot. Therefore, no new 'flag lot' leading to the south portion of the property could be created here since it is less than 100'. Ms. Bell showed the maps and stated the house on the lot will not meet the A-R standards and will have to be demolished.

Chairman Kruzan asked if the petitioner was present.

Ms. Christine Flanigan spoke on behalf of the owner, the two major reason to change it to A-R is to create the driveway off Dixon Road we have to get some land from Mr. McCue maybe a half an acre and we are going to quitclaim him about 2 acres from the 19 acres parcel in order to keep his conservation status and his A-R zoning. And another reason for the rezoning is to protect the other landowners by keeping it at 5 acres parcels if the land is developed.

Chairman Kruzan asked if anyone was in support of the petition- NO one responded, then he asked for anyone in opposition.

Mr. Travis Bouwmeester started speaking with James McCue, and he hasn't agreed to anything yet, and they are trying to give him a piece of land swap that will be of no use for him. Mr. Travis added that Dixon circle is too narrow, you can't have two cars at one time. The increased flow of traffic will increase and not everyone has the best interest of the residents in mind.

Mrs. Emily Bennett stated they have been there 34 years, stating it is a narrow street, and there is a Methodist Pastor buried there, and they don't know how they will deal with this. She expressed her concerns about whether a developer will be brought to build a road on Dixon circle. They might need more property for construction, she stated she does not want to move due to this.

Mrs. Charles Bennett explained they moved from Lafayette sometime in 1991 and that in 1996 that Jerry's father refused to sell him 70 feet. Jack Dixon twin of Jack Dixon lived where the McCue's live now and said the swap was not going to be of any value. Mr. Bennett explained he had to cut trees encroaching into his property, he also commented he would like to see that property bought by the state and kept it as game preserve for the wildlife animals in specially the deer's and not an area for hunting.

Ms. Flanigan stated she understands the neighbors' concerns, but they are not going to make the road larger they are just going to make the driveway.

Mr. Danny England asked staff if the existing part of the road in Dixon circle is not being altered.?

Ms. Bell responded No, if they need to subdivide, they will have to construct at the end of Dixon circle enough road to county standards, but they will not be required to change, pay or clear the rest of Dixon Circle.

Mr. England asked staff, does the existing part of Dixon circle meets county standards now?

Ms. Bell responded No.

Mr. England added that it will be a big approach, they will have 100 feet of brand

new county standard road at the end of a road that it has been like this for a long time and does not meet county standards?

Ms. Bell responded that's correct.

Mr. England responded, "Why we would do that when we haven't done it in other places that I can think of?"

Ms. Bell explained in order to subdivide property every lot has to have sufficient frontage on a county road or a private road on a road that will be 100' of frontage unless is a cul-de-sac in which case you can put 4 lots on a cul-de-sac with the minimum of 50' of frontage and the only way they will be able to subdivide any of this property will be to build enough road at the end with a cul-de-sac to meet that standard, they can't separate the northern part of the property triangular piece unless they build a cul-de-sac at Dixon circle. That is a county requirement. The county will not require a developer to improve the balance of the road to develop another portion of the road.

Mr. England responded by the land swap, "We might get 3-5 acre lots?"

Ms. Bell responded at most you will get 4 or 3 tracts once you build a road.

Mr. England asked if this hasn't been platted yet, why are conditioning a property assuming the cul-de-sac is required but we haven't done the plating it and know if it is?

Ms. Bell responded that a cul-de-sac will be necessary to subdivide this property because it is the only way to provide road frontage at the Dixon circle end.

Mr. England asked staff, Dixon Circle owners are more concerned about the traffic and road but maybe there will be maybe 2-3 houses?

Ms. Bell responded That's correct, we don't know the exact but the existing right-of-way at Dixon circle is about 30 feet, and it's not enough to create this parcel.

Mr. Boris Thomas added they are also concerned about the trees being cut down.

Ms. Bell stated this will not remove any of the trees anywhere else on Dixon Circle except on this property and they are aware of the cemetery that it is included on the plat and will not be impacted.

Jim Oliver made the motion to recommend CONDITIONAL APPROVAL of Petition 1366-25. Danny England seconded the motion. The motion carried 3-2. John Culbreth Sr. and Boris Thomas opposed.

John Culbreth Sr. moved to adjourn the August 7, 2025, Planning Commission meeting. Jim Oliver seconded. The motion passed 5-0.

The meeting adjourned at 9:25 pm

ATTEST:

**PLANNING COMMISSION
OF
FAYETTE COUNTY**

JOHN KRUZAN, CHAIRMAN

**DEBORAH BELL
DIRECTOR, PLANNING & ZONING**

PETITION No (s): 1364-25 A

STAFF USE ONLY

1364-25 BSAGES REFERENCE No.: REZONE-04-25-089289**APPLICANT INFORMATION**Name 1246 Hwy 314 Fayette LLCAddress 1246 Hwy 314City FayettevilleState GA Zip 30214Email [REDACTED]Phone 678 637 9790**PROPERTY OWNER INFORMATION**Name 1246 Hwy 314 Fayette LLCAddress 1246 Hwy 314City FayettevilleState GA Zip 30214Email [REDACTED]Phone 678 637 9790**AGENT(S) (if applicable)**

Name _____

Address _____

City _____

State _____ Zip _____

Email _____

Phone _____

Name _____

Address _____

City _____

State _____ Zip _____

Email _____

Phone _____

(THIS AREA TO BE COMPLETED BY STAFF)☐ Application Insufficient due to lack of:

Staff: _____ Date: _____

☒ Application and all required supporting documentation is Sufficient and CompleteStaff: Debra M. Smith Date: 4/28/25 Changed Per ClientDATE OF PLANNING COMMISSION HEARING: July 17, 2025 August 7, 2025DATE OF COUNTY COMMISSIONERS HEARING: August 28, 2025Received from Xavier Hill a check in the amount of \$ 700.00 for application filing fee, and \$ 40.00 for deposit on frame for public hearing sign(s).Date Paid: 4/28/2025 Receipt Number: 23893

PETITION No.: 1364-25 A Fees Due: \$450.00 Sign Deposit Due: \$20.00

STAFF USE ONLY

PROPERTY INFORMATION (please provide information for each parcel)

Parcel # (Tax ID): 1306-011 Acreage: 45.3
 Land District(s): 13 Land Lot(s): 219
 Road Name/Frontage L.F.: HWY 314 265-2.3 Road Classification: arterial
 Existing Use: single family residence Proposed Use: A-R Bed + Breakfast + Fishing
 Structure(s): SFD Type: _____ Size in SF: ~3,400 1941
 Existing Zoning: R40 Proposed Zoning: A-R
 Existing Land Use: vacant land Proposed Land Use: single
 Water Availability: yes Distance to Water Line: _____ Distance to Hydrant: _____

PETITION No.: 1364-25 B Fees Due: \$250.00 Sign Deposit Due: \$20.00

STAFF USE ONLY

PROPERTY INFORMATION (please provide information for each parcel)

Parcel # (Tax ID): 1306-117 Acreage: 4.7
 Land District(s): 13 Land Lot(s): 219
 Road Name/Frontage L.F.: HWY 314/1231.51 Road Classification: ARTERIAL
 Existing Use: VACANT/RES. Proposed Use: _____
 Structure(s): NONE Type: _____ Size in SF: _____
 Existing Zoning: R40 Proposed Zoning: A-R
 Existing Land Use: _____ Proposed Land Use: _____
 Water Availability: YES Distance to Water Line: _____ Distance to Hydrant: _____

PETITION No.: _____ Fees Due: _____ Sign Deposit Due: _____

STAFF USE ONLY

PROPERTY INFORMATION (please provide information for each parcel)

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

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

Name(s) of All Property Owners of Record found on the latest recorded deed for the subject property:

1246 Hwy 314 Fayette Co LLC

(Please Print)

Property Tax Identification Number(s) of Subject Property: 1306-011 / 1386-17

(I am) (we are) the sole owner(s) of the above-referenced property requested to be rezoned. Subject property is located in Land Lot(s) 219 of the 13 District, and (if applicable to more than one land district) Land Lot(s) _____ of the _____ District, and said property consists of a total of 50 acres (legal description corresponding to most recent recorded plat for the subject property is attached herewith).

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

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

(II) Xavier Hill

Signature of Property Owner 1

1246 Hwy 314

Address

Fayetteville, GA 3024

Signature of Property Owner 2

Address

Signature of Property Owner 3

Address

Signature of Authorized Agent

Address

[Signature]

Signature of Notary Public

20 APR 2025

Date

Signature of Notary Public

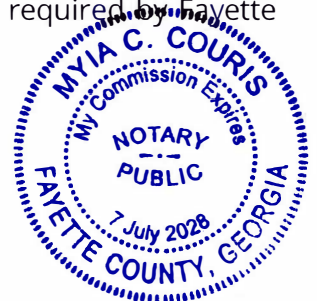
Date

Signature of Notary Public

Date

Signature of Notary Public

Date



PETITION No.: 1364-25**OWNER'S AFFIDAVIT***(Please complete an affidavit for each parcel being rezoned; ALL property owners must sign.)*NAME: 1246 Hwy 314 Fayetteville Co LLCADDRESS: 1246 Hwy 314 Fayetteville Ga 30214

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

1246 Hwy 314 Fayetteville Co LLC affirms that he is the owner or the specifically authorized agent of the property described below. Said property is located in a(n) _____ Zoning District. He/She respectfully petitions the County to rezone the property from its present classification and tenders herewith the sum of \$ _____ to cover all expenses of public hearing. He/She petitions the above named to change its classification to AR.

This property includes: (check one of the following)

☐ See attached legal description on recorded deed for subject property or☐ Legal description for subject property is as follows:PUBLIC HEARING to be held by the Planning Commission of Fayette County on the day of July 17, 2025 at 7:00 P.M.PUBLIC HEARING to be held by the Board of Commissioners of Fayette County on the day of August 28, 2025 at 7:00 P.M.SWORN TO AND SUBSCRIBED BEFORE ME THIS 23 DAY OF APRIL, 2025Kami J. J. J.

SIGNATURE OF PROPERTY OWNER

SIGNATURE OF PROPERTY OWNER

Myia C. Couris

NOTARY PUBLIC



AGREEMENT TO DEDICATE PROPERTY FOR FUTURE RIGHT-OF-WAY

I/We, D46 Hwy 314 Fayette Co LLC, said property owner(s) of subject property requested to be rezoned, hereby agree to dedicate, at no cost to Fayette County, feet of right-of-way along Highway 314 as measured from the centerline of the road.

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

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

Sworn to and subscribed before me this 10th day of April, 2025.

[Signature]

SIGNATURE OF PROPERTY OWNER

SIGNATURE OF PROPERTY OWNER

[Signature]
NOTARY PUBLIC



DEVELOPMENTS OF REGIONAL IMPACT (DRI)**Rezoning Applicant:**

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

Signed this 10th, day of April, 2025.

Kamie Miller

APPLICANT'S SIGNATURE

Developments of Regional Impact - Tiers and Development Thresholds

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

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DISCLOSURE STATEMENT**(Please check one)****Campaign contributions:** ☒ **No** ☐ **Yes (see attached disclosure report)**

TITLE 36. LOCAL GOVERNMENT

PROVISIONS APPLICABLE TO COUNTIES AND MUNICIPAL CORPORATIONS

CHAPTER 67A. CONFLICT OF INTEREST IN ZONING ACTIONS

O.C.G.A. § 36-67A-3 (2011)

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

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

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

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

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

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

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

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

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

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

CHECKLIST OF ITEMS REQUIRED FOR REZONING REQUEST

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

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

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

1246 HIGHWAY 314 FAYETTE CO LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **09/15/2023** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **09/25/2023**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 9/15/2023 5:45:20 PM

BUSINESS INFORMATION

CONTROL NUMBER	23202425
BUSINESS NAME	1246 HIGHWAY 314 FAYETTE CO LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	09/15/2023

PRINCIPAL OFFICE ADDRESS

ADDRESS	4584 MORELAND AVE, CONLEY, GA, 30288, USA
----------------	---

REGISTERED AGENT

NAME	ADDRESS	COUNTY
XAVIER HILL	4584 MORELAND AVE, CONLEY, GA, 30288, USA	Clayton

ORGANIZER(S)

NAME	TITLE	ADDRESS
XAVIER HILL	ORGANIZER	4584 MORELAND AVE, CONLEY, GA, 30288, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	XAVIER HILL
AUTHORIZER TITLE	Member

Return to:

John R. Grimes, Esq
Lefkoff, Duncan, Grimes, McSwain, Hass & Hanley, P.C.
3715 Northside Parkway NW Bldg 300, Ste 600
Atlanta, GA 30327

Tax Parcel Nos 1306 011 and 1306 117

WARRANTY DEED

THIS INDENTURE, made this 1st day of November, 2023 between **WILLIAM F. JOHNSTON, III** ("Grantor"), and **1246 HIGHWAY 314 FAYETTE CO, LLC** ("Grantee") (the terms Grantor and Grantee to include their respective heirs, successors and assigns where the context hereof requires or permits).

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other valuable consideration, in hand paid at the delivery of these presents, the receipt of which is hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto Grantee, the following described real property, to-wit:

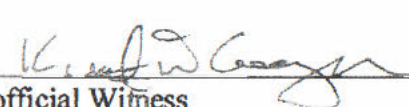
ALL THAT TRACT OR PARCEL OF LAND laying and being in Land Lot 219 of Fayette Co, GA being the tax parcels noted above and being known as 1246 Highway 314, Fayetteville, Fayette Co, GA according to the present system of number properties in said count and being more particularly and fully described in **Exhibit "A"** attached hereto and incorporated herein by reference.


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

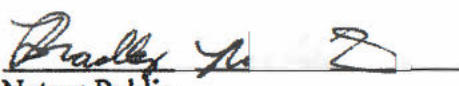
AND, SUBJECT TO the title matters expressly set forth in **Exhibit "B"** attached hereto, Grantor will warrant and forever defend the right and title to the above-described property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor.

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

Signed, sealed and delivered
in the presence of:


Unofficial Witness

 (SEAL)
WILLIAM F. JOHNSTON, III


Notary Public

(NOTARY SEAL)



EXHIBIT "A"

All that tract or parcel of land containing fifty (50) acres, more or less, in the northeast corner of Land Lot 219, and bounded as follows: On the North by lands of J. B. Travis; on the East by a public road leading from near Friendship Church to Riverdale; on the South by lands of S. B. Lewis; and on the West by lands of S. B. Lewis and the Eliza Scott place; being the same property described in the Executor's Deed from Trust Company Bank, as Executor under the Will of William Chester Dickson, to Louise Dickson (also known as Louise Edna Dickson), recorded at Deed Book 144, Page 210, Fayette County, Georgia, Records; and being the same property described in the Warranty Deed from: Louise Dickson (a/k/a Louise Edna Dickson) to Trust Company Bank, Trustee under agreement dated April 24, 1972 as amended, recorded at Deed, Book 152, Page 177, Fayette County, Georgia;

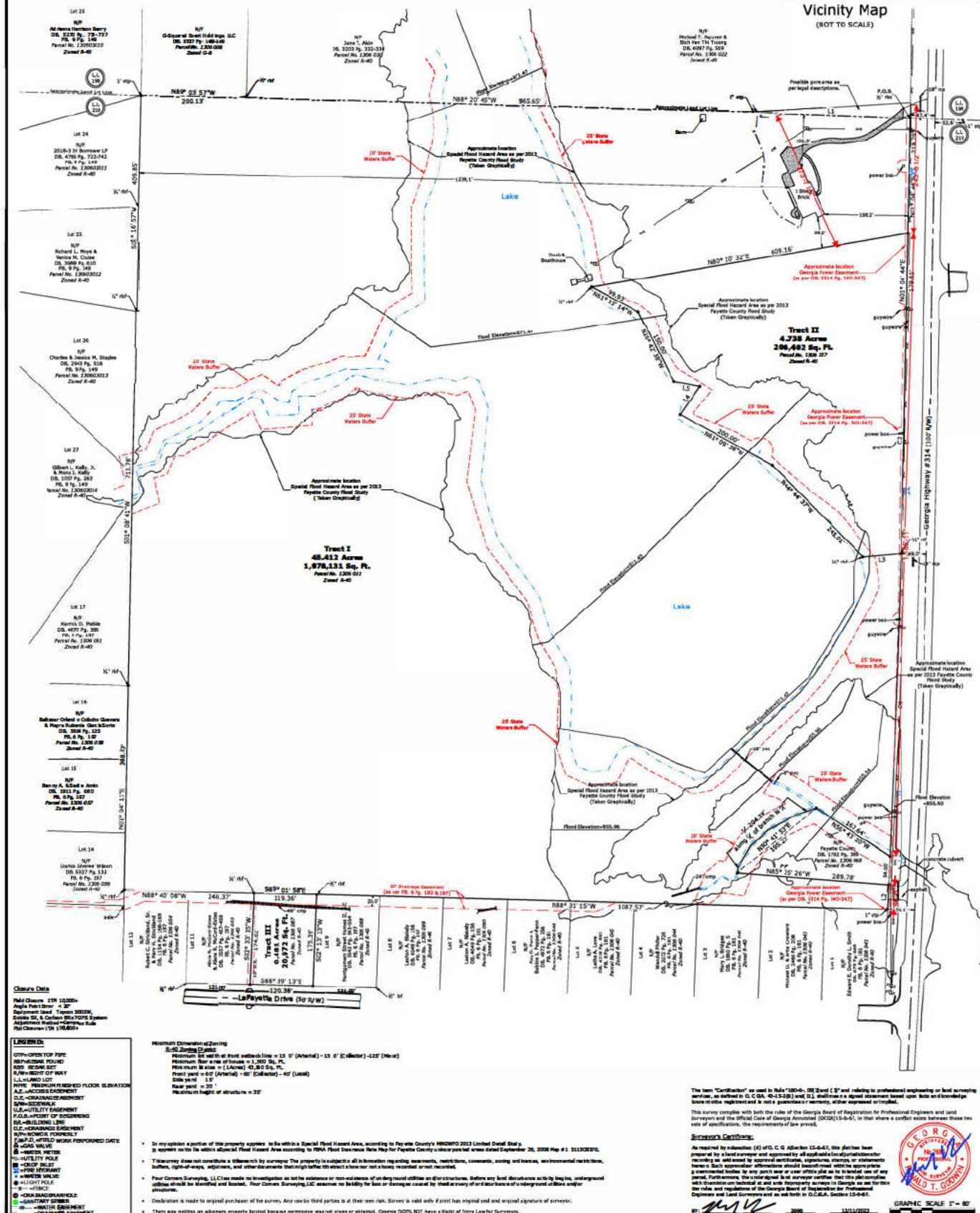
LESS AND EXCEPT:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 219 of the 13th District of Fayette County, Georgia and being more particularly described as follows:

BEGINNING at an Iron pin on the West right-of-way of Georgia State Highway No. 314 (said highway having a right-of-way 100 feet in width) 1,406 feet South, as measured along the West right-of-way line of said highway from the intersection formed by the West right-of-way line of said highway with the North line of Land Lot 219; running thence South, along the West right-of-way line of said highway, 54 feet to an Iron pin; running thence in a westerly direction 306 feet to an Iron pin located in a branch as shown on the hereinafter described plat of survey; running thence in a northeasterly direction, along said branch, 204.3 feet to an Iron pin located in another branch which runs in a northwesterly-southeasterly direction; running thence in a southeasterly direction, along the latter mentioned branch 182 feet to the West right-of-way line of Georgia State Highway No. 314 at the POINT OF BEGINNING, all as shown on a plat of survey dated April 11, 1970 as prepared by Lee Engineering Company.

Line Table		
Line #	Direction	Length
L1	S87° 53' 18"E	299.68
L2	N02° 26' 29"E	46.44
L3	S85° 07' 08"W	72.52
L4	N33° 13' 22"E	65.00
L5	N79° 32' 38"W	50.00

Vicinity Map



The term "Certification" as used in Rule "180-6, D(2) and (3)" and relating to professional engineering or land surveying services, as defined in G. C.G.A. 40-15-3(b) and (c), shall mean a signed statement based upon facts and knowledge known to the registrant and is not a guarantee or warranty, either expressed or implied.

This survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (OCGA) 15-6-5, in that where a conflict exists between those two sets of specifications, the requirements of law prevail.

Surveyor's Certificate.

As required by subsection (d) of G.C.G. Section 15-6-47, this plan has been prepared by a licensed surveyor and approved by all applicable local jurisdictional authorities or an authorized approved certifying authority. The surveyor or authorities herein so certify. Approver's affirmations should be made under oath or under appropriate oaths. Each party to any such oath or under oath is to be treated as if any oath was sworn. The surveyor signed by me and approved by the authority with this certification is hereby signed by me and approved by the authority with this certification. The surveyor signed by me and approved by the authority with this certification is hereby signed by me and approved by the authority with this certification.

2600 12/11/2022

GRAPHIC SCALE 1" = 80'

1246 Highway 314 Fayette Co, LLC

Boundary Re-tracement Survey
1246 Highway 314 & 119 LaFayette Drive
Land lot 219 of the 13th Land District Fayette County, Georgia

**FOUR CORNERS
SURVEYING**

P.O. BOX 15 Tyrone, GA 30290 770-560-8910 & 770-823-4837
FOUR CORNERS@RELLSOUTH.NET 4CORNERSURVEY@GMAIL.COM

B6 Fayette County News

Continued from page B5

Wednesday, July 16, 2025**FAYETTE COUNTY**

**PETITION FOR REZONING
CERTAIN PROPERTIES IN
UNINCORPORATED AREAS OF
FAYETTE COUNTY, GEORGIA**
PUBLIC HEARING to be held before the Fayette County Planning Commission on Thursday, August 7, 2025, at 7:00 P.M. and before the Fayette County Board of Commissioners on Thursday, August 28, 2025, at 5:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

Petition No: 1364-25-A-B

Parcel No: 1306 011 & 1306 117

Owner: 1246 Highway 314 Fayette Co, LLC

Agent(s): Xavier Hill

Zoning District: R-40

Area of Property: 50.15 +/- acres

Land Lot(s)/District: Land Lot 219 of the 13th District

Fronts on: Highway 314

Proposed: Applicant proposes the following:

A) Parcel No. 1306 011; to rezone 45.412 acres from R-40 (Single-Family Residential) to A-R (Agricultural-Residential).

B) Parcel No. 1306 117; to rezone 4.738 acres from R-40 (Single-Family Residential) to A-R (Agricultural-Residential).

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

Legal Description

EXHIBIT "A"

All that tract or parcel of land containing fifty (50) acres, more or less, in the northeast corner of Land Lot 219, and bounded as follows; On the North by lands of J. B. Travis; on the East by a public road leading from near Friendship Church to Riverdale; on the South by lands of S. B. Lewis; and on the West by lands of S. B. Lewis and the Eliza Scott place; being the same property described in the Executor's Deed from Trust Company Bank, as Executor under the Will of William Chester Dickson, to Louise Dickson (also known as Louise Edna Dickson), recorded at Deed Book 144, Page 210, Fayette County, Georgia, Records; and being the same property described in the warranty Deed from: Louise Dickson (a/k/a Louise Edna Dickson)

to Trust Company Bank, Trustee under agreement dated April 24, 1972 as amended, recorded at Deed, Book 152, Page 177, Fayette County, Georgia;

LESS AND EXCEPT.

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 219 of the 13th District of Fayette County, Georgia and being more particularly described as follows: **BEGINNING** at an Iron pin on the West right-of-way of Georgia State Highway No. 314 (said highway having a right-of-way 100 feet in width) 1,406 feet South, as measured along the West right-of-way line of said highway from the Intersection formed by the West right-of-way line of said highway with the North line of Land Lot 219; running thence South, along the West right-of-way line of said highway, 54 feet to an Iron pin; running thence in a westerly direction 306 feet to an Iron pin located in a branch as shown on the hereinafter described plat of survey; running thence in a northeasterly direction, along said branch, 204.3 feet to an Iron pin located in another branch which runs in a northwesterly-southeasterly direction; running thence in a southeasterly direction, along the latter mentioned branch 182 feet to the West right-of-way line of Georgia State Highway No. 314 at the **POINT OF BEGINNING**, ell as shown on a plat of survey dated April 11, 1970 as prepared by Lee Engineering Company.

07/16

Fayette County Board of Commissioners
 140 Stonewall Avenue West
 Fayetteville, GA 30214

Subject: Urgent Request to Deny Rezoning Request from R-40 to A-R

Dear Mr. Charles Oddo,

As a resident of Fayette County and a deeply invested member of this community, I am writing to respectfully but strongly urge you to **deny the proposed zoning change from R-40 (Single-Family Residential) to A-R (Agricultural-Residential)** for the property located at **1246 Highway 314, Fayetteville, GA 30214**

This proposed rezoning threatens to disrupt the very fabric of our neighborhood, and I implore you to consider the following concerns:

1. Incompatibility with Established Community Character

The current R-40 zoning reflects the careful planning and vision that have made this area a peaceful, family-centered residential community. Allowing a shift to A-R undermines the uniformity and stability residents rely on—and may open the door for uses wholly inconsistent with the character of our neighborhood.

2. Threat to Property Values and Residential Integrity

Rezoning to A-R allows for broader, less-restrictive land uses that may include non-residential activities such as events or agricultural operations. These uses are not only out of place in our quiet residential environment but have the real potential to reduce the value of surrounding homes. Many of us have invested our life savings into our homes with the expectation that zoning laws would protect our neighborhood from incompatible development.

3. Increased Traffic, Safety Risks, and Infrastructure Burden

Non-residential or agricultural uses typically involve heavier traffic—including service vehicles, delivery trucks, and unfamiliar drivers—on roads not designed to accommodate them. This poses serious safety concerns for children, pedestrians, and drivers. Already narrow or busy roads could become even more hazardous, and residents may find it increasingly difficult to safely access their own homes. There is also a real and growing concern over strangers using residential driveways or lawns to turn around—something that has already been happening in anticipation of potential development.

4. Quality of Life and Environmental Impact

The peace and tranquility of this neighborhood are among its greatest assets. Introducing uses permitted under A-R zoning could bring increased noise, light pollution, and activity levels incompatible with the quiet enjoyment of our homes. For families who moved here seeking a calm and stable environment, this rezoning could irreversibly diminish their quality of life.

We do not oppose thoughtful growth—but we do ask that growth be managed in a way that respects the existing character and expectations of current residents. This proposed rezoning is not in keeping with those values.

On behalf of myself and many neighbors who share these concerns, I respectfully urge you to protect the integrity of our community by **denying the request to rezone from R-40 to A-R**.

Thank you for your time, consideration, and commitment to preserving what makes Fayette County a truly special place to live.

Sincerely,

Rick and Gail Raby
 1223 Highway 314
 Fayetteville, GA 30217
 [REDACTED]

From: [Steve Bryant](#)
To: [Planning & Zoning](#)
Subject: Rezoning petitions 1364-25-A and 1364-25-B
Date: Thursday, August 7, 2025 12:48:00 AM

You don't often get email from [REDACTED] [Learn why this is important](#)

External Email Be cautious of sender, content, and links

My name is Stephen Bryant and I am the home owner at 301 Deauville Way, Fayetteville, Ga 30214, LaFayette Estates. I would like to respectfully register my objection to the above rezoning petitions to allow wedding/event venue with associated activities on the property.

The property owner(s) have already complained about the difficulty of traffic entering Hwy 314 from that area and petitioned the county to allow a roadway from the property in the present petitions into LaFayette Drive which was ultimately withdrawn.

Now it becomes clear why that roadway petition was withdrawn. I feel it will soon return with "better" justification. The quality of life Fayette County used to afford our subdivision and others nearby is slowly being eroded by just such projects. What in the world does a wedding venue with associated paved parking have to do with agricultural use?

I hope the Board will consider denying these potitions in favor of the long established neighborhoods that would most certainly be negatively affected by the increased traffic with no way out except through our neighborhood.

Thank you for your consideration.

Sincerely,

Stephen Bryant
301 Deauville Way
Fayetteville, Ga 30214

Deborah L Bell

From: Xavier Hill [REDACTED]
Sent: Tuesday, August 12, 2025 10:19 AM
To: Deborah L Bell
Subject: 1246 Hwy 314

External Email Be cautious of sender, content, and links

Good Mrs. Bell I would like to withdraw my petition to rezone the property at 1246 Hwy 314 from R40 to AR

Thank you Xavier Hill

COUNTY AGENDA REQUEST

Page 107 of 461

Department:

Presenter(s):

Meeting Date:

Type of Request: #3

Wording for the Agenda:

Consideration of Petition 1365-25, Parcel 0724 002, fronting on Coastline Road; Piper Nichole Victoria Hill and Edward Gene Gibbons, Jr., Owners, request to rezone 53.81 acres from R-70 (Single-Family Residential) to A-R (Agricultural-Residential).

Background/History/Details:

The lot is a legal lot and will meet or exceed the requirements of the A-R zoning district. The Future Land Use Map designates this area as Rural Residential-2, which allows a maximum density of 1 unit per 2 acres. Since A-R is a less intense use, allowing a maximum density of 1 unit per 5 acres, the request to rezone to A-R is appropriate & consistent with the Future Land Use Map & Comprehensive Plan. Staff recommends APPROVAL of the request to rezone to A-R.

On August 7, 2025, the Planning Commission voted 3-1-1 to recommend APPROVAL, of the request to rezone to A-R. Danny England made the motion to recommend APPROVAL of Petition 1365-25. Jim Oliver seconded the motion. The motion carried 3-1-1. John Culbreth, Sr., opposed, and Boris Thomas abstained from voting.

What action are you seeking from the Board of Commissioners?

Approval of Petition 1365-25, Parcel 0724 002, fronting on Coastline Road; Piper Nichole Victoria Hill and Edward Gene Gibbons, Jr., Owners, request to rezone 53.81 acres from R-70 (Single-Family Residential) to A-R (Agricultural-Residential).

If this item requires funding, please describe:

No funding is required for this request.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

PETITION NO: 1365-25

REQUEST: Rezone Parcel No. 0724 002 (53.81 acres) from R-70 (Single-Family Residential) to A-R (Agriculture-Residential).

EXISTING USE: Undeveloped, Single-Family Residential Property

PROPOSED USE: Agricultural-Residential Uses

EXISTING ZONING: R-70, Single-Family Residential

PROPOSED ZONING: A-R, Agricultural-Residential

LOCATION: Coastline Road

DISTRICT/LAND LOT(S): 7th District, Land Lot 80 & 81

ACREAGE: 53.81 acres, total

OWNER(S): Piper Nichole Victoria Hill & Edward Gene Gibbons, Jr.

APPLICANT(S): Piper Nichole Victoria Hill & Edward Gene Gibbons, Jr.

AGENT(S): N/A

PLANNING COMMISSION PUBLIC HEARING: August 7, 2025, 7:00 PM

BOARD OF COMMISSIONERS PUBLIC HEARING: August 28, 2025, 5:00 PM

APPLICANT'S INTENT

The applicant proposes to rezone one parcel, with a total of 53.81 acres, from R-70 (Single-Family Residential) to A-R (Agricultural-Residential) for the purposes of uses under the A-R zoning district. The applicant's long-range plan is to apply for a PUD-PRL zoning for the purposes of developing a retreat and training center for veterans and their service dogs.

PLANNING COMMISSION RECOMMENDATION

On August 7, 2025, the Planning Commission voted 3-1-1 to recommend **APPROVAL**, of the request to rezone to A-R. Danny England made the motion to recommend APPROVAL of Petition 1365-25. Jim Oliver seconded the motion. The motion carried 3-1-1. John Culbreth, Sr., opposed, and Boris Thomas abstained from voting.

STAFF RECOMMENDATION

As defined in the Fayette County Comprehensive Plan's Future Land Use Plan, Rural Residential-2 , allowing a maximum density of 1 unit per 2 acres, is designated for this area, so the request for A-R zoning, which is a lower density district allowing a maximum density of 1 unit per 5 acres, is appropriate. The property also contains areas designated as Environmentally Sensitive Areas. This is primarily floodplain and will not be developed. Based on the analysis, Staff recommends **APPROVAL** of the request for a zoning of A-R, Agricultural-Residential.

INVESTIGATION

A. GENERAL PROPERTY INFORMATION

Parcel 0724 002 is a legal lot. The parcel meets or exceeds the requirements of the A-R zoning district.

B. ZONING & DEVELOPMENT HISTORY:

The R-70 zoning was part of a blanket zoning approved in 1973 per Ordinance FC-1-73.

3.78 acres of this property was part of the Town of Tyrone. This portion was de-annexed in 2021.

C. SURROUNDING ZONING AND USES

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

Direction	Acreage	Zoning	Use	Comprehensive Plan/Future Land Use Map
North	129	R-45	Single-Family Residential	Rural Residential-2
East	20+	R-70	Single-Family Residential	Rural Residential-2
West	100+	Tyrone	Single-Family Residential	Town of Tyrone
South	16	R-70	Single-Family Residential	Rural Residential-2

D. COMPREHENSIVE PLAN

Future Land Use Plan: The subject property lies within an area designated for Rural Residential-2, 1 unit per 2 acres, on the Future Land Use Plan map. This request **DOES** conform to the Fayette County Future Land Use Plan, in that the proposed zoning is a less intense use than Rural Residential-2.

E. DEPARTMENTAL COMMENTS

- ☐ **Water System** – FCWS has no objections to the rezoning.
- ☐ **Public Works/Environmental Management**
 - **Road Frontage Right of Way Dedication** – Per the documents submitted the property survey shows that the applicant has the required 40 feet from centerline along Coastline Road to meet the Fayette County Thorough Fare Plan.
 - **Traffic Data** -- In 2023 GDOT reports Coastline Road approximately ¼ mile from Lees Lake had 60 vehicles per day in 2023.
 - **Sight Distance and access** – Fayette County Public Works will approve any new driveways or modifications if necessary. Sight distances will be reviewed for any new development.
 - **Floodplain Management** -- The property **DOES** contain floodplain per FEMA FIRM panel 13113C001E dated September 26, 2008. The property **DOES** contain additional floodplain delineated in the Fayette County 2013 Limited Dewberry Flood Study.
 - **Wetlands** -- The property **DOES** contain wetlands per the U.S. Department of the Interior, Fish and Wildlife Service 1994 National Wetland Inventory Map.
 - **Watershed Protection** -- There **ARE** state waters located on the subject property, and it **WILL BE** subject to the Fayette County Article VII Watershed Protection Ordinance. The owner should reference the various sections of the document prior to any development within buffered areas.
 - **Groundwater** -- The property **IS NOT** within a groundwater recharge area.
 - **Post Construction Stormwater Management** -- This development **WILL BE** subject to the Post-Development Stormwater Management Ordinance if re-zoned and developed with more than 5,000 square feet of impervious surface.
 - **Dams and Impoundment** – There are no existing dams or impoundments.
 - **Landscape and Tree Replacement Plan** -- This development **WILL BE** subject to the landscaping requirements under Article V Nonresidential Development Landscape Requirements and Article VI Tree Retention Protection and Replacement where applicable.

- ☐ **Environmental Health Department** – This office has no objection to the proposed rezoning. This does not constitute approval of any future use or proposals for these properties.
- ☐ **Fire** – The Fire Marshals Office has no objection to the rezoning.

STANDARDS

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

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

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

STAFF ANALYSIS

1. The subject property lies within an area designated for Residential Uses. This request does conform to the Fayette County Comprehensive Plan in terms of the Land Use Plan as A-R is a less intense use than the Rural Residential-2 defined on the Future Land Use Plan.
2. The area around the subject property is an area that already has various residential and agricultural uses. It is staff's opinion that the zoning proposal is not likely to have an adverse impact on nearby residential uses.
3. It is staff's opinion that an agricultural-residential use would not generate a greater number of daily vehicle trips than would a single-family residential use situated on this same parcel. Staff does not anticipate that this development will have an adverse impact on utilities or schools.
4. The proposal is consistent in character and use with the immediate surrounding uses, as these are medium to large lot residential uses, with a trend toward rural character.

ZONING DISTRICT STANDARDS

Sec. 110-125. A-R, Agricultural-Residential District.

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

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

- (1) Single-family dwelling;
- (2) Residential accessory structures and uses (see article III of this chapter);
- (3) Growing of crops and the on-premises sale of produce and agricultural products, provided 50 percent of the produce/products sold shall be grown on-premises;
- (4) Plant nurseries and greenhouses (no sales of related garden supplies);
- (5) Raising of livestock; aquaculture, including pay fishing; apiary (all beehives shall comply with the required setbacks); and the sale thereof; and
- (6) One semi-trailer/box truck utilized as a farm outbuilding, provided the property is a minimum of five acres and the semi-trailer/box truck is only used to store agricultural items.

(c) *Conditional uses.* The following conditional uses shall be allowed in the A-R zoning district provided that all conditions specified in article VII of this chapter. Conditional uses, nonconformances, transportation corridor overlay zone, and commercial development standards are met:

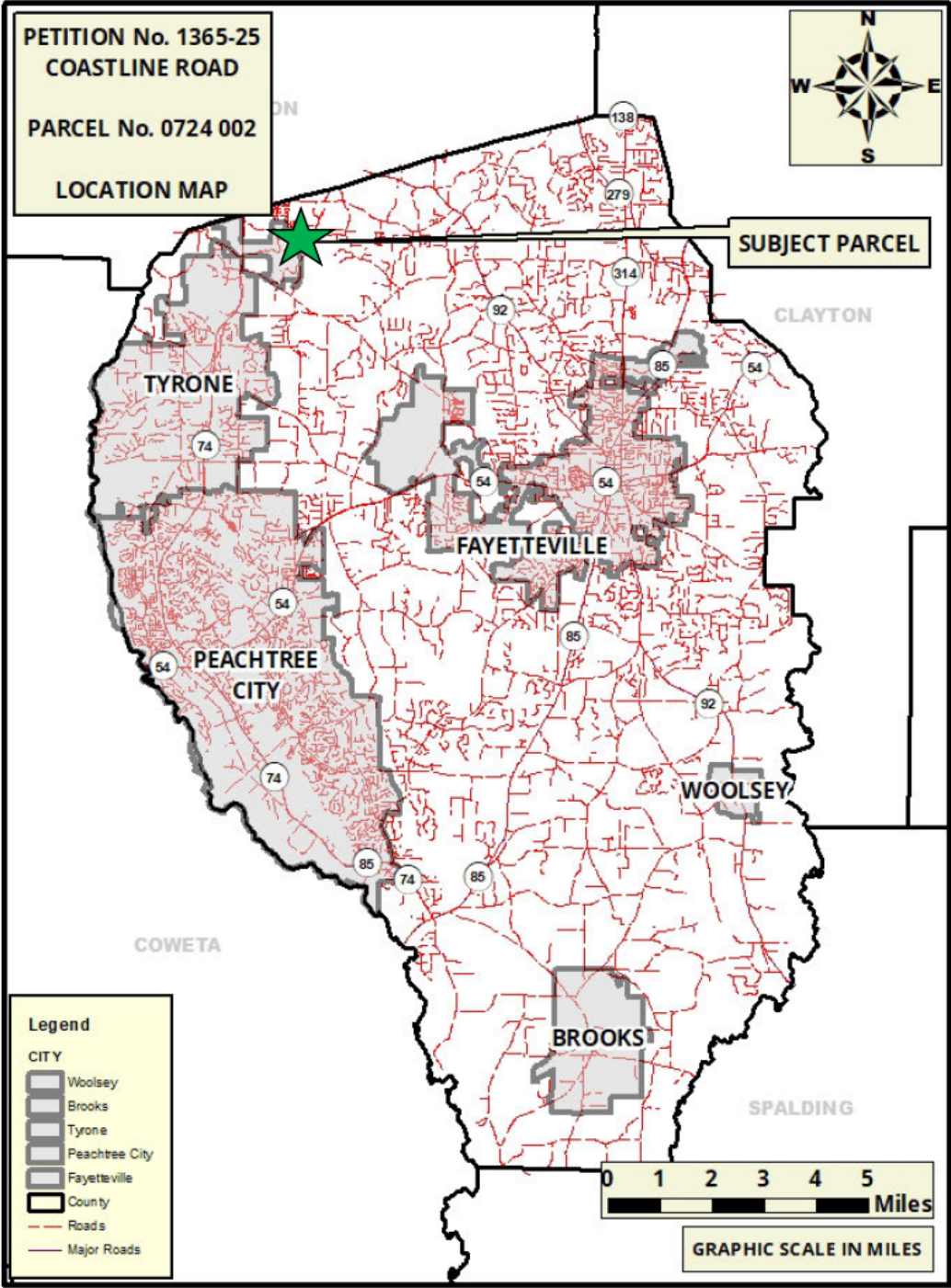
- (1) Aircraft landing area;
- (2) Animal hospital, kennel or veterinary clinic;
- (3) A-R bed and breakfast inn;
- (4) A-R wedding/event facility;
- (5) Cemetery;
- (6) Church and/or other place of worship;
- (7) Colleges and university, including, but not limited to: classrooms, administration, housing, athletic fields, gymnasium, and/or stadium;
- (8) Commercial driving range and related accessories;
- (9) Child care facility;
- (10) Deer processing facility.
- (11) Developed residential recreational/amenity areas;
- (12) Farm outbuildings, including horse stables, auxiliary structures, and greenhouses (permanent or temporary);
- (13) Golf course (minimum 18-hole regulation) and related accessories;
- (14) Home occupation;
- (15) Horse show, rodeo, carnival, and/or community fair;

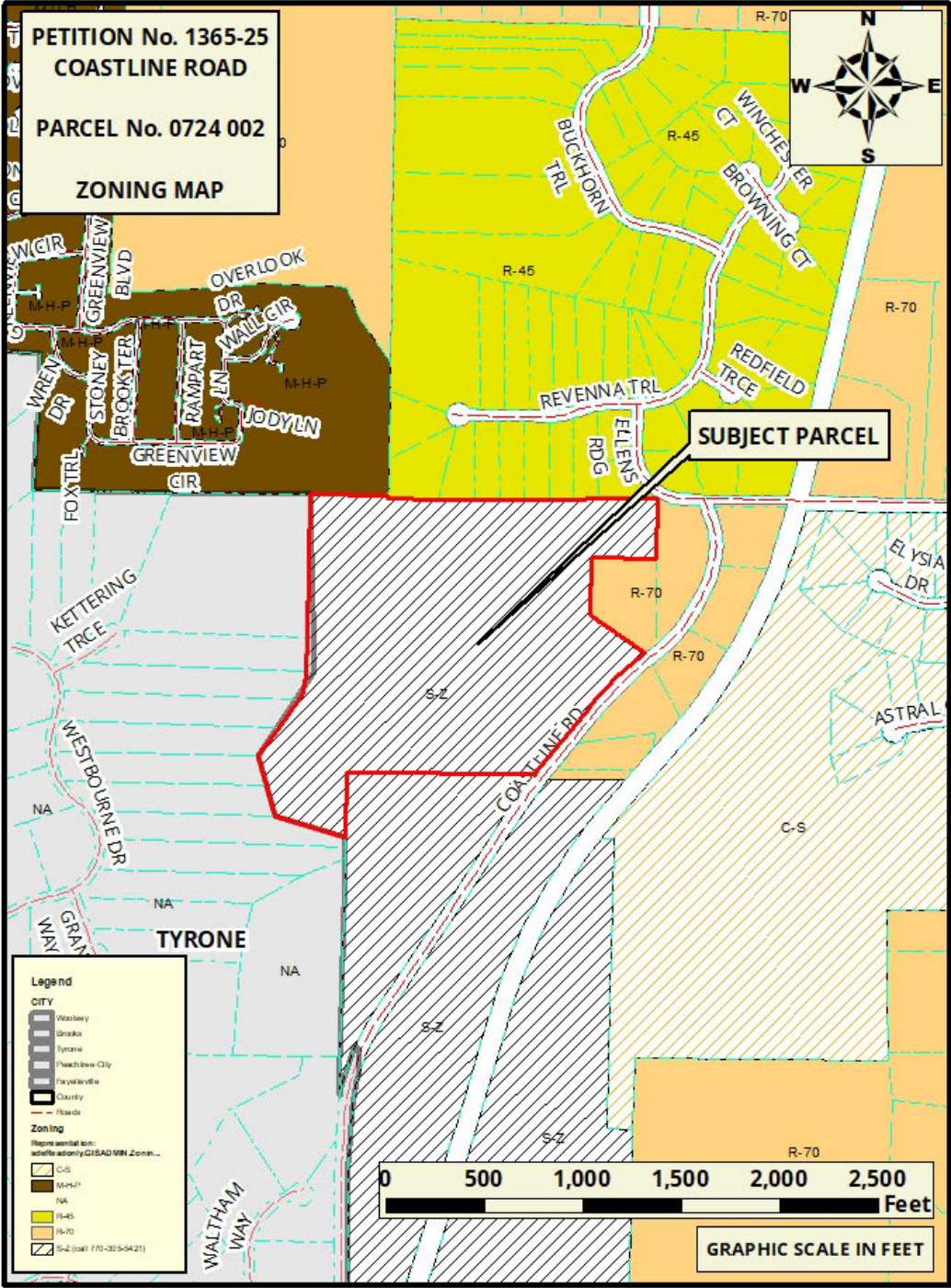
- (16) Hospital;
- (17) Kennel (see animal hospital, kennel, and/or veterinary clinic);
- (18) Private school, including, but not limited to: classrooms, administration, playground, housing, athletic fields, gymnasium, and stadium;
- (19) Processing, packaging, or handling of perishable agricultural products (i.e. fruits and vegetables) which are grown on premises;
- (20) Recreation centers and similar institutions owned by nonprofit organizations as so registered with the state secretary of state office;
- (21) Religious tent meeting; and
- (22) Shooting range, outdoor.

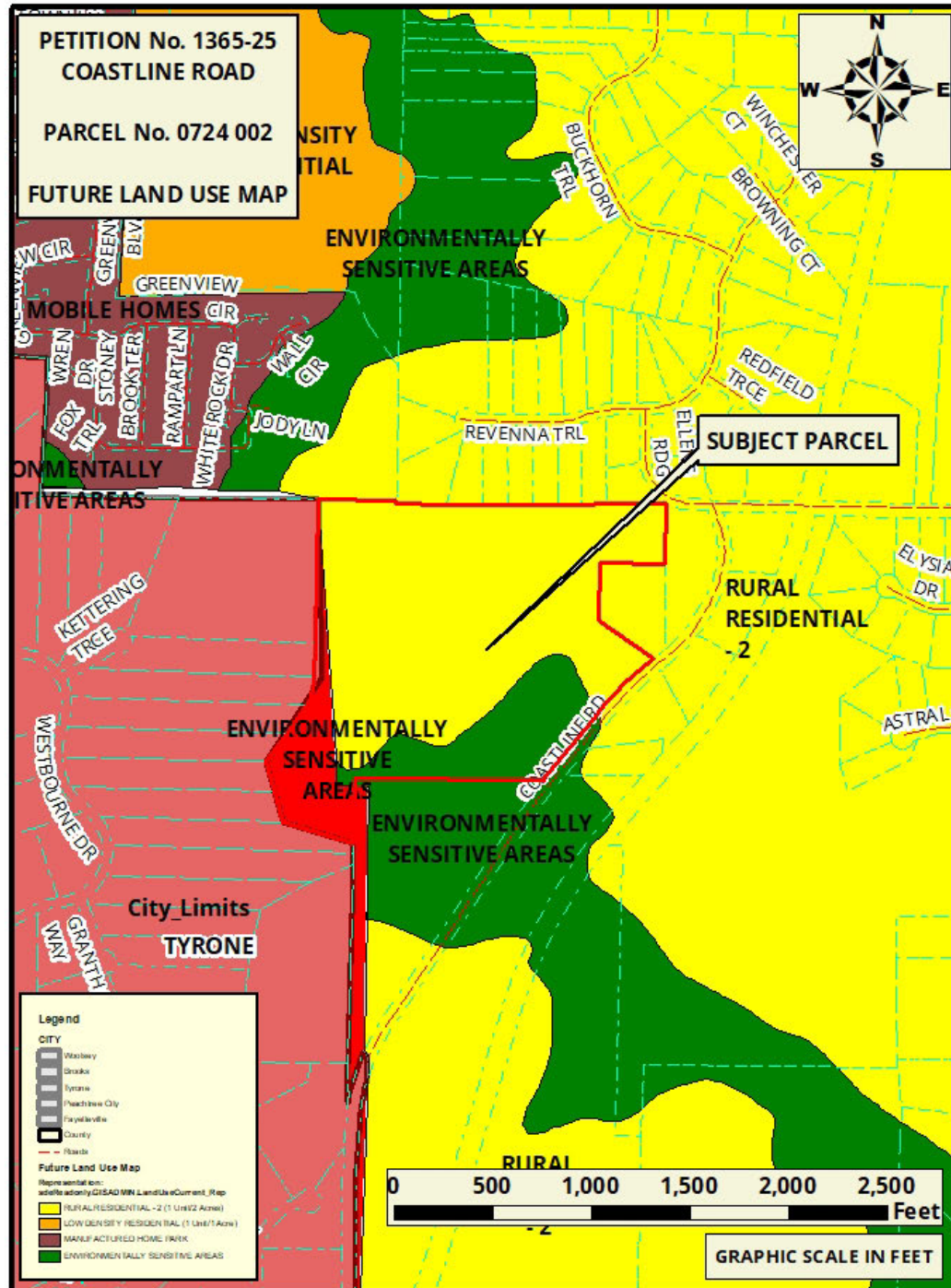
(d) *Dimensional requirements.* The minimum dimensional requirements in the A-R zoning district shall be as follows:

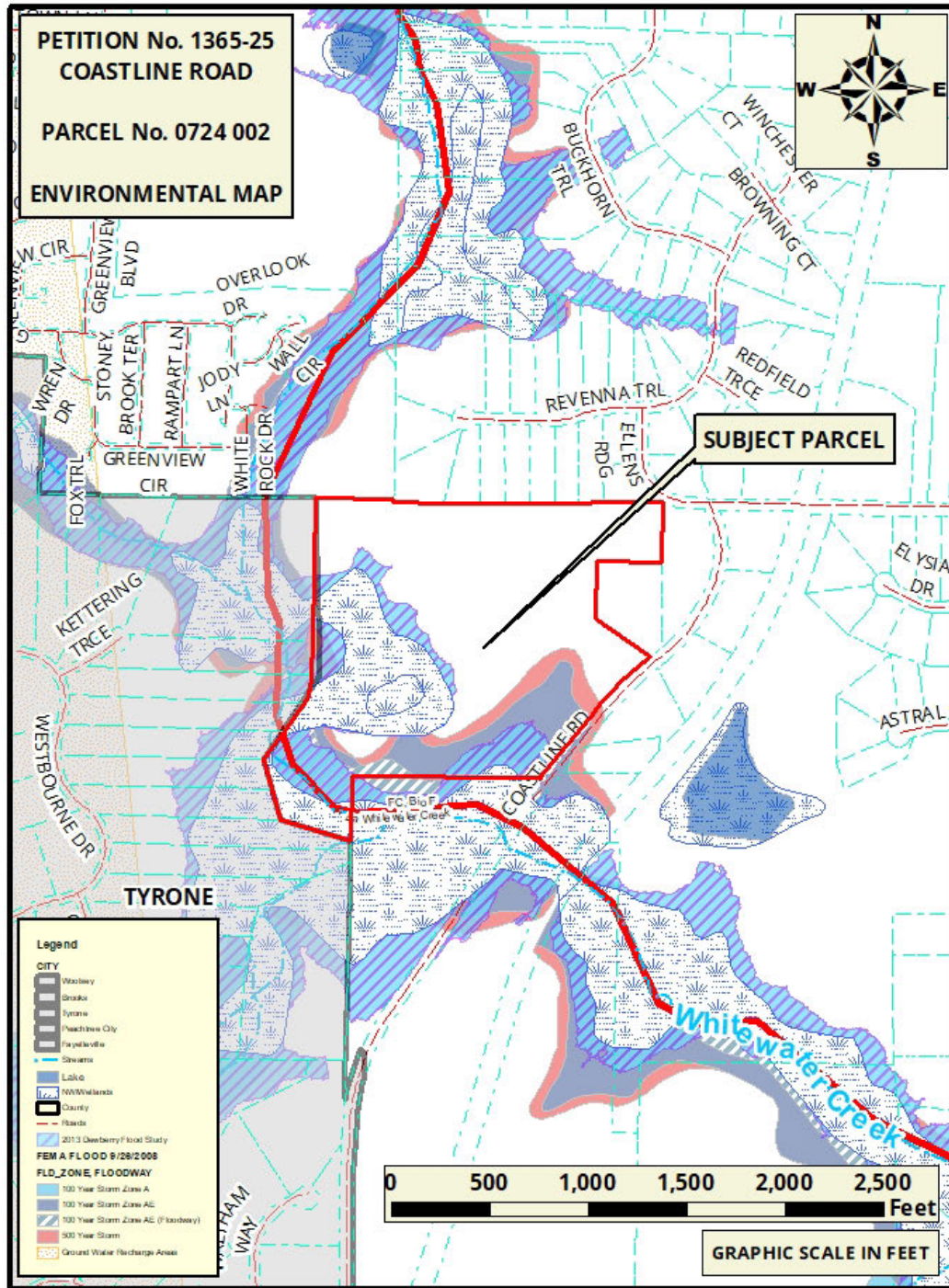
- (1) Lot area: 217,800 square feet (five acres).
- (2) Lot width: 250 feet.
- (3) Floor area: 1,200 square feet.
- (4) Front yard setback:
 - a. Major thoroughfare:
 - 1. Arterial: 100 feet.
 - 2. Collector: 100 feet.
 - b. Minor thoroughfare: 75 feet.
- (5) Rear yard setback: 75 feet.
- (6) Side yard setback: 50 feet.
- (7) Building height.
 - a. 35 feet as defined in article III of this chapter.
 - b. The limitation on height shall not apply to agricultural structures such as storage barns, silos, or other types of structure not normally designed for human occupation except that when an agricultural structure exceeds the maximum building height the minimum distance from property lines to any building shall be increased one foot for every two feet or part thereof of building height over 35 feet.

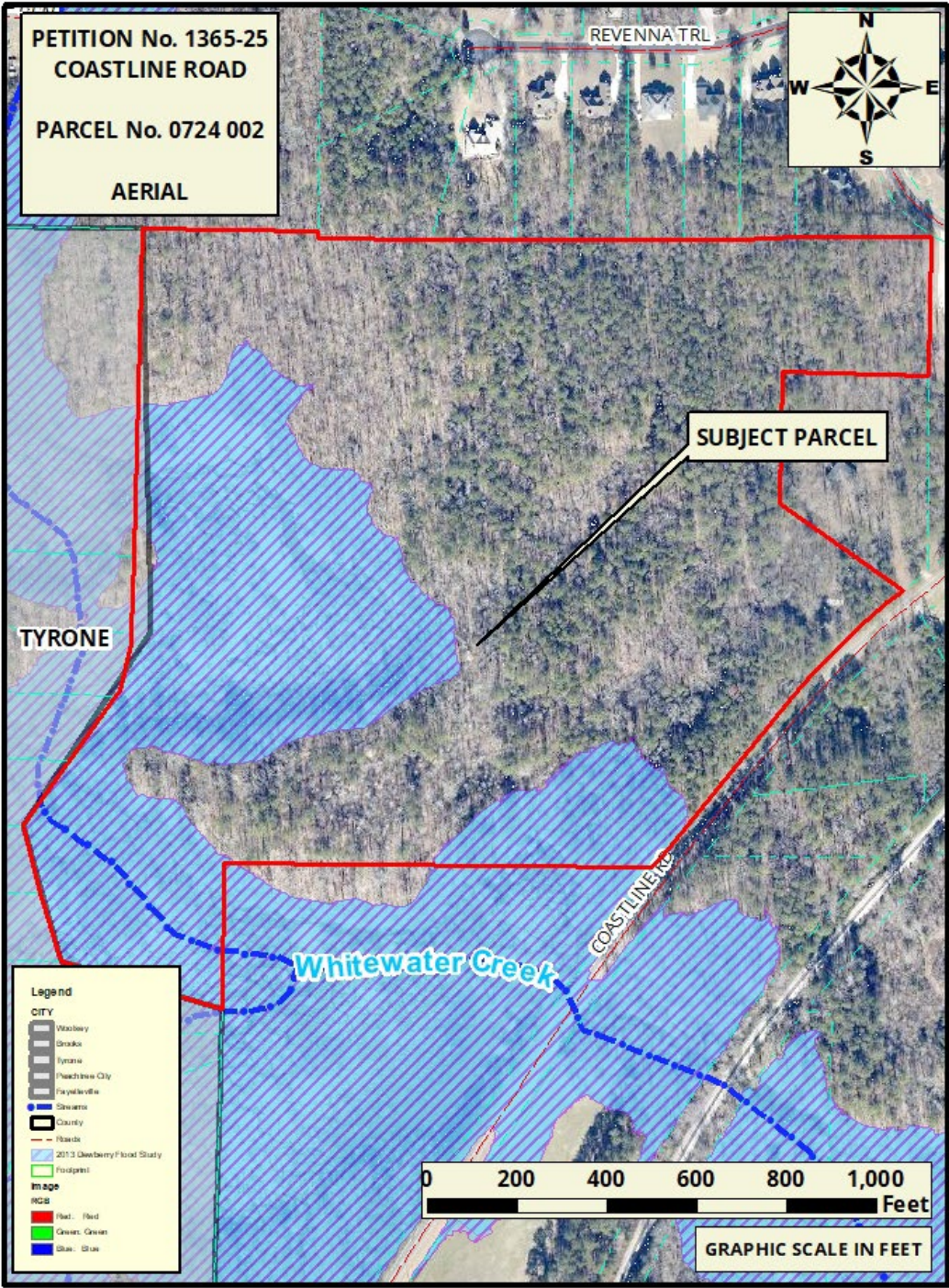
(e) *Special regulations.* Prior to the issuance of development and/or building permits, a site plan, as applicable, shall be submitted to the zoning administrator and approved by the appropriate county officials. This requirement shall apply to all permitted uses and conditional uses allowed in the AR zoning district except single-family dwellings; residential accessory structures; growing crops and the on-premises sale of produce at agricultural stands of 100 square feet or less of floor area; growing and seasonal sale of Christmas trees; plant nursery, landscape tree farm, or greenhouse operations existing prior to the effective date of June 26, 2003; and the raising and/or selling of livestock.

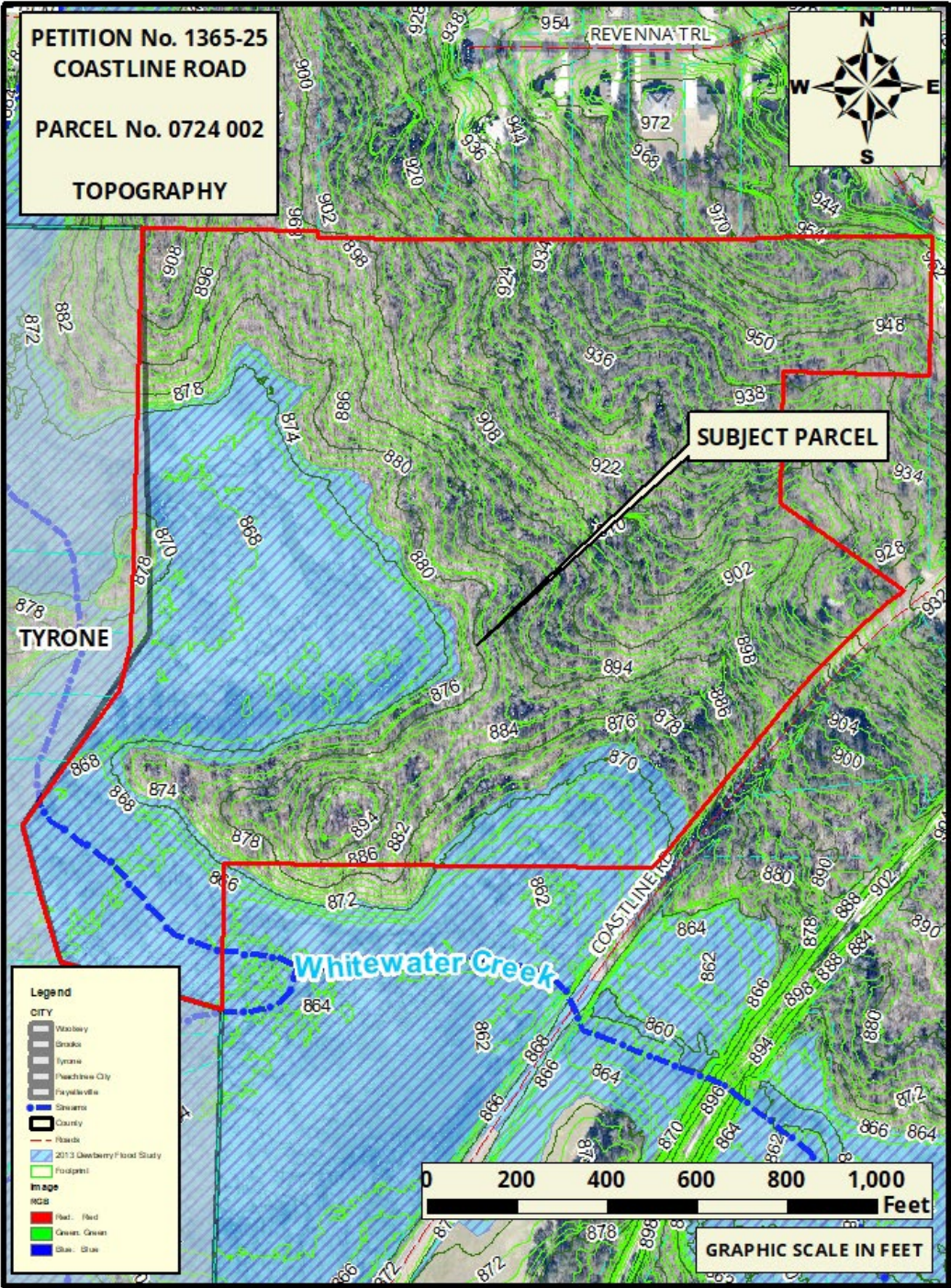


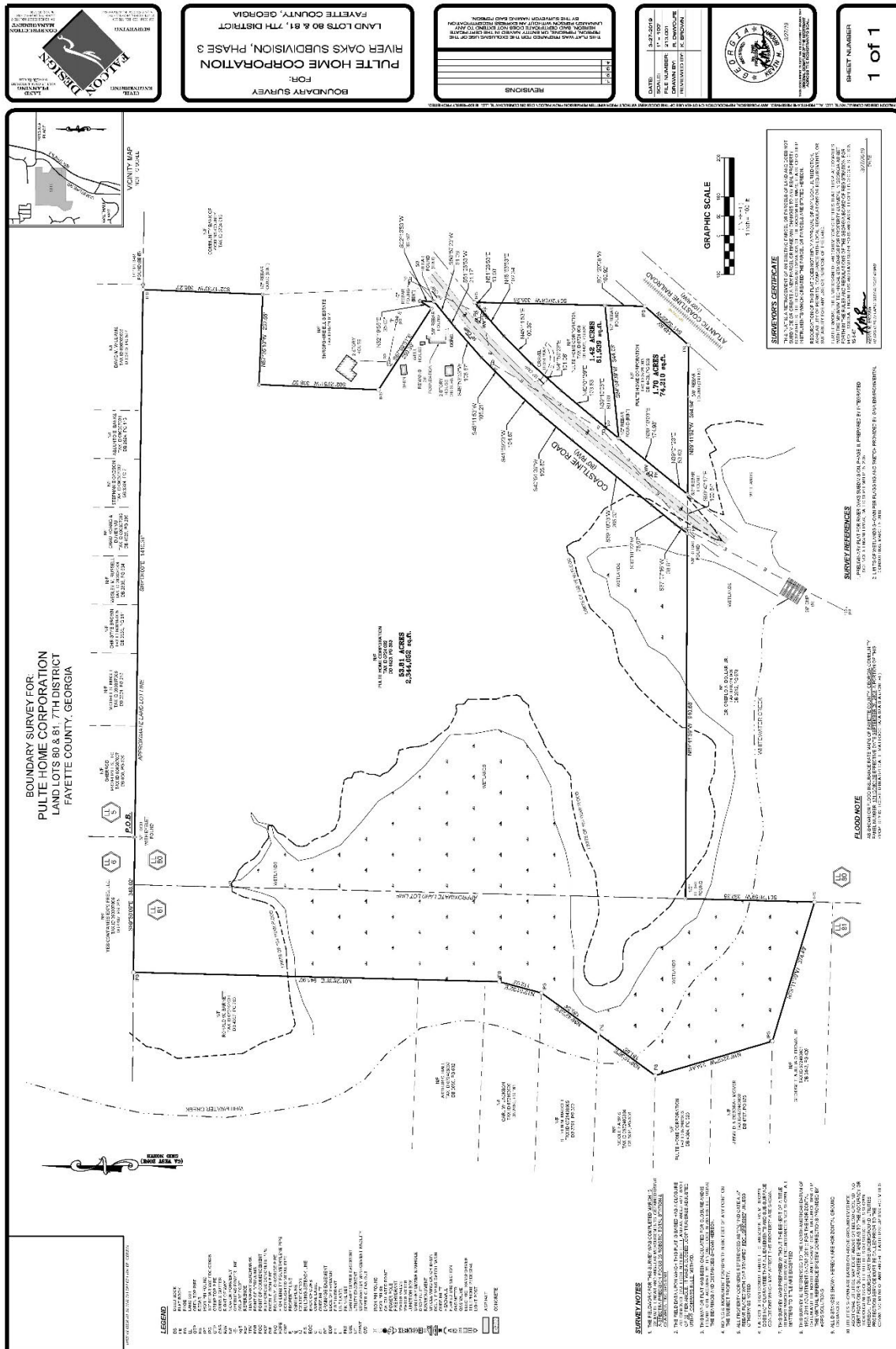












SURVEY

BOARD MEMBERS

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

STAFF

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

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

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

NEW BUSINESS

1. Call to Order. *Chairman John Kruzan called the August 7, 2025, meeting to order at 7:00 pm.*
2. Pledge of Allegiance. *Chairman John Kruzan offered the invocation and led the audience in the Pledge of Allegiance. County Attorney E. Allison Ivey Cox was absent.*
3. Approval of Agenda. *Danny England made a motion to approve the agenda. John Culbreth, Sr., seconded the motion. The motion carried 5-0.*
4. Consideration of the Minutes of the meeting held on July 17, 2025. *Danny England made a motion to approve the minutes of the meeting held on July 17, 2025. John Culbreth, Sr., seconded the motion. The motion carried 5-0.*
5. Plats
 - a. Minor Final Plat for Morris Estates. *John Culbreth, Sr., made a motion to approve the Minor Final Plat for Morris Estates. Danny England seconded the motion. The motion passed 5-0.*

PUBLIC HEARING

6. Consideration of Petition 1364-25-A, Applicant is requesting to rezone Parcel No. 1306 011 (45.412 acres) from R-40 (Single-Family Residential) to A-R (Agricultural-Residential). Property is located in Land Lot 219 of the 13th District and fronts Highway 314. *John Culbreth, Sr., made the motion to DENY Petition 1364-25-A. Danny England seconded the motion. The motion passed 5-0.*

7. Consideration of Petition 1364-25-B, to rezone Parcel No. 1306 117, proposes to rezone 4.738 acres from R-40 (Single-Family Residential) to A-R Agricultural-Residential (Single-Family). Property is located in Land lot 219 of the 13th District and fronts Highway 314. ***John Culbreth, Sr., made the motion to DENY Petition 1364-25-B. Danny England seconded the motion. The motion passed 5-0.***

8. Consideration of Petition 1365-25, Applicant proposes to rezone 53.81 acres from R-70 (Single-Family Residential) to A-R Agricultural-Residential (Single-Family). Property is located in Land Lots 80 & 81 of the 7th District and fronts Coastline Road. ***Danny England made the motion to recommend APPROVAL of Petition 1365-25. Jim Oliver seconded the motion. The motion carried 3-1-1. John Culbreth, Sr., opposed, and Boris Thomas abstained from voting.***

9. Consideration of Petition 1366-25, Applicant is requesting to rezone 31.144 acres from R-45 (Single-Family Residential) to A-R Agricultural-Residential (Single-Family). Property is located in Land Lots 73 and 88 of the 5th District and fronts South Jeff Davis Drive and Dixon Circle. ***Jim Oliver made the motion to recommend APPROVAL of Petition 1366-25. Danny England seconded the motion. The motion carried 3-2. John Culbreth Sr. and Boris Thomas opposed.***

John Culbreth Sr. moved to adjourn the August 7, 2025, Planning Commission meeting. Jim Oliver seconded. The motion passed 5-0.

The meeting adjourned at 9:25 pm

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

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

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

NEW BUSINESS

1. Call to Order. ***Chairman John Kruzan called the August 7, 2025, meeting to order at 7:00 pm.***
2. Pledge of Allegiance. ***Chairman John Kruzan offered the invocation and led the audience in the Pledge of Allegiance. County Attorney E. Allison Ivey Cox was absent.***
3. Approval of Agenda. ***Danny England made a motion to approve the agenda. John Culbreth, Sr., seconded the motion. The motion carried 5-0.***
4. Consideration of the Minutes of the meeting held on July 7, 2025. ***Danny England made a motion to approve the minutes of the meeting held on July 17, 2025. John Culbreth, Sr., seconded the motion. The motion carried 5-0.***
5. Plats

Ms. Debbie Bell confirmed the plat was reviewed and approved by staff, stating that the minor final plat creates additional lots but does not create new roads.

- a. Minor Final Plat for Morris Estates. ***John Culbreth, Sr., made a motion to approve the Minor Final Plat for Morris Estates. Danny England seconded the motion. The motion passed 5-0.***

PUBLIC HEARING

6. **Consideration of Petition 1364-25-A**, Applicant is requesting to rezone Parcel No. 1306 011 (45.412 acres) from R-40 (Single-Family Residential) to A-R (Agricultural-Residential). Property is located in Land Lot 219 of the 13th District and fronts Highway 314.

Ms. Debbie Bell stated the applicant is proposing to rezone the parcels above totaling 50.15 acres for the purposes of use as a single-family residence and for operating an A-R Wedding/Event Venue. She explained the staff recommendation for 1364-25-A (Parcel 1306-011), the future land use plan, is designated for Low Density Residential, and A-R zoning will be suitable. Parcel 1306-117 (smaller lot) does not meet the minimum lot size for A-R zoning, so a condition is recommended to combine it with a larger parcel. Based on the investigation and staff analysis, Planning & Zoning Staff recommends conditional approval. She showed the maps and added that any entrances and driveways will be reviewed and approved by GDOT. Before the Board voted on each petition separately, Ms. Bell read the staff recommendation conditions individually if the petitions were approved:

1364-25-A:

1. All parcels that are the subject of this petition shall be combined by a recorded final plat within 180 days of the approval of the petition or prior to the submittal of a site development plan, whichever comes first.

1364-25-B:

1. All parcels that are the subject of this petition shall be combined by a recorded final plat within 180 days of the approval of the petition or prior to the submittal of a site development plan, whichever comes first.

Ms. Bell informed the public that they were going to hold two separate public hearings, being “A” the first one and “B” the second one, with opportunities to speak on either one and to remember to sign the sheet at the podium.

Chairman John Kruzan thanked Ms. Bell for the presentation and asked if the petitioner was present.

Mr. Xavier Hill, owner of the property, stated he purchased the property two years ago. He is a builder who was planning to build houses on the lot, but didn't feel that it would help the community. He stated he would like to do small gatherings by reservation only, a licensed fishing wellness workshop, and book readings. He commented that the lake requires some updates and might cost him three hundred and fifty grants on repairs, and he started repairing the dam. He will also, in the future, like to develop the property. He mentioned this project will be a better option instead of a housing development.

Ms. Lucille Hill, the mother of the applicant, spoke in support of the petition, stating that there will be only small gatherings, nothing after ten thirty and nothing over seventy-five people, probably once a month.

Mr. Richard Winfrey, developer mentioned that the initial plan to build a subdivision is not compatible with the current economy and the area. He stated the location of the venue is going to be away from the street, the surrender sides of the property have good buffers.

In Opposition:

Mr. Larry Mapp stated his concern is the egress will be on Highway 314 and he opposed that it would create additional traffic and the definition of county's definition of A-R.

Ms. Gail Raby lived in the area for 31 years, moving from DeKalb County to a safe, quiet place. She stated this change can lead to establishment event venues with frequent parties, noise, safety concerns, and open floodgates for other properties to file suit, transforming a quiet residential area into a mixed commercial zone, where the values will go down and crime rates will go up. Ms. Gaby mentioned Mr. Hill sees this property as an investment, not as a residence, and asked the board for denial of the petition.

Ms. Heidi Anderson stated that respectfully urges to deny the request, which will introduce significant harm to a peaceful family environment, allowing commercial parties will change the nature of the neighborhood. She talked about public safety, traffic, loss of property values, and erosion of community character. Ms. Heidi stated if rezoned will erode the quiet, stable neighborhood and replace it with commercial activities that belong in appropriate zone areas.

Mr. Carlton Morse has been a resident for 30 years at Dix Lee On Subdivision mentioned that the people who are present tonight have been disturbed by noise on this property and will be affected by the special uses of A-R zoning. Mr. Morse stated that when there is a commercial motive, plans can change, and he brought a petition with signatures of members for the board. Ms. Debra Sims received the petition and handed it to the board.

Chairman John Kruzan asked the audience to have respect for people who are speaking and not to applaud to help us move the process moving.

Ms. Marcelle English from the Newton Plantation, improving the community is great, the house was bought as residential, the parcel should be sold and purchased elsewhere to do this type of business. Highway 314 is not a good location for an event center.

Mr. Isaac Logan, resident of the subdivision of Country Lakes, stated they don't need additional traffic, having delivering trucks going into people's yards, and adding the Liberty North subdivision will make an increase in that area.

Mr. Lawrence Patterson from the Newton Plantation subdivision stated that he doesn't personally know Mr. Hill, but he stated that he initially wanted to build homes, but those plans changed because of the economy, which would have had minimum traffic. Time ran off for petition "A", Ms. Bell and Chairman Kruzan informed Mr. Patterson, but Mr. Hill declined to speak and asked the board for Mr. Patterson to continue, and he will be next for petition "B". Mr. Patterson stated was a security before becoming a police officer and as Ms. Lucille Hill mentioned previously ten thirty was not going to be enough to stop the parties, he asked Mr. Hill if security would be security required for each gathering for extended hours? Security guards or police officers? mentioned they don't care, he was one before, they just want to get paid. He added his opposition to the petitions.

Mr. Harold Powell lives in Acorn Ridge, stating that growing up in a low income area he did everything he could to change the trajectory of his life, he worked very hard to make sure his family could feel protected and safe. Mr. Powell stated the zoning stays with the property, not the owner, and once he sells, who knows what's coming next? A recent party got out of control in Country Lake, due to lack of control the resources of Fayette County were stretched beyond capacity, trying to contain traffic, blocking residences. There is nothing you can do to stop them.

Ms. Denise Morse has been in Fayette County for thirty years, a side neighbor from the property, and has watched Fayette County continue to keep Marta and public transportation out, which is great to control who comes and goes, concerned about the large parties and noise.

Mr. Walter Metzger mentioned that he has no problem with a subdivision across from him, but anything classified as commercial would change the value of his property and the way he lives at his home.

Ms. Leslie Head lives in Lafayette Estates, mentioned Mr. Hill wanted to cut a road in the middle of the neighborhood about four months ago (RDP-017-24), he spoke about the infrastructure projects, water, sewage, power, and put a drainage 20 inch line to drain the lake and do other things to it. If he is allowed to do this, it will be major consequences.

Chairman John Kruzan asked if there was anyone else in opposition. With no response, he asked Mr. Hill to come back for rebuttal.

Mr. Hill that he wanted to address the last person's comment by stating that before purchasing the property in Lafayette Drive, and was told by the county in order to develop the backside of the lake he need it access on the other side of the dam to develop thirty acres in accordance with he county guidelines. Mr. Hill responded there

are a lot of assumptions and it's not his intention to put up a commercial building; he wants his neighbors to beautify the community, not to take away from the community. He presented a slide show of the property and what he had invested in. Ms. Bell presented it to the audience in general.

Chairman Kruzan brought the item back to the board for questions/comments.

John Culbreth, Sr., mentioned he understands as the owner of this property, he has good intentions and once a major rezoning takes place with other uses that can be placed on the property, that will open the door that will be contrariety to the community. Looking at some news in the Metro Atlanta area, within five years will be needed for housing, Mr. Culbreth adds that what is the greatest good for the community.

Mr. Boris Thomas mentioned would ignore everyone's comments, and will use what mistaken by Mr. Hill appointed that it will be modest gatherings, what modest? It will be private tastings, tastings of what? and what are the hours and limitations? Prohibit activities that were not mentioned, noted, didn't you say any control hours, stated something loosely, but that's not in writing, nor can it be controlled by Fayette County or the Board once it's zoned. By hiring traffic monitors if needed, who determines the need? Mr. Thomas added that he did not hear anything following any type of noise ordinance, parking limitations, or changes from the different uses this zoning allows.

Mr. Hill responded that most of Mr. Thomas' questions are addressed by the ordinances, and regarding the egress to the property, there are three entry and exit points.

Mr. Thomas asked if the Fayette County Sheriff has to use resources to enforce the complaints and noise monitored, or do you have any type of enforcement of it?

Mr. Hill responded that he will be the one enforcing it and mentioned this property has a joint easement and he will be fixing it and the state mandates for repairs.

Mr. Jim Oliver mentioned he understands EPD is classifying the dam as a Class one, the part of the property developing for the venue. How are you going to access the back side of the neighbors to access that part?

Mr. Hill stated he would do anything with that side of the property; everything will be on the Highway 314 side.

Mr. Danny England asked what is the layout of that house inside?

Mr. Hill responded with three bedrooms, two and a half baths, and a six-hundred-square-foot cover patio.

Mr. England mentioned it will be limited to an event center, either it will be added to it or renovated, or something else to accommodate.

Mr. Hill responded that it will not be used for that; he is just trying to use the property as it is currently. He is trying to keep it simple.

Mr. England added that mentioned by a couple of citizens commented previously that this will be a commercial use, even if it is a residential area and establishing a residential character and people committing to a property by purchasing it, and what they see is what they get. Conceptually, the community is not buying that.

Chairman Kruzan gave the petitioner the opportunity to withdraw the petitions before voting.

Mr. Hill decided to continue for the separate votes.

John Culbreth, Sr., made the motion to DENY Petition 1364-25-A. Danny England seconded the motion. The motion passed 5-0.

7. Consideration of Petition 1364-25-B, to rezone Parcel No. 1306 117, proposes to rezone 4.738 acres from R-40 (Single-Family Residential) to A-R Agricultural-Residential (Single-Family). Property is located in Land lot 219 of the 13th District and fronts Highway 314.

Since there were two separate petitions and the hearing for each one of those was read and all comments were heard, the Planning Commission Board voted as follows:

John Culbreth, Sr., made the motion to DENY Petition 1364-25-B. Danny England seconded the motion. The motion passed 5-0.

8. Consideration of Petition 1365-25, Applicant proposes to rezone 53.81 acres from R-70 (Single-Family Residential) to A-R Agricultural-Residential (Single-Family). Property is located in Land Lots 80 & 81 of the 7th District and fronts Coastline Road.

Ms. Debbie Bell explained the petition above and stated the applicant's intentions are to use the uses of the A-R zoning district and, in the long-range plan, apply for a PUD-PRL zoning for developing a retreat and training center for veterans and their service dogs. Staff recommendation approval of the request for A-R zoning (Agricultural-Residential), as defined by the Fayette County Land Use Future Comprehensive Plan, shows one unit per two acres for this area. The property contains environmentally sensitive areas and floodplain and will not be developed. It's surrounded by properties R-70, R-45, and a portion of this property was annexed from the Town of Tyrone. Ms. Bell showed the maps and stated in staff's opinion that the zoning proposal is not likely to have an adverse impact on nearby residential uses.

Chairman John Kruzan asked if the petitioner was present.

Ms. Piper Hill stated she is the owner of the property and bought it six or seven years ago, and an area large enough to create a respite area for veterans and to train dogs without disturbing people around them, she mentioned her intentions are to turn it into a PUD later, she mentioned doesn't want to make a large impact on the area and will be one building built for training and had the intent of doubling the walls for noise contained, will do a background check done called PCLM to everyone that comes to the program to see how are they doing know, because there are some veterans that she cannot help. Ms. Hill stated that when she got injured, she couldn't read, write or tie her shoes, she had a traumatic brain injury and when she asked the VA for help and claim she could obtain the help needed. She is alive because of her dog and throughout the eighteen years she is been running the program through healing for heroes, she knows that nature is very important for both veterans and people and the community and stated want to keep the natural habitat there, will try to keep whatever parking will be within that one acre along with the building. Ms. Hill stated they are the number one veteran nonprofit in the state of Georgia, providing services for brain health, service dogs, nutrition for both, and are the third nonprofit in the United States. She mentioned training 125 service dogs a year for veterans and it's going down significantly this year around 80 service dogs for veterans. They also train service dogs for civilian adults and for children. Since 2008, They have trained 425 service dogs for civilians in this community and 139 service dogs for children with disabilities.

Chairman Kruzan asked the audience if anyone was in support of the petition.

Mr. Charles Bennett came in for another hearing but said she is doing what best veterans.

Chairman Kruzan asked if anyone else was in support of the petition or opposition. With no response the chairman brought the item back to the board for questions/comments.

Mr. John Culbreth, Sr., asked the petitioner how long have you own this property?

Ms. Hill six or seven years.

Mr. Culbreth asked do you recalled submitting this petition to the planning commission and if it was withdrawn or did you own it at that time?

Ms. Hill responded it was originally going to be a neighborhood, but not by her, whoever owned it before her.

Ms. Bell commented she didn't remember the developer's name but that plan went away when the housing market crashed.

Mr. Culbreth stated that when Pete presented to the Ellen Ridge community association, which he is the president of, was withdrawn and the community was very vocal and what the impact would be on the adjacent neighborhoods.

Ms. Hill responded she did not submit anything to the county or to Pete.

Mr. Culbreth added it was discussed and was a meeting with Pete and a facility, and issues came out about the dogs' sounds, barking.

Ms. Hill responded honestly Sir, you have more to worry about those [wild] boars outside than my dogs. You haven't heard my dog at all, sitting here right under the chair.

Mr. Culbreth stated, just wanted to put into the records what the concerns were in the community for Ellen's Ridge and the Homeowners Association.

Mr. Boris Thomas asked, "Are you planning on housing any veterans and for how long"?

Ms. Hill responded that their classes are being discussed for a longer period, for her to train the trainer program from Sunday to Friday.

Mr. Thomas asked how many veterans there will be at one time.?

Mr. Hill responded they will have no house there but if they do it will be six, maybe ten at the most, they will stay in area hotels.

Mr. Thomas asked, "Would you allow weapons in the property"?

Ms. Hill responded, "We have the second amendment. I'm not going to ask them to bring their weapons, but I don't know how to answer that, but I carry my weapon almost everywhere I go.".

Mr. Thomas asked would you have any security for any unstable veterans incase venturing the surrender neighborhoods?

Mr. Hill responded she has been doing it this since 2008 and explained on one occasion she had to bring undercover police into the class for a veteran she was concern about and will have a new head trainer and he is a police officer.

Mr. Jim Oliver asked Ms. Bell in order to develop things they will have to come back to staff?

Ms. Bell responded that a PUD is a very specific rezoning they will come for two public hearings and will require specific rezoning and have to follow that development

very closely.

Ms. Hill added they do background checks for everyone enroll in their program and also they fill out a PCAL form that the VA and the psychiatrists use to check people's mental health and she stated had turned down some people for lying, and will not accept people on the sex offender list or killers, she will refer them to someone else that might can help them.

Mr. Culbreth asked what size facility the applicant is proposing?

Ms. Hill responded this might change because of money, but something around 50x50 training center, she states right now she is training in churches and American Legion building. She would like something bigger, around 22,000 square feet. Two story building to use the second story as storage.

Mr. Culbreth asked what is the timetable for development?

Ms. Hill responded she hadn't started with the architectural project just yet but the plan start building in a year and a half.

Mr. Culbreth asked staff if did we put up signs about this request.?

Ms. Bell responded yes.

Mr. Danny England asked the petitioner somewhere between 80 to 125 dogs a year, how many will you have in site at any giving time?

Ms. Hill responded to no more than 20.

Mr. England asked if any structure will have a kennel for 20 dogs and also a few spaces for housing, and if this will be a kind of mix use building.

Ms. Hill responded correct.

Mr. England commented he is an architect and the sound will be the most concerning part in this building and just make sure to think about the surrounding communities.

Mr. Culbreth asked where are you planning to ingress and egress to the property?

Ms. Hill responded will be probably on Coastline Road.

Ms. Bell added it will have to be on Coastline, it only has frontage on that road, and it is restricted to Coastline Road. When someone starts developing a property they will work with the engineering department to located the driveway or in an appropriate spot that has good sight distance in all directions.

Chairman Kruzan asked for any more questions from the board or to make a motion.

Danny England made the motion to recommend APPROVAL of Petition 1365-25. Jim Oliver seconded the motion. The motion carried 3-1-1. John Culbreth, Sr., opposed, and Boris Thomas abstained from voting.

9. Consideration of Petition 1366-25, Applicant is requesting to rezone 31.144 acres from R-45 (Single-Family Residential) to A-R Agricultural-Residential (Single-Family). Property is located in Land Lots 73 and 88 of the 5th District and fronts South Jeff Davis Drive and Dixon Circle.

Ms. Bell stated the lot is a legal record that meets or exceeds A-R zoning requirements. The Future Land Use Map designates it as Low-Density Residential, with a 1-acre minimum parcel size. A-R has a 5-acre minimum parcel size, making it less intensive zoning than R-45. Staff recommends conditional approval for rezone from R-45 to A-R as follows:

1. The existing house on the parcel does not meet the building setback requirements for A-R and shall be demolished within 180 days of approval of the rezoning or prior to application for any future rezonings or minor final plats, whichever comes first.
2. The owner/developer shall dedicate land to Fayette County as needed to provide a minimum 50-ft of right of way as measured from the existing centerline of South Jeff Davis Road for the full width of the parcel. This dedication shall be completed within 180 days of approval, or prior to the submittal of a final plat, whichever comes first.
3. No new parcels may be created unless and until a paved road, constructed to County Standards and with a 60' dedicated right-of-way, is constructed at the present end of Dixon Circle as shown on the survey provided with the application.

Staff have discussed these conditions with the applicant's agent, and they accept these conditions.

Ms. Bell also stated they were previous conditions associated with the property when they were part of the woodlands, the number of curb cuts that could be developed on this property. If it is zoned A-R, due to the shape of the property no more than 2 lots can be developed with frontage on South Jeff Davis. At the narrowest portion of the lot, about halfway between the north and south edges, the property is only 60' wide; a new parcel must have 100' of width all the way to the buildable portion of the lot. Therefore, no new 'flag lot' leading to the south portion of the property could be created here since it is less than 100'. Ms. Bell showed the maps and stated the house on the lot will not meet the A-R standards and will have to be demolished.

Chairman Kruzan asked if the petitioner was present.

Ms. Christine Flanigan spoke on behalf of the owner, the two major reason to change it to A-R is to create the driveway off Dixon Road we have to get some land from Mr. McCue maybe a half an acre and we are going to quitclaim him about 2 acres from the 19 acres parcel in order to keep his conservation status and his A-R zoning. And another reason for the rezoning is to protect the other landowners by keeping it at 5 acres parcels if the land is developed.

Chairman Kruzan asked if anyone was in support of the petition- NO one responded, then he asked for anyone in opposition.

Mr. Travis Bouwmeester started speaking with James McCue, and he hasn't agreed to anything yet, and they are trying to give him a piece of land swap that will be of no use for him. Mr. Travis added that Dixon circle is too narrow, you can't have two cars at one time. The increased flow of traffic will increase and not everyone has the best interest of the residents in mind.

Mrs. Emily Bennett stated they have been there 34 years, stating it is a narrow street, and there is a Methodist Pastor buried there, and they don't know how they will deal with this. She expressed her concerns about whether a developer will be brought to build a road on Dixon circle. They might need more property for construction, she stated she does not want to move due to this.

Mrs. Charles Bennett explained they moved from Lafayette sometime in 1991 and that in 1996 that Jerry's father refused to sell him 70 feet. Jack Dixon twin of Jack Dixon lived where the McCue's live now and said the swap was not going to be of any value. Mr. Bennett explained he had to cut trees encroaching into his property, he also commented he would like to see that property bought by the state and kept it as game preserve for the wildlife animals in specially the deer's and not an area for hunting.

Ms. Flanigan stated she understands the neighbors' concerns, but they are not going to make the road larger they are just going to make the driveway.

Mr. Danny England asked staff if the existing part of the road in Dixon circle is not being altered.?

Ms. Bell responded No, if they need to subdivide, they will have to construct at the end of Dixon circle enough road to county standards, but they will not be required to change, pay or clear the rest of Dixon Circle.

Mr. England asked staff, does the existing part of Dixon circle meets county standards now?

Ms. Bell responded No.

Mr. England added that it will be a big approach, they will have 100 feet of brand

new county standard road at the end of a road that it has been like this for a long time and does not meet county standards?

Ms. Bell responded that's correct.

Mr. England responded, "Why we would do that when we haven't done it in other places that I can think of?"

Ms. Bell explained in order to subdivide property every lot has to have sufficient frontage on a county road or a private road on a road that will be 100' of frontage unless is a cul-de-sac in which case you can put 4 lots on a cul-de-sac with the minimum of 50' of frontage and the only way they will be able to subdivide any of this property will be to build enough road at the end with a cul-de-sac to meet that standard, they can't separate the northern part of the property triangular piece unless they build a cul-de-sac at Dixon circle. That is a county requirement. The county will not require a developer to improve the balance of the road to develop another portion of the road.

Mr. England responded by the land swap, "We might get 3-5 acre lots?"

Ms. Bell responded at most you will get 4 or 3 tracts once you build a road.

Mr. England asked if this hasn't been platted yet, why are conditioning a property assuming the cul-de-sac is required but we haven't done the plating it and know if it is?

Ms. Bell responded that a cul-de-sac will be necessary to subdivide this property because it is the only way to provide road frontage at the Dixon circle end.

Mr. England asked staff, Dixon Circle owners are more concerned about the traffic and road but maybe there will be maybe 2-3 houses?

Ms. Bell responded That's correct, we don't know the exact but the existing right-of-way at Dixon circle is about 30 feet, and it's not enough to create this parcel.

Mr. Boris Thomas added they are also concerned about the trees being cut down.

Ms. Bell stated this will not remove any of the trees anywhere else on Dixon Circle except on this property and they are aware of the cemetery that it is included on the plat and will not be impacted.

Jim Oliver made the motion to recommend CONDITIONAL APPROVAL of Petition 1366-25. Danny England seconded the motion. The motion carried 3-2. John Culbreth Sr. and Boris Thomas opposed.

*John Culbreth Sr. moved to adjourn the August 7, 2025, Planning Commission meeting.
Jim Oliver seconded. The motion passed 5-0.*

The meeting adjourned at 9:25 pm

ATTEST:

**PLANNING COMMISSION
OF
FAYETTE COUNTY**

JOHN KRUZAN, CHAIRMAN

**DEBORAH BELL
DIRECTOR, PLANNING & ZONING**

PETITION No (s): 1365-25

STAFF USE ONLY

SAGES REFERENCE No.: _____

APPLICANT INFORMATION

Name Piper Hill
 Address 320 Sandalin Ln
 City Peachtree City
 State GA Zip 30269
 Email piper@healing4heroes.org
 Phone (470)696-1556

PROPERTY OWNER INFORMATION

Name Piper Hill
 Address Coastline Road
 City Fayetteville
 State GA Zip 30214
 Email piper@healing4heroes.org
 Phone (470)696-1556

AGENT(S) (if applicable)

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

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

(THIS AREA TO BE COMPLETED BY STAFF)

[] Application Insufficient due to lack of:

Staff: _____ Date: _____

☒ Application and all required supporting documentation is Sufficient and CompleteStaff: Debbie Bell Date: 06/09/2025DATE OF PLANNING COMMISSION HEARING: Aug. 7, 2025DATE OF COUNTY COMMISSIONERS HEARING: Aug. 28, 2025

Received from Piper Hill a check in the amount of \$ 450.00 for
 application filing fee, and \$ 20.00 for deposit on frame for public hearing sign(s). \$470.00
 Date Paid: 06/09/2025 Receipt Number: 024272

PETITION No.: 1365-25 Fees Due: ✓ Sign Deposit Due: ✓

STAFF USE ONLY

PROPERTY INFORMATION (please provide information for each parcel)

Parcel # (Tax ID): 0724002 Acreage: 53.79
 Land District(s): _____ Land Lot(s): _____
 Road Name/Frontage L.F.: Coastline Road Road Classification: _____
 Existing Use: _____ Proposed Use: AR
 Structure(s): _____ Type: _____ Size in SF: _____
 Existing Zoning: _____ Proposed Zoning: AR
 Existing Land Use: _____ Proposed Land Use: _____
 Water Availability: _____ Distance to Water Line: _____ Distance to Hydrant: _____

PETITION No.: _____ Fees Due: _____ Sign Deposit Due: _____

STAFF USE ONLY

PROPERTY INFORMATION (please provide information for each parcel)

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

PETITION No.: _____ Fees Due: _____ Sign Deposit Due: _____

STAFF USE ONLY

PROPERTY INFORMATION (please provide information for each parcel)

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

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

Name(s) of All Property Owners of Record found on the latest recorded deed for the subject property:

Piper Hill & Edward Gibbons

(Please Print)

Property Tax Identification Number(s) of Subject Property:

Cashmere Rd parcel 07-24-002

(I am) (we are) the sole owner(s) of the above-referenced property requested to be rezoned. Subject property is located in Land Lot(s) _____ of the _____ District, and (if applicable to more than one land district) Land Lot(s) _____ of the _____ District, and said property consists of a total of 53.6 acres (legal description corresponding to most recent recorded plat for the subject property is attached herewith).

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

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

(II) [Signature]

Signature of Property Owner 1

320 SANDALIN LN

Address Reachtree City, GA
30269

Signature of Property Owner 2

[Signature]

Address 320 SANDALIN LN, AL

Signature of Property Owner 3 30269

Address

Signature of Authorized Agent

Address

[Signature]
Signature of Notary Public

06-09-2025

Date

[Signature]

Signature of Notary Public

6/9/2025

Date

Signature of Notary Public

Date

Signature of Notary Public

Date



Deborah M Sims
NOTARY PUBLIC

Coweta County, GEORGIA
My Commission Expires 01/05/2027

PETITION No.: _____

OWNER'S AFFIDAVIT

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

NAME: Piper Hill & Edward Gibbons Jr
 ADDRESS: 320 SANDOWN LN Peachtree City, GA 30269

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

ny affirms that he is the owner or the specifically authorized agent of the property described below. Said property is located in a(n) _____ Zoning District. He/She respectfully petitions the County to rezone the property from its present classification and tenders herewith the sum of \$ 450⁰⁰ per to cover all expenses of public hearing. He/She petitions the above named to change its classification to AR.

This property includes: (check one of the following)

- ☐ See attached legal description on recorded deed for subject property or
☐ Legal description for subject property is as follows:

PUBLIC HEARING to be held by the Planning Commission of Fayette County on the day of Aug 7, 20 25 at 7:00 P.M.

PUBLIC HEARING to be held by the Board of Commissioners of Fayette County on the day of Aug 28, 20 25 at 7:00 P.M.

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF June, 20 25
ny

SIGNATURE OF PROPERTY OWNER

Edward Gibbons Jr

SIGNATURE OF PROPERTY OWNER

Marlena Edwards

NOTARY PUBLIC 06-09-2025




AGREEMENT TO DEDICATE PROPERTY FOR FUTURE RIGHT-OF-WAY

I/We, Spencer Hill & Edward Gibbons, said property owner(s) of subject property requested to be rezoned, hereby agree to dedicate, at no cost to Fayette County, feet of right-of-way along Coastline Road Fayetteville as measured from the centerline of the road.

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

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

Sworn to and subscribed before me this 9th day of June, 2025.



SIGNATURE OF PROPERTY OWNER



SIGNATURE OF PROPERTY OWNER


NOTARY PUBLIC

Deborah M Sims
NOTARY PUBLIC
Coweta County, GEORGIA
My Commission Expires 01/05/2027

DEVELOPMENTS OF REGIONAL IMPACT (DRI)

Rezoning Applicant:

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

Signed this 3rd day of June, 2025

 APPLICANT'S SIGNATURE

Developments of Regional Impact - Tiers and Development Thresholds

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

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DISCLOSURE STATEMENT**(Please check one)****Campaign contributions:** ☐ **No** ☐ **Yes (see attached disclosure report)**

TITLE 36. LOCAL GOVERNMENT
 PROVISIONS APPLICABLE TO COUNTIES AND MUNICIPAL CORPORATIONS
 CHAPTER 67A. CONFLICT OF INTEREST IN ZONING ACTIONS

O.C.G.A. § 36-67A-3 (2011)

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

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

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

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

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

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

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

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

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

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

CHECKLIST OF ITEMS REQUIRED FOR REZONING REQUEST

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

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

Doc ID: 010904310002 Type: WD
 Recorded: 05/26/2020 at 10:00:00 AM
 Fee Amt: \$325.00 Page 1 of 2
 Transfer Tax: \$300.00
 Fayette, Ga. Clerk Superior Court
 Sheila Studdard Clerk of Court

BK 5045 PG 1-2

1 Prepared by *

Reserved for recording information

After Recording Return to: Phillip E. Brooks, Attorney
 430 Prime Point, Suite 105
 Peachtree City, Georgia 30269

WARRANTY DEED

STATE OF GEORGIA
 COUNTY OF FAYETTE

This indenture made this 30th day of April, in the year Two Thousand Twenty between Findo Homes & Communities, Inc. of the county of Fayette as party or parties of the first part, hereunder called Grantor, and as as party or parties of the second part, hereafter called Grantee (the words "Grantor" and Piper Nichole Victoria Hill & Edward Gene Gibbons, Jr. "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

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

Exhibit "A"



This deed is executed and delivered subject to easements and restrictions of record applicable to the above described property.

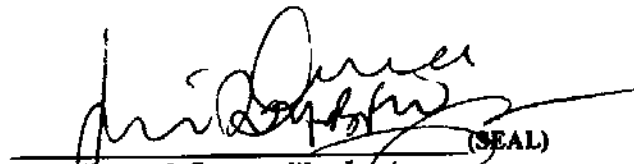
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular rights, members and appurtenances thereof, to the same being, belonging, or anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

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

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

Signed, sealed and delivered:


 Witness

 Notary Public


 Findo Homes & Communities, Inc. (SEAL)
 By Fupmi Abiodun It's
 Title PRESIDENT
 (SEAL)

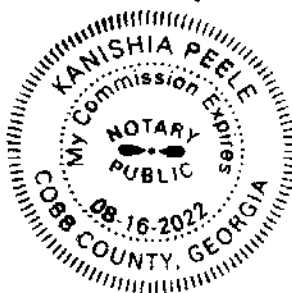


EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 80 and Land Lot 81 of the 7th District, Fayette County, Georgia, being more particularly described as follows:

Beginning at an iron pin (a 3/4" rod with cycle) located on the northerly line of Land Lot 80 at the point said Land Lot intersects the land lot line common to Land Lots 5 and 6 of the 9th District and running thence South 89 degrees 08 minutes 00 seconds East a distance of 1410.31 feet to an iron pin set; running thence South 02 degrees 17 minutes 30 seconds West a distance of 308.20 feet to an 1/2" rebar found (bent); running thence North 87 degrees 35 minutes 10 seconds West a distance of 232.55 feet to a point; running thence South 02 degrees 29 minutes 51 seconds West a distance of 308.00 feet to an iron pin set; running thence South 57 degrees 02 minutes 51 seconds East a distance of 250.30 feet to a 5/8" rebar found; running thence North 32 degrees 19 minutes 55 seconds East a distance of 35.02 to a 1/2" rebar found (bent); running thence South 02 degrees 13 minutes 53 seconds West a distance of 36.56 feet to a 5/8" rebar found (bent) on the north right-of-way line of Coastline Line Road (a 80 ft. right-of-way); running thence South 50 degrees 57 minutes 23 seconds West a distance of 61.05 feet to a point; running thence South 51 degrees 23 minutes 53 seconds West a distance of 21.17 feet to a point; running thence South 48 degrees 53 minutes 53 seconds West a distance of 106.67 feet to a point; running thence South 45 degrees 11 minutes 53 seconds West a distance of 105.21 feet to a point; running thence South 41 degrees 59 minutes 23 seconds West a distance of 104.67 feet to a point; running thence South 40 degrees 01 minutes 39 seconds West a distance of 105.80 feet to a point; running thence South 39 degrees 10 minutes 03 seconds West a distance of 265.37 feet to a point; running thence South 39 degrees 01 minutes 23 seconds West a distance of 78.07 feet to a point; running thence South 37 degrees 07 minutes 16 seconds West a distance of 38.81 feet to a 5/8" rebar found; thence leaving said right-of-way, North 89 degrees 41 minutes 39 seconds West a distance of 940.68 feet to a 1/2" rebar found on the land lot line between Land Lots 80 and 81; running thence South 01 degrees 26 minutes 59 seconds West a distance of 332.35 feet to an iron pin set; running thence North 73 degrees 11 minutes 10 seconds West a distance of 374.49 feet to an iron pin set; running thence North 16 degrees 22 minutes 07 seconds West a distance of 314.44 feet to an iron pin set; running thence North 36 degrees 16 minutes 36 seconds East a distance of 181.55 feet to an iron pin set; running thence North 35 degrees 42 minutes 28 seconds East a distance of 180.34 feet to an iron pin set; running thence North 15 degrees 01 minutes 32 seconds East a distance of 112.03 feet to an iron pin set; running thence North 01 degrees 28 minutes 38 seconds East a distance of 941.90 feet to an iron pin set on the north land lot line of Land Lot 81; running thence along said north land lot line South 89 degrees 30 minutes 09 seconds East to the Point of Beginning. Said parcel containing 53.81 acres, as shown on that plat of survey prepared for Pulte Home Corporation by Falcon Design, Kevin M. Brown, GRLS No. 2960, dated March 27, 2019, which said plat is incorporated herein and made a part hereof by this reference.





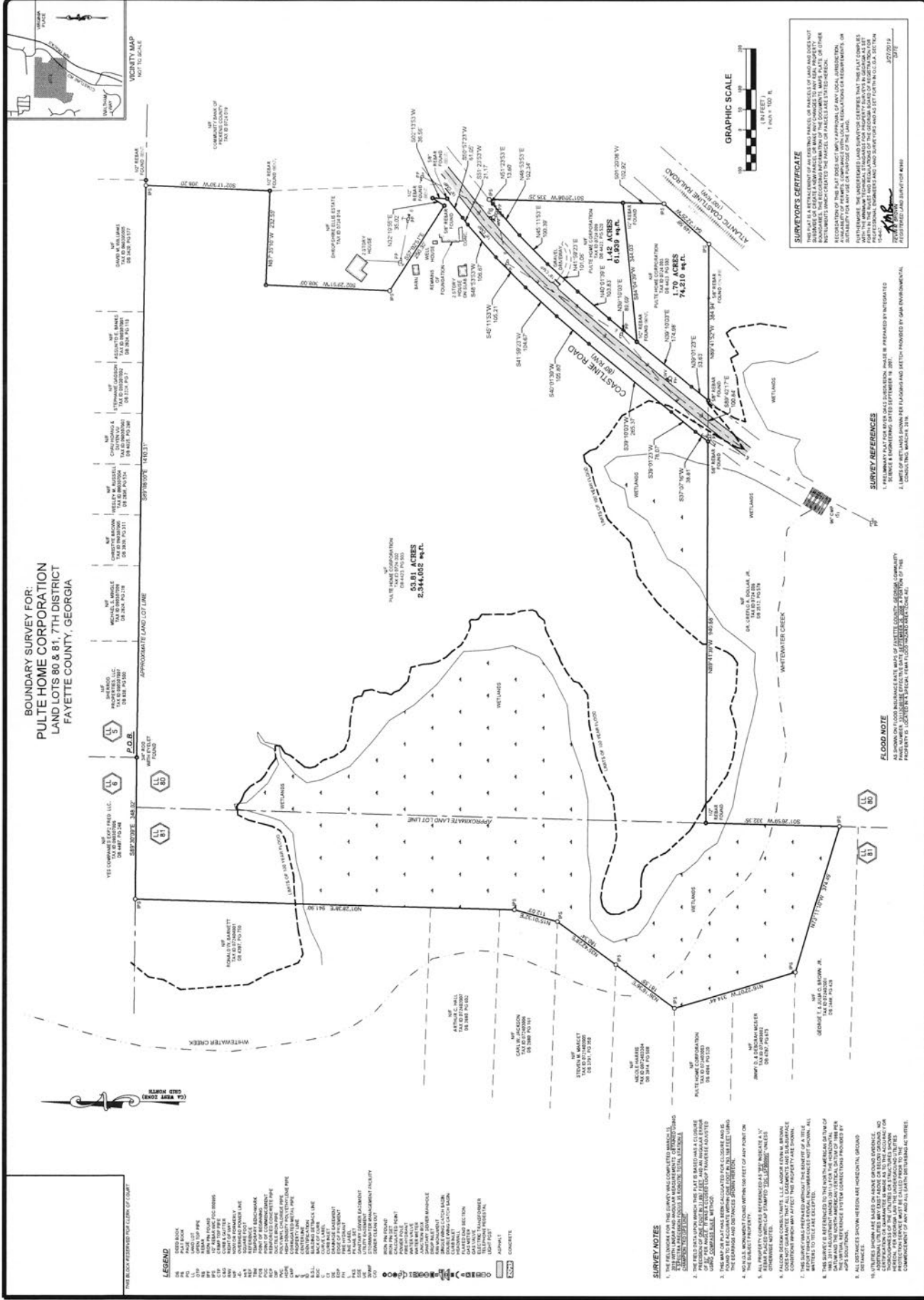
BOUNDARY SURVEY
FOR:
PULTE HOME CORPORATION
RIVER OAKS SUBDIVISION, PHASE 3
LAND LOTS 80 & 81, 7TH DISTRICT
FAYETTE COUNTY, GEORGIA

REVISIONS

DATE	3-27-2019
DRAWN BY	W. BROWN
CHECKED BY	R. BROWN
APPROVED BY	R. BROWN



Page 147 of 461
1 of 1
SHEET NUMBER



B6 Fayette County News

Continued from page B5

PETITION FOR REZONING CERTAIN PROPERTIES IN UNINCORPORATED AREAS OF FAYETTE COUNTY, GEORGIA
PUBLIC HEARING to be held before the Fayette County Planning Commission on Thursday, August 7, 2025, at 7:00 P.M. and before the Fayette County Board of Commissioners on Thursday, August 28, 2025, at 5:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

Petition No.: 1365-25

Parcel No: 0724 002

Owner(s): Piper Nichole Victoria Hill and Edward Gene Gibbons, Jr.
Zoning District: R-70

Area of Property: 53.81 acres

Land Lot(s)/District: Land Lots 80 and 81 of the 7th District

Fronts on: Coastline Road

Proposed: Applicant proposes the following: To rezone 53.81 acres from R-70 (Single-Family Residential) to A-R Agricultural-Residential (Single-Family).

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

Legal Description

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 80 and Land Lot 81 of the 7th District, Fayette County, Georgia being more particularly described as follows: Beginning at an iron pin (a 3/4" rod with eyelet) located on the northerly line of Land Lot 80 at the point said Land Lot intersects the land lot line common to Land Lots 5 and 6 of the 9th District and running thence South 89 degrees 08 minutes 00 seconds East a distance of 1410.31 feet to an iron pin set; running thence South 02 degrees 17 minutes 30 seconds West a distance of 308.20 feet to a 1/2" rebar found (bent); running thence North 87 degrees 35 minutes 10 seconds West a distance of 232.55 feet to a point; running thence South 57 degrees 29 minutes 51 seconds West a distance of 308.00 feet to

an iron pin set; running thence South 57 degrees 02 minutes 51 seconds East a distance of 250.30 feet to a 5/8" rebar found; running thence North 32 degrees 19 minutes 55 seconds East a distance of 35.02 to a 1/2" rebar found (bent); running thence South 02 degrees 13 minutes 53 seconds West a distance of 36.56 feet to a 5/8" rebar found (bent) on the north right-of-way line of Coastline Line Rd (a 80 ft. right-of-way); running thence South 50 degrees 57 minutes 23 seconds West a distance of 61.05 feet to a point; running thence South 51 degrees 23 minutes 53 seconds West a distance of 21.17 feet to a point; running thence South 48 degrees 53 minutes 53 seconds West a distance of 106.67 feet to a point; running thence South 45 degrees 11 minutes 53 seconds West a distance of 105.21 feet to a point; running

thence South 41 degrees 59 minutes 23 seconds West a distance of 104.67 feet to a point; running thence South 40 degrees 01 minutes 39 seconds West a distance of 105.80 feet to a point; running thence South 39 degrees 10 minutes 03 seconds West a distance of 265.37 feet to a point; running thence South 39 degrees 01 minutes 23 seconds West a distance of 78.07 feet to a point; running thence South 37 degrees 07 minutes 16 seconds West a distance of 38.81 feet to a 5/8" rebar found; thence leaving said right-of way, North 89 degrees 41 minutes 39 seconds West a distance of 940.68 feet to a 1/2" rebar found on the land lot line between Land Lots 80 and 81; running thence South 01 degrees 26 minutes 59 seconds West a distance of 332.35 feet to an iron pin set; running thence North 73 degrees 11 minutes 10 seconds West a distance of 374.49 feet to an iron pin set; running thence North 16 degrees 22 minutes 07 seconds West a distance of 314.44 feet to an iron pin set; running thence North 36 degrees 16 minutes 36 seconds East a distance of 181.55 feet to an iron pin set; running thence North 35 degrees 42 minutes 28 seconds East a distance of 180.34 feet to an iron pin set; running thence North 15 degrees 01 minutes 32 seconds East a distance of 112.03 feet to an

iron pin set; running thence North 01 degrees 28 minutes 38 seconds East a distance of 941.90 feet to an iron pin set on the north land lot line of Land Lot 81; running thence along said north land lot line South 89 degrees 30 minutes 09 seconds East to the Point of Beginning. Said parcel containing 53.81 acres, as shown on that plat of survey prepared for Pulte Home Corporation by Falcon Design, Kevin M. Brown, GRLS No. 2960, dated March 27, 2019, which said plat is incorporated herein and made a part hereof by this reference.

07/16

Legals continued page B7

From: [Janet Crawford](#)
To: [Planning & Zoning](#)
Subject: Proposed Zoning Change Request
Date: Tuesday, August 12, 2025 5:10:47 PM

[You don't often get email from jcrawford2047@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

External Email Be cautious of sender, content, and links

Ellen's Ridge and the surrounding area is a beautiful, established community of large family homes and good people. Opening the door to other zone classifications changes the charm of our community. The current zoning map is working to plan communities that have like buildings together. I would like for it to remain this way. So, I ask you to vote no regarding the requested zoning change.

Janet Crawford
185 Buckhorn Trail
Fayetteville GA

Deborah L Bell

From: g.davis@googledaycares.com
Sent: Tuesday, August 12, 2025 9:06 PM
Cc: Planning & Zoning
Subject: Opposition to Rezoning and Proposed Development by Healing4Heroes b - Coastline Road, Tyrone (Fayetteville) Georgia

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Fayette County Planning and Rezoning Commission

Opposition to Rezoning and Proposed Development by Healing4Heroes b - Coastline Road, Tyrone (Fayetteville) Georgia

Dear Sir and/or Madam,

I am writing to respectfully oppose the proposed jurisdiction transfer and development of the Healing4Heroes (“H4H”) facility on the referenced property. While the mission of H4H is admirable, the location, scope, and operational activities described raise serious concerns that would negatively impact surrounding property values, neighborhood character, and residents’ quality of life.

1. Adverse Impact on Property Values

Residential property values are closely tied to the character, tranquility, and perceived desirability of the surrounding area. The introduction of a multi-use facility involving:

- Temporary housing accommodations,
- Frequent fundraising events, and
- A commercial-scale dog kennel operation,

would significantly alter the residential nature of the neighborhood. Increased traffic, noise, and activity levels—particularly from events and kennel operations—can deter potential homebuyers and lead to lower market demand, which is directly correlated with decreased home values.

2. Noise Concerns from Kennel Operations

Even a “small” kennel can generate substantial and persistent noise from barking dogs, especially when housing multiple animals awaiting placement. Sound travels easily in open residential areas, and chronic noise disturbances are a well-documented factor in lowering property desirability and sale prices.

3. Increased Traffic and Congestion

The proposal’s inclusion of “event and training grounds” for fundraising will bring periodic but intense spikes in traffic, including large numbers of vehicles, delivery trucks, and possibly buses or RVs. These surges will strain local roads not designed for such volumes, create safety concerns for pedestrians, and diminish the peaceful environment residents currently enjoy.

4. Light Pollution and Activity During Evening Hours

Fundraising events and dog training activities could extend into evening hours, introducing amplified sound systems, bright lighting, and large gatherings that would further disrupt the community’s quiet residential character.

5. Precedent for Future Non-Residential Uses

Approving this jurisdiction transfer and zoning change will set a precedent for other non-residential uses in the area, further eroding the neighborhood's residential nature and weakening protective zoning standards designed to preserve property values.

6. Alternative Locations Better Suited to the Mission

The mission of H4H would be better served in a location zoned for mixed-use or light commercial purposes, where kennel operations, training facilities, and large-scale events would not conflict with established residential neighborhoods. Relocating to such an area would allow H4H to pursue its goals without imposing negative externalities on surrounding homeowners.

Conclusion

While the work of H4H is commendable, the proposed location and activities are incompatible with the character, zoning, and long-term value of our neighborhood. I urge the County to deny the jurisdiction transfer and zoning approval to protect existing property owners from the inevitable decline in property values and quality of life that would result from this development.

Sincerely,

Garrett Davis and Glendale Lambert
Ellen's Ridge Subdivision
445 Revenna Tr
Fayetteville, GA. 30214
404.354.0771

From: [Elizabeth Estrada](#)
To: [Planning & Zoning](#)
Cc: [James Hiett](#); [Brenda Patterson](#); [Sterling Patterson](#); [Johnny Green](#); [trw7@comcast.net](#); [John Culbreth-President](#)
Subject: Rezoning Hearing - August 28, 2025 - H4H Facility - Coastline Road, Tyrone (Fayetteville) Georgia.
Date: Tuesday, August 12, 2025 3:14:31 PM

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Fayette County Planning and Rezoning Commission

Opposition to Rezoning and Proposed Development by Healing4Heroes b - Coastline Road, Tyrone (Fayetteville) Georgia

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development.

Sincerely,

Socrates and Elizabeth Estrada
Ellen's Ridge Subdivision
210 Buckhorn Tr
Fayetteville, GA. 30214
679 525-1255

From: [fergusonfam](#)
To: [Planning & Zoning](#)
Cc: [Andrea Ferguson](#)
Subject: Opposition to Proposed Rezoning for Kennel & Training Facility Adjacent to Ellen's Ridge
Date: Tuesday, August 12, 2025 4:51:54 PM

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External Email Be cautious of sender, content, and links

Ferguson

115 Buckhorn Trl

Fayetteville, GA 30214

[REDACTED]

Date: August 12, 2025

To: Fayette County Board of Commissioners (and Planning & Zoning Department)

Re: Opposition to Proposed Rezoning for Kennel & Training Facility Adjacent to Ellen's Ridge

Dear Chair and Commissioners,

I am writing as a concerned resident of Ellen's Ridge and Revenna subdivisions to express strong opposition to the proposed rezoning for a kennel and temporary housing—that is slated to come before you at an upcoming meeting.

Background

- This rezoning was previously introduced in **February 2021**, and it was removed from consideration due to strong neighborhood opposition. The revival of this proposal so soon after indicates a disregard for the community's original concerns.
- Notably, while the property is currently zoned for large residential homes consistent with our neighborhood, this proposal would fundamentally shift its intended use.

Why This Location Is Unsuitable

1. Incompatible with Neighborhood Character

The introduction of a kennel and training facility, particularly with temporary housing for potentially vulnerable individuals is inconsistent with the residential, family-oriented nature of our community. Children frequently play outdoors; such an operation brings

unpredictable noise, increased traffic, potential odor, and other safety considerations that conflict with our neighborhood's quality of life.

2. **Future Uses**

Once rezoned, the property could be repurposed for virtually any board-approved use—not necessarily bounded to your current description. The long-term implications could include expansions, commercialization, or other facility types that the neighborhood would have little recourse to oppose.

3. **Appeal to Shared Values**

As a supporter of veterans and projects that help veterans in need, I deeply respect services that assist individuals with trauma. However, placing such a facility in close proximity to a quiet, upscale residential community is not appropriate. Supportive and therapeutic facilities belong in settings designed for that purpose—well-separated, professional environments—not within a clearly defined residential subdivision.

Request for Action

Please review our concerns to help:

- **Maintain the current zoning** of large residential use that fits the character of Ellen's Ridge and Revenna.
- **Protect our property values**, safety, and residential peace.
- **Ensure future integrity** of your zoning decisions by respecting prior community consensus and pushing back against rezoning attempts that undermine local residential communities.

Overall, this subdivision deserves to remain a peaceful, safe, and high-value residential community. The proposed kennel and training facility—a drastic shift in land use—would significantly diminish the environment we cherish here in Ellen's Ridge. I respectfully urge you to reject this rezoning application and preserve the integrity of our neighborhood.

Thank you for your attention to this matter and your service to our residents.

Sincerely,

Michael & Andrea Ferguson

Sent from my T-Mobile 5G Device

From: [George Fields](#)
To: [Planning & Zoning](#); [John Culberth](#); [John Culbreth](#); [Jim & Norma Hiett](#); [anotheralt@netzero.com](#); [REDACTED]
Subject: No to Rezoning for Kennel & Training Facility
Date: Tuesday, August 12, 2025 5:56:01 PM

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Commissioners, I am in total opposition to the rezoning from residential to a Kennel & Training Facility. The impact to Ellen's Ridge community in my opinion would be devastating.

Negative impact to quality of life: Barking Dogs

Negative impact to homeowners safety with the potential of Veterans suffering from PTSD traversing the surrounding communities.

Negative impact to children's welfare putting them at risk to increased traffic in the community and nearby schools.

Negative impact to property value rezoning from residential to Kennel & Training Facility.

Ellen's Ridge is a great family community ours as well as the other surrounding communities have invested in maintaining a community environment that remains green, tranquil, and peaceful. This rezoning effort will jeopardize our efforts.

With that in mind the community is asking the commissioners to vote no on rezoning from residential to a Kennel & Training Facility.

V/R

George R Fields

Ellen's Ridge Homeowner

USA(Ret)

[Yahoo Mail: Search, Organize, Conquer](#)

From: [omar.ganzy](#)
To: [Planning & Zoning](#)
Subject: Rezoning
Date: Tuesday, August 12, 2025 11:15:41 PM

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I would like to state my opposition to these rezoning efforts. This does not belong in our area.

Thank you for taking time to address this matter. Q

Sent from my T-Mobile 5G Device

Get [Outlook for Android](#)

From: [James Hiatt](#)
To: [Planning & Zoning](#)
Subject: Fw: Opposition to Rezoning and Proposed Development by Healing4Heroes b - Coastline Road, Tyrone (Fayetteville) Georgia
Date: Tuesday, August 12, 2025 4:45:26 PM

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----- Forwarded Message -----

From: Ellen's Ridge HOA, Inc <noreply@goenumerate.com>

To: [REDACTED]

Sent: Tuesday, August 12, 2025 at 04:22:03 PM EDT

Subject: Opposition to Rezoning and Proposed Development by Healing4Heroes b - Coastline Road, Tyrone (Fayetteville) Georgia

Ellen's Ridge HOA, Inc

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Opposition to Rezoning and Proposed Development by Healing4Heroes b - Coastline Road, Tyrone (Fayetteville) Georgia

Fayette County Planning and Rezoning Commission

Opposition to Rezoning and Proposed Development by Healing4Heroes b - Coastline Road, Tyrone (Fayetteville) Georgia

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The mission of H4H would be better served in a location zoned for mixed-use or light commercial purposes, where kennel operations, training facilities, and large-scale events would not conflict with established residential neighborhoods. Relocating to such an area would allow H4H to pursue its goals without imposing negative externalities on surrounding homeowners.

Conclusion

While the work of H4H is commendable, the proposed location and activities are incompatible with the character, zoning, and long-term value of our neighborhood. I urge the County to deny the jurisdiction transfer and zoning approval to protect existing property owners from the inevitable decline in property values and quality of life that would result from this

development.

Sincerely,

James and Norma Hiett
Ellen's Ridge Subdivision
390 Revenna Trail
Fayetteville, GA. 30214
679 525-1255

For questions or comments, please reply to this email or contact Ellen's Ridge HOA, Inc at bpatterson@camga.com. This email was generated by the Enumerate Central platform.

From: [Y. Moss](#)
To: [Planning & Zoning](#)
Subject: Formal Objection to the Re-Zoning of Coastline Road
Date: Tuesday, August 12, 2025 5:03:11 PM

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External Email Be cautious of sender, content, and links

Good Evening,

I am writing to formally object to the proposed re-zoning of Coastline Road. I currently reside at 125 Ellens Ridge, and my property is directly adjacent to the area in question. The proposed changes, which include the development of a dog kennel and a temporary housing facility, are a matter of serious concern for myself, my family, and our surrounding neighbors.

My objections are as follows:

1. **Impacts of the Dog Kennel and Training Facility:** I am deeply concerned about the potential negative impacts on our residential area. These include safety, noise pollution, unpleasant odors, and environmental concerns related to waste disposal, particularly its proximity to Whitewater Creek. A more viable location for such a facility is the Royal Animal Shelter, which is already located 3.1 miles away and is not situated in a residential area.
2. **Impacts of Temporary Housing for Veterans with PTSD and Other Mental Health Issues:** While I have immense respect for veterans and am the daughter of a Purple Heart veteran who had PTSD, I must express my concerns about the proposed temporary housing. The additional noise from the dog kennel, coupled with existing environmental noise from nearby train tracks, motorcycles, car mufflers, and other sources, could be a significant trigger for individuals with PTSD and other mental health issues. The vibrations and loud sounds from the trains, which occur at all hours, are already disruptive, and adding the noise of a kennel would create an unnecessarily stressful environment. Furthermore, placing such a facility in a residential area where other veterans may reside and be dealing with the trauma of PTSD could be re-traumatizing or triggering. The residents of this neighborhood should not be forced to bear the burden of constantly having to worry about what may trigger a negative response. I chose to build my home here for a sense of peace and quiet, and this proposal jeopardizes that.
3. **Potential Decrease in Property Values:** I have major concerns that these facilities would significantly decrease property values in this area and surrounding neighborhoods. Most prospective buyers would not choose to live next to a dog kennel and a mental health facility, which would negatively impact my investment and the financial well-being of all residents.

It is my understanding that the current zoning for this land is for large single-family homes, and it should remain that way. The peace and quiet of this neighborhood are vital to the well-being of its residents. As a household with an immune-compromised family member, the anxiety induced by these potential issues is especially troubling. While I understand the intent behind these proposed facilities is to be helpful, their placement in this residential area will negatively impact my family's quality of life and could even induce a state of PTSD for my family, defeating the purpose of providing a healing environment for others.

I urge you to consider these serious concerns and deny the proposed re-zoning.

Sincerely,

Yvonne Moss
 125 Ellens Ridge
 770-843-5538

From: [Ortega Home](#)
To: [Planning & Zoning](#)
Subject: Rezoning for Kennel and Training
Date: Tuesday, August 12, 2025 4:49:28 PM

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To whom this may concern,

We writing to object the rezoning for Kennel and Training behind Ellen's Ridge neighborhood. We are concerned with veterans with PTSD and mental issues being close to the families in the neighborhood. It will also create additional traffic through the neighborhood.

Thank you for considering our concerns in this matter.

Best regards
Luis and Gabriela Ortega
(678) 360-4359

From: [R and L Parks](#)
To: [Planning & Zoning](#)
Subject: Fwd: Opposition to Rezoning and Proposed Development by Healing4Heroes b - Coastline Road, Tyrone (Fayetteville) Georgia
Date: Tuesday, August 12, 2025 8:23:20 PM

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Sent from my iPhone

@

Begin forwarded message:

From: "Ellen's Ridge HOA, Inc" <noreply@goenumerate.com>
Date: August 12, 2025 at 4:22:07 PM EDT
Subject: Opposition to Rezoning and Proposed Development by Healing4Heroes b - Coastline Road, Tyrone (Fayetteville) Georgia
Reply-To: "Ellen's Ridge HOA, Inc" <bpatterson@camga.com>

Ellen's Ridge HOA, Inc

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Opposition to Rezoning and Proposed Development by Healing4Heroes b - Coastline Road, Tyrone (Fayetteville) Georgia

Fayette County Planning and Rezoning Commission

Opposition to Rezoning and Proposed Development by Healing4Heroes b - Coastline Road, Tyrone (Fayetteville) Georgia

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Robert and Alisa Parks
Ellen's Ridge Subdivision
145 Buckhorn Tr
Fayetteville, GA. 30214

For questions or comments, please reply to this email or contact Ellen's Ridge HOA, Inc at bpatterson@camga.com. This email was generated by the Enumerate Central platform.

From: [REDACTED]
To: [Planning & Zoning](#)
Subject: ReZoning of Ellen's Ridge
Date: Tuesday, August 12, 2025 9:19:02 PM

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Dear Commissioners,

I am writing to formally express my strong opposition to the proposed rezoning of our residential area to accommodate a Kennel and Training Facility. I firmly believe that this alteration would have a profoundly detrimental impact on the Ellen's Ridge community.

Foremost among my concerns is the anticipated increase in noise pollution stemming from barking dogs. Such disturbances would significantly compromise the quality of life for residents, undermining the serene environment that we have collectively worked diligently to preserve.

When integrating PTSD patients into the community, safety considerations must be prioritized. Bringing individuals with PTSD into a neighborhood could present significant challenges, especially for veterans. The noise and increased activity levels typical of community environments may heighten their distress and affect their ability to feel secure and navigate the area comfortably.

Furthermore, I harbor grave concerns regarding the safety and welfare of our children. The influx of traffic associated with the kennel could pose a direct threat to their safety, especially given the proximity of schools and parks. Protecting our youngest community members must remain a paramount priority.

In addition to these pressing issues, there are implications for property values that cannot be overlooked. A shift from a residential designation to that of a kennel is likely to adversely affect home values, resulting in a significant financial loss for homeowners who have invested in this community.

Moreover, the integration of a kennel would likely lead to increased foot traffic and parking congestion, further disturbing the tranquility that defines our neighborhood. Such changes could alter the community dynamics, potentially attracting individuals whose values may not align with those of our established residents.

Another critical aspect to consider is the potential impact on local wildlife and ecosystems. The increased activity and noise from the kennel could disrupt local flora and fauna, further jeopardizing the natural balance that contributes to the character of Ellen's Ridge.

In conclusion, Ellen's Ridge is a thriving family community that values its green spaces, tranquility, and sense of togetherness. The proposed rezoning not only threatens these essential qualities but also imposes consequences that the community cannot afford to bear.

I urge the Commission to carefully reconsider this rezoning proposal and its far-reaching implications for our community.

Thank you for your time and consideration.

Sincerely,

Sharon and Anthony Penn

From: [duc phan](#)
To: [Planning & Zoning](#)
Subject: Fw: URGENT: BY 5pm TODAY August 12 send an email to zoning@fayettecountyga.gov
Date: Tuesday, August 12, 2025 4:00:19 PM

You don't often get email from [REDACTED] [Learn why this is important](#)

External Email Be cautious of sender, content, and links

Dear Sir

We are a homeowner at 205 Buckhorn Tr, Fayetteville, GA 30214.

We **do not** want it:

"REZONING FOR KENNEL & TRAINING FACILITY BACKING UP TO ELLEN'S RIDGE"

Thanks
Jack and Anh

----- Forwarded Message -----

From: Ellen's Ridge HOA, Inc <noreply@goenumerate.com>
To: ducsadd@yahoo.com <ducsadd@yahoo.com>
Sent: Tuesday, August 12, 2025 at 03:25:11 PM EDT
Subject: URGENT: BY 5pm TODAY August 12 send an email to zoning@fayettecountyga.gov

Ellen's Ridge HOA, Inc

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URGENT: BY 5pm TODAY August 12 send an email to
zoning@fayettecountyga.gov

Ellen's Ridge Homeowners

REZONING FOR KENNEL & TRAINING FACILITY BACKING UP TO
ELLEN'S RIDGE

This rezoning attempt was originally made in February 2021. There was enough opposition that it was removed. Last night, it was again brought before the Fayette County Planning and Zoning Commission and approved 3-2 to go in front of the County Commissioners. This property backs up to the lots on Revenna and Ellen's Ridge in our subdivision.

Note that if approved, our residents will have a kennel and training facility plus temporary housing where veterans with potential PTSD and other mental problems will live for different periods of time.

This does not belong in a neighborhood of million-dollar homes or around subdivisions of any size where children play. I am a Veteran and the son of a disabled Veteran, but this is not the spot to have a dog training institution. Plus, In the future it could become anything the owners wanted. Currently it is zoned for large homes like the surrounding neighborhood.

We must organize quickly before the Commissioners meeting which is **August 28 at 5 pm** and have a large turn out to show our preferences.

Shirley Warren provided this information: You can send an email to **zoning@fayettecountyga.gov by 5PM today August 12, 2025** prior to the hearing regarding the rezoning if unable to attend.

John Culbreth our ex-HOA President is on the Fayette County Planning and Zoning Commission and is fighting for our cause. He is attempting to arrange coverage with the press and possibly have some interviews with residences in the surrounding area.

I encourage everyone to spread this across the county...there is another similar incidence occurring on highway 314 close to Rick Ross, where the developers want to build a wedding venue in a residential area.

We will be keeping you informed as new info and developments become available.

Ellen's Ridge HOA

For questions or comments, please reply to this email or contact Ellen's Ridge HOA, Inc at bpatterson@camga.com. This email was generated by the Enumerate Central platform.

From: [Wendy Rachel](#)
To: [Planning & Zoning](#)
Subject: Rezoning of Coastline Rd. and Proposed Development by Healing4Heroes
Date: Monday, August 11, 2025 9:56:53 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

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External Email Be cautious of sender, content, and links

To whom it may concern:

We, Titus & Wendy Rachel, are residents/homeowners in the Ellen's Ridge subdivision. We have been made aware of a planned development on property that backs up to the lots on Revenna and Ellen's Ridge and rezoning of **Coastline Rd.** If this development is approved, we will have a kennel and training facility plus temporary housing where veterans with potential PTSD and other mental problems will live for different periods of time. This type of establishment nor dog training institution does not belong in a neighborhood of million-dollar homes or around subdivisions of any size where children play. This area is currently zoned for large homes similar to those in the Ellen's Ridge subdivision.

We are totally opposed to this development being brought to our neighborhood infringing on the safety of the residents and especially the children. Please do not allow this development to go forward.

- Respectfully submitted,

-
Titus and Wendy Rachel
225 Buckhorn Trl
Fayetteville, Ga. 30214



Wendy R. Rachel

BSA Consultant

p: 404.658.6465 ext. 8106 | f: 404.856.5020 | e: wrachel@cuatlanta.org

Credit Union of Atlanta, 670 Metropolitan Parkway SW, Atlanta, GA 30310

www.cuatlanta.org



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|

From: [Venson Shelton](#)
To: [Planning & Zoning](#)
Subject: Zoning proposal Coastline Road
Date: Tuesday, August 12, 2025 4:22:31 PM

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Greetings,

I am a resident of Ellen's Ridge 215 Buckhorn Tr, Fayetteville, GA 30214. I am writing to voice my opposition to the proposal to rezone Coastline Road for a kennel and training facility. This would not be in the best interest our community! Please say no to this proposed new project!!!

Thank You

From: [Audrey Sherrod](#)
To: [Planning & Zoning](#)
Subject: Oppose rezoning
Date: Tuesday, August 12, 2025 5:53:50 PM

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Dear Sir and/or Madam,

I am writing to respectfully oppose the proposed jurisdiction transfer and development of the Healing4Heroes ("H4H") facility on the referenced property. While the mission of H4H is admirable, the location, scope, and operational activities described raise serious concerns that would negatively impact surrounding property values, neighborhood character, and residents' quality of life.

1. Adverse Impact on Property Values

Residential property values are closely tied to the character, tranquility, and perceived desirability of the surrounding area. The introduction of a multi-use facility involving:

- Temporary housing accommodations,
- Frequent fundraising events, and
- A commercial-scale dog kennel operation,

would significantly alter the residential nature of the neighborhood. Increased traffic, noise, and activity levels—particularly from events and kennel operations—can deter potential homebuyers and lead to lower market demand, which is directly correlated with decreased home values.

2. Noise Concerns from Kennel Operations

Even a "small" kennel can generate substantial and persistent noise from barking dogs, especially when housing multiple animals awaiting placement. Sound travels easily in open residential areas, and chronic noise disturbances are a well-documented factor in lowering property desirability and sale prices.

3. Increased Traffic and Congestion

The proposal's inclusion of "event and training grounds" for fundraising will bring periodic but intense spikes in traffic, including large numbers of vehicles, delivery trucks, and possibly buses or RVs. These surges will strain local roads not designed for such volumes, create safety concerns for pedestrians, and diminish the peaceful environment residents currently enjoy.

4. Light Pollution and Activity During Evening Hours

Fundraising events and dog training activities could extend into evening hours, introducing amplified sound systems, bright lighting, and large gatherings that would further disrupt the community's quiet residential character.

5. Precedent for Future Non-Residential Uses

Approving this jurisdiction transfer and zoning change will set a precedent for other non-residential uses in the area, further eroding the neighborhood's residential nature and weakening protective zoning standards designed to preserve property values.

6. Alternative Locations Better Suited to the Mission

The mission of H4H would be better served in a location zoned for mixed-use or light commercial purposes, where kennel operations, training facilities, and large-scale events would not conflict with established residential neighborhoods.

Relocating to such an area would allow H4H to pursue its goals without imposing negative externalities on surrounding homeowners.

Conclusion

While the work of H4H is commendable, the proposed location and activities are incompatible with the character, zoning, and long-term value of our neighborhood. I urge the County to deny the jurisdiction transfer and zoning approval to protect existing property owners from the inevitable decline in property values and quality of life that would result from this development.

Sincerely,

Audrey Sherrod, Realtor®

Virtual Properties Realty

Office: 770-495-5050 ext:7656

Cell: 404-603-6273

Fax: 404-393-9254

www.sherrodrealty.com

Taking Care of ALL Your Real Estate Needs!!!



From: [Shirley Warren](#)
To: [Planning & Zoning](#)
Subject: Rezoning and Proposed Development by Healing4Heroes
Date: Tuesday, August 12, 2025 4:52:03 PM

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Shirley Warren

115 Redfield Trace

Fayetteville, GA 30214

8/12/2025

To: Fayette County Planning and Zoning Commission

Subject: Opposition to Rezoning and Proposed Development by Healing4Heroes b - Coastline Road, Tyrone (Fayetteville) Georgia

Dear Sirs/Madame:

I am writing as a resident of Ellens Ridge Community to express my concerns regarding the proposed zoning changes that would allow for the construction of a kennel facility designed to house individuals temporarily and provide training for service dogs in close proximity to our residential community.

Our neighborhood consists of single-family homes valued at \$500,000 and above, and many residents have chosen to invest here for its quiet, safe, and family-friendly environment. While I respect and value the mission of providing temporary housing and training service animals, the placement of such a facility within a high-density residential area raises several critical issues:

1. **Noise Concerns:** Kennels, even when well-managed, can produce significant and persistent noise from barking and other animal activity. This sound carries easily in residential areas and has the potential to disrupt the peace and quiet that residents currently enjoy.

2. **Safety Considerations:**The presence of unfamiliar individuals moving in and out of the facility, combined with the public traffic such a program could draw, raises valid concerns about the safety of children, seniors, and families in our neighborhood. While the intent may be positive, adequate safety protocols, vetting processes, and security measures must be detailed and enforced.
3. **Property Value Impact:** Zoning changes of this nature often have long-term effects on property values. The presence of a kennel and transitional housing facility in a primarily residential area could make homes less appealing to prospective buyers, potentially diminishing the equity that residents have worked hard to build.
4. **Traffic & Parking:**The facility could increase vehicle traffic from staff, volunteers, visitors, and deliveries. Without careful planning, this could contribute to congestion, parking overflow, and increased risk for pedestrians.

I believe there are more suitable locations for this type of facility—particularly in areas already zoned for commercial or mixed-use purposes—where the important work of service dog training and transitional housing can be carried out without adversely impacting established neighborhoods.

I respectfully urge the Board to consider the long-term implications for residents and to explore alternative sites that would better accommodate both the needs of the organization and the quality of life in our community.

Thank you for your time, consideration, and service to our county. I

Sincerely,

Shirley Warren

678-353-7946

From: [Johnny Wilson](#)
To: [Planning & Zoning](#)
Subject: KENNEL & TRAINING FACILITY
Date: Tuesday, August 12, 2025 4:06:53 PM

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Fayette County Planning & Zoning Commission,

This message is to express my opposition to the proposed planning and rezoning for the kennel & dog training facility near the Ellen's Ridge subdivision. We're simply asking for our safe and quite community to remain as such. Please reconsider your planning decision for this rezoning project.

My sincere thanks for your consideration!

Jay Wilson
Ellen's Ridge Subdivision

COUNTY AGENDA REQUEST

Page 178 of 461

Department:

Presenter(s):

Meeting Date:

Type of Request: #4

Wording for the Agenda:

Consideration of Petition No. 1366-25, Jerry M. Gable, Owner, & Christine Flanigan, Agent, request to rezone 31.144 acres from R-45 Conditional (Single-Family Residential) to A-R (Agricultural-Residential).; property located in Land Lots 73 & 88 of the 5th District and fronts on S. Jeff Davis Drive and Dixon Circle.

Background/History/Details:

Applicant proposes to rezone 31.144 acres from R-45 Conditional (Single-Family Residential) to A-R (Agricultural-Residential). As defined in the Fayette County Comprehensive Plan, Low Density Residential (1 unit/1 acre) is designated for this area, so the request for A-R zoning is appropriate, as it requires a much lower density, with a 5-acre minimum lot size. On Aug. 7, 2025, Planning Commission voted 3-2 to recommend CONDITIONAL APPROVAL of the request to rezone to A-R, w/conditions as read by staff. Jim Oliver made the motion to recommend conditional approval of Petition 1366-25. Danny England seconded the motion. The motion carried 3-2. John Culbreth, Sr., & Boris Thomas opposed. CONDITIONS: 1. The existing house on the parcel does not meet the building setback requirements for A-R and shall be demolished within 180 days of approval of the rezoning or prior to application for any future rezonings or minor final plats, whichever comes first. 2. The owner/developer shall dedicate land to Fayette County as needed to provide a minimum 50-ft of right of way as measured from the existing centerline of South Jeff Davis Road for the full width of the parcel. This dedication shall be completed within 180 days of approval, or prior to the submittal of a final plat, whichever comes first. 3. No new parcels may be created unless and until a paved road, constructed to County Standards and with a 60' dedicated right-of-way, is constructed at the present end of Dixon Circle as shown on the survey provided with the application.

Staff has discussed these conditions with the applicant's agent, and they accept the conditions. Staff recommends Conditional Approval.

What action are you seeking from the Board of Commissioners?

Approval of Petition No. 1366-25, Jerry M. Gable, Owner, & Christine Flanigan, Agent, request to rezone 31.144 acres from R-45 Conditional (Single-Family Residential) to A-R (Agricultural-Residential).; property located in Land Lots 73 & 88 of the 5th District and fronts on S. Jeff Davis Drive and Dixon Circle with three (3) conditions.

If this item requires funding, please describe:

No funding is required for this request.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

PETITION No. 1366-25

REQUESTED ACTION: Rezone 31.144 acres from R-45 Conditional to A-R

PARCEL NUMBER: 0519 002

EXISTING ZONING: R-45 Conditional

PROPOSED ZONING: A-R

EXISTING USE: Residential

PROPOSED USE: Agricultural-Residential

LOCATION: 865 S Jeff Davis Drive and Dixon Circle

LOT SIZE: 31.144 Acres

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

OWNER(S): Jerry M. Gable

AGENTS: Christine Flanigan

PLANNING COMMISSION PUBLIC HEARING: August 7, 2025, at 7:00 PM

BOARD OF COMMISSIONERS PUBLIC HEARING: August 28, 2025, at 5:00 PM

REQUEST

The applicant is requesting to rezone the property from R-45 Conditional to A-R.

PLANNING COMMISSION RECOMMENDATION

On August 7, 2025, the Planning Commission voted 3-2 to recommend **CONDITIONAL APPROVAL** of the request to rezone to A-R, with conditions as read by staff. Jim Oliver made the motion to recommend CONDITIONAL APPROVAL of Petition 1366-25. Danny England seconded the motion. The motion carried 3-2. John Culbreth, Sr., and Boris Thomas opposed.

STAFF ASSESSMENT & RECOMMENDATION

The lot is a legal lot of record and meets or exceeds all the requirements of the A-R zoning district.

The Future Land Use Map designates this area as Low-Density Residential, which has a 1-acre minimum parcel size. A-R has a 5-acre minimum parcel size so it will be a less intensive zoning than R-45. Therefore, staff recommends **CONDITIONAL APPROVAL** of the request to rezone from R-45, Conditional to A-R, subject to the following conditions:

1. The existing house on the parcel does not meet the building setback requirements for A-R and shall be demolished within 180 days of approval of the rezoning or prior to application for any future rezonings or minor final plats, whichever comes first.
2. The owner/developer shall dedicate land to Fayette County as needed to provide a minimum 50-ft of right of way as measured from the existing centerline of South Jeff Davis Road for the full width of the parcel. This dedication shall be completed within 180 days of approval, or prior to the submittal of a final plat, whichever comes first.
3. No new parcels may be created unless and until a paved road, constructed to County Standards and with a 60' dedicated right-of-way, is constructed at the present end of Dixon Circle as shown on the survey provided with the application.

Staff has discussed these conditions with the applicant's agent, and they accept these conditions.

INVESTIGATION

A. GENERAL PROPERTY INFORMATION

The subject property was rezoned from A-R to R-45, Conditional, on April 23, 1987.

The conditions of zoning for Petition No. 619-87 were as follows:

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

Staff notes regarding the relationship of the original conditions, the property configuration, and the current rezoning request:

- Regarding the number of curb cuts that could be developed on this property, the property has 800' of road frontage on South Jeff Davis. If it is zoned A-R, due to the shape of the property no more than 2 lots can be developed with frontage on South Jeff Davis. At the narrowest portion of the lot, about halfway between the north and south edges, the property is only 60' wide; a new parcel must have 100' of width all the way to the buildable portion of the lot. Therefore, no new 'flag lot' leading to the south portion of the property could be created here since it is less than 100'.

The area between this narrow point and South Jeff Davis contains about 11 acres, which would yield only 2 lots with frontage and access on South Jeff Davis. The net result will be fewer vehicle trips per day than there would have been if this area were developed according to the original Woodlands Preliminary Plat, which would have allowed 4 lots in addition to the Tract F parcel, which also had a house.

- Regarding the frontage on Dixon Circle, the applicant is aware that all required road frontages must be satisfied before the parcel can be subdivided. This includes providing the required frontage on Dixon Circle, as specified in Sec. 110-67. – Street frontage for access. No subdivision of property can take place unless proper road frontage is available for all parcels that might be created here. This will require the construction of a road meeting County standards, and the dedication of a full-width right-of-way for said road.

This southern portion of the property is approximately 20 acres, which will allow at most 4 lots if additional road frontage is provided. The net result will be fewer vehicle trips per day than there would have been if this area were developed according to the original Woodlands Preliminary Plat, which would have allowed 13 lots in this area. Please refer to the Master Plan on page 14 of this report for an illustration of the area.

B. ADJACENT ZONING AND FUTURE LAND USE

Most parcels surrounding the subject property are zoned A-R; a few are R-40 and R-70. The Future Land Use Map for this property and all the surrounding properties is Rural Residential-2, 1 Unit/2 Acres. See the attached Zoning Map and Future Land Use Map.

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

C. DEPARTMENTAL COMMENTS

- ☐ **Water System** – No objections.
- ☐ **Public Works/Environmental Management**
 - **Access Management**
 - S. Jeff Davis Drive is a Minor Arterial, 40 and 50-foot from CL right of way. Traffic data shows ADT of 10,300 vehicles one mile (+/-) to the west and ADT 7,910 vehicles 2/3 of a mile (+/-) to the east of the site.
 - Dixon Circle (access to Tract B) in an Internal Local road with varying right of way widths (15ft, 30 ft. and 40 ft from centerline).
 - **Site Distance**
 - The speed limit on S. Jeff Davis Road is 45 MPH, requiring 500 ft. of sight distance. 1987 Rezoning prohibited direct (driveway) access to S. Jeff Davis Rd.
 - The speed limit on Dixon Circle is a 25 MPH, requiring 280 ft. of sight distance.
 - **Floodplain Management**
 - The property **DOES** contain additional floodplain delineated in the FC 2013 Future Conditions Flood Study. The property **DOES NOT** contain floodplain per FEMA FIRM panel 13113C0116E dated September 26, 2008.
 - Any improvements on the site must meet all regulations, including but not limited to MFFE (Minimum Finished Floor Elevations).
 - **Wetlands** - The property **DOES** contain wetlands per the U.S. Department of

the Interior, Fish and Wildlife Service 1994 National Wetland Inventory Map. The owner or developer will be responsible for submitting proper documentation during the development process as to the existence or non-existence of wetlands.

- **Watershed Protection** - There **ARE** state waters located on the subject property and the site **WILL BE** subject to the Fayette County Watershed Protection Ordinance upon subdivision.
 - **Groundwater** - The property **IS NOT** within a groundwater recharge area.
 - **Post Construction Stormwater Management** - This development **WILL BE** subject to the Post-Development Stormwater Management Ordinance if rezoned and developed with more than 5,000 square feet of impervious surfaces for a major subdivision.
- ☐ **Fire** – No comments.
 - ☐ **Environmental Health** - This office has no objection to the proposed rezoning.
 - ☐ **GDOT** – Not applicable, not on State Route.

ZONING DISTRICT STANDARDS

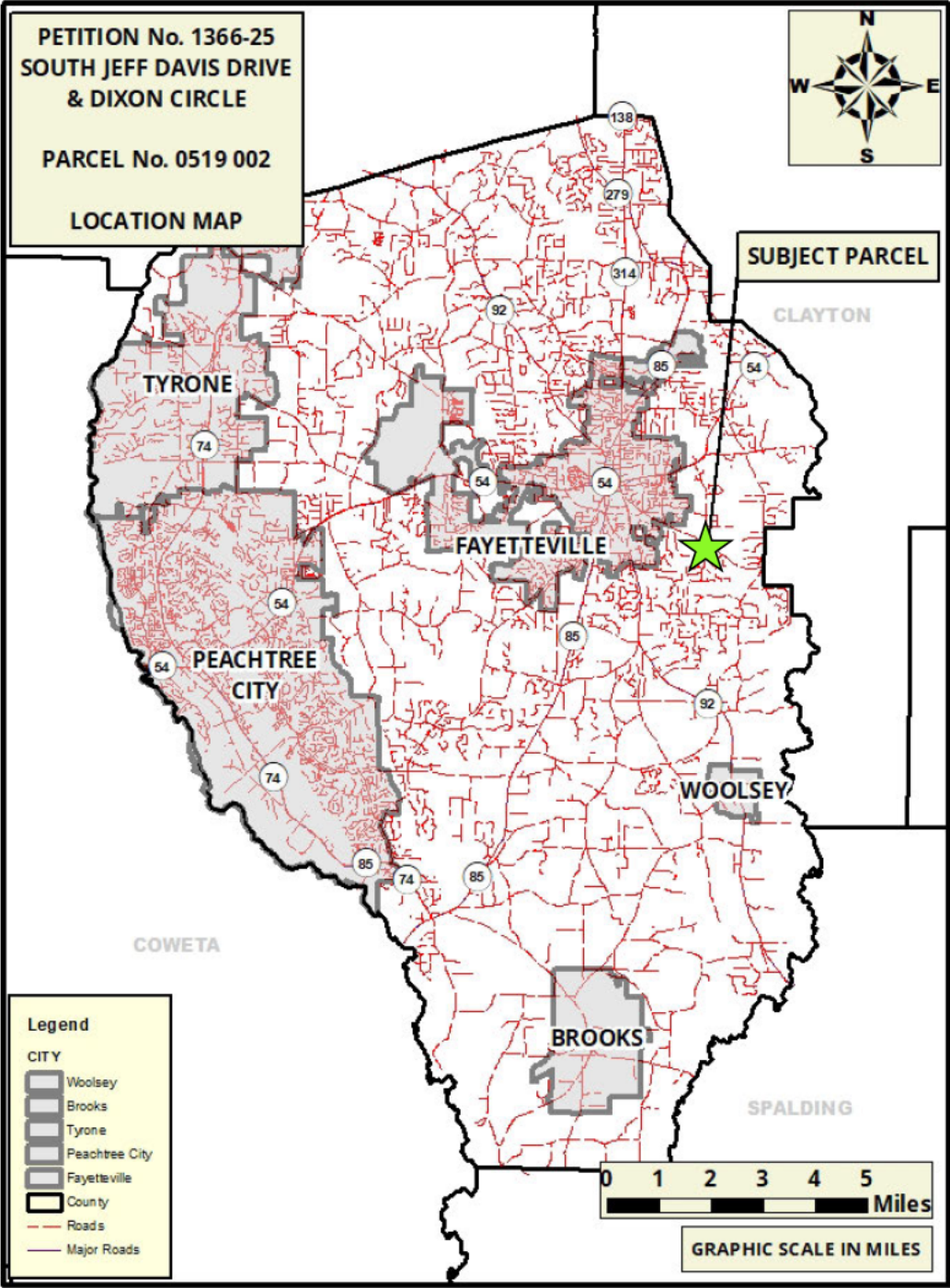
Sec. 110-125. A-R, Agricultural-Residential District.

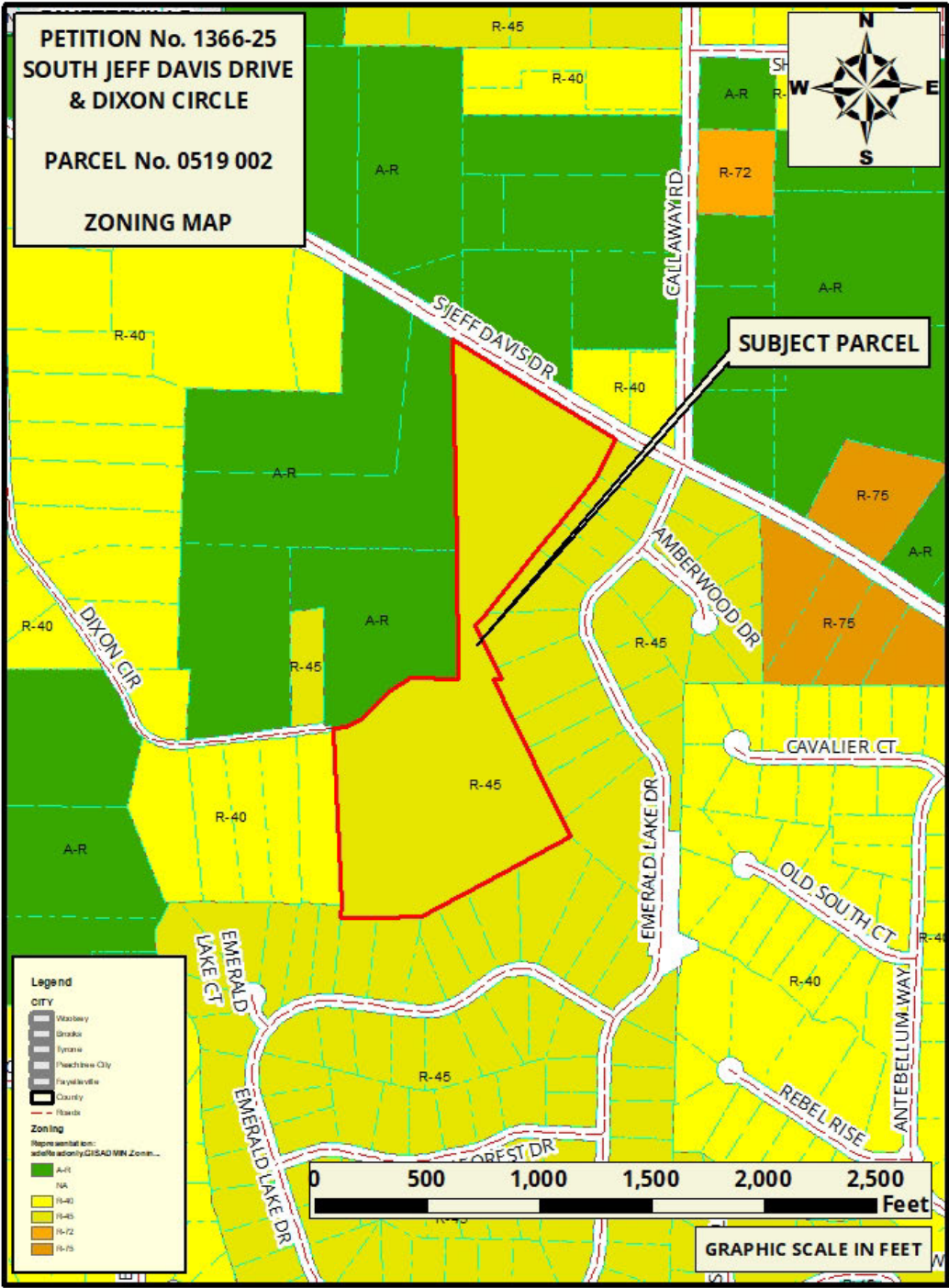
- (a) *Description of district.* This district is composed of certain lands and structures having a very low density single-family residential and agricultural character and designed to protect against the depreciating effects of small lot, residential development and those uses which are incompatible with such a residential and agricultural environment.
- (b) *Permitted uses.* The following permitted uses shall be allowed in the A-R zoning district:
- (1) Single-family dwelling;
 - (2) Residential accessory structures and uses (see article III of this chapter);
 - (3) Growing of crops and the on-premises sale of produce and agricultural products, provided 50 percent of the produce/products sold shall be grown on-premises;
 - (4) Plant nurseries and greenhouses (no sales of related garden supplies);
 - (5) Raising of livestock; aquaculture, including pay fishing; apiary (all beehives shall comply with the required setbacks); and the sale thereof; and
 - (6) One semi-trailer/box truck utilized as a farm outbuilding, provided the property is a minimum of five acres and the semi-trailer/box truck is only used to store agricultural items.
- (c) *Conditional uses.* The following conditional uses shall be allowed in the A-R zoning district provided that all conditions specified in article VII of this chapter. Conditional uses, nonconformances, transportation corridor overlay zone, and commercial development standards are met:
- (1) Aircraft landing area;
 - (2) Animal hospital, kennel or veterinary clinic;
 - (3) A-R bed and breakfast inn;
 - (4) A-R wedding/event facility;
 - (5) Cemetery;
 - (6) Church and/or other place of worship;
 - (7) Colleges and university, including, but not limited to: classrooms, administration, housing, athletic fields, gymnasium, and/or stadium;
 - (8) Commercial driving range and related accessories;
 - (9) Child care facility;
 - (10) Deer processing facility.
 - (11) Developed residential recreational/amenity areas;
 - (12) Farm outbuildings, including horse stables, auxiliary structures, and greenhouses (permanent or temporary);
 - (13) Golf course (minimum 18-hole regulation) and related accessories;

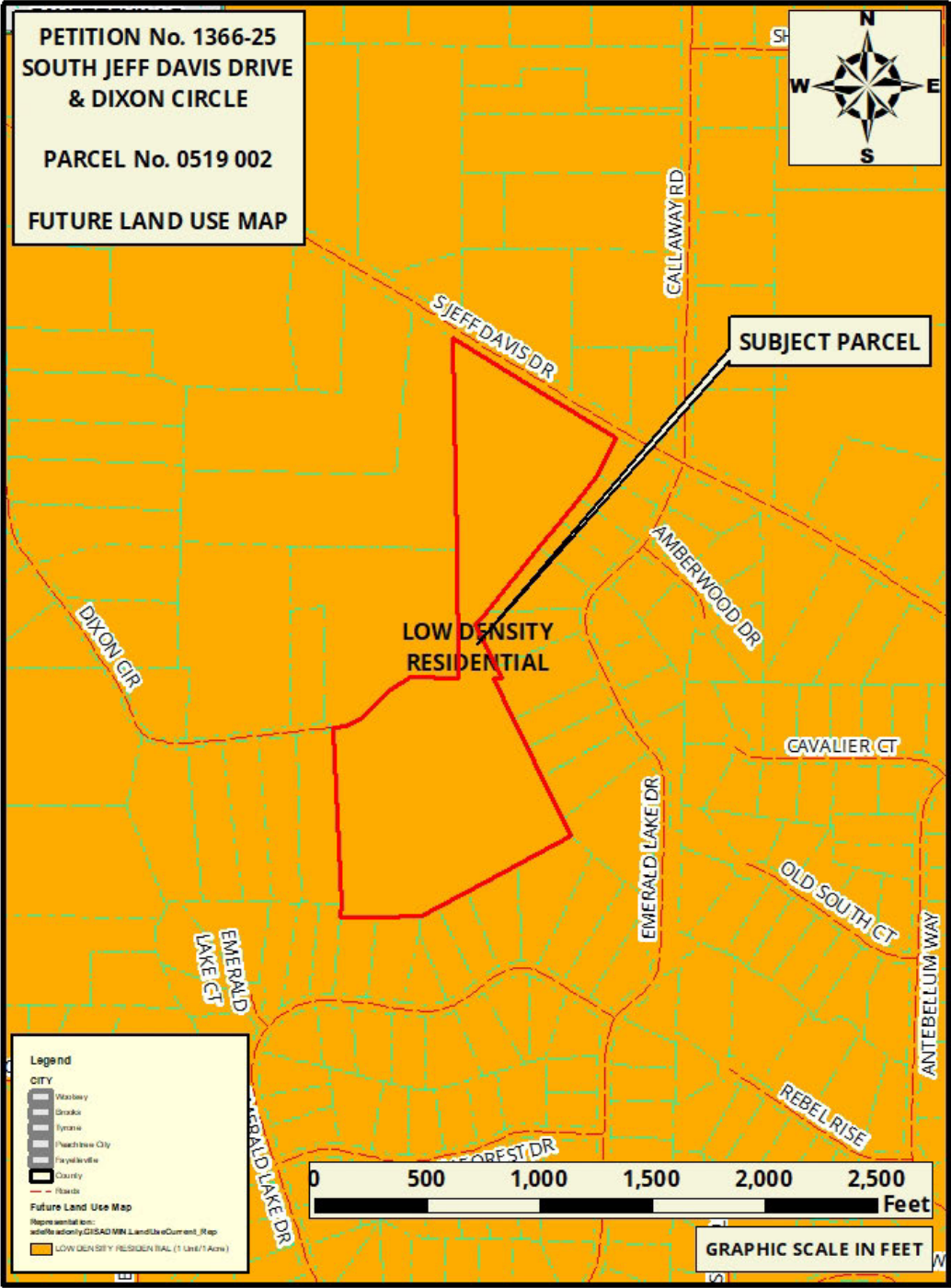
- (14) Home occupation;
 - (15) Horse show, rodeo, carnival, and/or community fair;
 - (16) Hospital;
 - (17) Kennel (see animal hospital, kennel, and/or veterinary clinic);
 - (18) Private school, including, but not limited to: classrooms, administration, playground, housing, athletic fields, gymnasium, and stadium;
 - (19) Processing, packaging, or handling of perishable agricultural products (i.e. fruits and vegetables) which are grown on premises;
 - (20) Recreation centers and similar institutions owned by nonprofit organizations as so registered with the state secretary of state office;
 - (21) Religious tent meeting; and
 - (22) Shooting range, outdoor.
- (d) *Dimensional requirements.* The minimum dimensional requirements in the A-R zoning district shall be as follows:
- (1) Lot area: 217,800 square feet (five acres).
 - (2) Lot width: 250 feet.
 - (3) Floor area: 1,200 square feet.
 - (4) Front yard setback:
 - a. Major thoroughfare:
 - 1. Arterial: 100 feet.
 - 2. Collector: 100 feet.
 - b. Minor thoroughfare: 75 feet.
 - (5) Rear yard setback: 75 feet.
 - (6) Side yard setback: 50 feet.
 - (7) Building height.
 - a. 35 feet as defined in article III of this chapter.
 - b. The limitation on height shall not apply to agricultural structures such as storage barns, silos, or other types of structure not normally designed for human occupation except that when an agricultural structure exceeds the maximum building height the minimum distance from property lines to any building shall be increased one foot for every two feet or part thereof of building height over 35 feet.
- (e) *Special regulations.* Prior to the issuance of development and/or building permits, a site plan, as applicable, shall be submitted to the zoning administrator and approved by the appropriate county officials. This requirement shall apply to all permitted uses and conditional uses allowed in the AR zoning district except single-family dwellings; residential

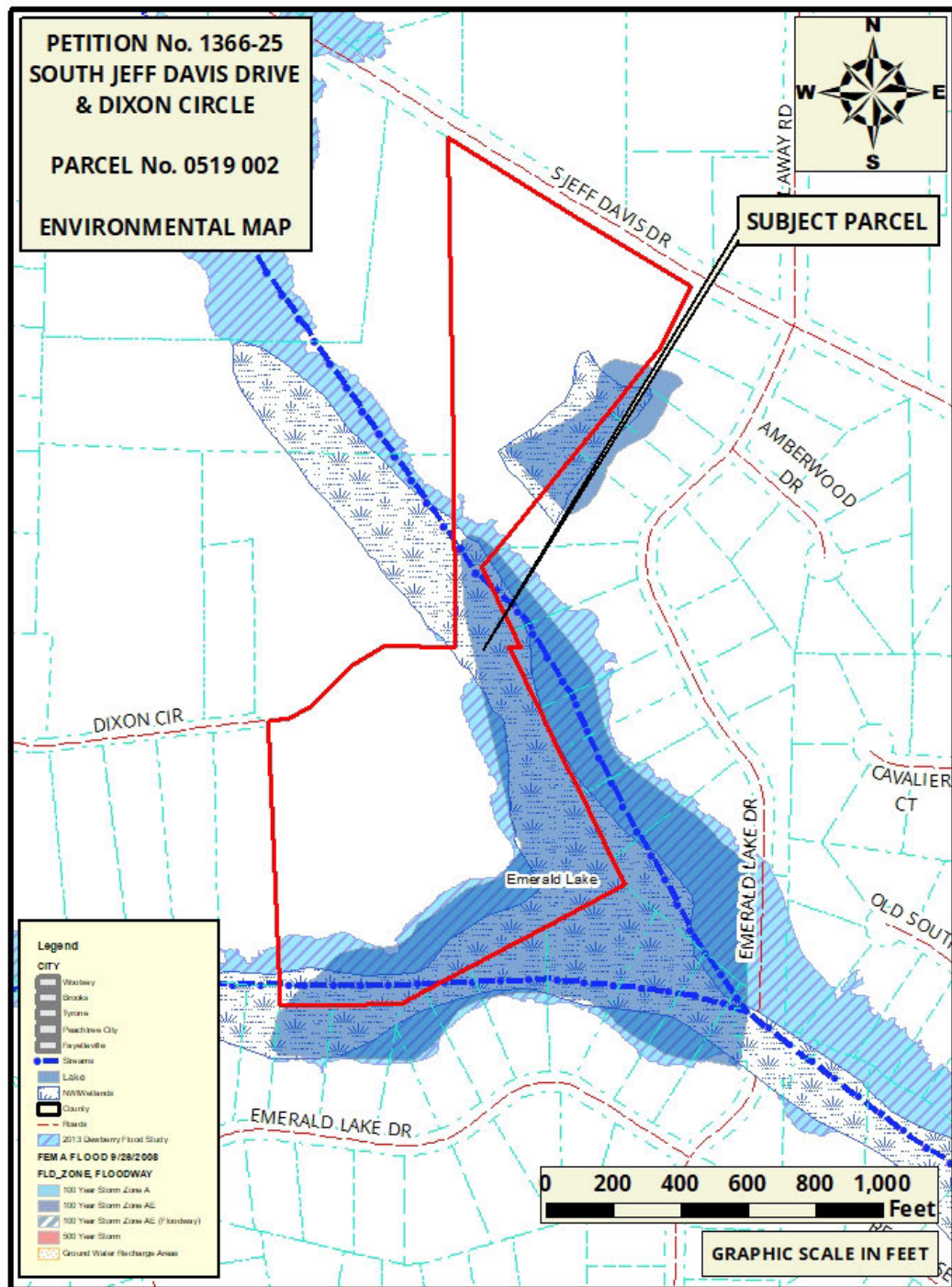
accessory structures; growing crops and the on-premises sale of produce at agricultural stands of 100 square feet or less of floor area; growing and seasonal sale of Christmas trees; plant nursery, landscape tree farm, or greenhouse operations existing prior to the effective date of June 26, 2003; and the raising and/or selling of livestock.

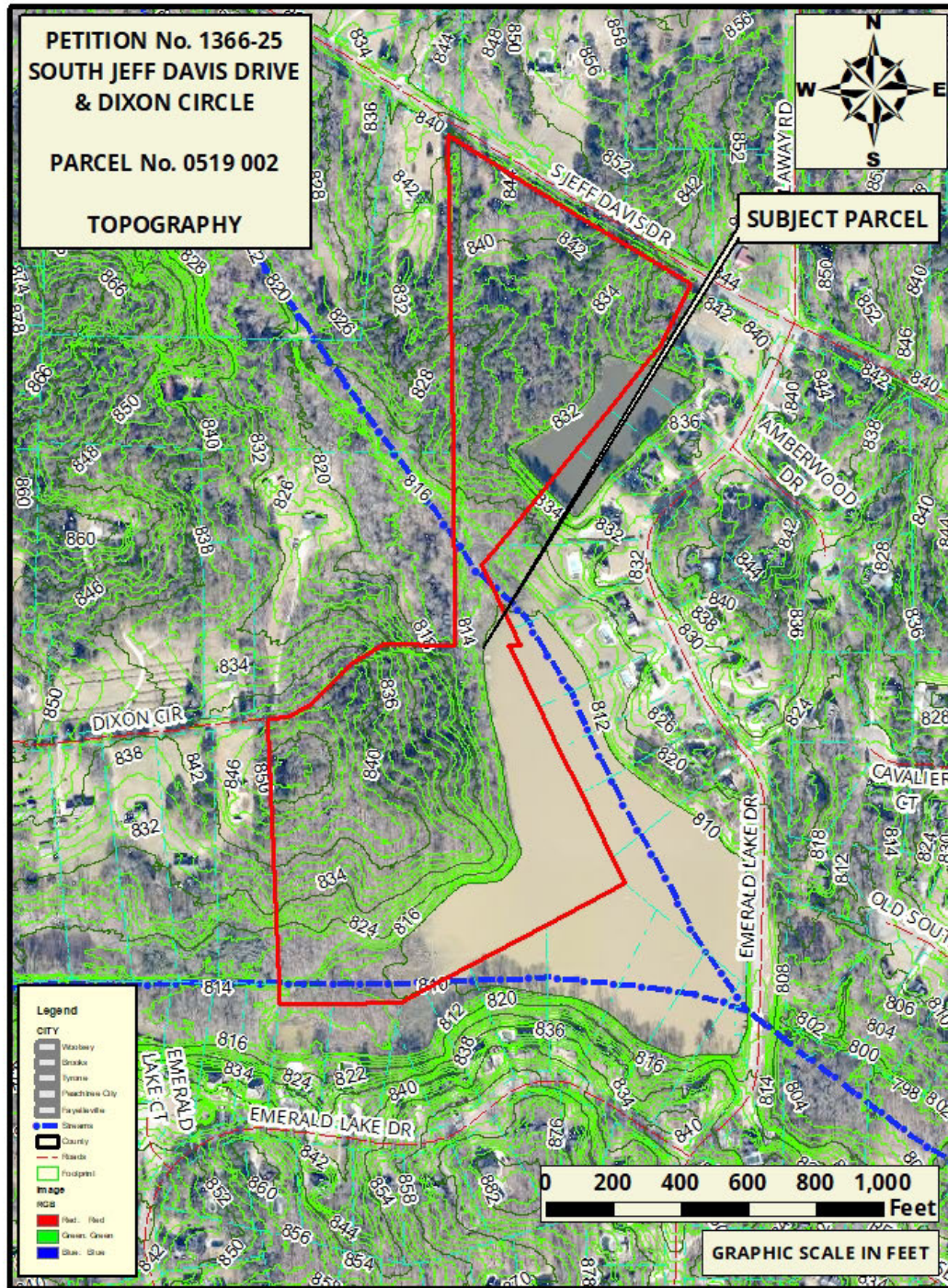
(Code 1992, § 20-6-1; Ord. of 7-28-2011; Ord. No. 2012-09, § 4, 5-24-2012; Ord. No. 2012-13, § 4, 12-13-2012; Ord. No. 2012-14, § 3, 12-13-2012; Ord. No. 2014-19, § 6,7, 12-11-2014; Ord. No. 2015-05, § 2, 3-26-2015; Ord. No. 2016-12, § 3, 7-28-2016; Ord. No. 2017-04, § 2, 3-23-2017; Ord. No. 2018-03,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

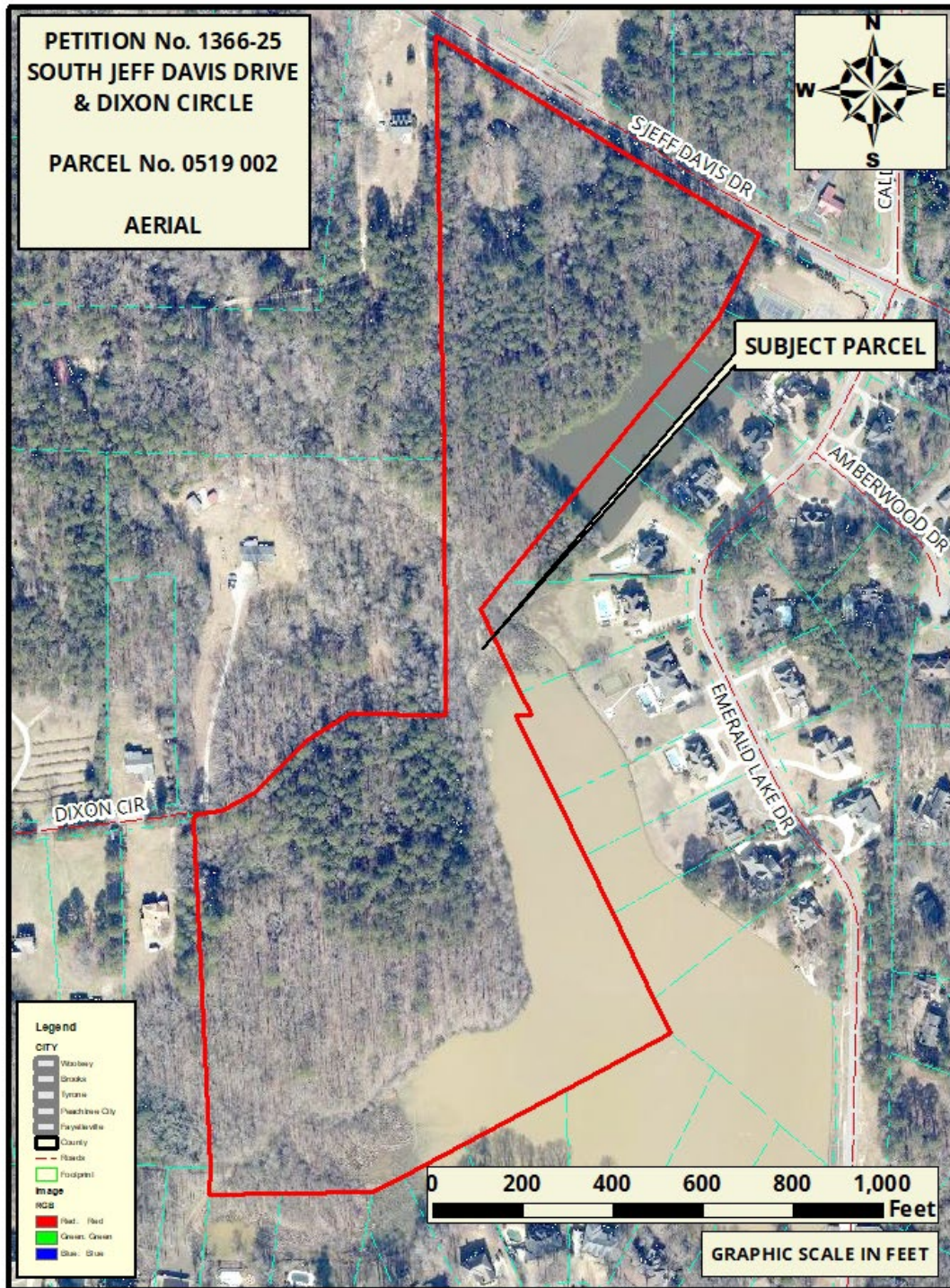












BOARD MEMBERS

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

STAFF

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

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

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

NEW BUSINESS

1. Call to Order. *Chairman John Kruzan called the August 7, 2025, meeting to order at 7:00 pm.*
2. Pledge of Allegiance. *Chairman John Kruzan offered the invocation and led the audience in the Pledge of Allegiance. County Attorney E. Allison Ivey Cox was absent.*
3. Approval of Agenda. *Danny England made a motion to approve the agenda. John Culbreth, Sr., seconded the motion. The motion carried 5-0.*
4. Consideration of the Minutes of the meeting held on July 17, 2025. *Danny England made a motion to approve the minutes of the meeting held on July 17, 2025. John Culbreth, Sr., seconded the motion. The motion carried 5-0.*
5. Plats
 - a. Minor Final Plat for Morris Estates. *John Culbreth, Sr., made a motion to approve the Minor Final Plat for Morris Estates. Danny England seconded the motion. The motion passed 5-0.*

PUBLIC HEARING

6. Consideration of Petition 1364-25-A, Applicant is requesting to rezone Parcel No. 1306 011 (45.412 acres) from R-40 (Single-Family Residential) to A-R (Agricultural-Residential). Property is located in Land Lot 219 of the 13th District and fronts Highway 314. *John Culbreth, Sr., made the motion to DENY Petition 1364-25-A. Danny England seconded the motion. The motion passed 5-0.*

7. Consideration of Petition 1364-25-B, to rezone Parcel No. 1306 117, proposes to rezone 4.738 acres from R-40 (Single-Family Residential) to A-R Agricultural-Residential (Single-Family). Property is located in Land lot 219 of the 13th District and fronts Highway 314. ***John Culbreth, Sr., made the motion to DENY Petition 1364-25-B. Danny England seconded the motion. The motion passed 5-0.***
8. Consideration of Petition 1365-25, Applicant proposes to rezone 53.81 acres from R-70 (Single-Family Residential) to A-R Agricultural-Residential (Single-Family). Property is located in Land Lots 80 & 81 of the 7th District and fronts Coastline Road. ***Danny England made the motion to recommend APPROVAL of Petition 1365-25. Jim Oliver seconded the motion. The motion carried 3-1-1. John Culbreth, Sr., opposed, and Boris Thomas abstained from voting.***
9. Consideration of Petition 1366-25, Applicant is requesting to rezone 31.144 acres from R-45 (Single-Family Residential) to A-R Agricultural-Residential (Single-Family). Property is located in Land Lots 73 and 88 of the 5th District and fronts South Jeff Davis Drive and Dixon Circle. ***Jim Oliver made the motion to recommend APPROVAL of Petition 1366-25. Danny England seconded the motion. The motion carried 3-2. John Culbreth Sr. and Boris Thomas opposed.***

John Culbreth Sr. moved to adjourn the August 7, 2025, Planning Commission meeting. Jim Oliver seconded. The motion passed 5-0.

The meeting adjourned at 9:25 pm

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

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

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

NEW BUSINESS

1. Call to Order. *Chairman John Kruzan called the August 7, 2025, meeting to order at 7:00 pm.*
2. Pledge of Allegiance. *Chairman John Kruzan offered the invocation and led the audience in the Pledge of Allegiance. County Attorney E. Allison Ivey Cox was absent.*
3. Approval of Agenda. *Danny England made a motion to approve the agenda. John Culbreth, Sr., seconded the motion. The motion carried 5-0.*
4. Consideration of the Minutes of the meeting held on July 7, 2025. *Danny England made a motion to approve the minutes of the meeting held on July 17, 2025. John Culbreth, Sr., seconded the motion. The motion carried 5-0.*
5. Plats

Ms. Debbie Bell confirmed the plat was reviewed and approved by staff, stating that the minor final plat creates additional lots but does not create new roads.

- a. Minor Final Plat for Morris Estates. *John Culbreth, Sr., made a motion to approve the Minor Final Plat for Morris Estates. Danny England seconded the motion. The motion passed 5-0.*

PUBLIC HEARING

6. **Consideration of Petition 1364-25-A**, Applicant is requesting to rezone Parcel No. 1306 011 (45.412 acres) from R-40 (Single-Family Residential) to A-R (Agricultural-Residential). Property is located in Land Lot 219 of the 13th District and fronts Highway 314.

Ms. Debbie Bell stated the applicant is proposing to rezone the parcels above totaling 50.15 acres for the purposes of use as a single-family residence and for operating an A-R Wedding/Event Venue. She explained the staff recommendation for 1364-25-A (Parcel 1306-011), the future land use plan, is designated for Low Density Residential, and A-R zoning will be suitable. Parcel 1306-117 (smaller lot) does not meet the minimum lot size for A-R zoning, so a condition is recommended to combine it with a larger parcel. Based on the investigation and staff analysis, Planning & Zoning Staff recommends conditional approval. She showed the maps and added that any entrances and driveways will be reviewed and approved by GDOT. Before the Board voted on each petition separately, Ms. Bell read the staff recommendation conditions individually if the petitions were approved:

1364-25-A:

1. All parcels that are the subject of this petition shall be combined by a recorded final plat within 180 days of the approval of the petition or prior to the submittal of a site development plan, whichever comes first.

1364-25-B:

1. All parcels that are the subject of this petition shall be combined by a recorded final plat within 180 days of the approval of the petition or prior to the submittal of a site development plan, whichever comes first.

Ms. Bell informed the public that they were going to hold two separate public hearings, being “A” the first one and “B” the second one, with opportunities to speak on either one and to remember to sign the sheet at the podium.

Chairman John Kruzan thanked Ms. Bell for the presentation and asked if the petitioner was present.

Mr. Xavier Hill, owner of the property, stated he purchased the property two years ago. He is a builder who was planning to build houses on the lot, but didn’t feel that it would help the community. He stated he would like to do small gatherings by reservation only, a licensed fishing wellness workshop, and book readings. He commented that the lake requires some updates and might cost him three hundred and fifty grants on repairs, and he started repairing the dam. He will also, in the future, like to develop the property. He mentioned this project will be a better option instead of a housing development.

Ms. Lucille Hill, the mother of the applicant, spoke in support of the petition, stating that there will be only small gatherings, nothing after ten thirty and nothing over seventy-five people, probably once a month.

Mr. Richard Winfrey, developer mentioned that the initial plan to build a subdivision is not compatible with the current economy and the area. He stated the location of the venue is going to be away from the street, the surrender sides of the property have good buffers.

In Opposition:

Mr. Larry Mapp stated his concern is the egress will be on Highway 314 and he opposed that it would create additional traffic and the definition of county's definition of A-R.

Ms. Gail Raby lived in the area for 31 years, moving from DeKalb County to a safe, quiet place. She stated this change can lead to establishment event venues with frequent parties, noise, safety concerns, and open floodgates for other properties to file suit, transforming a quiet residential area into a mixed commercial zone, where the values will go down and crime rates will go up. Ms. Gaby mentioned Mr. Hill sees this property as an investment, not as a residence, and asked the board for denial of the petition.

Ms. Heidi Anderson stated that respectfully urges to deny the request, which will introduce significant harm to a peaceful family environment, allowing commercial parties will change the nature of the neighborhood. She talked about public safety, traffic, loss of property values, and erosion of community character. Ms. Heidi stated if rezoned will erode the quiet, stable neighborhood and replace it with commercial activities that belong in appropriate zone areas.

Mr. Carlton Morse has been a resident for 30 years at Dix Lee On Subdivision mentioned that the people who are present tonight have been disturbed by noise on this property and will be affected by the special uses of A-R zoning. Mr. Morse stated that when there is a commercial motive, plans can change, and he brought a petition with signatures of members for the board. Ms. Debra Sims received the petition and handed it to the board.

Chairman John Kruzan asked the audience to have respect for people who are speaking and not to applaud to help us move the process moving.

Ms. Marcelle English from the Newton Plantation, improving the community is great, the house was bought as residential, the parcel should be sold and purchased elsewhere to do this type of business. Highway 314 is not a good location for an event center.

Mr. Isaac Logan, resident of the subdivision of Country Lakes, stated they don't need additional traffic, having delivering trucks going into people's yards, and adding the Liberty North subdivision will make an increase in that area.

Mr. Lawrence Patterson from the Newton Plantation subdivision stated that he doesn't personally know Mr. Hill, but he stated that he initially wanted to build homes, but those plans changed because of the economy, which would have had minimum traffic. Time ran off for petition "A", Ms. Bell and Chairman Kruzan informed Mr. Patterson, but Mr. Hill declined to speak and asked the board for Mr. Patterson to continue, and he will be next for petition "B". Mr. Patterson stated was a security before becoming a police officer and as Ms. Lucille Hill mentioned previously ten thirty was not going to be enough to stop the parties, he asked Mr. Hill if security would be security required for each gathering for extended hours? Security guards or police officers? mentioned they don't care, he was one before, they just want to get paid. He added his opposition to the petitions.

Mr. Harold Powell lives in Acorn Ridge, stating that growing up in a low income area he did everything he could to change the trajectory of his life, he worked very hard to make sure his family could feel protected and safe. Mr. Powell stated the zoning stays with the property, not the owner, and once he sells, who knows what's coming next? A recent party got out of control in Country Lake, due to lack of control the resources of Fayette County were stretched beyond capacity, trying to contain traffic, blocking residences. There is nothing you can do to stop them.

Ms. Denise Morse has been in Fayette County for thirty years, a side neighbor from the property, and has watched Fayette County continue to keep Marta and public transportation out, which is great to control who comes and goes, concerned about the large parties and noise.

Mr. Walter Metzger mentioned that he has no problem with a subdivision across from him, but anything classified as commercial would change the value of his property and the way he lives at his home.

Ms. Leslie Head lives in Lafayette Estates, mentioned Mr. Hill wanted to cut a road in the middle of the neighborhood about four months ago (RDP-017-24), he spoke about the infrastructure projects, water, sewage, power, and put a drainage 20 inch line to drain the lake and do other things to it. If he is allowed to do this, it will be major consequences.

Chairman John Kruzan asked if there was anyone else in opposition. With no response, he asked Mr. Hill to come back for rebuttal.

Mr. Hill that he wanted to address the last person's comment by stating that before purchasing the property in Lafayette Drive, and was told by the county in order to develop the backside of the lake he need it access on the other side of the dam to develop thirty acres in accordance with he county guidelines. Mr. Hill responded there

are a lot of assumptions and it's not his intention to put up a commercial building; he wants his neighbors to beautify the community, not to take away from the community. He presented a slide show of the property and what he had invested in. Ms. Bell presented it to the audience in general.

Chairman Kruzan brought the item back to the board for questions/comments.

John Culbreth, Sr., mentioned he understands as the owner of this property, he has good intentions and once a major rezoning takes place with other uses that can be placed on the property, that will open the door that will be contrary to the community. Looking at some news in the Metro Atlanta area, within five years will be needed for housing, Mr. Culbreth adds that what is the greatest good for the community.

Mr. Boris Thomas mentioned would ignore everyone's comments, and will use what mistaken by Mr. Hill appointed that it will be modest gatherings, what modest? It will be private tastings, tastings of what? and what are the hours and limitations? Prohibit activities that were not mentioned, noted, didn't you say any control hours, stated something loosely, but that's not in writing, nor can it be controlled by Fayette County or the Board once it's zoned. By hiring traffic monitors if needed, who determines the need? Mr. Thomas added that he did not hear anything following any type of noise ordinance, parking limitations, or changes from the different uses this zoning allows.

Mr. Hill responded that most of Mr. Thomas' questions are addressed by the ordinances, and regarding the egress to the property, there are three entry and exit points.

Mr. Thomas asked if the Fayette County Sheriff has to use resources to enforce the complaints and noise monitored, or do you have any type of enforcement of it?

Mr. Hill responded that he will be the one enforcing it and mentioned this property has a joint easement and he will be fixing it and the state mandates for repairs.

Mr. Jim Oliver mentioned he understands EPD is classifying the dam as a Class one, the part of the property developing for the venue. How are you going to access the back side of the neighbors to access that part?

Mr. Hill stated he would do anything with that side of the property; everything will be on the Highway 314 side.

Mr. Danny England asked what is the layout of that house inside?

Mr. Hill responded with three bedrooms, two and a half baths, and a six-hundred-square-foot cover patio.

Mr. England mentioned it will be limited to an event center, either it will be added to it or renovated, or something else to accommodate.

Mr. Hill responded that it will not be used for that; he is just trying to use the property as it is currently. He is trying to keep it simple.

Mr. England added that mentioned by a couple of citizens commented previously that this will be a commercial use, even if it is a residential area and establishing a residential character and people committing to a property by purchasing it, and what they see is what they get. Conceptually, the community is not buying that.

Chairman Kruzan gave the petitioner the opportunity to withdraw the petitions before voting.

Mr. Hill decided to continue for the separate votes.

John Culbreth, Sr., made the motion to DENY Petition 1364-25-A. Danny England seconded the motion. The motion passed 5-0.

7. Consideration of Petition 1364-25-B, to rezone Parcel No. 1306 117, proposes to rezone 4.738 acres from R-40 (Single-Family Residential) to A-R Agricultural-Residential (Single-Family). Property is located in Land lot 219 of the 13th District and fronts Highway 314.

Since there were two separate petitions and the hearing for each one of those was read and all comments were heard, the Planning Commission Board voted as follows:

John Culbreth, Sr., made the motion to DENY Petition 1364-25-B. Danny England seconded the motion. The motion passed 5-0.

8. Consideration of Petition 1365-25, Applicant proposes to rezone 53.81 acres from R-70 (Single-Family Residential) to A-R Agricultural-Residential (Single-Family). Property is located in Land Lots 80 & 81 of the 7th District and fronts Coastline Road.

Ms. Debbie Bell explained the petition above and stated the applicant's intentions are to use the uses of the A-R zoning district and, in the long-range plan, apply for a PUD-PRL zoning for developing a retreat and training center for veterans and their service dogs. Staff recommendation approval of the request for A-R zoning (Agricultural-Residential), as defined by the Fayette County Land Use Future Comprehensive Plan, shows one unit per two acres for this area. The property contains environmentally sensitive areas and floodplain and will not be developed. It's surrounded by properties R-70, R-45, and a portion of this property was annexed from the Town of Tyrone. Ms. Bell showed the maps and stated in staff's opinion that the zoning proposal is not likely to have an adverse impact on nearby residential uses.

Chairman John Kruzan asked if the petitioner was present.

Ms. Piper Hill stated she is the owner of the property and bought it six or seven years ago, and an area large enough to create a respite area for veterans and to train dogs without disturbing people around them, she mentioned her intentions are to turn it into a PUD later, she mentioned doesn't want to make a large impact on the area and will be one building built for training and had the intent of doubling the walls for noise contained, will do a background check done called PCLM to everyone that comes to the program to see how are they doing know, because there are some veterans that she cannot help. Ms. Hill stated that when she got injured, she couldn't read, write or tie her shoes, she had a traumatic brain injury and when she asked the VA for help and claim she could obtain the help needed. She is alive because of her dog and throughout the eighteen years she is been running the program through healing for heroes, she knows that nature is very important for both veterans and people and the community and stated want to keep the natural habitat there, will try to keep whatever parking will be within that one acre along with the building. Ms. Hill stated they are the number one veteran nonprofit in the state of Georgia, providing services for brain health, service dogs, nutrition for both, and are the third nonprofit in the United States. She mentioned training 125 service dogs a year for veterans and it's going down significantly this year around 80 service dogs for veterans. They also train service dogs for civilian adults and for children. Since 2008, They have trained 425 service dogs for civilians in this community and 139 service dogs for children with disabilities.

Chairman Kruzan asked the audience if anyone was in support of the petition.

Mr. Charles Bennett came in for another hearing but said she is doing what best veterans.

Chairman Kruzan asked if anyone else was in support of the petition or opposition. With no response the chairman brought the item back to the board for questions/comments.

Mr. John Culbreth, Sr., asked the petitioner how long have you own this property?

Ms. Hill six or seven years.

Mr. Culbreth asked do you recalled submitting this petition to the planning commission and if it was withdrawn or did you own it at that time?

Ms. Hill responded it was originally going to be a neighborhood, but not by her, whoever owned it before her.

Ms. Bell commented she didn't remember the developer's name but that plan went away when the housing market crashed.

Mr. Culbreth stated that when Pete presented to the Ellen Ridge community association, which he is the president of, was withdrawn and the community was very vocal and what the impact would be on the adjacent neighborhoods.

Ms. Hill responded she did not submit anything to the county or to Pete.

Mr. Culbreth added it was discussed and was a meeting with Pete and a facility, and issues came out about the dogs' sounds, barking.

Ms. Hill responded honestly Sir, you have more to worry about those [wild] boars outside than my dogs. You haven't heard my dog at all, sitting here right under the chair.

Mr. Culbreth stated, just wanted to put into the records what the concerns were in the community for Ellen's Ridge and the Homeowners Association.

Mr. Boris Thomas asked, "Are you planning on housing any veterans and for how long"?

Ms. Hill responded that their classes are being discussed for a longer period, for her to train the trainer program from Sunday to Friday.

Mr. Thomas asked how many veterans there will be at one time.?

Mr. Hill responded they will have no house there but if they do it will be six, maybe ten at the most, they will stay in area hotels.

Mr. Thomas asked, "Would you allow weapons in the property"?

Ms. Hill responded, "We have the second amendment. I'm not going to ask them to bring their weapons, but I don't know how to answer that, but I carry my weapon almost everywhere I go.".

Mr. Thomas asked would you have any security for any unstable veterans incase venturing the surrender neighborhoods?

Mr. Hill responded she has been doing it this since 2008 and explained on one occasion she had to bring undercover police into the class for a veteran she was concern about and will have a new head trainer and he is a police officer.

Mr. Jim Oliver asked Ms. Bell in order to develop things they will have to come back to staff?

Ms. Bell responded that a PUD is a very specific rezoning they will come for two public hearings and will require specific rezoning and have to follow that development

very closely.

Ms. Hill added they do background checks for everyone enroll in their program and also they fill out a PCAL form that the VA and the psychiatrists use to check people's mental health and she stated had turned down some people for lying, and will not accept people on the sex offender list or killers, she will refer them to someone else that might can help them.

Mr. Culbreth asked what size facility the applicant is proposing?

Ms. Hill responded this might change because of money, but something around 50x50 training center, she states right now she is training in churches and American Legion building. She would like something bigger, around 22,000 square feet. Two story building to use the second story as storage.

Mr. Culbreth asked what is the timetable for development?

Ms. Hill responded she hadn't started with the architectural project just yet but the plan start building in a year and a half.

Mr. Culbreth asked staff if did we put up signs about this request.?

Ms. Bell responded yes.

Mr. Danny England asked the petitioner somewhere between 80 to 125 dogs a year, how many will you have in site at any giving time?

Ms. Hill responded to no more than 20.

Mr. England asked if any structure will have a kennel for 20 dogs and also a few spaces for housing, and if this will be a kind of mix use building.

Ms. Hill responded correct.

Mr. England commented he is an architect and the sound will be the most concerning part in this building and just make sure to think about the surrounding communities.

Mr. Culbreth asked where are you planning to ingress and egress to the property?

Ms. Hill responded will be probably on Coastline Road.

Ms. Bell added it will have to be on Coastline, it only has frontage on that road, and it is restricted to Coastline Road. When someone starts developing a property they will work with the engineering department to located the driveway or in an appropriate spot that has good sight distance in all directions.

Chairman Kruzan asked for any more questions from the board or to make a motion.

Danny England made the motion to recommend APPROVAL of Petition 1365-25. Jim Oliver seconded the motion. The motion carried 3-1-1. John Culbreth, Sr., opposed, and Boris Thomas abstained from voting.

9. Consideration of Petition 1366-25, Applicant is requesting to rezone 31.144 acres from R-45 (Single-Family Residential) to A-R Agricultural-Residential (Single-Family). Property is located in Land Lots 73 and 88 of the 5th District and fronts South Jeff Davis Drive and Dixon Circle.

Ms. Bell stated the lot is a legal record that meets or exceeds A-R zoning requirements. The Future Land Use Map designates it as Low-Density Residential, with a 1-acre minimum parcel size. A-R has a 5-acre minimum parcel size, making it less intensive zoning than R-45. Staff recommends conditional approval for rezone from R-45 to A-R as follows:

1. The existing house on the parcel does not meet the building setback requirements for A-R and shall be demolished within 180 days of approval of the rezoning or prior to application for any future rezonings or minor final plats, whichever comes first.
2. The owner/developer shall dedicate land to Fayette County as needed to provide a minimum 50-ft of right of way as measured from the existing centerline of South Jeff Davis Road for the full width of the parcel. This dedication shall be completed within 180 days of approval, or prior to the submittal of a final plat, whichever comes first.
3. No new parcels may be created unless and until a paved road, constructed to County Standards and with a 60' dedicated right-of-way, is constructed at the present end of Dixon Circle as shown on the survey provided with the application.

Staff have discussed these conditions with the applicant's agent, and they accept these conditions.

Ms. Bell also stated they were previous conditions associated with the property when they were part of the woodlands, the number of curb cuts that could be developed on this property. If it is zoned A-R, due to the shape of the property no more than 2 lots can be developed with frontage on South Jeff Davis. At the narrowest portion of the lot, about halfway between the north and south edges, the property is only 60' wide; a new parcel must have 100' of width all the way to the buildable portion of the lot. Therefore, no new 'flag lot' leading to the south portion of the property could be created here since it is less than 100'. Ms. Bell showed the maps and stated the house on the lot will not meet the A-R standards and will have to be demolished.

Chairman Kruzan asked if the petitioner was present.

Ms. Christine Flanigan spoke on behalf of the owner, the two major reason to change it to A-R is to create the driveway off Dixon Road we have to get some land from Mr. McCue maybe a half an acre and we are going to quitclaim him about 2 acres from the 19 acres parcel in order to keep his conservation status and his A-R zoning. And another reason for the rezoning is to protect the other landowners by keeping it at 5 acres parcels if the land is developed.

Chairman Kruzan asked if anyone was in support of the petition- NO one responded, then he asked for anyone in opposition.

Mr. Travis Bouwmeester started speaking with James McCue, and he hasn't agreed to anything yet, and they are trying to give him a piece of land swap that will be of no use for him. Mr. Travis added that Dixon circle is too narrow, you can't have two cars at one time. The increased flow of traffic will increase and not everyone has the best interest of the residents in mind.

Mrs. Emily Bennett stated they have been there 34 years, stating it is a narrow street, and there is a Methodist Pastor buried there, and they don't know how they will deal with this. She expressed her concerns about whether a developer will be brought to build a road on Dixon circle. They might need more property for construction, she stated she does not want to move due to this.

Mrs. Charles Bennett explained they moved from Lafayette sometime in 1991 and that in 1996 that Jerry's father refused to sell him 70 feet. Jack Dixon twin of Jack Dixon lived where the McCue's live now and said the swap was not going to be of any value. Mr. Bennett explained he had to cut trees encroaching into his property, he also commented he would like to see that property bought by the state and kept it as game preserve for the wildlife animals in specially the deer's and not an area for hunting.

Ms. Flanigan stated she understands the neighbors' concerns, but they are not going to make the road larger they are just going to make the driveway.

Mr. Danny England asked staff if the existing part of the road in Dixon circle is not being altered.?

Ms. Bell responded No, if they need to subdivide, they will have to construct at the end of Dixon circle enough road to county standards, but they will not be required to change, pay or clear the rest of Dixon Circle.

Mr. England asked staff, does the existing part of Dixon circle meets county standards now?

Ms. Bell responded No.

Mr. England added that it will be a big approach, they will have 100 feet of brand

new county standard road at the end of a road that it has been like this for a long time and does not meet county standards?

Ms. Bell responded that's correct.

Mr. England responded, "Why we would do that when we haven't done it in other places that I can think of?"

Ms. Bell explained in order to subdivide property every lot has to have sufficient frontage on a county road or a private road on a road that will be 100' of frontage unless is a cul-de-sac in which case you can put 4 lots on a cul-de-sac with the minimum of 50' of frontage and the only way they will be able to subdivide any of this property will be to build enough road at the end with a cul-de-sac to meet that standard, they can't separate the northern part of the property triangular piece unless they build a cul-de-sac at Dixon circle. That is a county requirement. The county will not require a developer to improve the balance of the road to develop another portion of the road.

Mr. England responded by the land swap, "We might get 3-5 acre lots?"

Ms. Bell responded at most you will get 4 or 3 tracts once you build a road.

Mr. England asked if this hasn't been platted yet, why are conditioning a property assuming the cul-de-sac is required but we haven't done the plating it and know if it is?

Ms. Bell responded that a cul-de-sac will be necessary to subdivide this property because it is the only way to provide road frontage at the Dixon circle end.

Mr. England asked staff, Dixon Circle owners are more concerned about the traffic and road but maybe there will be maybe 2-3 houses?

Ms. Bell responded That's correct, we don't know the exact but the existing right-of-way at Dixon circle is about 30 feet, and it's not enough to create this parcel.

Mr. Boris Thomas added they are also concerned about the trees being cut down.

Ms. Bell stated this will not remove any of the trees anywhere else on Dixon Circle except on this property and they are aware of the cemetery that it is included on the plat and will not be impacted.

Jim Oliver made the motion to recommend CONDITIONAL APPROVAL of Petition 1366-25. Danny England seconded the motion. The motion carried 3-2. John Culbreth Sr. and Boris Thomas opposed.

PC Minutes
August 7, 2025

*John Culbreth Sr. moved to adjourn the August 7, 2025, Planning Commission meeting.
Jim Oliver seconded. The motion passed 5-0.*

The meeting adjourned at 9:25 pm

ATTEST:

**PLANNING COMMISSION
OF
FAYETTE COUNTY**

JOHN KRUZAN, CHAIRMAN

**DEBORAH BELL
DIRECTOR, PLANNING & ZONING**

PETITION No (s): 1366-25

STAFF USE ONLY

APPLICANT INFORMATION

Name Jerry M. Gable

Address 663 Clear Creek Valley Dr

City Ellijay

State GA Zip 30536

Email [REDACTED]

Phone 770-993-9392

PROPERTY OWNER INFORMATION

Name Jerry M. Gable

Address 663 Clear Creek Valley Dr.

City Ellijay

State GA Zip 30536

Email [REDACTED]

Phone 770-993-9392

AGENT(S) (if applicable)

Name Christine Flanigan

Address 907 McDonough Rd.

City Hampton

State GA Zip 30228

Email chrisflanigan@ansleyre.com

Phone 404-307-1654

Name _____

Address _____

City _____

State _____ Zip _____

Email _____

Phone _____

(THIS AREA TO BE COMPLETED BY STAFF)

[] Application Insufficient due to lack of:

Staff: _____ Date: _____

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

Staff: _____ Date: _____

DATE OF PLANNING COMMISSION HEARING: August 7, 2025

DATE OF COUNTY COMMISSIONERS HEARING: August 28, 2025

Received from Chris Flanigan a check in the amount of \$ \$450 for application filing fee, and \$ 40.00 for deposit on frame for public hearing sign(s).

Date Paid: June 10, 2025

Receipt Number: 024293 & 024294

PETITION No.: 1366-25 **Fees Due:** \$450.00 **Sign Deposit Due:** \$40.00
STAFF USE ONLY

PROPERTY INFORMATION (please provide information for each parcel)

Parcel # (Tax ID): 0519 0 0 2 Acreage: 20.85
 Land District(s): 5 Land Lot(s): 73 & 88
 Road Name/Frontage L.F.: S Jeff Davis/Dixon Rd Road Classification: Arterial/Local
 Existing Use: Vacant Land Proposed Use: Single Family Residential Home
 Structure(s): 1 Type: House Size in SF: 2826
 Existing Zoning: R-45 Conditional Proposed Zoning: A-R
 Existing Land Use: _____ Proposed Land Use: Agriculture-Residential
 Water Availability: _____ Distance to Water Line: _____ Distance to Hydrant: _____

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

PROPERTY INFORMATION (please provide information for each parcel)

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

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

PROPERTY INFORMATION (please provide information for each parcel)

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

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

Name(s) of All Property Owners of Record found on the latest recorded deed for the subject property:

Jerry M. Gable

(Please Print)

Property Tax Identification Number(s) of Subject Property: 0519 002

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

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

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

(II) Jerry M. Gable
 Signature of Property Owner 1
663 Clear creek Valley Dr, Ellijay, GA 30536

Address

Signature of Property Owner 2

Address

Signature of Property Owner 3

Address

Signature of Authorized Agent

Address

[Signature]
 Signature of Notary Public

Date

Signature of Notary Public

Date

Signature of Notary Public

Date

Signature of Notary Public

Date



PETITION No.: 1366-25

OWNER'S AFFIDAVIT

(Please complete an affidavit for each parcel being rezoned)

NAME: Jerry M. Gable

ADDRESS: 663 Clear Creek Valley Dr., Ellijay, GA 30536

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

Jerry M. Gable affirms that he is the owner or the specifically authorized agent of the property described below. Said property is located in a(n) Zoning District. He/She respectfully petitions the County to rezone the property from its present classification and tenders herewith the sum of \$ 450.00 to cover all expenses of public hearing. He/She petitions the above named to change its classification to Rezone.

This property includes: (check one of the following)

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

☐ Legal description for subject property is as follows:

PUBLIC HEARING to be held by the Planning Commission of Fayette County on the day of 8/7, 2025 at 7:00 P.M.

PUBLIC HEARING to be held by the Board of Commissioners of Fayette County on the day of 8/28, 2025 at 7:00 P.M.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 210th DAY OF June, 2025.

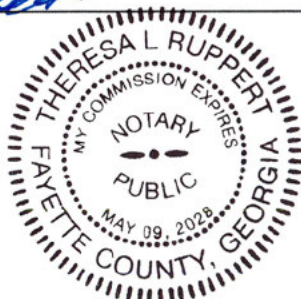
Jerry Gable

SIGNATURE OF PROPERTY OWNER

SIGNATURE OF PROPERTY OWNER

[Signature]

NOTARY PUBLIC



DISCLOSURE STATEMENT

(Please check one)

Campaign contributions: X No Yes (see attached disclosure report)

TITLE 36. LOCAL GOVERNMENT

PROVISIONS APPLICABLE TO COUNTIES AND MUNICIPAL CORPORATIONS

CHAPTER 67A. CONFLICT OF INTEREST IN ZONING ACTIONS

O.C.G.A. § 36-67A-3 (2011)

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

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

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

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

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

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

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

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

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

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

WARRANTY DEED—FORM 36A

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

STANDARD WARRANTY DEED



STATE OF GEORGIA,

FAYETTE

County.

THIS INDENTURE, made this 9th day of Februaryin the year of our Lord One Thousand Nine Hundred and eighty-threebetween EARL GABLEof the State of Georgia and County of Coweta of the first partand JERRY M. GABLEof the State of Georgia and County of Cobb of the second partWITNESSETH: That the said part Y of the first part, for and in consideration of the sum ofOther valuable consideration and Ten (\$10.00) DOLLARS

in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged

has S granted, bargained, sold and conveyed and by these presents do as grant, bargain, sell and convey untothe said part of the second part himself, his heirs and assigns, all that tract or parcel of

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

TRACT NO. 2

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

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

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

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

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

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

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

Signed, sealed and delivered in the presence of

Thomas D. Jones
W. A. Ballard
Notary Public, Georgia State at Large
My Commission Expires Feb. 20, 1983

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

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

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

WARRANTY DEED

FROM

TO

Georgia, Fayette County

Clerk's Office, Superior Court.

Filed for Record at 400 o'clock P M.

Feb 10th, 1983

Recorded in Book 271, Folio 177.

Feb 11th, 1983

W. A. Ballard, Clerk

Legal Description Tract D

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 73 & 88, 5th District, Fayette County, Georgia, and being Parcel No. 0519 002, Tract D containing 28.450 acres more or less, as per plat of survey prepared by Ronald T. Godwin, Registered Land Surveyor, dated 10/01/2024 and being more particularly described as follows:

Beginning at a X scribed in concrete pad, on the right-of-way of South Jeff Davis Drive, 262.21 feet from the intersection of the Western right-of-way of Emerald Lake Drive (60' R/W) with the Southern right-of-way of South Jeff Davis Drive (R/W Varies) and being the **TRUE POINT OF BEGINNING**;

Thence leaving said right-of-way, South 30° 18' 26" West for a distance of 254.96 feet to a point; Thence South 42° 10' 42" West for a distance of 786.78 feet to a point; Thence South 25° 18' 43" East for a distance of 1044.54 feet to a point; Thence South 64° 00' 33" West for a distance of 813.40 feet to a point; Thence South 89° 38' 13" West for a distance of 286.34 feet to a point; Thence North 05° 39' 40" East for a distance of 53.32 feet to a point in the center of a creek; Thence continuing along the center of said creek, South 89° 37' 48" West for a distance of 19.71 feet to a point; Thence South 87° 42' 58" for a distance of 32.32 feet to a point; Thence North 88° 22' 32" West for a distance of 8.95 feet to a point; Thence leaving the center of said creek, North 00° 02' 55" West for a distance of 792.18 feet to a $\frac{P}{K}$ nail set, in the centerline of an abandoned road known as old Dixon Circle; Thence continuing along the centerline of said road North 81° 52' 07" East for a distance of 65.22 feet to a $\frac{P}{K}$ nail set; Thence continuing along the centerline of said road North 62° 46' 45" East for a distance 80.08 feet to a nail found; Thence continuing along the centerline of said road North 46° 23' 38" East for a distance 174.95 feet to a nail found; Thence continuing along the centerline of said road North 67° 34' 49" East for a distance 99.97 feet to a nail found; Thence leaving said centerline, North 04° 10' 03" East for a distance 17.06 feet to a nail found on southern line of Land Lot 88; Thence continuing along said Land Lot Line, South 88° 11' 22" East for a distance of 211.27 feet to a t-post found; Thence leaving said Land Lot Line, North 00° 10' 57" East for a distance of 569.64 feet to a $\frac{1}{2}$ " re-bar found; Thence North 00° 57' 37" East for a distance of 435.31 feet to a $\frac{1}{2}$ " re-bar set; Thence North 89° 09' 28" West for a distance of 300.00 feet to a $\frac{1}{2}$ " re-bar set; Thence North 01° 09' 12" East for a distance of 288.48 feet to a $\frac{1}{2}$ " re-bar set on the right-of-way of South Jeff Davis Drive; Thence continuing along the right-of-way of said road, South 58° 10' 35" East for a distance of 127.00 feet to a point; Thence continuing along a curve of said right-of-way 292.77 feet, curving to the left, said curve having a radius of 12,822.78 feet, and a chord bearing South 59° 13' 47" East for a distance of 292.76 feet to a point; Thence continuing along the right-of-way of said road, South 60° 27' 41" East for a distance of 51.79 feet to a $\frac{1}{2}$ " re-bar set and being the **TRUE POINT OF BEGINNING**.

Legal Description Tract F

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 88, 5th District, Fayette County, Georgia, and being Parcel No. 0519 002, Tract D containing 2.694 acres more or less, as per plat of survey prepared by Ronald T. Godwin, Registered Land Surveyor, dated 10/01/2024 and being more particularly described as follows:

Beginning at a $\frac{1}{2}$ " re-bar set on the right-of-way of South Jeff Davis Drive, 745.29 feet from the intersection of the Western right-of-way of Emerald Lake Drive (60' R/W) with the Southern right-of-way of South Jeff Davis Drive (R/W Varies) and being the **TRUE POINT OF BEGINNING**;

Thence leaving said right-of-way, South $01^{\circ} 09' 12''$ West for a distance of 300.00 feet to a $\frac{1}{2}$ " re-bar set; Thence North $89^{\circ} 09' 28''$ West for a distance of 300.00 feet to a $\frac{1}{2}$ " re-bar set; Thence North $00^{\circ} 57' 37''$ East for a distance of 481.65 feet to a $\frac{3}{4}$ " open top pipe found on the right-of-way of South Jeff Davis Drive; Thence continuing along a curve of said right-of-way 207.84 feet, curving to the left, said curve having a radius of 13,580.61 feet, and a chord bearing South $57^{\circ} 54' 22''$ East for a distance of 207.84 feet to a point; Thence continuing along the right-of-way of said road, South $58^{\circ} 10' 35''$ East for a distance of 143.42 feet to a $\frac{1}{2}$ " re-bar set and being the **TRUE POINT OF BEGINNING**.

Wednesday, July 16, 2025

Fayette County News B7

Continued from page B6

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

PUBLIC HEARING to be held be-
fore the Fayette County Planning
Commission on Thursday, August
7, 2025, at 7:00 P.M. and before
the Fayette County Board of Com-
missioners on Thursday, August
28, 2025, at 5:00 P.M. in the Fay-
ette County Administrative Com-
plex, 140 Stonewall Avenue West,
Public Meeting Room, First Floor,
Fayetteville, Georgia.

Petition No.: 1366-25

Parcel No: 0519 002

Owner(s): Jerry Gable

Zoning District: R-45 Conditional
Area of Property: 31.144 acres

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

Fronts on: S. Jeff Davis Drive and
Dixon Circle

Proposed: Applicant proposes the
following: To rezone 31.144 acres
from R-45 Conditional (Single-
Family Residential) to A-R Agricul-
tural-Residential (Single-Family).
A copy of the above is available
in the office of the Fayette County
Planning and Zoning Department,
140 Stonewall Avenue West, Suite
202, Fayetteville, Georgia.

Legal Description

Tract D

ALL THAT TRACT OR PARCEL
OF LAND lying and being in Land
Lots 73 & 88, 5th District, Fayette
County, Georgia, and being Parcel
No. 0519 002, Tract D containing
28.450 acres more or less, as per
plat of survey prepared by Ronald
T. Godwin, Registered Land Sur-
veyor, dated 10/01/2024 and be-
ing more particularly described as
follows: Beginning at a X scribed in
concrete pad, on the right-of-way
of South Jeff Davis Drive, 262.21
feet from the intersection of the
Western right-of-way of Emerald
Lake Drive (60' R/W) with the
Southern right-of-way of South Jeff
Davis Drive (R/W Varies) and be-
ing the TRUE POINT OF BEGIN-
NING; Thence leaving said right-
of-way, South 30° 18' 26" West for
a distance of 254.96 feet to a point;
Thence South 42° 10' 42" West for
a distance of 786.78 feet to a point;
Thence South 25° 18' 43" East for a
distance of 1044.54 feet to a point;
Thence South 64° 00' 33" West for
a distance of 813.40 feet to a point;
Thence South 89° 38' 13" West for
a distance of 286.34 feet to a point;
Thence North 05° 39' 40" East for
a distance of 53.32 feet to a point
in the center of a creek; Thence

continuing along the center of said
creek, South 89° 37' 48" West for
a distance of 19.71 feet to a point;
Thence South 87° 42' 58" for a
distance of 32.32 feet to a point;
Thence North 88° 22' 32" West for
a distance of 8.95 feet to a point;
Thence leaving the center of said
creek, North 00° 02' 55" West for a
distance of 792.18 feet to a PK nail
set, in the centerline of an aban-
doned road known as old Dixon
Circle; Thence continuing along
the centerline of said road North
81° 52' 07" East for a distance of
65.22 feet to a PK nail set; Thence
continuing along the centerline of
said road North 62° 46' 45" East
for a distance 80.08 feet to a nail
found; Thence continuing along
the centerline of said road North
46° 23' 38" East for a distance
174.95 feet to a nail found; Thence
continuing along the centerline of
said road North 67° 34' 49" East
for a distance 99.97 feet to a nail
found; Thence leaving said center-
line, North 04° 10' 03" East for a
distance 17.06 feet to a nail found
on southern line of Land Lot 88;
Thence continuing along said Land
Lot Line, South 88° 11' 22" East for
a distance of 211.27 feet to a t-post
found; Thence leaving said Land
Lot Line, North 00° 10' 57" East
for a distance of 569.64 feet to a 12"
re-bar found; Thence North 00° 57'
37" East for a distance of 435.31
feet to a 12" re-bar set; Thence
North 89° 09' 28" West for a dis-
tance of 300.00 feet to a 12" re-bar
set; Thence North 01° 09' 12" East
for a distance of 288.48 feet to a
12" re-bar set on the right-of-way
of South Jeff Davis Drive; Thence
continuing along the right-of-way
of said road, South 58° 10' 35" East
for a distance of 127.00 feet to a
point; Thence continuing along a
curve of said right-of-way 292.77
feet, curving to the left, said curve
having a radius of 12,322.78 feet,
and a chord bearing South 59° 13'
47" East for a distance of 292.76
feet to a point; Thence continu-
ing along the right-of-way of said
road, South 60° 27' 41" East for a
distance of 51.79 feet to a 12" re-bar
set and being the TRUE POINT OF
BEGINNING.

Legal Description

Tract F

ALL THAT TRACT OR PAR-
CEL OF LAND lying and being in
Land Lots 88, 5th District, Fayette
County, Georgia, and being Parcel
No. 0519 002, Tract D containing
2.694 acres more or less, as per
plat of survey prepared by Ronald
T. Godwin, Registered Land Sur-
veyor, dated 10/01/2024 and being
more particularly described as fol-
lows: Beginning at a 12" re-bar set
on the right-of-way of South Jeff
Davis Drive, 745.29 feet from the
intersection of the Western right-
of-way of Emerald Lake Drive (60'
R/W) with the Southern right-
of-way of South Jeff Davis Drive
(R/W Varies) and being the TRUE
POINT OF BEGINNING; Thence
leaving said right-of-way, South
01° 09' 12" West for a distance of
300.00 feet to a 12" re-bar set;
Thence North 89° 09' 28" West for
a distance of 300.00 feet to a 12"
re-bar set; Thence North 00° 57'
37" East for a distance of 481.05
feet to a 34" open top pipe found on
the right-of-way of South Jeff Da-
vis Drive; Thence continuing along
a curve of said right-of-way 297.84
feet, curving to the left, said curve
having a radius of 13,580.61 feet,
and a chord bearing South 57° 54'
22" East for a distance of 297.84
feet to a point; Thence continuing
along the right-of-way of said road,
South 58° 10' 35" East for a dis-
tance of 143.42 feet to a 12" re-bar
set and being the TRUE POINT OF
BEGINNING.

07/16

COUNTY AGENDA REQUEST

Page 220 of 461

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Mary Burns, in the amount of \$291.11 for tax year 2023.

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 Mary Burns for residential property parcel 05-3516-005, on July 1, 2025, for a partial refund of taxes was received. The request was based on assignment of an incorrect neighborhood code that resulted in an incorrect property value. Taxpayer is eligible under the refund statute for a refund for tax year 2023.

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 Mary Burns, in the amount of \$291.11 for tax year 2023.

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: July 28, 2025

Re: Tax Refund Request – Burns

Ms. Burns has requested a partial refund of taxes for tax year 2023 due to erroneous neighborhood coding.

The value of the taxpayer's property was calculated incorrectly due to the assignment of an incorrect neighborhood code. Correction of the neighborhood coding resulted in a value difference of \$25,800.

The provisions of the refund statute were designed to enable correction of an error or illegality that exists in the record of assessment and is discovered after the payment of taxes. In this case, an error existed due to assignment of an incorrect neighborhood code. Assessors' Office staff has corrected the error.

TOTAL REFUND RECOMMENDED: \$291.11 2023

COUNTY AGENDA REQUEST

Page 222 of 461

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Matt Geipel, in the amount of \$1,086.74 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 Matt Geipel for residential property parcel 05-3518-040, on June 27, 2025, for a partial refund of taxes was received. The request was based on assignment of an incorrect neighborhood code that resulted in an incorrect property value. Taxpayer requested partial refund for 5 years taxes, but is only eligible under the refund statute for a refund for tax year 2024.

Board of Assessors recommend approval.

What action are you seeking from the Board of Commissioners?

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Matt Geipel, in the amount of \$1,086.74 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: July 28, 2025

Re: Tax Refund Request – Geipel

Mr. Geipel has requested a partial refund of taxes for 5 years due to erroneous neighborhood coding. He is only eligible for tax year 2024 as approved by the Board of Assessors.

The value of the taxpayer's property was calculated incorrectly due to the assignment of an incorrect neighborhood code. Correction of the neighborhood coding resulted in a value difference of \$99,580.

The provisions of the refund statute were designed to enable correction of an error or illegality that exists in the record of assessment and is discovered after the payment of taxes. In this case, an error existed due to assignment of an incorrect neighborhood code. Assessors' Office staff has corrected the error.

TOTAL REFUND RECOMMENDED: \$1,086.74 2024

COUNTY AGENDA REQUEST

Page 224 of 461

Department:

Presenter(s):

Meeting Date:

Type of Request: #7

Wording for the Agenda:

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Tracy Henders, in the amount of \$4,319.67 for tax years 2022, 2023, and 2024.

Background/History/Details:

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

Request made by Tracy Henders for residential property parcel 07-1723-017, on June 27, 2025, for a partial refund of taxes was received. The request was based on an erroneous removal of the owner's homestead exemption. Taxpayer is eligible under the refund statute for a refund for tax years 2022, 2023 and 2024.

Board of Assessors recommend approval.

What action are you seeking from the Board of Commissioners?

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Tracy Henders, in the amount of \$4,319.67 for tax year(s) 2022, 2023, and 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: July 28, 2025

Re: Tax Refund Request – Henders

Ms. Henders has requested a partial refund of taxes for tax years 2022, 2023, and 2024 due to a homestead exemption error.

This refund request is made based on the erroneous removal of homestead exemption. The taxpayer is eligible for a refund for tax years 2022, 2023, and 2024.

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

TOTAL REFUND RECOMMENDED:	\$1,201.94	2022
	\$1779.00	2023
	\$1338.73	2024

COUNTY AGENDA REQUEST

Page 226 of 461

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Board of Assessors for Christina Munro, in the amount of \$401.28 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 Board of Assessors for Christina Munro for residential property parcel 05-3518-041, on July 24, 2025, for a partial refund of taxes was made by the Board of Assessors to correct inequities in billing. The request was based on assignment of an incorrect neighborhood code that resulted in an incorrect property value. Taxpayer is eligible under the refund statute for a refund for tax year 2024.

Board of Assessors recommend approval.

What action are you seeking from the Board of Commissioners?

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Board of Assessors for Christina Munro, in the amount of \$401.28 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: July 28, 2025

Re: Tax Refund Request – Munro

The Board of Assessors has requested this partial refund of taxes for tax year 2024 on behalf of Ms. Munro due to erroneous neighborhood coding.

The value of the taxpayer's property was calculated incorrectly due to the assignment of an incorrect neighborhood code. Correction of the neighborhood coding resulted in a value difference of \$99,140.

The provisions of the refund statute were designed to enable correction of an error or illegality that exists in the record of assessment and is discovered after the payment of taxes. In this case, an error existed due to assignment of an incorrect neighborhood code. Assessors' Office staff has corrected the error.

TOTAL REFUND RECOMMENDED: \$401.28 2024

COUNTY AGENDA REQUEST

Page 228 of 461

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Ann Railsback, in the amount of \$634.00 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 Ann Railsback for residential property parcel 05-3516-005, on June 27, 2025, for a partial refund of taxes was received. The request was based on assignment of an incorrect neighborhood code that resulted in an incorrect property value. Taxpayer is eligible under the refund statute for a refund for tax year 2024.

Board of Assessors recommend approval.

What action are you seeking from the Board of Commissioners?

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Ann Railsback, in the amount of \$634.00 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: July 28, 2025

Re: Tax Refund Request – Railsback

Ms. Railsback has requested a partial refund of taxes for tax year 2024 due to erroneous neighborhood coding.

The value of the taxpayer's property was calculated incorrectly due to the assignment of an incorrect neighborhood code. Correction of the neighborhood coding resulted in a value difference of \$99,580.

The provisions of the refund statute were designed to enable correction of an error or illegality that exists in the record of assessment and is discovered after the payment of taxes. In this case, an error existed due to assignment of an incorrect neighborhood code. Assessors' Office staff has corrected the error.

TOTAL REFUND RECOMMENDED: \$634.00 2024

COUNTY AGENDA REQUEST

Page 230 of 461

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Angela Salemi, in the amount of \$1,682.89 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 Angela Salemi for residential property parcel 05-18-054, on July 17, 2025, for a partial refund of taxes was received. The request was based on an error in applying the owner's homestead exemption. Taxpayer is eligible under the refund statute for a refund for tax year 2024.

Board of Assessors recommend approval.

What action are you seeking from the Board of Commissioners?

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Angela Salemi, in the amount of \$1,682.89 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: July 28, 2025

Re: Tax Refund Request – Salemi

Ms. Salemi has requested a partial refund of taxes for tax year 2024 due to homestead exemption never being applied.

The homeowner applied for homestead exemption for 2024; however the exemption code was inadvertently left off the property record. The taxpayer is due a refund for tax year 2024 in the amount of \$1,682.89.

The provisions of the refund statute were designed to enable correction of an error or illegality that exists in the record of assessment and is discovered after the payment of taxes. In this case, an error existed due to the homestead not being applied. Assessors' Office staff has confirmed that the property owner is eligible for the exemption and has corrected the error.

TOTAL REFUND RECOMMENDED: \$1,682.89 2024

COUNTY AGENDA REQUEST

Page 232 of 461

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Carrie Sanders, in the amount of \$310.95 for tax year 2023.

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 Carrie Sanders for residential property parcel 07-1404-006, on June 30, 2025, for a partial refund of taxes was received. The request was based on an error in square footage of the residential dwelling. Taxpayer is eligible under the refund statute for a refund for tax year 2023.

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 Carrie Sanders, in the amount of \$310.95 for tax year 2023.

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: July 28, 2025

Re: Tax Refund Request – Sanders

Ms. Sanders has requested a partial refund of taxes for tax year 2023 due to a square footage discrepancy that was discovered as a result of her 2024 appeal.

Correction to the square footage error resulted in a value difference of \$27,900. The refund amount based on the revised value is \$310.95 for 2023.

The provisions of the refund statute were designed to enable correction of an error or illegality that exists in the record of assessment and is discovered after the payment of taxes. In this case, an error existed due to a footage discrepancy. Assessors' Office staff has corrected the error.

TOTAL REDUND RECOMMENDED: \$310.95 2023

COUNTY AGENDA REQUEST

Page 234 of 461

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Board of Assessors for Mary Sargent, in the amount of \$1,015.79 for tax years 2023 and 2024.

Background/History/Details:

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

Request made by Board of Assessors for Mary Sargent for residential property parcel 05-3516-006, on July 24, 2025, for a partial refund of taxes was made by the Board of Assessors to correct inequities in billing. The request was based on assignment of an incorrect neighborhood code that resulted in an incorrect property value. Taxpayer is eligible under the refund statute for a refund for tax year(s) 2023 and 2024.

Board of Assessors recommend approval.

What action are you seeking from the Board of Commissioners?

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Board of Assessors for Mary Sargent, in the amount of \$1,015.79 for tax years 2023 and 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: July 28, 2025

Re: Tax Refund Request – Sargent

The Board of Assessors has requested this partial refund of taxes for tax year 2023 and 2024 on behalf of Ms. Sargent due to erroneous neighborhood coding.

The value of the taxpayer's property was calculated incorrectly due to the assignment of an incorrect neighborhood code. Correction of the neighborhood coding resulted in a value difference of \$25,800 in 2023 and \$54,300 in 2024.

The provisions of the refund statute were designed to enable correction of an error or illegality that exists in the record of assessment and is discovered after the payment of taxes. In this case, an error existed due to assignment of an incorrect neighborhood code. Assessors' Office staff has corrected the error.

TOTAL REFUND RECOMMENDED:	\$568.14	2024
	\$447.65	2023

COUNTY AGENDA REQUEST

Page 236 of 461

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval to accept the right-of-way dedication known as "10' R/W Dedication," and the newly constructed internal local road known as "Dansby Way", for a total of 1.81 acres, as shown on the Bernhard Farms Final Plat, recorded July 21, 2025, in Plat Book 102, Pages 172-174 and the Deed of Right of Way, dated January 7, 2025, per Fayette County Code requirements.

Background/History/Details:

The applicant, Freedom Land Holdings, LLC, created a new subdivision, Bernhard Farms, located off Bernhard Road, Fayetteville GA.

The applicant prepared the Bernhard Farms Final Plat, recorded 07/21/2025 in Plat Book 102, Pages 172-174 and the Deed of Right of Way, dated January 7, 2025 showing the 10' R/W Dedication and the newly constructed internal local road, "Dansby Way", to meet the requirements per Fayette County code, Chapter 104 ARTICLE III - Street Design Standards and Specifications, Section 104-52 (b);(c) - Right of Way, Article XV. - Subdivision Regulations Sec. 104-595 (2)(k). and Sec. 104-596 (c);(32).

What action are you seeking from the Board of Commissioners?

Approval to accept the right-of-way dedication known as "10' R/W Dedication," and the newly constructed internal local road known as "Dansby Way", for a total of 1.81 acres, as shown on the Bernhard Farms Final Plat, recorded July 21, 2025, in Plat Book 102, Pages 172-174 and the Deed of Right of Way, dated January 7, 2025, per Fayette County Code requirements.

If this item requires funding, please describe:

No funding is required.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Record and Return to:
Lawson, Beck & Sandlin, LLC
1125 COMMERCE DRIVE, SUITE 300
PEACHTREE CITY, GEORGIA 30269

DEED OF RIGHT OF WAY

TAX ID NUMBERS
04-38-044 & 04-38-005

STATE OF **GEORGIA**

COUNTY OF **FAYETTE**

THIS INDENTURE, Made the 7 day of January, 2025, between

FREEDOM LAND HOLDINGS LLC
A GEORGIA LIMITED LIABILITY COMPANY

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

FAYETTE COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA

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

WITNESSETH that: Grantor for and in consideration of the sum of TEN AND 00/100 (\$10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee the following fee simple Right-of-Way,

ALL THAT TRACT OR PARCEL OF LAND LYING OR BEING IN LAND LOT 223 OF THE 4TH DISTRICT OF FAYETTE COUNTY, GEORGIA, CONTAINING 1.81 ACRES (78,646 SQ. FT.) AS SHOWN ON FINAL PLAT OF BERNHARD FARMS, PREPARED BY MOORE BASS

CONSULTING INC., DATED SEPTEMBER 23RD, 2024, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON PIN SET AT INTERSECTING LAND LOT LINES 194, 195, 222 AND 223, THENCE LEAVING SAID INTERSECTING LAND LOT LINES AND ALONG LAND LOT LINE 222 & 223 N 02° 09' 46" E, A DISTANCE OF 989.36 FEET TO A 1/2" REBAR FOUND; THENCE LEAVING SAID LAND LOT LINE N 88° 02' 13" W, A DISTANCE OF 212.14 FEET TO A 1/2" REBAR FOUND; THENCE N 88° 00' 19" W, A DISTANCE OF 213.54 FEET TO A 1/2" REBAR FOUND; THENCE N 88° 02' 01" W, A DISTANCE OF 213.28 FEET TO A 1/2" REBAR FOUND; THENCE N 88° 00' 51" W, A DISTANCE OF 213.48 FEET TO A 1/2" REBAR FOUND; THENCE N 88° 05' 42" W, A DISTANCE OF 214.60 FEET TO A BENT 1" OPEN TOP PIPE FOUND; THENCE N 00° 19' 03" E, A DISTANCE OF 586.63 FEET TO A 1/2" REBAR SET, SAID REBAR BEING THE **POINT OF BEGINNING**.

THENCE FROM SAID **POINT OF BEGINNING**, S 89° 37' 00" W, A DISTANCE OF 453.84 FEET TO A POINT; THENCE S 44° 37' 00" W, A DISTANCE OF 14.14 FEET TO A POINT; THENCE S 00° 32' 51" E, A DISTANCE OF 378.94 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 168.63 FEET (SAID ARC HAVING A RADIUS OF 230.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S 20° 27' 23" W, WITH A CHORD DISTANCE OF 164.88 FEET) TO A 1/2" REBAR SET; THENCE S 41° 27' 36" W, A DISTANCE OF 208.56 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 117.10 FEET (SAID ARC HAVING A RADIUS OF 170.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S 21° 43' 34" W, WITH A CHORD DISTANCE OF 114.80 FEET) TO A POINT; THENCE S 01° 59' 31" W, A DISTANCE OF 67.21 FEET TO A POINT; THENCE S 01° 59' 31" W, A DISTANCE OF 89.49 FEET TO A 1/2" REBAR SET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 264.83 FEET (SAID ARC HAVING A RADIUS OF 60.00 FEET AND BEING SUBTENDED BY A CHORD BEARING N 51° 33' 37" W, WITH A CHORD DISTANCE OF 96.53 FEET) TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 31.81 FEET (SAID ARC HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING N 38° 26' 23" E, WITH A CHORD DISTANCE OF 29.70 FEET) TO A POINT; THENCE N 01° 59' 31" E, A DISTANCE OF 75.47 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 158.44 FEET (SAID ARC HAVING A RADIUS OF 230.00 FEET AND BEING SUBTENDED BY A CHORD BEARING N 21° 43' 34" E, WITH A CHORD DISTANCE OF 155.32 FEET) TO A POINT; THENCE N 41° 27' 36" E, A DISTANCE OF 208.56 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 124.64 FEET (SAID ARC HAVING A RADIUS OF 170.00 FEET AND BEING SUBTENDED BY A CHORD BEARING N 20° 27' 23" E, WITH A CHORD DISTANCE OF 121.87 FEET) TO A POINT; THENCE N 00° 32' 51" W, A DISTANCE OF 379.11 FEET TO A POINT; THENCE N 45° 23' 00" W, A DISTANCE OF 14.14 FEET TO A POINT; THENCE S 89° 37' 00" W, A DISTANCE OF 232.47 FEET TO A 1/2" REBAR SET; THENCE N 01° 50' 27" E, A DISTANCE OF 10.01 FEET TO A 1/2" REBAR SET ON SOUTHERN RIGHT-OF-WAY OF BERNHARD ROAD (R/W VARIES); THENCE ALONG SAID RIGHT-OF-WAY N 89° 37' 00" E, A DISTANCE OF 766.04 FEET TO A 3/4" REBAR FOUND; THENCE LEAVING SAID RIGHT-OF-WAY S 00° 19' 03" W, A DISTANCE OF 10.00 FEET TO A 1/2" REBAR SET, SAID REBAR BEING THE **TRUE POINT OF BEGINNING**.

SUBJECT to restrictive covenants and general utility easements of record.

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

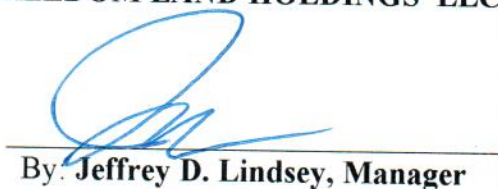
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

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

Signed, sealed and delivered in presence of:

FREEDOM LAND HOLDINGS LLC


Unofficial Witness


By: **Jeffrey D. Lindsey, Manager**


Notary Public





Moore Bass Consulting, Inc.
• Civil Engineering
• Surveying
• Development Consulting
• Landscape Architecture
• Environmental Planning
www.moorebass.com
1330 King Ferry Court
McDonough, GA 30253
770.314.9384

BERNHARD FARMS
FAYETTE COUNTY, GEORGIA
FREEDOM LAND HOLDINGS, LLC
140 VILLAGE CIRCLE
SENOIA, GEORGIA 30276

PROJECT NAME
CLIENT NAME

DATE
CONTRACT #
DRAWN BY
CHECKED BY

REVISIONS

DATE
BY
REASON

DATE
BY
REASON

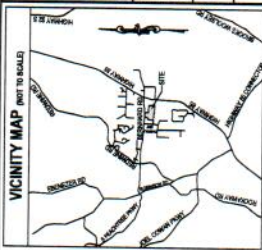
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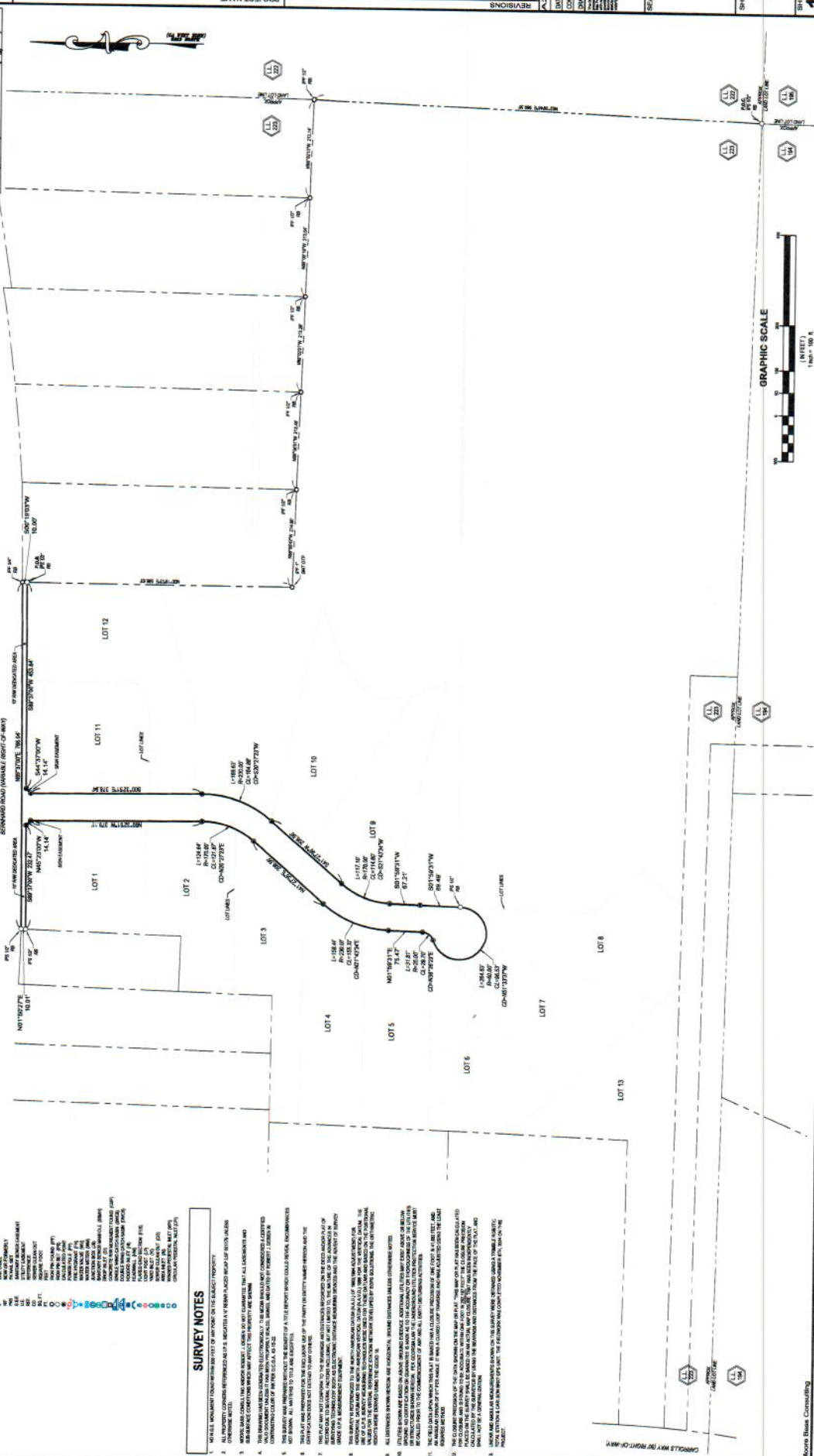
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**RIGHT-OF-WAY LEGAL GUIDE FOR:
BERNHARD FARMS
LAND LOT 223 OF THE 4TH DISTRICT
FAYETTE COUNTY, GEORGIA**



LEGEND

- 1. RIGHT-OF-WAY LINE
- 2. EASEMENT
- 3. FENCE
- 4. ROAD
- 5. RAILROAD
- 6. POWER LINE
- 7. WATER
- 8. WOOD
- 9. CROPLAND
- 10. PASTURE
- 11. RESIDENTIAL
- 12. COMMERCIAL
- 13. INDUSTRIAL
- 14. AGRICULTURAL
- 15. FOREST
- 16. WETLAND
- 17. SWAMP
- 18. MARSH
- 19. BEACH
- 20. DUNE
- 21. CLIFF
- 22. CANYON
- 23. GULCH
- 24. HILL
- 25. MOUNTAIN
- 26. VALLEY
- 27. PLAIN
- 28. DESERT
- 29. TUNDRA
- 30. SAVANNAH
- 31. STEPPE
- 32. PRAIRIE
- 33. MEADOW
- 34. FELD
- 35. ORCHARD
- 36. VINEYARD
- 37. GARDEN
- 38. PARK
- 39. ZOO
- 40. BOTANICAL GARDEN
- 41. HISTORIC SITE
- 42. MONUMENT
- 43. LANDMARK
- 44. BOUNDARY
- 45. CORNER
- 46. BEARING
- 47. DISTANCE
- 48. AREA
- 49. VOLUME
- 50. WEIGHT
- 51. LENGTH
- 52. WIDTH
- 53. DEPTH
- 54. HEIGHT
- 55. TEMPERATURE
- 56. PRESSURE
- 57. FORCE
- 58. ENERGY
- 59. POWER
- 60. FLOW
- 61. RATE
- 62. QUANTITY
- 63. QUALITY
- 64. CHARACTER
- 65. CONDITION
- 66. STATE
- 67. POSITION
- 68. LOCATION
- 69. DIRECTION
- 70. ORIENTATION
- 71. ALIGNMENT
- 72. CURVATURE
- 73. SLOPE
- 74. GRADE
- 75. ELEVATION
- 76. DEPRESSION
- 77. PROJECTION
- 78. REPROJECTION
- 79. TRANSFORMATION
- 80. ADJUSTMENT
- 81. CORRECTION
- 82. ERROR
- 83. MISTAKE
- 84. DEFECT
- 85. FLAW
- 86. WEAKNESS
- 87. SHORTCOMING
- 88. LIMITATION
- 89. CONSTRAINT
- 90. OBSTACLE
- 91. HINDRANCE
- 92. IMPEDIMENT
- 93. BARRIER
- 94. OBSTACLE
- 95. HINDRANCE
- 96. IMPEDIMENT
- 97. BARRIER
- 98. OBSTACLE
- 99. HINDRANCE
- 100. IMPEDIMENT

SURVEY NOTES

1. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE GEORGIA SURVEYING ACT OF 1967 AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.
2. THE SURVEY WAS CONDUCTED BY MOORE BASS CONSULTING, INC., A PROFESSIONAL SURVEYING FIRM.
3. THE SURVEY WAS CONDUCTED ON THE 15TH DAY OF MAY, 2014.
4. THE SURVEY WAS CONDUCTED AT THE 4TH DISTRICT OF FAYETTE COUNTY, GEORGIA.
5. THE SURVEY WAS CONDUCTED AT THE 223RD LOT OF THE 4TH DISTRICT OF FAYETTE COUNTY, GEORGIA.
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COUNTY AGENDA REQUEST

Page 241 of 461

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval to accept the right-of-way dedication known as "Right-of-Way Dedication, 0.12 Acres," as shown on the Plat prepared for Rabai Investments, LLC, dated February 21, 2025, and the Warranty Deed dated March 31, 2025, per Fayette County Code requirements.

Background/History/Details:

Parcel 0515 049 was approved for rezoning in 2024 with the condition that sufficient right-of-way be dedicated to Fayette County to provide 50ft. from centerline along Lester Road and 40ft. from centerline along Davis Road. The applicant, Rabai Investments, LLC, created a new Plat for the property fronting Lester Road and Davis Road, Fayetteville GA., with the new right-of-way dedication to satisfy that condition.

Per the rezoning conditions, the applicant prepared the Warranty Deed for "Right-of-Way Dedication, 0.12 Acres," as shown on the Plat Prepared for Rabai Investments, LLC, dated February 21, 2025, dedicated to Fayette County to increase the right-of-way along the parcel frontage of Lester Road to 50ft. from centerline and 40ft. from centerline along Davis Road.

What action are you seeking from the Board of Commissioners?

Approval to accept the right-of-way dedication known as "Right-of-Way Dedication, 0.12 Acres," as shown on the Plat prepared for Rabai Investments, LLC, dated February 21, 2025, and the Warranty Deed dated March 31, 2025, per Fayette County Code requirements.

If this item requires funding, please describe:

No funding is required.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Please return to:

Fayette County Environmental Management Dept.
140 Stonewall Avenue W., Suite 203
Fayetteville, Georgia 30214

Parcel Id No(s):
0515 049

STATE OF GEORGIA
COUNTY OF FAYETTE

RIGHT OF WAY WARRANTY DEED

THIS INDENTURE, made this 31st day of March, 2025 between **RABAI INVESTMENTS, LLC**, a Georgia limited liability company hereinafter called "Grantor", as property owner of certain land in the County of Fayette (Deed Book 5769, pages 106-107) and **FAYETTE COUNTY**, a political subdivision of the state of Georgia, hereafter called "Grantee".

WITNESSETH, That, Grantor, for and in consideration of **TEN DOLLAR (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION**, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto Grantees, all that tract or parcel of land more particularly described as follows:

All that tract or parcel of land, lying and being in Land Lot 65 of the 5th District, of Fayette County, Georgia, being more particularly described on **Exhibit "A"** attached hereto and made a part hereto by this reference.

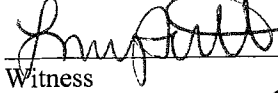
Said right of way is hereby conveyed, consisting of 0.12 acres, more or less, as shown on the plat of the property prepared by W. D. Gray and Associates, Inc.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, forever, in fee simple. Grantor shall warrant and forever defend the right, title and interest in and to said property unto Grantee, its successors and assigns, against the claims of all persons whomsoever. Where the context requires or permits, "Grantor" and "Grantee" shall include their respective heirs, successors and assigns.

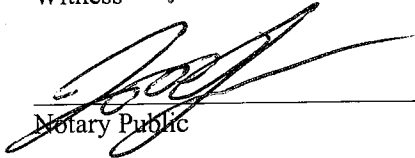
AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whatsoever.

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

Signed, sealed and delivered
in the presence of:



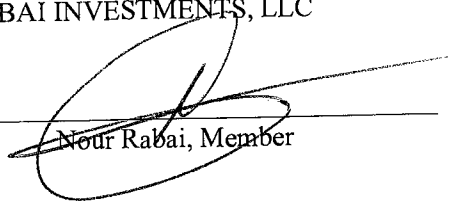
Witness



Notary Public

RABAI INVESTMENTS, LLC

By: _____


Nour Rabai, Member

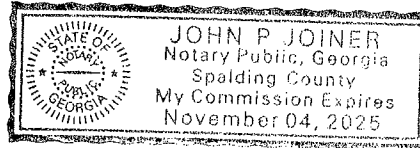
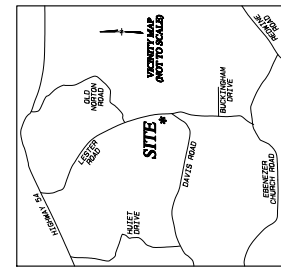


EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 65 OF THE 5TH DISTRICT, FAYETTE COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MAGNAIL SET AT THE APPROXIMATE CENTERLINE INTERSECTION OF LESTER ROAD AND DAVIS ROAD, THENCE NORTH $51^{\circ}34'49''$ WEST A DISTANCE OF 42.60 FEET TO A POINT AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF DAVIS ROAD (EXISTING 60 FOOT RIGHT-OF-WAY) AND THE WESTERLY RIGHT-OF-WAY OF LESTER ROAD (EXISTING 60' RIGHT-OF-WAY) AND THE **TRUE POINT OF BEGINNING**; THENCE ALONG THE EXISTING RIGHT-OF-WAY OF DAVIS ROAD ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 136.72 FEET, AN ARC LENGTH OF 82.31 FEET, A CHORD WHICH BEARS SOUTH $58^{\circ}00'41''$ WEST, AND A CHORD LENGTH OF 81.07 FEET TO A POINT; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 312.37 FEET, AN ARC LENGTH OF 58.63 FEET, A CHORD WHICH BEARS SOUTH $38^{\circ}57'34''$ WEST, AND A CHORD LENGTH OF 58.54 FEET TO A POINT; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY SOUTH $32^{\circ}03'34''$ WEST A DISTANCE OF 66.49 FEET TO A POINT; THENCE LEAVING THE EXISTING RIGHT-OF-WAY OF DAVIS ROAD NORTH $89^{\circ}05'18''$ WEST A DISTANCE OF 11.73 FEET TO A 1/2" REBAR SET ON THE FUTURE RIGHT-OF-WAY OF DAVIS ROAD (80 FOOT RIGHT-OF-WAY); THENCE ALONG THE FUTURE RIGHT-OF-WAY OF DAVIS ROAD NORTH $32^{\circ}05'20''$ EAST A DISTANCE OF 72.70 FEET TO A POINT; THENCE CONTINUE ALONG SAID FUTURE RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 322.37 FEET, AN ARC LENGTH OF 60.32 FEET, A CHORD WHICH BEARS NORTH $38^{\circ}55'17''$ EAST, AND A CHORD LENGTH OF 60.23 FEET TO A POINT; THENCE CONTINUE ALONG SAID FUTURE RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 146.72 FEET, AN ARC LENGTH OF 49.01 FEET, A CHORD WHICH BEARS NORTH $50^{\circ}27'25''$ EAST, AND A CHORD LENGTH OF 48.78 FEET TO A 1/2" REBAR SET AT THE SOUTHERLY CORNER OF THE MITERED RIGHT-OF-WAY INTERSECTION OF THE NORTHERLY FUTURE RIGHT-OF-WAY OF DAVIS ROAD (80 FOOT RIGHT-OF-WAY) AND THE WESTERLY FUTURE RIGHT-OF-WAY OF LESTER ROAD (100 FOOT RIGHT-OF-WAY); THENCE NORTH $28^{\circ}51'43''$ EAST A DISTANCE OF 32.74 FEET TO A 1/2" REBAR SET AT THE NORTHERLY CORNER OF THE MITERED RIGHT-OF-WAY INTERSECTION OF THE FUTURE RIGHTS-OF-WAY OF DAVIS ROAD AND LESTER ROAD; THENCE ALONG THE FUTURE RIGHT-OF-WAY OF LESTER ROAD ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2777.07 FEET, AN ARC LENGTH OF 25.09 FEET, A CHORD WHICH BEARS NORTH $05^{\circ}44'44''$ WEST, AND A CHORD LENGTH OF 25.09 FEET TO A 1/2" REBAR SET; THENCE CONTINUE ALONG SAID FUTURE RIGHT-OF-WAY ALONG CURVE TO THE RIGHT HAVING A RADIUS OF 2777.07 FEET, AN ARC LENGTH OF 25.38 FEET, A CHORD WHICH BEARS NORTH $05^{\circ}13'30''$ WEST, AND A CHORD LENGTH OF 25.38 FEET TO A POINT; THENCE CONTINUE ALONG SAID FUTURE RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25015.03 FEET, AN ARC LENGTH OF 75.56 FEET, A CHORD WHICH BEARS NORTH $03^{\circ}55'39''$ WEST, AND A CHORD LENGTH OF 75.56 FEET TO A 1/2" REBAR SET; THENCE LEAVING SAID FUTURE RIGHT-OF-WAY SOUTH $88^{\circ}55'03''$ EAST A DISTANCE OF 19.79 FEET TO A 1/2" REBAR FOUND ON THE EXISTING RIGHT-OF-WAY OF LESTER ROAD (60 FOOT RIGHT-OF-WAY); THENCE ALONG SAID EXISTING RIGHT-OF-WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 24995.00 FEET, AN ARC LENGTH OF 73.64 FEET, A CHORD WHICH BEARS SOUTH $04^{\circ}09'02''$ EAST, AND A CHORD LENGTH OF 73.64 FEET TO A POINT; THENCE CONTINUE ALONG SAID EXISTING RIGHT-OF-WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2757.07 FEET, AN ARC LENGTH OF 75.74 FEET, A CHORD WHICH BEARS SOUTH $05^{\circ}45'13''$ EAST, AND A CHORD LENGTH OF 75.73 FEET TO A POINT AT THE INTERSECTION OF THE EXISTING RIGHTS-OF-WAY OF DAVIS ROAD AND LESTER ROAD AND THE **TRUE POINT OF BEGINNING**; SAID TRACT BEING SHOWN AS A RIGHT-OF-WAY DEDICATION CONTAINING 0.12 ACRES MORE OR LESS ON THE MINOR FINAL PLAT OF RABAI ACRES BY W.D. GRAY AND ASSOCIATES, INC.

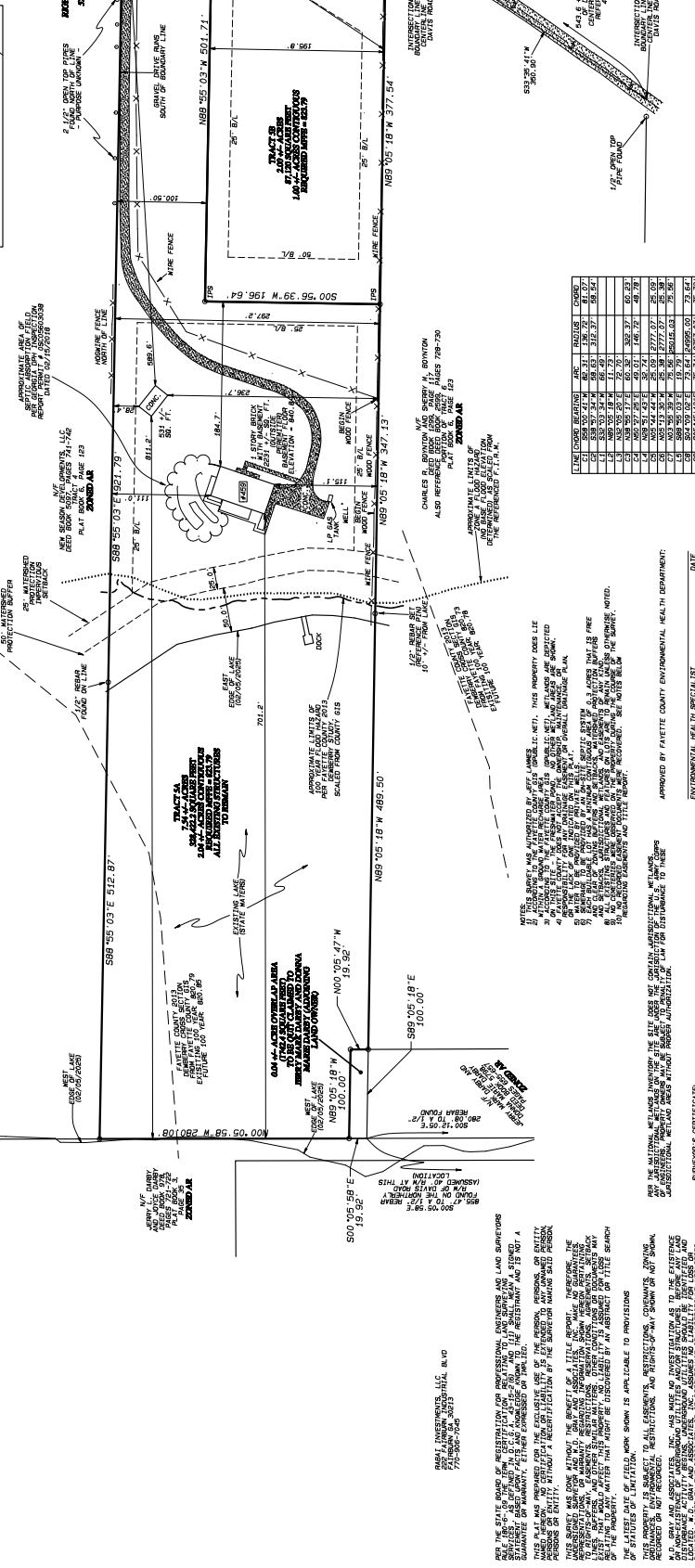


MINOR FINAL PLAT OF RABAL ACRES

CURRENTLY ZONED R-100, 100' R/W DEDICATION TO CREATE 100' R/W AT THIS LOCATION
ORIGINALLY RECORDED AS TRACTS IN PLAT BOOK 6, PAGES 125

AREA: 2.00 ACRES
TRACT 1A: 1.00 ACRES
TRACT 2A: 1.00 ACRES
TOTAL: 2.00 ACRES
CURRENTLY ZONED R-100, 100' R/W DEDICATION TO CREATE 100' R/W AT THIS LOCATION
ORIGINALLY RECORDED AS TRACTS IN PLAT BOOK 6, PAGES 125

1. The purpose of this plat is to show the location of the property within the context of surrounding roads and landmarks. The property is located on the east side of Lester Road, south of Davis Road. The property is bounded by Lester Road to the north, Davis Road to the east, and an easement to the south. The property is shown as two tracts, Tract 1A and Tract 2A, each measuring 1.00 acre. The total area is 2.00 acres. The property is currently zoned R-100, which requires a 100-foot right-of-way dedication to create a 100-foot right-of-way at this location. The property is shown as two tracts, Tract 1A and Tract 2A, each measuring 1.00 acre. The total area is 2.00 acres. The property is currently zoned R-100, which requires a 100-foot right-of-way dedication to create a 100-foot right-of-way at this location.



LINE	CHORD BEARING	ARC	ANGLE	CHORD
1	N 89° 05' 18" E	100.00	90.00	100.00
2	S 89° 05' 18" E	100.00	90.00	100.00
3	E 89° 05' 18" E	100.00	90.00	100.00
4	N 89° 05' 18" E	100.00	90.00	100.00
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27	E 89° 05' 18" E	100.00	90.00	100.00
28	N 89° 05' 18" E	100.00	90.00	100.00
29	S 89° 05' 18" E	100.00	90.00	100.00
30	E 89° 05' 18" E	100.00	90.00	100.00
31	N 89° 05' 18" E	100.00	90.00	100.00
32	S 89° 05' 18" E	100.00	90.00	100.00
33	E 89° 05' 18" E	100.00	90.00	100.00
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39	E 89° 05' 18" E	100.00	90.00	100.00
40	N 89° 05' 18" E	100.00	90.00	100.00
41	S 89° 05' 18" E	100.00	90.00	100.00
42	E 89° 05' 18" E	100.00	90.00	100.00
43	N 89° 05' 18" E	100.00	90.00	100.00
44	S 89° 05' 18" E	100.00	90.00	100.00
45	E 89° 05' 18" E	100.00	90.00	100.00
46	N 89° 05' 18" E	100.00	90.00	100.00
47	S 89° 05' 18" E	100.00	90.00	100.00
48	E 89° 05' 18" E	100.00	90.00	100.00
49	N 89° 05' 18" E	100.00	90.00	100.00
50	S 89° 05' 18" E	100.00	90.00	100.00
51	E 89° 05' 18" E	100.00	90.00	100.00
52	N 89° 05' 18" E	100.00	90.00	100.00
53	S 89° 05' 18" E	100.00	90.00	100.00
54	E 89° 05' 18" E	100.00	90.00	100.00
55	N 89° 05' 18" E	100.00	90.00	100.00
56	S 89° 05' 18" E	100.00	90.00	100.00
57	E 89° 05' 18" E	100.00	90.00	100.00
58	N 89° 05' 18" E	100.00	90.00	100.00
59	S 89° 05' 18" E	100.00	90.00	100.00
60	E 89° 05' 18" E	100.00	90.00	100.00
61	N 89° 05' 18" E	100.00	90.00	100.00
62	S 89° 05' 18" E	100.00	90.00	100.00
63	E 89° 05' 18" E	100.00	90.00	100.00
64	N 89° 05' 18" E	100.00	90.00	100.00
65	S 89° 05' 18" E	100.00	90.00	100.00
66	E 89° 05' 18" E	100.00	90.00	100.00
67	N 89° 05' 18" E	100.00	90.00	100.00
68	S 89° 05' 18" E	100.00	90.00	100.00
69	E 89° 05' 18" E	100.00	90.00	100.00
70	N 89° 05' 18" E	100.00	90.00	100.00
71	S 89° 05' 18" E	100.00	90.00	100.00
72	E 89° 05' 18" E	100.00	90.00	100.00
73	N 89° 05' 18" E	100.00	90.00	100.00
74	S 89° 05' 18" E	100.00	90.00	100.00
75	E 89° 05' 18" E	100.00	90.00	100.00
76	N 89° 05' 18" E	100.00	90.00	100.00
77	S 89° 05' 18" E	100.00	90.00	100.00
78	E 89° 05' 18" E	100.00	90.00	100.00
79	N 89° 05' 18" E	100.00	90.00	100.00
80	S 89° 05' 18" E	100.00	90.00	100.00
81	E 89° 05' 18" E	100.00	90.00	100.00
82	N 89° 05' 18" E	100.00	90.00	100.00
83	S 89° 05' 18" E	100.00	90.00	100.00
84	E 89° 05' 18" E	100.00	90.00	100.00
85	N 89° 05' 18" E	100.00	90.00	100.00
86	S 89° 05' 18" E	100.00	90.00	100.00
87	E 89° 05' 18" E	100.00	90.00	100.00
88	N 89° 05' 18" E	100.00	90.00	100.00
89	S 89° 05' 18" E	100.00	90.00	100.00
90	E 89° 05' 18" E	100.00	90.00	100.00
91	N 89° 05' 18" E	100.00	90.00	100.00
92	S 89° 05' 18" E	100.00	90.00	100.00
93	E 89° 05' 18" E	100.00	90.00	100.00
94	N 89° 05' 18" E	100.00	90.00	100.00
95	S 89° 05' 18" E	100.00	90.00	100.00
96	E 89° 05' 18" E	100.00	90.00	100.00
97	N 89° 05' 18" E	100.00	90.00	100.00
98	S 89° 05' 18" E	100.00	90.00	100.00
99	E 89° 05' 18" E	100.00	90.00	100.00
100	N 89° 05' 18" E	100.00	90.00	100.00

NOTES:
1. THE PROPERTY IS SHOWN AS TWO TRACTS, TRACT 1A AND TRACT 2A, EACH MEASURING 1.00 ACRE. THE TOTAL AREA IS 2.00 ACRES.
2. THE PROPERTY IS CURRENTLY ZONED R-100, WHICH REQUIRES A 100-FOOT RIGHT-OF-WAY DEDICATION TO CREATE A 100-FOOT RIGHT-OF-WAY AT THIS LOCATION.
3. THE PROPERTY IS SHOWN AS TWO TRACTS, TRACT 1A AND TRACT 2A, EACH MEASURING 1.00 ACRE. THE TOTAL AREA IS 2.00 ACRES.
4. THE PROPERTY IS CURRENTLY ZONED R-100, WHICH REQUIRES A 100-FOOT RIGHT-OF-WAY DEDICATION TO CREATE A 100-FOOT RIGHT-OF-WAY AT THIS LOCATION.
5. THE PROPERTY IS SHOWN AS TWO TRACTS, TRACT 1A AND TRACT 2A, EACH MEASURING 1.00 ACRE. THE TOTAL AREA IS 2.00 ACRES.
6. THE PROPERTY IS CURRENTLY ZONED R-100, WHICH REQUIRES A 100-FOOT RIGHT-OF-WAY DEDICATION TO CREATE A 100-FOOT RIGHT-OF-WAY AT THIS LOCATION.
7. THE PROPERTY IS SHOWN AS TWO TRACTS, TRACT 1A AND TRACT 2A, EACH MEASURING 1.00 ACRE. THE TOTAL AREA IS 2.00 ACRES.
8. THE PROPERTY IS CURRENTLY ZONED R-100, WHICH REQUIRES A 100-FOOT RIGHT-OF-WAY DEDICATION TO CREATE A 100-FOOT RIGHT-OF-WAY AT THIS LOCATION.
9. THE PROPERTY IS SHOWN AS TWO TRACTS, TRACT 1A AND TRACT 2A, EACH MEASURING 1.00 ACRE. THE TOTAL AREA IS 2.00 ACRES.
10. THE PROPERTY IS CURRENTLY ZONED R-100, WHICH REQUIRES A 100-FOOT RIGHT-OF-WAY DEDICATION TO CREATE A 100-FOOT RIGHT-OF-WAY AT THIS LOCATION.

APPROVED BY FAJETTE COUNTY ENVIRONMENTAL HEALTH DEPARTMENT:
DATE: _____
APPROVED BY FAJETTE COUNTY ENVIRONMENTAL MANAGEMENT DEPARTMENT:
DATE: _____
APPROVED BY FAJETTE COUNTY ZONING ADMINISTRATION:
DATE: _____
APPROVED BY FAJETTE COUNTY ENGINEERING DEPARTMENT:
DATE: _____
APPROVED BY FAJETTE COUNTY FIRE MARSHAL:
DATE: _____
APPROVED BY FAJETTE COUNTY PLANNING AND ZONING DEPARTMENT:
DATE: _____
APPROVED BY FAJETTE COUNTY SECRETARY/DEPUTY SECRETARY:
DATE: _____

PREPARED FOR:
RABAL INVESTMENTS, LLC
LAND LOT 65, 5TH DISTRICT
SCALE: 1" = 60'
DATE OF FIELD WORK: 02/20/2025
DATE OF DRAFTING: 02/21/2025

W.D. GRAY
Land Surveyors - Planners
550 Greendale Road Suite B Tyrone, 30590
PH: 770-485-7592
FAX: 770-485-0066

AND ASSOCIATES, INC. LSF000701

100' R/W DEDICATION TO CREATE 100' R/W AT THIS LOCATION

100' R/W DEDICATION TO CREATE 100' R/W AT THIS LOCATION

100' R/W DEDICATION TO CREATE 100' R/W AT THIS LOCATION

100' R/W DEDICATION TO CREATE 100' R/W AT THIS LOCATION

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100' R/W DEDICATION TO CREATE 100' R/W AT THIS LOCATION

100' R/W DEDICATION TO CREATE 100' R/W AT THIS LOCATION

100' R/W DEDICATION TO CREATE 100' R/W AT THIS LOCATION

COUNTY AGENDA REQUEST

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Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval to accept the newly constructed internal local roads known as Huntcliff Drive, Bent Willow Lane, Laurel Crest Drive, and Longwood Drive, as shown on the Final Plat of Huntcliff Manor - Phase I, recorded June 11, 2024, in Plat Book 101, Pages 650-655 and the Right of Way Deed, dated June 27, 2024, per Fayette County Code requirements.

Background/History/Details:

The applicant, Fayette Huntcliff developers, LLC, created a new subdivision, Huntcliff Manor - Phase I, located off Ebenezer Church Road, Fayetteville GA.

The applicant prepared the Final Plat of Huntcliff Manor - Phase I, recorded 06/11/2024 in Plat Book 101, Pages 650-655 and the Right of Way Deed, dated June 27, 2024, showing newly constructed internal local roads known as Huntcliff Drive, Bent Willow Lane, Laurel Crest Drive, and Longwood Drive, to meet the requirements per Fayette County code, Chapter 104 ARTICLE III - Street Design Standards and Specifications, Section 104-52 (b);(c) - Right of Way, Article XV. - Subdivision Regulations Sec. 104-595 (2)(k). and Sec. 104-596 (c);(32).

What action are you seeking from the Board of Commissioners?

Approval to accept the newly constructed internal local roads known as Huntcliff Drive, Bent Willow Lane, Laurel Crest Drive, and Longwood Drive, as shown on the Final Plat of Huntcliff Manor - Phase I, recorded June 11, 2024, in Plat Book 101, Pages 650-655 and the Right of Way Deed, dated June 27, 2024, per Fayette County Code requirements.

If this item requires funding, please describe:

No funding is required.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

TPIN: 0703 023, 0702 005 \$ 0703 016

Prepared by and return to:

SWH
Lefkoff, Duncan, Grimes, McSwain, Hass & Hanley, PC
3715 Northside Parkway, NW
Building 300, Suite 600
Atlanta, Georgia 30327

STATE OF GEORGIA
COUNTY OF Fayette

RIGHT OF WAY DEED

THIS INDENTURE, made this 27th day of June, 2024 between **FAYETTE HUNTCLIFF DEVELOPERS, LLC, a Georgia limited liability company** ("Grantor"), and **FAYETTE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA** ("Grantee") (the terms Grantor and Grantee to include their respective successors and assigns).

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other valuable consideration, in hand paid at the delivery of these presents, the receipt of which is hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto Grantee, the real property located in Land Lots 29 & 30 of the 7th District of Fayette County, Georgia, more particularly described in "Exhibit A" attached hereto and hereby made a part hereof (the "Property").

TO HAVE AND TO HOLD the said 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, in FEE SIMPLE.

AND, SUBJECT TO any utility easements, encumbrances other matters of record which have been granted prior to the recording of this deed, if any, and any matters shown on the

subdivision plat recorded against the Property , Grantor will warrant and forever defend the right and title to the Property unto Grantee against the lawful claims of all persons whomsoever.

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


GRANTOR:

**FAYETTE HUTCLIFF DEVELOPERS, LLC, a
Georgia limited liability company**

By:  (SEAL)
Richard Ferry, Manager

Sworn to and subscribed before me.
This 27 day of June,
2024.


Witness


Notary Public

[Notary Seal]

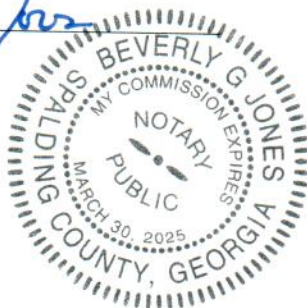


EXHIBIT A

LEGAL DESCRIPTION
RIGHT-OF-WAY
FAYETTE COUNTY, GEORGIA

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 29 & 30 OF THE 7TH DISTRICT OF FAYETTE COUNTY, CONTAINING 6.44 ACRES (280,667 SQ. FT.) SHOWN AS HUNTCLIFF DRIVE, BENT WILLOW LANE, LAUREL CREST DRIVE, AND LONGWOOD DRIVE ON THE FINAL PLAT OF HUNTCLIFF MANOR – PHASE ONE PREPARED BY MOORE BASS CONSULTING, INC. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT WHERE THE NORTHERLY RIGHT-OF-WAY OF EBENEZER CHURCH ROAD (80' R/W) INTERSECTS THE WESTERLY RIGHT-OF-WAY OF MARTHA'S COVE (60' R/W); THENCE ALONG SAID RIGHT-OF-WAY OF EBENEZER CHURCH ROAD A DISTANCE OF 1,044.50 FEET, MORE OR LESS, TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

THENCE FROM ESTABLISHED POINT OF BEGINNING, N 53° 14' 00" W, A DISTANCE OF 80.00 FEET TO A POINT; THENCE N 36° 47' 10" E, A DISTANCE OF 100.00 FEET TO A POINT; THENCE N 42° 31' 31" E, A DISTANCE OF 100.00 FEET TO A POINT; THENCE N 36° 47' 10" E, A DISTANCE OF 160.16 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 368.65 FEET (SAID ARC HAVING A RADIUS OF 295.00 FEET AND BEING SUBTENDED BY A CHORD BEARING N 00° 59' 10" E, WITH A CHORD DISTANCE OF 345.12 FEET) TO A POINT; THENCE N 34° 48' 50" W, A DISTANCE OF 60.78 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 40.72 FEET (SAID ARC HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING N 81° 28' 39" W, WITH A CHORD DISTANCE OF 36.37 FEET) TO A POINT; THENCE S 51° 51' 33" W, A DISTANCE OF 178.96 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 31.81 FEET (SAID ARC HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S 15° 24' 40.8" W, WITH A CHORD DISTANCE OF 29.70 FEET) TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 264.83 FEET (SAID ARC HAVING A RADIUS OF 60.00 FEET AND BEING SUBTENDED BY A CHORD BEARING N 74° 35' 19" W, WITH A CHORD DISTANCE OF 96.53 FEET) TO A POINT; THENCE N 51° 51' 33" E, A DISTANCE OF 266.59 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 37.82 FEET (SAID ARC HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING N 08° 31' 22" E, WITH A CHORD DISTANCE OF 34.31 FEET) TO A POINT; THENCE N 34° 48' 49" W, A DISTANCE OF 28.31 FEET TO A POINT; THENCE ALONG THE ARC OF A

CURVE TO THE RIGHT, A DISTANCE OF 291.42 FEET (SAID ARC HAVING A RADIUS OF 480.00 FEET AND BEING SUBTENDED BY A CHORD BEARING N 17° 25' 15" W, WITH A CHORD DISTANCE OF 286.97 FEET) TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 36.19 FEET (SAID ARC HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING N 41° 29' 48" W, WITH A CHORD DISTANCE OF 33.11 FEET) TO A POINT; THENCE N 82° 57' 57" W, A DISTANCE OF 28.38 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 86.31 FEET (SAID ARC HAVING A RADIUS OF 205.00 FEET AND BEING SUBTENDED BY A CHORD BEARING N 71° 40' 16" W, WITH A CHORD DISTANCE OF 85.67 FEET) TO A POINT; THENCE N 59° 36' 37" W, A DISTANCE OF 118.76 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 21.68 FEET (SAID ARC HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING N 84° 27' 00" W, WITH A CHORD DISTANCE OF 21.00 FEET) TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 292.54 FEET (SAID ARC HAVING A RADIUS OF 60.00 FEET AND BEING SUBTENDED BY A CHORD BEARING N 30° 23' 23" E, WITH A CHORD DISTANCE OF 77.65 FEET) TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 21.68 FEET (SAID ARC HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S 34° 46' 13" E, WITH A CHORD DISTANCE OF 21.00 FEET) TO A POINT; THENCE S 59° 36' 37" E, A DISTANCE OF 118.76 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 61.05 FEET (SAID ARC HAVING A RADIUS OF 145.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S 71° 40' 16" E, WITH A CHORD DISTANCE OF 60.60 FEET) TO A POINT; THENCE S 82° 58' 36" E, A DISTANCE OF 27.64 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 36.89 FEET (SAID ARC HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING N 54° 45' 03" E, WITH A CHORD DISTANCE OF 33.63 FEET) TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 98.48 FEET (SAID ARC HAVING A RADIUS OF 480.00 FEET AND BEING SUBTENDED BY A CHORD BEARING N 18° 21' 23" E, WITH A CHORD DISTANCE OF 98.31 FEET) TO A POINT; THENCE N 24° 14' 02" E, A DISTANCE OF 651.18 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 197.01 FEET (SAID ARC HAVING A RADIUS OF 350.00 FEET AND BEING SUBTENDED BY A CHORD BEARING N 08° 06' 30" E, WITH A CHORD DISTANCE OF 194.42 FEET) TO A POINT; THENCE N 08° 01' 03" W, A DISTANCE OF 80.92 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 39.27 FEET (SAID ARC HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY A CHORD BEARING N 53° 01' 03" W, WITH A CHORD DISTANCE OF 35.36 FEET) TO A POINT; THENCE S 81° 58' 58" W, A DISTANCE OF 25.00 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 29.28 FEET (SAID ARC HAVING A RADIUS OF 205.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S 86° 04' 28" W, WITH A CHORD DISTANCE OF 29.26 FEET) TO A POINT;

THENCE N 89° 50' 02" W, A DISTANCE OF 197.72 FEET TO A POINT;
 THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF
 21.68 FEET (SAID ARC HAVING A RADIUS OF 25.00 FEET AND BEING
 SUBTENDED BY A CHORD BEARING S 65° 19' 35" W, WITH A CHORD
 DISTANCE OF 21.00 FEET) TO A POINT; THENCE ALONG THE ARC OF A
 CURVE TO THE RIGHT, A DISTANCE OF 292.54 FEET (SAID ARC HAVING
 A RADIUS OF 60.00 FEET AND BEING SUBTENDED BY A CHORD BEARING
 N 00° 09' 58" E, WITH A CHORD DISTANCE OF 77.65 FEET) TO A POINT;
 THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF
 21.68 FEET (SAID ARC HAVING A RADIUS OF 25.00 FEET AND BEING
 SUBTENDED BY A CHORD BEARING S 64° 59' 38" E, WITH A CHORD
 DISTANCE OF 21.00 FEET) TO A POINT; THENCE S 89° 50' 02" E, A
 DISTANCE OF 197.72 FEET TO A POINT; THENCE ALONG THE ARC OF A
 CURVE TO THE LEFT, A DISTANCE OF 20.71 FEET (SAID ARC HAVING A
 RADIUS OF 145.00 FEET AND BEING SUBTENDED BY A CHORD BEARING
 N 86° 04' 28" E, WITH A CHORD DISTANCE OF 20.69 FEET) TO A POINT;
 THENCE N 81° 58' 58" E, A DISTANCE OF 25.00 FEET TO A POINT; THENCE
 ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 39.27 FEET
 (SAID ARC HAVING A RADIUS OF 25.00 FEET AND BEING SUBTENDED BY
 A CHORD BEARING N 36° 58' 58" E, WITH A CHORD DISTANCE OF 35.36
 FEET) TO A POINT; THENCE N 08° 01' 03" W, A DISTANCE OF 26.78 FEET
 TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A
 DISTANCE OF 311.05 FEET (SAID ARC HAVING A RADIUS OF 500.00 FEET
 AND BEING SUBTENDED BY A CHORD BEARING N 25° 50' 21" W, WITH A
 CHORD DISTANCE OF 306.06 FEET) TO A POINT; THENCE N 43° 39' 39" W,
 A DISTANCE OF 315.84 FEET TO A POINT; THENCE ALONG THE ARC OF A
 CURVE TO THE RIGHT, A DISTANCE OF 69.81 FEET (SAID ARC HAVING A
 RADIUS OF 216.85 FEET AND BEING SUBTENDED BY A CHORD BEARING
 N 34° 26' 19" W, WITH A CHORD DISTANCE OF 69.51 FEET) TO A POINT;
 THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF
 44.22 FEET (SAID ARC HAVING A RADIUS OF 558.98 FEET AND BEING
 SUBTENDED BY A CHORD BEARING N 20° 57' 37" W, WITH A CHORD
 DISTANCE OF 44.21 FEET) TO A POINT; THENCE N 70° 21' 37" E, A
 DISTANCE OF 60.04 FEET TO A POINT; THENCE ALONG THE ARC OF A
 CURVE TO THE LEFT, A DISTANCE OF 30.78 FEET (SAID ARC HAVING A
 RADIUS OF 347.53 FEET AND BEING SUBTENDED BY A CHORD BEARING
 S 19° 53' 54" E, WITH A CHORD DISTANCE OF 30.77 FEET) TO A POINT;
 THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF
 58.10 FEET (SAID ARC HAVING A RADIUS OF 156.85 FEET AND BEING
 SUBTENDED BY A CHORD BEARING S 33° 02' 54" E, WITH A CHORD
 DISTANCE OF 57.77 FEET) TO A POINT; THENCE S 43° 39' 39" E, A
 DISTANCE OF 335.13 FEET TO A POINT; THENCE ALONG THE ARC OF A
 CURVE TO THE RIGHT, A DISTANCE OF 311.05 FEET (SAID ARC HAVING
 A RADIUS OF 500.00 FEET AND BEING SUBTENDED BY A CHORD
 BEARING S 25° 50' 21" E, WITH A CHORD DISTANCE OF 306.06 FEET) TO A
 POINT; THENCE S 08° 01' 03" E, A DISTANCE OF 254.34 FEET TO A POINT;
 THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF
 197.01 FEET (SAID ARC HAVING A RADIUS OF 350.00 FEET AND BEING

SUBTENDED BY A CHORD BEARING S 08° 06' 30" W, WITH A CHORD DISTANCE OF 194.42 FEET) TO A POINT; THENCE S 24° 14' 02" W, A DISTANCE OF 668.53 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, A DISTANCE OF 432.84 FEET (SAID ARC HAVING A RADIUS OF 420.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S 05° 17' 24" E, WITH A CHORD DISTANCE OF 413.94 FEET) TO A POINT; THENCE S 34° 48' 49.4" E, A DISTANCE OF 78.26 FEET TO A POINT; THENCE S 34° 48' 49" E, A DISTANCE OF 121.02 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 443.63 FEET (SAID ARC HAVING A RADIUS OF 355.00 FEET AND BEING SUBTENDED BY A CHORD BEARING S 00° 59' 10" W, WITH A CHORD DISTANCE OF 415.32 FEET) TO A POINT; THENCE S 36° 47' 10" W, A DISTANCE OF 160.13 FEET TO A POINT; THENCE S 31° 02' 49" W, A DISTANCE OF 100.00 FEET TO A POINT; THENCE S 36° 47' 10" W, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

AREA CONTAINING 0.04 ACRES (1,564 SQ. FT.) SHOWN AS "OPEN SPACE #7" ON THE FINAL PLAT OF HUNTCLIFF MANOR – PHASE ONE:

COMMENCE AT A POINT WHERE THE NORTHERLY RIGHT-OF-WAY OF EBENEZER CHURCH ROAD (80' R/W) INTERSECTS THE WESTERLY RIGHT-OF-WAY OF MARTHA'S COVE (60' R/W); THENCE ALONG SAID RIGHT-OF-WAY OF EBENEZER CHURCH ROAD A DISTANCE OF 1,044.50 FEET, MORE OR LESS, TO A POINT; THENCE N 36° 20' 18" W A DISTANCE OF 32.40 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

THENCE FROM ESTABLISHED POINT OF BEGINNING, ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 11.85 FEET (SAID ARC HAVING A RADIUS OF 7.30 FEET AND BEING SUBTENDED BY A CHORD BEARING S 83° 13' 48.8" W, WITH A CHORD DISTANCE OF 10.59 FEET) TO A POINT; THENCE N 50° 16' 09.9" W, A DISTANCE OF 3.73 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 10.28 FEET (SAID ARC HAVING A RADIUS OF 6.78 FEET AND BEING SUBTENDED BY A CHORD BEARING N 06° 50' 33.0" W, WITH A CHORD DISTANCE OF 9.32 FEET) TO A POINT; THENCE N 36° 35' 03.9" E, A DISTANCE OF 75.86 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 10.22 FEET (SAID ARC HAVING A RADIUS OF 6.62 FEET AND BEING SUBTENDED BY A CHORD BEARING N 80° 48' 08.9" E, WITH A CHORD DISTANCE OF 9.23 FEET) TO A POINT; THENCE S 54° 58' 46.2" E, A DISTANCE OF 5.02 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, A DISTANCE OF 10.24 FEET (SAID ARC HAVING A RADIUS OF 6.40 FEET AND BEING SUBTENDED BY A CHORD BEARING S 09° 07' 29.4" E, WITH A CHORD DISTANCE OF 9.18 FEET) TO A POINT; THENCE S 36° 43' 47.5" W, A DISTANCE OF 75.90 FEET TO THE POINT OF BEGINNING.

COUNTY AGENDA REQUEST

Page 253 of 461

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval to accept the right-of-way dedication known as "10' Right-of-Way Dedication Strip 0.9653 AC," as per the Minor Final Plat for QTS Fayetteville I, LLC recorded in Plat Book 101, Page 656 and the Quitclaim Deed dated February 20, 2025, recorded in Deed Book 5814, Pages 250-254.

Background/History/Details:

The applicant, QTS Fayetteville I, LLC, is constructing 400,000 SF of office space and 6,600,000 SF of data center in 16 buildings on a 615 acre site off of Tyrone Road and Highway 54 in the City of Fayetteville in Fayette County (per DRI 3813).

The applicant prepared the Right-of-Way Dedication Plat and quitclaim deed showing "10' Right-of-Way Dedication Strip 0.9653 AC" as per the Minor Final Plat for QTS Fayetteville I, LLC recorded in Plat Book 101, Page 656 and the Quitclaim Deed dated February 20, 2025, recorded in Deed Book 5814, Pages 250-254, 0.9653 acres of new right of way being dedicated to Fayette County to increase the right of way along the parcel frontage of the Tyrone Road.

What action are you seeking from the Board of Commissioners?

Approval to accept the right-of-way dedication known as "10' Right-of-Way Dedication Strip 0.9653 AC," as per the Minor Final Plat for QTS Fayetteville I, LLC recorded in Plat Book 101, Page 656 and the Quitclaim Deed dated February 20, 2025, recorded in Deed Book 5814, Pages 250-254.

If this item requires funding, please describe:

No funding is required.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

BK 5814 PG 250 - 254

After Recording Return To:

**Fayette County Environmental Management
140 Stonewall Ave West, Suite 203
Fayetteville, GA 30214**

STATE OF GEORGIA

COUNTY OF FAYETTE

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 20th day of February 2015, by and between QTS Fayetteville I, LLC, a Delaware limited liability company, hereinafter referred to as "GRANTOR", as property owner of certain land in the County of Fayette (Deed Book 5526, Page 85, in the Deed Records of Fayette County) and Fayette County, a political subdivision of the State of Georgia, hereinafter referred to as "GRANTEE" (GRANTOR and GRANTEE to include their respective heirs, successors and assigns where the context requires or permits).

WITNESS THAT: GRANTOR, for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, alienated, conveyed, and confirmed, and by these presents does hereby grant, bargain, sell, alienate, convey and forever quitclaim unto the said GRANTEE the following property:

ALL that tract or parcel of land lying and being in Land Lots 41 and 42 of the

7th District of Fayette County, Georgia within the 0.9653 acre tract more particularly depicted and described in Exhibit "A" attached hereto (the "PROPERTY").

Said Exhibit "A" is, by this reference incorporated herein and made a part hereof. This instrument shall be binding upon the heirs, successors and assigns of the GRANTOR herein, and shall inure to the benefit of the successors in interest of the GRANTEE herein.

TO HAVE AND TO HOLD the PROPERTY, together with all and singular the rights, members and appurtenances thereof, so that neither GRANTOR nor any persons claiming under GRANTOR shall at any time, by any means or ways have claim or demand any right or title to the Property or its appurtenances, or any rights thereof.

IN **WITNESS, WHEREOF**, the GRANTOR has signed and sealed this Quitclaim Deed on the day and year first above written.

GRANTOR

Signed, sealed and delivered in the presence of:

Witness

Tiffini L. Waddell
Notary Public (SEAL)

QTS Fayetteville I, LLC, a Delaware limited liability company

By: Laney Marinich (SEAL)

Name: Laney Marinich

Title: EVP Development

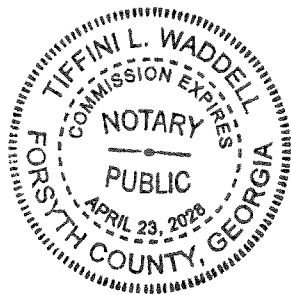


EXHIBIT A

Legal Description of the Property
 10' Right-of-Way Dedication Strip to Fayette County

All that tract or parcel of land lying and being located in Land Lots 41 & 42 of the 7th District of Fayette County, located within the City Limits of Fayetteville, Georgia and being a portion of the lands of QTS Fayetteville I, LLC as described in a Deed dated July 1, 2022 and recorded among the Land Records of Fayette County, Georgia in Book 5526, Page 85, and being more particularly described as follows:

To find the point of beginning, COMMENCE at a ½" rebar found on the west right-of-way line of Veterans Parkway and the intersection of the northern boundary of Land Lot 8; said point also being the southwest corner of the property conveyed to Trilith South LLC as described in a deed dated August 23, 2022 and recorded in Book 5533, Page 13, Fayette County records; said point having a George Grid North, NAD 83, West Zone coordinate value of N: 1256442.8660 E: 2190576.5795; thence running for a tie line along said northern boundary of Land Lot 8, North 88°40'33" West 1309.96 feet to a tractor blade found at the common corner of Land Lot 8, 9, 24 & 25; said point having a Georgia Grid North, NAD 83, West Zone coordinate value of N: 1256473.1363 E: 2189266.9684; thence running with the northern boundary line of Land Lot 25 and the said Trilith South LLC property, North 89°05'45" West 1996.34 feet to a ½" rebar found; thence continuing North 89°05'45" West 899.00 feet to a point located at the center of a creek, located on the southwest corner of said Trilith South LLC property; Thence continuing to run with the northern boundary of said Land Lot 25, North 89°05'55" West 235.17 feet to an axle found at the common corner of Land Lots 24, 25, 40 and 41; thence running with the northern boundary of Land Lot 40, North 88°31'36" West 734.63 feet to a ½" open top pipe found in a rock pile located on the northeast corner of the property line of Jan A. Hutto; thence running with the northern boundary of said Land Lot 40, the Hutto property and the property conveyed to Flat Creek and Tyrone Road LLC property as described in Book 5571, Page 84, Fayette County records, North 89°40'30" West, 838.87 feet to a 1½" open top pipe found next to a 42" Oak; Thence running with said Flat Creek and Tyrone Road, LLC property, North 00°40'55" West, 260.41 feet to a ¾" open top pipe found Thence running with the conveyance to Flat Creek and Tyrone Road LLC property as described in Book 5571, Page 721, Fayette County records, North 00°15'57" East, 414.31 feet to a 1" open top pipe found; Thence running with said property North 84°13'30" West, 504.77 feet to a 1" open top pipe found on the southerly right-of-way line of Flat Creek Trail; said point being the true POINT OF BEGINNING; thence running with said southerly right-of-way line, North 40°10'13" East, 1440.28 feet to a point; Thence, 535.56 feet along a curve to the left, having a radius of 1462.38 feet and being scribed by a chord bearing North 29°40'43" East, 532.58 feet to a point; Thence, North

19°11'13" East, 854.75 feet to a point; Thence, 521.29 feet along a curve to the left, having a radius of 1667.03 feet and being scribed by a chord bearing North 10°13'43" East, 519.17 feet to a point; Thence, North 01°16'13" East, 853.01 feet to a ½" rebar and cap set located on the southern boundary line of the property conveyed to Joseph Marschall in Book 1314, Page 738, Fayette County records; Thence running with said boundary, South 88°41'51" East, 10.00 feet to a point; Thence leaving said boundary line and running, South 01°16'13" West, 853.00 feet to a point; Thence, 515.12 feet along a curve to the right, having a radius of 1677.03 feet and being scribed by a chord bearing South 10°04'12" West, 513.10 feet to a point; Thence, 9.29 feet along a curve to the right, having a radius of 1677.03 feet and being scribed by a chord bearing South 19°01'42" West, 9.29 feet to a point; Thence, South 19°11'13" West, 854.75 feet to a point; Thence, 539.23 feet along a curve to the right, having a radius of 1472.38 feet and being scribed by a chord bearing South 29°40'43" West, 536.22 feet to a point; Thence, South 40°10'13" West, 1433.43 feet to a point located on the said Flat Creek and Tyrone Road, LLC property; thence running with said property line, North 84°13'30" West, 12.12 feet to a point and the true POINT OF BEGINNING.

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

Said tract contains 0.9653 acres (42,049 square feet), more or less, as shown in a survey prepared for Kimley Horn and Associates by POINT TO POINT LAND SURVEYORS, INC. dated February 21, 2024, and last revised on May 22, 2024.

COUNTY AGENDA REQUEST

Page 259 of 461

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval to accept the right-of-way dedication known as "Right-of-Way Dedication to Fayette County .07808 AC," as per the Right-of-Way Dedication Plat for QTS Fayetteville I, LLC recorded in Plat Book 101, Page 553 and the Quitclaim Deed dated March 13, 2025, recorded in Deed Book 5814, Pages 247-249.

Background/History/Details:

The applicant, QTS Fayetteville I, LLC, is constructing 400,000 SF of office space and 6,600,000 SF of data center in 16 buildings on a 615 acre site off of Tyrone Road and Highway 54 in the City of Fayetteville in Fayette County (per DRI 3813).

The applicant prepared the Right-of-Way Dedication Plat and quitclaim deed showing "Right-of-Way Dedication to Fayette County .07808 AC" as per the Right-of-Way Dedication Plat for QTS Fayetteville I, LLC recorded in Plat Book 101, Page 553 and the Quitclaim Deed dated March 13, 2025, recorded in Deed Book 5814, Pages 247-249, 0.7808 acres of new right of way being dedicated to Fayette County to increase the right of way along the parcel frontage of the Tyrone Road.

What action are you seeking from the Board of Commissioners?

Approval to accept the right-of-way dedication known as "Right-of-Way Dedication to Fayette County .07808 AC," as per the Right-of-Way Dedication Plat for QTS Fayetteville I, LLC recorded in Plat Book 101, Page 553 and the Quitclaim Deed dated March 13, 2025, recorded in Deed Book 5814, Pages 247-249.

If this item requires funding, please describe:

No funding is required.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

BK 5814 PG 247 - 249

After Recording Return To:

**Fayette County Environmental Management
140 Stonewall Ave West, Suite 203
Fayetteville, GA 30214**

Tax Parcel ID: 0704 051

STATE OF GEORGIA

COUNTY OF FAYETTE

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 13 day of March, 2025, by and between QTS Fayetteville I, LLC, a Delaware limited liability company, hereinafter referred to as "GRANTOR", as property owner of certain land in the County of Fayette (Deed Book 5526, Page 85 in the Deed Records of Fayette County) and Fayette County, a political subdivision of the State of Georgia, hereinafter referred to as "GRANTEE" (GRANTOR and GRANTEE to include their respective heirs, successors and assigns where the context requires or permits).

WITNESS THAT: GRANTOR, for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, alienated, conveyed, and confirmed, and by these presents does hereby grant, bargain, sell, alienate, convey and forever quitclaim unto the said GRANTEE the following property:

ALL that tract or parcel of land lying and being in Land Lots 25 and 40 of the 7th District of Fayette County, Georgia within the .7808 acre tract at the intersection of the northeast right-of-way line of Tyrone Road and the southern boundary line of said Lot 3, more particularly depicted and described in Exhibit "A" attached hereto (the "PROPERTY").

Said Exhibit "A" is, by this reference incorporated herein and made a part hereof. This

instrument shall be binding upon the heirs, successors and assigns of the GRANTOR herein, and shall inure to the benefit of the successors in interest of the GRANTEE herein.

TO HAVE AND TO HOLD the PROPERTY, together with all and singular the rights, members and appurtenances thereof, so that neither GRANTOR nor any persons claiming under GRANTOR shall at any time, by any means or ways have claim or demand any right or title to the Property or its appurtenances, or any rights thereof.

IN WITNESS, WHEREOF, the GRANTOR has signed and sealed this Quitclaim Deed on the day and year first above written.

Signed, sealed and delivered in the presence of:

Amie Mathews
Witness

Tiffini L. Waddell
Notary Public (SEAL)

GRANTOR

QTS Fayetteville I, LLC, a Delaware limited liability company

By: *Laney Marinich*
Name: Laney Marinich
Title: Executive Vice President, Development

My Commission Expires: 4-23-28

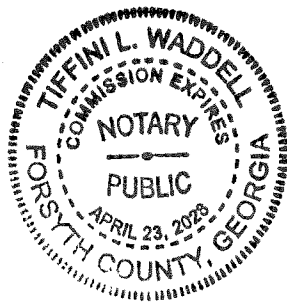


EXHIBIT A

Legal Description of the Property

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 25 and 40, 7th District, Fayette County, Georgia and being more particularly described as follows:

Commencing at a 1" open top pipe found on the division of Land Lot 25 and 26 of the 7th District of Fayette County, said point at the intersection of the northeast right-of-way line of Tyrone Road, a 60 foot wide public right-of-way and the southern boundary line of said Lot 3, said point having a Georgia Grid North, NAD 83, West Zone coordinate value of N: 1253510.7067 E: 2186720.4512, TRUE POINT OF BEGINNING;

Thence running with said right-of-way line, 863.38 feet along the arc of a curve to the left, having a radius of 1111.93 feet and being scribed by a chord bearing North 49°05'32" West, a distance of 841.85 feet to a ½" rebar found;

Thence North 70°32'35" West, a distance of 712.00 feet to an axle found;

Thence North 69°04'24" West, a distance of 70.80 feet to a ½" rebar found on the southwest corner of said Lot 3;

Thence running with part of said western boundary line; North 01°21'11" East, a distance of 10.76 feet to a point;

Thence leaving said western boundary line and running through said Lot 3, South 71°33'21" East, a distance of 805.64 feet to a point;

Thence, 658.12 feet along a curve to the right, having a radius of 999.00 feet and being scribed by a chord bearing South 52°40'59" East, a distance of 646.29 feet to a point;

Thence, South 33°48'37" East, a distance of 214.42 feet to a point located on said Land Lot Line and boundary line of said Lot 3; and

Thence running with said lines, North 89°10'24" West, a distance of 24.10 feet to a point; said point being the TRUE POINT OF BEGINNING.

Said tract containing 0.7808 acres.

Tax Parcel ID: 0704 051

COUNTY AGENDA REQUEST

Page 263 of 461

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval to accept the right-of-way dedication known as "Right of Way Dedication Tract 4,533 SQFT," shown on the Plat for Iris Williams, recorded in Plat Book 52, Page 117, and the Warranty Deed dated February 13, 2025, per Fayette County Code requirements.

Background/History/Details:

The applicant, Iris Williams as Trustee under the Williams Living Trust, wishes to dedicate sufficient land to create a 40 foot from centerline right-of-way at 1019 S. Jeff Davis Drive, Fayetteville GA.

The applicant prepared the Warranty Deed for "Right of Way Dedication Tract 4,533 SQFT" as per the Plat for Iris Williams, recorded in Plat Book 52, Page 117, dedicated to Fayette County to increase the right of way along the parcel frontage.

What action are you seeking from the Board of Commissioners?

Approval to accept the right-of-way dedication known as "Right of Way Dedication Tract 4,533 SQFT," shown on the Plat for Iris Williams, recorded in Plat Book 52, Page 117, and the Warranty Deed dated February 13, 2025, per Fayette County Code requirements.

If this item requires funding, please describe:

No funding is required.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Return Recorded Document to:
Fayette County Environmental Mgmt. Dept.
140 Stonewall Avenue, West, Suite 203
Fayetteville, Georgia 30214

STATE OF GEORGIA

COUNTY OF FAYETTE

WARRANTY DEED

THIS INDENTURE, made this 13th day of February 2025, by and between IRIS L. WILLIAMS, as himself, and as Trustee under the WILLIAMS LIVING TRUST, dated January 23, 2023, hereinafter referred to as "GRANTOR", as property owner(s) of certain land in the County of Fayette (Deed Book 5583, Pages 3-4, in the Deed Records of Fayette County); and FAYETTE COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as "GRANTEE" (GRANTOR and GRANTEE to include their respective heirs, successors and assigns where the context requires or permits).

WITNESS THAT: Grantor, for and in consideration of the sum of **TEN (\$10.00) DOLLARS** and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, alienated, conveyed, and confirmed, and by these presents does hereby grant, bargain, sell, alienate, convey and confirm unto the said Grantee the following:

ALL that tract or parcel of land lying and being in Land Lots 74 & 75 of the 5th Land District of Fayette County, Georgia within the 3-acre +/- more particularly depicted and described in Exhibit "A" attached hereto.

Said Exhibit "A" is, by this reference incorporated herein and made a part hereof. This instrument shall be binding upon the heirs, successors and assigns of the GRANTOR herein, and shall inure to the benefit of the successors in interest of the GRANTEE herein.

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

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

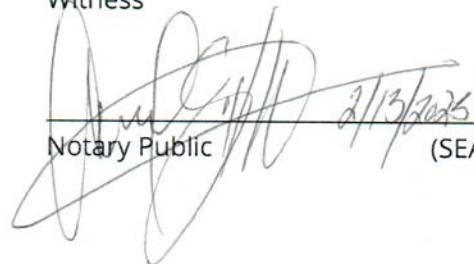
IN **WITNESS, WHEREOF**, the GRANTOR has signed and sealed this Deed of Temporary Construction Easement, the day and year first above written.

By: 

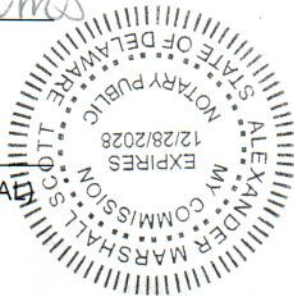
Grantor

Signed, sealed and
delivered in the
presence of:


 Witness


 Notary Public

(SEAL)

By: 

Grantor

Signed, sealed and
delivered in the
presence of:


 Witness

Notary Public

(SEAL)



EXHIBIT A

"RIGHT OF WAY DEDICATION TRACT" ALONG SOUTH JEFF DAVIS DRIVE

All that tract or parcel of land lying and being in Land Lots 74 & 75 of the 5th Land District, Fayette County, Georgia and being more particularly described as follows:

Beginning at an iron pin found on the southern right of way line of south Jeff Davis Drive (an 80 foot right of way), said pin being located 279.99 feet southeast from the intersection formed by the meeting of the eastern right of way line of Warren Way (a 60 foot right of way) and the southern right of way line of South Jeff Davis Drive (an 80 foot right of way),

Thence S51°53'21"E along the southern right of way line of South Jeff Davis Drive a distance of 42.24 feet to an iron pin,

Thence S51°09'06"E along the southern right of way line of South Jeff Davis Drive a distance of 411.20 feet to an iron pin,

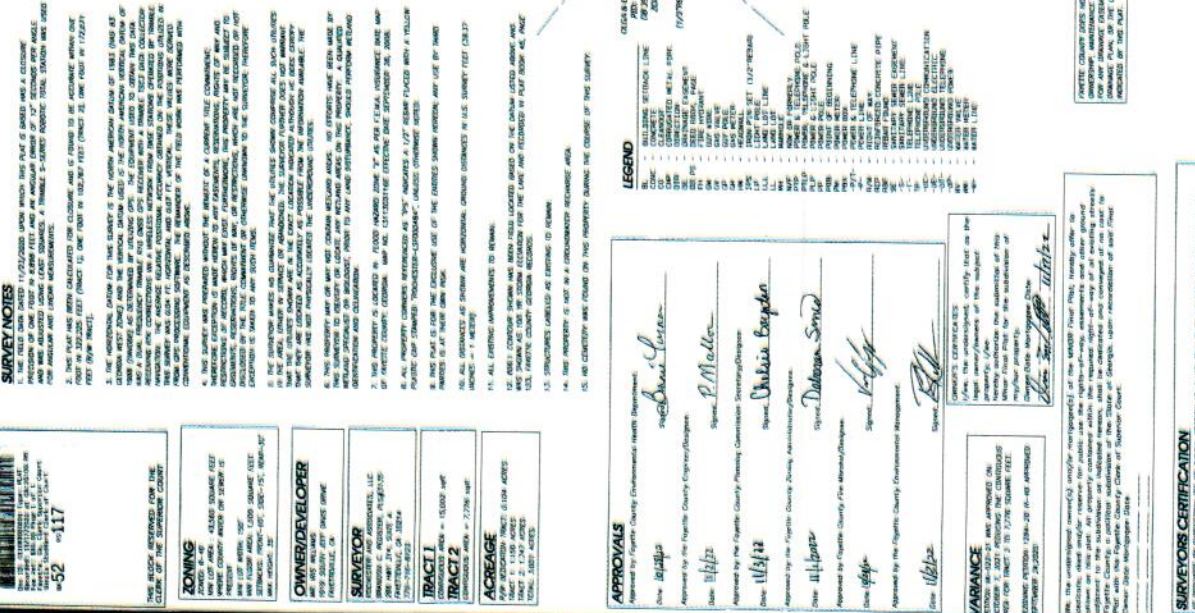
Thence leaving the southern right of way line of South Jeff Davis Drive S37°00'36"W a distance of 10.00 feet to an iron pin,

Thence N51°09'06"W a distance of 411.46 feet to an iron pin,

Thence N51°53'21" a distance of 42.12 feet to an iron pin,

Thence N37°48'06"E a distance of 10.00 feet to an iron pin and the point of beginning.

Said tract contains 0.104 Acres (4,533 square feet), more or less, as shown on a Minor Final Plat prepared for IRIS WILLIAMS by Brnadon C. Register, PLS # 3135, dated August 3, 2022, and recorded in Fayette County Plat Book 52 Page 117.



TRAC11
EXTERIOR STRUCTURES MAY REMAIN ON LOT 1,
WITHIN THE WATERFORD PROTECTION AREA.
NEW OR REMODEL CONSTRUCTION MAY NOT BE
PERMITTED IN THE WATERFORD PROTECTION
SETBACKS.

TRAC12
EXTERIOR STRUCTURES MAY REMAIN ON LOT 2
WITHIN THE WATERFORD PROTECTION AREA.
NEW OR REMODEL CONSTRUCTION MAY NOT BE
PERMITTED IN THE WATERFORD PROTECTION
SETBACKS.

[illegible][illegible]

PARTICLE COUNCIL DOES NOT ACCEPT THE
SHRIMPERS' DEMANDANCE FOR RESPONSIBILITY
FOR ANY DAMAGE EXISTENCE OR CONTROL
DAMAGE PLAN, OR THE FACT OF ONE
INDICATED BY THIS PLAN.

VARIANCE
 100% - 500.00
 100% - 100.00
 100% - 20.00
 100% - 10.00
 100% - 5.00
 100% - 2.50
 100% - 1.25
 100% - .625
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[illegible]

COUNTY AGENDA REQUEST

Page 268 of 461

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval to add Bernhard Farms subdivision to Fayette County's Street Light Program.

Background/History/Details:

The property owners in the subdivision know as Bernhard Farms are petitioning the Board of Commissioners to add Bernhard Farms 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. Bernhard Farms has paid Fayette County the required amounts and presented a petition representing 100% approval in Bernhard Farms.

The estimated monthly charge is \$73.50. Bernhard Farms has paid the \$100 application fee and the first two (2) years prepayment for street lights. The anticipated street light assessment for the thirteen (13) parcels in the Bernhard Farms street light district on the 2026 Property Tax Bill is \$82 per parcel.

What action are you seeking from the Board of Commissioners?

Approval to add Bernhard Farms subdivision to Fayette County's Street Light Program.

If this item requires funding, please describe:

These additional lights will cost \$73.50 per month per Coweta Fayette EMC. Bernhard Farms 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 Bernhard Farms, 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 13 NUMBER OF LOTS CURRENTLY EXISTING IN STREET LIGHT DISTRICT Bernhard Farms, AND EACH OWNER AS SHOWN ON THE TAX RECORDS HAS AFFIRMATIVELY SIGNED THIS PETITION OR INDICATION FOR DISAPPROVAL IS NOTED HEREIN.

THIS PETITION REPRESENTS 13 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 21 DAY OF January, 2025.

(SUBSCRIBING WITNESS)

Chatterbox
NOTARY PUBLIC

FAYETTE COUNTY, STATE OF GEORGIA



FAYETTE COUNTY STREET LIGHTING PROGRAM
SIGNATURE SHEET

1-13

Lot #(s)

JEFF LINDSEY COMMUNITIES

Property Owner(s)

(Street & No.)

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

Signature

☐ ☐

Signature

☐ ☐

Whately
Witness

Lot #(s)

Property Owner(s)

(Street & No.)

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

Signature

☐ ☐

Signature

☐ ☐

Witness

COUNTY AGENDA REQUEST

Page 271 of 461

Department: Fayette County Water System

Presenter(s): Vanessa Tigert, Director

Meeting Date: Thursday, August 28, 2025

Type of Request: Consent #20

Wording for the Agenda:

Approval of the Water Committee's recommendation to close Lake McIntosh Park on October 9 - 12, 2025, for the Greater Atlanta Air Show.

Background/History/Details:

The Greater Atlanta Air Show, LLC has requested Lake McIntosh Park be closed to the public October 9 - 12, 2025. Lake McIntosh Park will be part of the safe-fly zone and the event organizers are requesting the park be closed to the public all four days for safety reasons.

A sign will be placed at the park prior to the event to notify the public of the park being closed during this time.

What action are you seeking from the Board of Commissioners?

Approval of the Water Committee's recommendation to close Lake McIntosh Park on October 9 - 12, 2025, for the Greater Atlanta Air Show.

If this item requires funding, please describe:

N/A

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

Administrator's Approval

Staff Notes:



SPECIAL EVENTS APPLICATION

PARKS AND RECREATION DEPARTMENT

140 W. STONEWALL AVE., FAYETTEVILLE, GA. 30214

770-716-4320

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Fee: _____

Check/Cash: _____

Office Use Only

APPLICATION FEE: \$10.00

The application permit fee *partially* offsets the cost of reviewing your permit application and coordinating the event review process. Payment of the application fee does not guarantee that your special event permit application is complete nor does it guarantee that any or all aspects of the application will be approved.

NAME OF EVENT: _____

APPLICANT TYPE	APPLICANT INFORMATION
<input checked="" type="checkbox"/> Regular	Host Organization: <u>Greater Atlanta Air Show LLC</u>
<input type="checkbox"/> Non-Profit (501c)	Chief Officer of Host Organization: <u>Bryan Lilley</u>
<input type="checkbox"/> Must provide copy of IRS letter	Applicant Name: <u>Steven Webster</u>
<input type="checkbox"/> County Sponsored Event	Address: Street <u>Po Box 360857</u>
<input type="checkbox"/> Other	City <u>Melbourne</u> State <u>FL</u> Zip <u>32936</u>
	Telephone: Home _____ Cell <u>(443) 235-9888</u>
	Email: _____

DATES REQUESTED	FIRST CHOICE: _____ / _____ / _____	SECOND CHOICE: _____ / _____ / _____
-----------------	-------------------------------------	--------------------------------------

EVENT TYPE	ACTIVITY DESCRIPTION	CHECK ALL THAT APPLY TO THIS ACTIVITY
<input type="checkbox"/> Athletic/Tournament	Public Air Show event featuring Military and Civilian	<input checked="" type="checkbox"/> Alcohol <input checked="" type="checkbox"/> Require Fire/EMS
<input checked="" type="checkbox"/> Exhibit/Special Attraction	aviation performances	<input checked="" type="checkbox"/> Signage/Banners <input checked="" type="checkbox"/> Require Police
<input type="checkbox"/> Festival/Wedding		<input checked="" type="checkbox"/> Amplified Sound/Music <input type="checkbox"/> Require Public Work Staff
<input type="checkbox"/> Parade/Procession/March		<input checked="" type="checkbox"/> Tents/Canopies <input checked="" type="checkbox"/> Cones/Barrels/Barricades
<input type="checkbox"/> Concert/Performance		<input type="checkbox"/> Fireworks/Lasers <input checked="" type="checkbox"/> Transportation Shuttle
<input type="checkbox"/> Farmer/Outdoor Market		<input checked="" type="checkbox"/> Generators/Electricity <input checked="" type="checkbox"/> Vendors/Concessions
<input type="checkbox"/> Run/Walk/Bike		<input checked="" type="checkbox"/> Portable Restrooms <input checked="" type="checkbox"/> Require Hotel Rooms
<input type="checkbox"/> Fundraiser		<input checked="" type="checkbox"/> Trash & Recycling <input checked="" type="checkbox"/> Media Coverage/Press
<input type="checkbox"/> Other		<input checked="" type="checkbox"/> Crossing/Closing Roads <input type="checkbox"/> Other (describe)
		<input checked="" type="checkbox"/> Lake/Pond Use
		<input type="checkbox"/> Carnival/Rides/Inflatable Recreation

ADMISSION	LOCATION DESCRIPTION
<input type="checkbox"/> Public Event (no cost)	Atlanta Regional Airport - Falcon Field, Peachtree City, Georgia
<input checked="" type="checkbox"/> Tickets/Entry Fees	
<input type="checkbox"/> Pre-Registration Only	
<input type="checkbox"/> Registration at Event	
<input type="checkbox"/> Private Event	
<input type="checkbox"/> Other	
	FIELD #s (circle all that apply): 1 2 3 4 5 6 7 8 9 10 11 21 22 23 24 25

ATTENDANCE	ANTICIPATED SPECTATORS	ANTICIPATED PARTICIPANTS	EVENT DATE/TIME DATE
Estimated Total	7000	20	SET UP DATE: 10/07/2025 SET UP TIME: 0800
Estimated at Peak Time	1300		EVENT START DATE: 10/11/2025 EVENT START TIME: 0900
Total Attendance	7020		EVENT END DATE: 10/12/2025 EVENT END TIME: 1700
			DISMANTLE DATE: 10/13/2025

ADDITIONAL INFORMATION AND FEES SHALL BE REQUIRED BASED ON ADDITIONAL SERVICES REQUESTED. THESE INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING: RENTAL FEES, CLEAN UP PLAN, SANITATION PLAN, SECURITY PLAN, LIFE SAFETY PLAN, EQUIPMENT DELIVERY/PICKUP/SETUP, DIRECTING TRAFFIC, UTILITIES, INSURANCE, FIELD/LANDSCAPING PREPARATION, INSPECTIONS, ETC.

SIGNATURE OF APPLICANT OR	DATE:
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SIGNAGE

Temporary signage for special events is permitted, but must comply with Fayette County Code of Ordinances. In general, signs cannot be placed within the medians or rights-of-way of most roadways within the county. A detailed sign plan, including the size of the signs and the proposed locations should be provided as a part of your application.

- | YES | NO | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Will there be any signage at this event? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does any of the event signage exceed the maximum 35 square foot limit? Or 5' in height? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Will signage have sponsorship or advertising message? If yes, include sign design/drawing. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Will signage be placed on or along roads, street corners, sidewalks, medians, utility poles, fences, trees, or any other natural objects? If yes, include placement locations on route/site map. |

If yes to any of the above questions, please describe or provide an attachment.

3x6 banners and directional signage on roadway

All signage must be picked up immediately after the event. Each sign recovered after the event will be charged a \$200 recovery fee. Signs/Balloons attached to utility signs, natural objects, and signs are prohibited.

ENTERTAINMENT & RELATED ACTIVITIES

- | YES | NO | |
|-------------------------------------|-------------------------------------|---|
| | <input checked="" type="checkbox"/> | Are there any musical entertainment features related to your event? Any dance component? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Will sound amplification be used? Will sound checks be conducted prior to event? If yes, describe start & finish times below. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Will there be any inflatable recreation (e.g. moonwalk) at this event? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Will you need electricity at the event? If yes, please list how much amperage your equipment will use. (page 3) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does Your event include the use of generators? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Do you plan on selling or launching balloons at this event? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Does your event include the use of fireworks, rockets, lasers, or other pyrotechnics? |
| | <input checked="" type="checkbox"/> | Does your event include any live animals, carnival or amusement rides? If yes, describe below. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Does your event include any tents or canopies? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Do your event plans include any casino games, bingo games, drawings or lottery opportunities? |

If yes to any of the above questions, please describe or provide an attachment.

We will have a stage and narrator with amplified sound

TENTS/CANOPIES

A certificate of fire resistance is required for all tents larger than 10' x 10' (100 square feet). Tents larger than 500 SF require an interior layout plan be provided and an inspection by the Fire Marshal. Tents should be secured to the ground with a 40lb weight on each leg, **no stakes allowed**. If cooking is conducted under a tent, you must meet additional requirements.

Number of 10' x 10' Tents	Number of 20' x 40' Tents	Number of ____' x ____' Tents		Setup Date	Time	Day of Week
12	3	3		10/07/2025	0800	Tuesday
				Pickup Date	10/13/2025	Time
					0700	Day of Week
						Monday

Tent Company

Classic Tents

Address

Street

City

State

Zip

Telephone

Day

Evening

Fax

Cell

*Tent/Canopy locations must be indicated on your site plan.

PORTABLE RESTROOMS

You are required to provide portable restroom facilities at your event unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event.

Number of regular portable toilets	Number of ADA Portable toilets	Number of Handwashing Stations	Setup	Date 10/09/2025	Time 0800	Day of Week Thursday
50	5	3	Pickup	Date 10/13/2025	Time 0700	Day of Week Monday

Restroom Company

TBD

Address

Street

City

State

Zip

Telephone

Day

Evening

Fax

Cell

*Portable restroom locations must be indicated on your site plan.

SANITATION & RECYCLING

YES NO



Will you or your organization empty all trash cans at the end of your event? If no, you must hire a sanitation company.

Number of Trash Cans	Number of Dumpsters*	Number of Recycling Bins	Setup	Date 10/09/2025	Time 0800	Day of Week Thursday
TBD	4 to 6	TBD	Pickup	Date 10/13/2025	Time 0700	Day of Week Monday

*Estimate (1) eight-yard dumpster for every increment of 500 people attending the event or any event over 16 consecutive hours.

Sanitation Company

GFL

Address

Street

City

State

Zip

Telephone

Day

Evening

Fax

Cell

Please describe your plan for cleanup and removal of recyclable goods, waste and garbage during and after your event.

EQUIPMENT/UTILITIES

YES **NO**

- ☒ ☐ Will you need *Pedestrian Barricades* for this event?
- ☒ ☐ Will you need *Traffic Barricades* for this event?
- ☒ ☐ Will you need *Traffic Barrels* for this event?
- ☒ ☐ Will you need *Traffic Cones* for this event?
- ☒ ☐ Will you *Tables* be set up for this event?
- ☒ ☐ Will you *Chairs* be set up for this event?
- ☒ ☐ Will you need Electricity for this event?

How many?	Cost Per Unit	Total Cost
	X TBD	
	X TBD	
	X TBD	
	X TBD	
	N/A	
	N/A	
How many amps?	\$TBD <small>electrical fee</small>	
Total cost of equipment needed		

Please describe or provide an attachment of where equipment will be placed. ***NOTE: Equipment will be delivered to central location only; event organizer(s) responsible for setup and clean-up of equipment.***

FOOD CONCESSIONS OR PREPARATIONS & CONCESSIONAIRES

YES **NO**

- ☒ ☐ Does your event include food concession and/or preparation areas? If yes, describe below.
- ☒ ☐ Do you intend to cook food in the event area? If yes, describe method (gas, electric, charcoal, other) below.
- ☒ ☐ Will items or services be sold at your event? If yes, attach a complete list of vendors and include a sample of the vendor pass.
- ☐ ☒ Will items or services sold at your event present unique liability issues (e.g. guns, body piercing, animal rides, etc.)? If yes, please describe and attach a complete list of vendors.

If yes, please describe or provide an attachment of your plan.

NOTE: For existing concession stands within county facilities, please coordinate with the Recreation Department.

PARKING & SHUTTLE PLAN

- | | | |
|-------------------------------------|-------------------------------------|---|
| YES | NO | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Will your event involve the use of a transportation shuttle? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Will you be utilizing a parking facility from an adjoining property? If yes, please attach agreement. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Do you need all county vehicles removed from the facility parking lots for your event? |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Have you provided ADA accessible parking? |

If yes to any of the above questions, please describe or provide an attachment.

SITE PLAN/ROUTE MAP

Event Site Plan: One (1) clear and clean paper copy must be brought to the Fayette County Parks & Recreation Department. The plans should be clearly and accurately drawn to include the items listed below.

Does your event plan/route map comply with or show the following?	YES	N/A
(a) Name of the event, address, boundaries, date, north arrow, and scale of the plan;	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) The location and name of all existing streets adjacent to and within the event;	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) Assembly area, disbanding area, and route to be traveled (use arrows to indicate the direction of travel);	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Identify vehicular and pedestrian circulation plans, access points, travel ways, parking, loading, stacking, sidewalks, and multi-use paths;	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Health and sanitation facilities (portable toilets, restrooms);	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Communication facilities and equipment (ham radios, event communication tent);	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) Medical treatment facilities and equipment (first aid and ambulances);	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(h) Vehicle access and parking requirements (parking spaces available);	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(i) The location of all canopies, tents, booths, and other temporary structures;	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(j) Exit locations of outdoor events that are fenced and/or locations within tents and tent structures;	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(k) The location of all stages, platforms, scaffolding, bleachers, and grandstands;	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(l) The location of amplified sound equipment (speakers, bullhorn);	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(m) Food vendor and water supply locations (cooking areas, water spigots);	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(n) A detail or close-up of the food booth and cooking area configuration including booth identification of all Vendors cooking with flammable gases or barbecue grills;	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(o) The location of additional lighting , generators, and /or source of electricity;	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(p) The location of all signage, banners, and inflatables recreation;	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(q) Placement of trash, dumpster, and recycling receptacles;	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(r) Placement of vehicles and/or trailers 9if these are to remain throughout the event);	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(s) The location of fencing, cones, barriers, and/or barricades, indicating any removable fencing /tape for emergency access;	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(t) The provision of minimum of twenty foot (20') emergency access lanes throughout the event venue;	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(u) Other related event components not listed above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

NARRATIVE

Please provide a narrative and timeline of your event. You may provide this information as an attachment if necessary.
See attached sheet

ADVERTISING

Estimated advertising budget for this event? \$ 60K

In what publications/areas will you advertise this event? Atlanta Regional Metro Market

This event will attract people from: ☒ Local/County ☒ Region ☒ State ☒ National

SECURITY PLAN

YES	NO	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will this event cross any roads? If yes, please list below or attach in a separate document.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will your event need overnight security?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will you be employing a Sheriff Officer to develop and manage your event's security plan? If yes, you are required to provide a copy of the security company's valid private patrol operator license (see below).

Please describe your security plan including crowd, vehicle, and pedestrian control, internal security or venue safety, or attach the plan to this application.

See Attached security plan

FAYETTE COUNTY SHERIFF'S DEPARTMENT

Staffing of extra-duty assignments will be based upon officer availability and at the sole discretion of the Fayette County Sheriff's Department. The Fayette County Sheriff's Department has the right to reject any request. The Sheriff's Department will make final determination for number of officers needed.

THIS SECTION FOR SHERIFF'S DEPARTMENT USE ONLY

RATES

Traffic*	_____		X	<u>\$55.00/hr</u>		X	_____		=	_____
	# of Officers			Rate			# of Hours			TOTAL
Security*	_____		X	<u>\$45.00/hr</u>		X	_____		=	_____
	# of Officers			Rate			# of Hours			TOTAL

*Per officer per hour, with a four (4) hour minimum. Payment of these services is required by CHECK or MONEY ORDER within five (5) business days of the event, unless previously approved by the Sheriff's Department. NOTE: Applicant will be notified if rates change.

Approval of Security Company: _____ Date: _____

If the Sheriff Department is unable to provide event security, please list the security company you will be employing. NOTE: Fayette County Sheriff's Department will have final approval on all security companies used for events, as they will have the final decision in all matters involving safety and security at events.

SECURITY COMPANY

Security Organization	<u>Skylar Secuirty</u>			
Address	Street	<u>84 Peactree NW</u>		
	City	<u>Atlanta</u>	State	<u>GA</u>
			Zip	<u>30303</u>
Telephone	Day	Evening	Fax	Cell
Email	<u></u>			
License# /County	<u></u>			

NOTE: Fayette County Sheriff's Department will have final approval on all security companies used for events, as they will have the final decision in all matters involving safety and security at events.

FAYETTE COUNTY MARSHAL'S OFFICE

Staffing of extra-duty assignments will be based upon officer availability and at the sole discretion of the Fayette County Marshal's Office. The Fayette County Marshal's Office has the right to reject any request. The Marshal's Office will make final determination for number of officers needed.

THIS SECTION FOR MARSHAL'S OFFICE USE ONLY

RATES

Marshal* <u> </u> <small># of Officers</small>	X	<u>\$45.00/hr</u> <small>Rate</small>	X	<u> </u> <small># of Hours</small>	=	<u> </u> <small>TOTAL</small>
--	---	--	---	--	---	---

*Per officer per hour, with a four (4) hour minimum. Payment of these services is required by CHECK or MONEY ORDER within five (5) business days of the event, unless previously approved by the Marshal's Office. NOTE: Applicant will be notified if rates change.

LIFE SAFETY PLAN

YES

☐

NO

☒

Will you have fireworks/lighting/pyrotechnics at your event?

☒

☐

Will part of your event take place in any Fayette County lake/pond?

☒

☐

Will you be employing a first aid provider to develop and manage your event's life safety plan? If yes, you are required to provide the contact information of the first aid provider (see below).

Please describe your medical plan including your communication plan, the number, certification levels (MD, RN, Paramedic, EMT) and types of resources that will be at your event and the manner in which they will be managed and deployed. Your plan should include hours of setup and dismantle of medical aid areas. You may attach the plan to this application if necessary.

Peachtree City Fire/EMS

NOTE: Fireworks must be permitted by Fayette County Probate Court no less than thirty days before the event.

FIRE/EMS DEPARTMENT

Staffing of extra-duty assignments will be based upon Fire/EMS availability and at the sole discretion of the Fayette County Fire and Emergency Services Department. The Fayette County Fire & EMS Department has the right to reject any request. Fayette County will make the final determination for the number of Fire/EMS staff needed.

THIS SECTION FOR FIRE DEPARTMENT USE ONLY

RATES

Fire/EMS Personnel*

of Personnel

X

\$40.00/hr

Rate

X

of Hours

=

TOTAL

*Per paramedic/EMT per hour, with a two (2) hour minimum and two personnel minimum. Payment of these services is required by CHECK or MONEY ORDER within five (5) business days of the event, unless previously approved by the Fire/EMS Department.
NOTE: Applicant will be notified if rates change.

MARKETING & PUBLIC RELATIONS

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Do you have a professional event organizer, event service provider, or commercial fundraiser hired by you that is authorized to work on your behalf to plan, produce and/or manage your event?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is the media contact the same as the applicant? If no, fill in contact information below.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Do you plan on notifying the impacted residents and businesses?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will this event be marketed, promoted, or advertised in any manner?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will there be live media coverage during the event?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will media vehicles be parked within the event?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Do you have a plan to distribute promotional brochures, posters, programs, etc.?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are patron admissions, entry (gate fee) or participant fees required? If yes, fee: \$_____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Vendor or other fees required? If yes, fee: \$_____

Event Planner/Media Contact

Chris Dirato

Address

Street _____

City

Fort Lauderdale

State

FL

Zip

33334

Telephone

Day _____

Evening _____

Fax _____

Cell

(917) 921-9070

Email _____

If yes, please describe or provide an attachment of your plan.

APPLICANT'S ACKNOWLEDGEMENT OF REQUIREMENTS

1. The review period for special events does not begin until the completed application with Certificate of Insurance has been submitted. All special event applications at Fayette County facilities are subject to providing a refundable damage and clean-up deposit.
2. For any event on county property, Fayette County requires the applicant or the organization he/she represents, to have a liability insurance policy with limits set by Fayette County. The applicant must attach a Certificate of Insurance, covering all activities performed in accordance with this special event and listing Fayette County as an "additional insured." Proof of insurance coverage in proper form must be submitted prior to date of event. Fayette County reserves the right to request a copy of the entire policy of insurance.
3. The applicant agrees to fill out a post-event survey about the event including, but not limited to: receipts, disbursements, number of participants, and any other data requested.
4. The applicant agrees to remove all equipment from the Fayette County facility within 24 hours after the event. The applicant agrees not to park vehicles in unauthorized parking areas.
5. Fayette County exercises control over the setup of any equipment/materials on site. Fayette County reserves the right to refuse a special event permit if the parking of vehicles will substantially interfere with or destroy vegetation on Fayette County property.
6. It is understood that parade participants shall not engage in any behavior that creates a risk of bodily injury to other parade participants and the spectators at large. It is also to be understood that no fireworks or other explosive-type devices are used by parade participants to spectators along the route which may cause injury or danger to spectators or participants.
7. It is understood that the applicant shall be responsible for pre-event preparation. Fayette County will not supply any workers to prepare the fields, loan equipment, or supplies. Fayette County events and Fayette County-sponsored events are exempt.
8. The applicant understands that knowingly providing false information will automatically void the application and cancel the event.
9. The applicant further understands that at any time during the event, Fayette County Sheriff's Department or Fayette County Marshal's Office may order the termination of such event if it is in violation of any law or ordinance, or if it endangers the persons or participants or spectators, or if it threatens the peace and dignity of the community, or if it creates unmanageable problems for the public safety officials whereby the proper execution of their duties is endangered.
10. If the applicant purports to represent an organization in submitting an application for a Special Event, the applicant, if applicable, must attach proof of agency or letter of authorization showing his/her authority to represent the organization named herein prior to approval of this application.
11. The applicant agrees not to operate or conduct any event activities after the park is closed without advanced permission.
12. The applicant understands that the rate of pay to the officers for extra-duty employment shall be in the form of a CHECK or MONEY ORDER within five (5) business days prior to the event, unless previously approved.
13. The applicant understands that the staffing of extra-duty assignments will be based upon personnel availability and at the sole discretion of the Sheriff, Marshal, or Fire Department. The Fayette County Sheriff's, Marshal's, or Fire Department has the right to reject any request.
14. The applicant understands that, at all times, the public safety personnel have a primary obligation to Fayette County and in the event a situation should arise within the county consisting of an emergency or critical nature, determined at the sole discretion of the Fayette County Sheriff's, Marshal's, or Fire Department, the extra-duty employment personnel may be forced to terminate his/her extra-duty assignment.
15. The applicant understands that the extra-duty personnel are bound by departmental policies, rules, regulations, and standards of conduct while performing his/her duties. In addition, the applicant agrees not to provide the personnel with any gratuity or ask that the officer perform a function inconsistent with internal or external rules and regulations or enact that would compromise his or her ethics and integrity.
16. The applicant understands that the event must meet or exceed all applicable ordinances, codes, laws, and regulations including, but not limited to National Fire Prevention Association, Building, Plumbing, Electric, Land Development and County Codes. The County reserves the right to impose additional regulations if deemed necessary.
17. Events cancelled with less than 48 hours' notice will only be refunded 75% of their deposit. Reservation fees will not be refunded once the special event has been approved. If the event is cancelled due to inclement weather, it will be rescheduled based on facility availability.
18. Additional information and fees shall be required based on additional services requested. These include, but are not limited to the following: clean-up plan, sanitation plan, security plan, life safety plan, equipment delivery/pickup, directing traffic, utilities, insurance, field/landscaping preparation, inspections, etc.

INSURANCE REQUIREMENTS

Before the application can be accepted as complete, you will need proof of commercial general liability insurance or event insurance that names, as an additional insured, the Fayette County, 140 Stonewall Avenue West, Fayetteville, Georgia 30214," and any other public entities (e.g. County, volunteers, etc.) impacted by your event with waiver of subrogation in regards to workers compensation. Insurance coverage must be maintained for the duration of the event including setup and cleanup dates.

X Insurance Requirement: \$1,000,000 Minimum

APPLICANT'S AFFIDAVIT

I, applicant or authorized representative, have read and understand the contents of this application. The information contained in this application, attached exhibits and other information submitted, is complete and in all aspects true and correct, to the best of my knowledge. Knowingly providing false information will automatically void this application and cancel the event.

HOLD HARMLESS AGREEMENT

I, applicant or authorized representative, agree to indemnify, hold harmless, and defend the Fayette County, Georgia, against all liability and expenses, including reasonable attorney fees, arising out of claims in connection with this event.

Without limiting the generality of the foregoing, and all workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The applicant and/or organization further agrees to investigate, handle respond to, provide and/or defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

In any case in which such indemnification would violate any applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the County for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the County or its employees.

This agreement shall be terminated by either party by providing written notice of its intent to terminate said relationship.

This permit may be cancelled by the Sheriff, Marshal, or Parks and Recreation Director at any time with or without cause.

MY SIGNATURE CONFIRMS THAT I HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS APPLICATION AND WILL ACT IN FULL COMPLIANCE.

I Steven Webster APPLICANT NAME do certify that

I am Event Manager TITLE OR POSITION of Greater Atlanta Air Show LLC ENTITY or ORGANIZATION, and

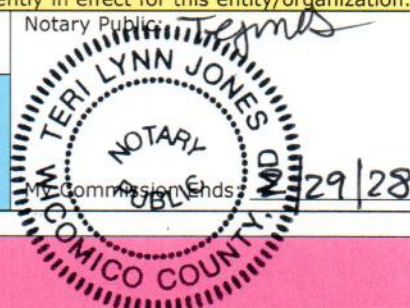
that I am authorized to sign this application and issue this hold harmless agreement, and that this hold harmless agreement is defined as an insured contract under a commercial general liability insurance policy currently in effect for this entity/organization.

Signature of Applicant or Authorized Representative:

Date:

Notary Public:

Subscribed and sworn to before me this 17 day of July, 2025 who is personally known to me and/or produced drivers license as identification.



Please submit application to:

Anita Godbee, Director
Fayette County Parks & Recreation Department
140 Stonewall Avenue West
Fayetteville, Georgia 30214
agodbee@fayettecountyga.gov

Atlanta Air Show 2025

Non-Law Enforcement Security Plan

Location: Atlanta Regional Airport/Falcon Field

Operational Periods:

- Saturday October 11, 2025 0730-1600
- Sunday October 12, 2025 0730-1600

Private Security will be contracted and provided by Skyler Security and will be managed by the Emergency Services Lead for B. Lilley Productions, the producers of the Atlanta Air Show.

Skyler Security will provide onsite crowd management services to include:

- Bag Checks at designated event entry locations.
- Spectator ingress control to ensure orderly ingress to the event viewing areas
- Spectator egress control to ensure timely egress from the show site after the event is concluded
- Spectator egress control in coordination with law enforcement in event of an emergency, or weather event involving rapid, controlled evacuation of the show site as determined by the Incident Commander, Air Boss, and the air show production company representative.
- Event perimeter security on the airfield to prevent spectators from entering unauthorized areas and to prevent spectators from entering any flight operation areas as designated by the Airport Authority and the FAA.
- Other non-law enforcement security services as requested by the event management team.
- All security members will be outfitted with two-way radio communications with direct contact to a supervisor and the event Emergency Management Lead.
- If a situation arises that requires a law enforcement representative, Skylar will request an officer via two-way communication with the security supervisor and Emergency Services Lead.
- The Emergency Management Lead will be in direct contact with Incident Command and Air Boss for the duration of the event either face to face or via two-way radio and will relay any important information between the security supervisor and incident command.
- **Due to the configuration of the air show performance “box”, Lake McIntosh and Lake McIntosh Park must be closed and monitored by law enforcement during all practice and performance periods.**

Contact Information:

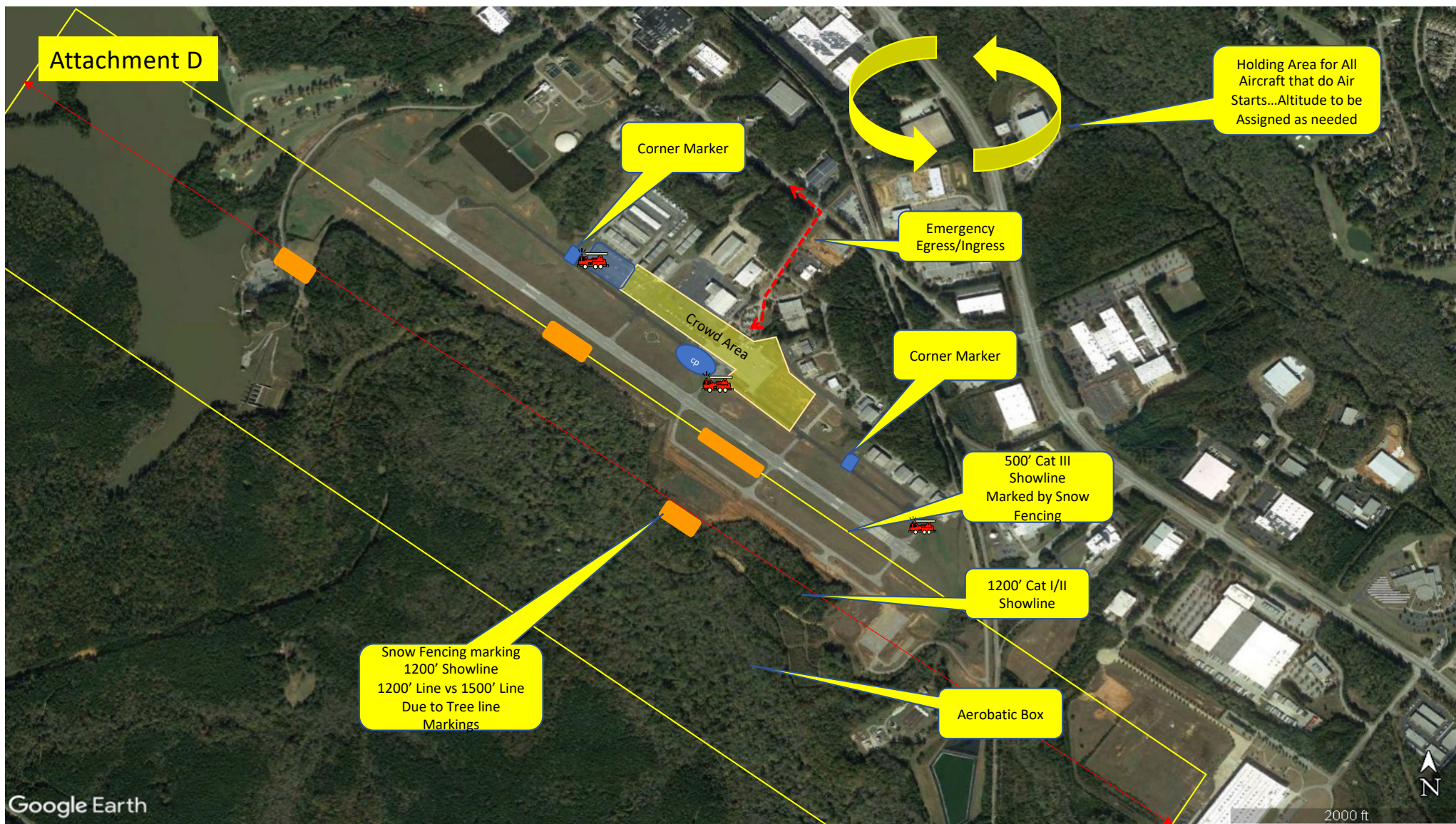
- Skylar Security
Jamine Moton
P.O. Box 1444
Jonesboro, GA 30237
678-878-7263
Jamine.moton@skylarsecurity.com
- B. Lilley Productions
Scott Gaenicke, Emergency Services Lead
P.O Box 360857
Melbourne, FL 32936
321-302-6287 cell
scottgaenicke@gmail.com

ATLANTA AIR SHOW October 11-12, 2025 OPERATIONS TIMELINE

Saturday Oct 3, 2025 to Tuesday, Oct 14, 2025		
KEY	Version #1	
Saturday, Oct 3		
TIME	Activity	Company
9am	Pickup of Hertz Supply truck in Melbourne FL	B Lilley Team
9am-12pm	Loading of supply truck at MLB hanger, Melbourne FL	B Lilley Team
Tuesday Oct 07		
TIME	Activity	Company
9am-12pm	Truck and B Lilley Team arrive in Atlanta	B Lilley Team
Afternoon TBD	All Hands Good to Go meeting with Fire/Police/Airport/B Lilley Team	ALL
1pm-5pm	Supplies offloaded at Falcon Field	B Lilley Team
Wednesday Oct 08		
Time	Activity	Company
TBD	Airport Closes Show Site Area; aircraft relocated from ramp tbd; Dixie Wing ramp?	Falcon Field Airport
7am-5pm	B Lilley Team on site for unloading of traffic cones for parking lots (SANY, Eaton, others) and safety need of parked aircraft and eyelets	B Lilley Team
7am-5pm	Fencing starts (NOTE: add in description of affected areas)	Fence Company & B Lilley Team
7am-5pm	Golf Carts arrive/offload	Golf Cart Provider
7am-12pm	Hospitality &Operations to start marking TENT &EXHIBITOR spaces.	B Lilley Team/ADC
10am-12pm	Tent setup to start in VIP checkin and VIP Chalets area first proceeding as fencing is installed	Tent Company
10am-12pm	Delivery and placement of dumpsters	Waste Company
12pm	Port O Lets will be arriving for staging in various locations including parking lots	Port O Let Company
TBD	Radios will be delivered and setup for team in headquarters of operations onsite	B Lilley Team
Thursday Oct 09		
Time	Activity	Company
All Day/Overnight	Any security teams required in place	Skylar Security/Police
All Day	Planes arriving for tie down, safety cones around perimeter for static display TBD	Flight Operations
7am	Tenting construction continues and load in of Tables and chairs.	Tent Company
All Day	Sound System will be arriving to start set up. They will be parking their Trailer at the show center point and will be starting to Unload.	In Concert Productions
8am	Parking team to start construction of all needs in all parking lots. To include golf cart parking areas	Solutions Parking
8am-5pm	Concessions will arrive and start to construct locations starting with the load in of their Main Vending Areas. Then moving in to secondary vending locations. These are food areas are operated by individual companies managed by Puff&Stuff Concessions. They will have multiple numbers of people in these condensed areas.	San Francisco Puffs N Stuff
9am	Port-o-Lets . Zone 1 Hospitality areas. Regular and Handicap units will start to be loaded in to the GA part of show site.	Port O Let Company
9am	Event Merchandise and Kid Zone team to load in.	Plane Things
10am	Generators and cooling hardware to be placed starting in EMS area's and for VIP Restroom(Friday) and then in the Chalets & Food areas.	Generator Provider
12pm	Fire extinguishers delivered for tents and aircraft needs	All Fire Safety

12pm	Control barricades, cones, VTs signs and other various parking/directional signage staged outside of show site	B Lilley Team
12pm	Team to drop Fire Extinguishers in locations where they are needed	B Lilley Team
8am-5pm	Catering to arrive to setup for Flight Line Club areas	Catering Vendor
6pm	Park closes for weekend dawn to dusk	Fayette County
Friday Oct 10		
<u>Time</u>	<u>Activity</u>	<u>Company</u>
All Day/Overnight	Any security teams required in place	Skylar Security/Police
All Day	Performers and aircraft arrive TBD/Static Display placement	Flight Operations
8am	Parking team to finish construction of all needs in all parking lots.	Solutions Parking
9am	Decoration Load-In to start for all hospitality.	B Lilley Team/Volunteer Corps
8am-5pm	Optimal Load-In Times:All Exhibitors and Vendors	ALL
9am	Ticketing Set Up	CTS
9:30am-1pm	STEM Students to arrive at show site to be seated in Flight Line Club area TBD	B Lilley Team
10am	Sound team will be setting up and testing systems	In Concert Productions
12pm-4pm	TFR in effect	Flight Operations
12pm-4pm	Directional parking signage outside show site placed	B Lilley Team
12pm-4pm	Signage installation onsite and around perimeter roads as applicable	B Lilley Team
12pm-4pm	Sponsor Banners Go Up	B Lilley Team
12pm-4pm	Practice for show	Flight Operations
TBD	Parking leads and bus leads briefed by Solutions parking team	Solutions Parking
TBD	Security leads briefing	Skylar Security
2pm	VIP Trailer arrives for Corporate Chalet Area	Port O Let Provider
4pm	Final Code Inspection until gates open if needed.	FIRE/HEALTH INSPECTORS
5pm	ALL LOAD-IN IS DONE	<u>ALL</u>
Saturday Oct 11		
Show Day		
<u>Time</u>	<u>Activity</u>	<u>Company</u>
6am	Cones and traffic control barricades placed	B Lilley Team
7am	Golf cart crossing begins at J Cowman parkway and TDK	POLICE
7am	Security Teams in place	Skylar Security
7am	Fire/EMS in place	FIRE/EMS
7am	Sound team will be setting up and testing systems	In Concert Productions
7am	Any Road Closures/crossings in effect: Dividend drive closes to through traffic Saturday 5am between tdk blvd and falcon drive (and perhaps even further east if possible to aviation way ?). Dividend will be accessible only by golf carts , vip parking passes, show busses and special passes for airport personnel and local business Maintanance workers. This stretch of Dividend will be accessible only by golf carts with with pre purchases parking passes or buying them at the golf cart parking lots. Cars or golf carts with vip parking passes, show shuttle busses and cars with special passes for noah, airport personnel and local business Maintanance workers.	POLICE
8am	Busses start in phases per separate schedule	Solutions Parking
8am	Generators turned on at Box Office/Ticketing.Gas for GENERATORS FILL THE NIGHT BEFORE	CTS
8am	Trash Pick Up team Arrives, Move around trash Rollers.	Waste Management company
8am	Truck for Golf Cart Maintenance arrives	Golf Cart Provider
9am	Main Gate Opens	B Lilley Team

9am	VIP Trailer Unlocked	B Lilley Team
10am	VIP areas open	B Lilley Team
11:30am	Lunch Opens up in VIP areas.	B Lilley Team
12pm-4pm	TFR in effect	Flight Operations
12pm	Show Starts:	ALL
3pm	VIP Services end. Beer Service Ends. Show Site to empty out.	
4pm	Gates Close and Show Site Flip & Security Sweep	NASSF
TBD	Port-O-let/VIP trailer Cleaning	Port-O-Let company
TBD	Food, Beverage, Ice Truck Change out.	San Francisco Puffs N Stuff
TBD	Waste Management arrives through gate to change out dumpsters for the day	Waste Management company
Sunday Oct 12	Show Day	
<u>Time</u>	<u>Activity</u>	<u>Company</u>
7am	Security Teams in place	Skylar Security
7am	Fire/EMS in place	FIRE/EMS
7am	Sound team will be setting up and testing systems	In Concert Productions
7am	Any Road Closures/crossings in effect	POLICE
8am	Generators turned on at Box Office/Ticketing.Gas for GENERATORS FILL THE NIGHT BEFORE	CTS
8am	Trash Pick Up team Arrives, Move around trash Rollers.	Waste Management company
8am	Truck for Golf Cart Maintenance arrives	Golf Cart Provider
9am	Main Gate Opens	B Lilley Team
9am	VIP Trailer Unlocked	B Lilley Team
10am	VIP areas open	B Lilley Team
11:30am	Lunch Opens up in VIP areas.	B Lilley Team
12pm-4pm	TFR in effect	Flight Operations
12pm	Show Starts:	ALL
3pm	VIP Services end. Beer Service Ends. Show Site to empty out.	
3pm	Hospitality tear out (linens/centerpieces/fold up of tables/chairs)	B Lilley Team, Volunteer Corps
4pm	Show Site Close and Clean Up HARD Security Sweep	Skylar Security/Police/B Lilley Team
5pm-8pm	All exhibitors vacate site, Food vendors & merchandise Vendors to tear down	All
5pm-8pm	Parking Lots to be cleared of all equipment. Signage removal and Cone pickup by B Lilley Team.	Solutions Parking/B Lilley Team
Monday Oct 13		
<u>Time</u>	<u>Activity</u>	<u>Company</u>
6am	Trash & Port-o-lets to be removed. Can stage out in the parking lot if extra time is needed.	Waste/Port O Let Companies
7am	West to East and then remaining Tents to come down	Tent Company
7am	Concessions to clear site	San Francisco Puffs N Stuff
9am	Radios packed for shipping	B Lilley Team
11am	30 yard Trash receptacles and totters to be picked up.	Waste Management
7am-12pm	Fencing Coming Down	Fence Company; B Lilley Team
12pm	Truck is loaded and Departs	B Lilley Team
TBD	Final ALL Clear of show site	B Lilley Team



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**

August 14, 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 August 14, 2025 Board of Commissioners meeting to order at 5:13 p.m. A quorum of the Board was present. Vice Chairman Edward Gibbons and Commissioner Charles Oddo were absent.

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

Commissioner Charles Rousseau moved to approve the agenda as written. Commissioner Eric Maxwell seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Oddo were absent.

PROCLAMATION/RECOGNITION:**PUBLIC HEARING:**

1. **Consideration of staff's recommendation to approve a new 2025 Retail Alcohol Beer and Wine License (M25-04038) for Dhruv Patel, Fayetteville Chevron Foodmart 15 Inc, doing business as Fayetteville Chevron Foodmart, which is located at 1488 Hwy 92 N, Fayetteville, GA 30214.**

Chief Marshall Lem Miller stated that this request was seeking Board approval for a new 2025 Retail Alcohol Beer and Wine License (M25-04038) for Dhruv Patel, Fayetteville Chevron Foodmart 15 Inc, doing business as Fayetteville Chevron Foodmart, located at 1488 Hwy 92 N, Fayetteville, GA 30214. He stated that the agenda request form for this item stated a 2021 Retail Alcohol Beer and Wine License however that was a typo and should be 2025. Chief Miller stated that Mr. Patel applied for review, the application met all requirements per the Fayette County Code of Ordinances and was approved by all applicable departments. Chief Miller stated that there were no outstanding violations prohibiting this applicant from being considered before the Board of Commissioners for approval.

No one spoke in favor or opposition.

Commissioner Rousseau moved to approve a new 2025 Retail Alcohol Beer and Wine License (M25-04038) for Dhruv Patel, Fayetteville Chevron Foodmart 15 Inc, doing business as Fayetteville Chevron Foodmart, which is located at 1488 Hwy 92 N, Fayetteville, GA 30214. Commissioner Maxwell seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Oddo were absent.

PUBLIC COMMENT:

Debbie Carroll of Fayetteville expressed her frustration regarding appropriation of funds for the Fayette County Animal Control. She stated that there should be more funds allocated towards animal shelter food.

CONSENT AGENDA:

Chairman Hearn moved to approve the Consent Agenda. Commissioner Maxwell seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Oddo were absent.

2. **Acknowledgment of / and authorization from the Board of Commissioners to sign the Equitable Sharing Agreement and Annual Certification as required by the US Department of Justice and the US Department of the Treasury.**
3. **Approval of July 24, 2025 Board of Commissioners Meeting Minutes.**

OLD BUSINESS

NEW BUSINESS:

4. **Request to award Bid #2593-B, Contract #26001-S, Medic Trucks, to Frazer, Ltd. for two new (2) Medic Trucks in the amount of \$821,744.00 and an additional \$222,000.00 for equipment for a total of \$1,043,744.00; for project P23AE.**

Fire Chief Jeff Hill stated that this request was seeking approval to award Bid #2593-B, Contract #26001-S, Medic Trucks, to Frazer, Ltd. for two new (2) Medic Trucks.

Chairman Hearn asked what the lead time on receiving these trucks would be.

Chief Hill stated the lead time was estimated at seven months in comparison to the previous two-year time frame.

Commissioner Rousseau moved to approve to award Bid #2593-B, Contract #26001-S, Medic Trucks, to Frazer, Ltd. for two new (2) Medic Trucks in the amount of \$821,744.00 and an additional \$222,000.00 for equipment for a total of \$1,043,744.00; for project P23AE. Commissioner Maxwell seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Oddo were absent.

County Administrator Steve Rapson expressed his appreciation to the Board for the hard work and diligence of Chief Hill. He noted that the seven-month lead time was due to the efforts he extended.

5. **Request to award Contract #2576-S; Sages Plan Review, Permitting and Inspection Software to Sages Network Inc. contract for a five-year term ending June 30, 2030, at an annual cost of \$130,000, for a total five-year contract value of \$650,000.**

Building Safety Director Leslie Nieber stated that the item before the Board was seeking approval to award Contract #2576-S; Sages Plan Review, Permitting and Inspection Software to Sages Network Inc. contract for a five-year term ending June 30, 2030, at an annual cost of \$130,000, for a total five-year contract value of \$650,000.

Chairman Hearn asked how the SAGES system was working for the County.

Ms. Nieber stated that the system was functioning very well. She noted that it was customized and designed around all our [the County's] internal processes, adhering to ordinances and requirements making it a complex system and doing a great job in meeting the needs of the citizens, contractors and all involved in various building projects around the county.

Commissioner Rousseau stated that several years ago he had heard complaints, but he was glad to see improvements in using this system knowing that the process had become more integrated and user friendly. He commended all involved in developing this system. Commissioner Rousseau stated that he was pleased to see, in reviewing the vendor satisfaction report, that they had a quick response time in handling questions, concerns and issues.

Commissioner Maxwell moved to approve to award Contract #2576-S; Sages Plan Review, Permitting and Inspection Software to Sages Network Inc. contract for a five-year term, ending June 30, 2030, at an annual cost of \$130,000, for a total five-year contract value of \$650,000. Commissioner Rousseau seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Oddo were absent.

6. Request to approve Ordinance 2025-03 to amend Fayette County Code of Ordinance Chapter 18 - PARKS AND RECREATION, regarding applicability of provisions, providing parking fees for Lake Kedron, and providing minor revisions to existing language.

Parks and Recreation Director Anita Godbee stated that this request was a housekeeping measure and seeking approval of Ordinance 2025-03 to amend Fayette County Code of Ordinance Chapter 18 - PARKS AND RECREATION, regarding applicability of provisions, providing parking fees for Lake Kedron, and providing minor revisions to existing language.

Commissioner Maxwell moved to approve Ordinance 2025-03 to amend Fayette County Code of Ordinance Chapter 18 - PARKS AND RECREATION, regarding applicability of provisions, providing parking fees for Lake Kedron, and providing minor revisions to existing language. Commissioner Rousseau seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Oddo were absent.

ADMINISTRATOR'S REPORTS:

Mr. Rapson advised that a selection committee was needed for a newly vacant Board of Health position.

This item was tabled to the August 28, 2025 BC meeting.

Hot Projects

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

Mr. Rapson concluded by introducing the new Assistant County Administrator Jason Tinsley.

Mr. Tinsley stated that he was honored to have been selected for the position. He noted that this was his third week on the job learning Fayette County and he was amazed by the staff and their expertise. He concluded stating that this was a great team and he was "pleased to be joining the ranks".

ATTORNEY'S REPORTS:

Notice of Executive Session: County Attorney Dennis Davenport stated that there were seven items for Executive Session. Three items involving threatened litigation, one item involving pending litigation, two items involving real estate acquisition, and the review of the July 24, 2025 Executive Session Minutes.

COMMISSIONERS' REPORTS:

Commissioner Maxwell

Commissioner Maxwell made comments regarding statements made during public comments about the allocation of funds for animal shelter food.

Mr. Rapson stated that in discussions with the Animal Shelter Director he was advised that a box truck would be dropping off food for the shelter the very next day, which was not unusual. He noted that in times past the shelter had so much food that they had to give some away to ensure it did not expire or go bad. Mr. Rapson stated that the medical budget for the shelter was over \$100K so the animals would be well taken care of if a specialized diet was needed. He concluded by stating that there had never been a food problem in the eleven years he's been here.

Chairman Hearn reiterated that the Board did not get into the weeds of each line item of the Budget but relied on the expertise of staff recommendations based on their training and day-to-day engagement in their departments. He concluded stating that "the animals will always be feed".

Commissioner Rousseau

Commissioner Rousseau asked for a confirmed opening date for the Coastline Bridge project.

Mr. Mallon advised he would get that information to the Board.

Commissioner Rousseau stated that he had had the opportunity to tour with Congresswomen Lucy McBath who was impressed with the advancements in Fayette County i.e. the Fayette County the Health Center and upcoming Recreational Facility. He noted that she was willing to help with lending support with federal grants and could be used as an advocate for the County at the federal level. He expressed his appreciation for staff working with McIntosh Trail Community Service Board.

Chairman Hearn

Chairman Hearn reviewed some informative fact discussed at the recent Atlanta Regional Commission meeting.

EXECUTIVE SESSION:

Three items involving threatened litigation, one item involving pending litigation, two items involving real estate acquisition, and the review of the July 24, 2025 Executive Session Minutes. Commissioner Rousseau moved to go into Executive Session. Commissioner Maxwell seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Oddo were absent.

The Board recessed into Executive Session at 5:39 p.m. and returned to Official Session at 6:38 p.m.

Mr. Davenport amended the number of Executive Session items from 7 items to 8 items which included: four items involving threatened litigation, one item involving pending litigation, two items involving real estate acquisition, and the review of the July 24, 2025 Executive Session Minutes.

Return to Official Session and Approval to Sign the Executive Session Affidavit: Commissioner Rousseau moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Commissioner Maxwell seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Oddo were absent.

Approval of the July 24, 2025 Executive Session Minutes: Commissioner Rousseau moved to approve July 24, 2025 Executive Session Minutes. Chairman Hearn seconded the motion. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Oddo were absent.

ADJOURNMENT:

Chairman Hearn moved to adjourn the August 14, 2025 Board of Commissioners meeting. Commissioner Maxwell seconded. The motion passed 3-0. Vice Chairman Gibbons and Commissioner Oddo were absent.

The August 14, 2025 Board of Commissioners meeting adjourned at 6:38 p.m.

Marlena Edwards, Chief Deputy County Clerk

Edward Gibbons, Vice Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 28th day of August 2025. Attachments are available upon request at the County Clerk's Office.

Marlena Edwards, Chief Deputy County Clerk

COUNTY AGENDA REQUEST

Page 293 of 461

Department:

Presenter(s):

Meeting Date:

Type of Request: #22

Wording for the Agenda:

Consideration of a request from Jeff Lindsey Communities, developer of Bernhard Farms, seeking authorization for the use of motorized cart travel on Dansby Way within the subdivision, in accordance with Article III Motorized Carts of the Fayette County Code.

Background/History/Details:

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

Once the streets have been approved, staff will update the list of streets authorized for motorized cart use and forward a copy to Brian Eubanks in the Sheriff's Department for enforcement and Phil Mallon in the Public Works Department for the posting of proper signage.

What action are you seeking from the Board of Commissioners?

Approval of the request from Jeff Lindsey Communities seeking authorization for the use of motorized cart travel on all streets within Bernhard Farms in accordance with Article III Motorized Carts of the Fayette County Code.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

REQUEST FOR AUTHORIZATION FOR MOTORIZED CARTS

(Please type or print)

Date: 7/29/2025

Subdivision Name: Bernard Farms

Street Name(s):

1. Dansby Way
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____

Contact Person: Jennie Loper Jeff Lindsey Communities

Signature: *Jennie Loper*

Title: Permit Coordinator

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

Address: 140 Village Circle

City, State, and Zip Code: Senoia, Ga 30276

Telephone Number: Office 770-599-8700 Jennie 404-353-2119

E-mail Address: jennie.loper@JLC.team

Return to the Fayette County Administrative Complex, Planning & Zoning Department, 140 Stonewall Avenue West, Suite 202, Fayetteville, GA 30214 - Phone: 770-305-5419

PROPERTY OWNERS

COUNT	PROPERTY OWNER	ADDRESS	SUBDIVISION NAME	LOT NUMBER
1	Jeff Lindsey Communities	Dansby Way	Bernhard Farms	1
2	Jeff Lindsey Communities	Dansby Way	Bernhard Farms	2
3	Jeff Lindsey Communities	Dansby Way	Bernhard Farms	3
4	Jeff Lindsey Communities	Dansby Way	Bernhard Farms	4
5	Jeff Lindsey Communities	Dansby Way	Bernhard Farms	5
6	Jeff Lindsey Communities	Dansby Way	Bernhard Farms	6
7	Jeff Lindsey Communities	Dansby Way	Bernhard Farms	7
8	Jeff Lindsey Communities	Dansby Way	Bernhard Farms	8
9	Jeff Lindsey Communities	Dansby Way	Bernhard Farms	9
10	Jeff Lindsey Communities	Dansby Way	Bernhard Farms	10
11	Jeff Lindsey Communities	Dansby Way	Bernhard Farms	11
12	Jeff Lindsey Communities	Dansby Way	Bernhard Farms	12
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				

COUNT	PROPERTY OWNER	ADDRESS	SUBDIVISION NAME	LOT NUMBER
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COUNTY AGENDA REQUEST

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Department: Fayette County Courts

Presenter(s): David Jaeger, Project Mgr

Meeting Date: Thursday, August 28, 2025

Type of Request: New Business #23

Wording for the Agenda:

Request to award Contract #2584-B; Justice Center Buildout-Construction to Eastern Builders Inc., in the amount of \$12,380,341.40.

Background/History/Details:

Bids have been received in response to the Purchasing Department's Invitation to Bid #2584-B for Construction Services related to the Justice Center Renovation Project. Construction will include build-out of the vacant 3rd floor, renovation of selected spaces to be repurposed on the 1st and 2nd floors and site work related to expansion of the Judge's Parking Lot.

All bids and low bidder references have been reviewed by the Project Manager and Architect of Record, resulting in staff recommendation to award a contract for construction services to the low bidder, Eastern Builders. The recommendation includes all work within the Base Bid, plus items in Alternate Bid Items #1 and #2 for a Total Awarded Contract amount of \$12,380,341.40.

What action are you seeking from the Board of Commissioners?

Award of Contract #2584-B; Justice Center Buildout Construction to Eastern Builders Inc., in the amount of \$12,380,341.40.

If this item requires funding, please describe:

Contract award amount is within limits of budgeted funds in SPLOST project J23AA. Available funding is \$14.5M.

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

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

Approved by Finance Yes

Reviewed by Legal No

Approved by Purchasing Yes

County Clerk's Approval No

Administrator's Approval

Staff Notes:

See Letter of Recommendation by David Jaeger, PE, Project Manager, Mallett Consulting, Inc.



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 *[Signature]*

From: Sherry White *[Signature]*

Date: August 28, 2025

Subject: Contract #2584-B: Justice Center Buildout - Construction

The Purchasing Department issued Invitation to Bid 2584-B to secure a contractor to build out the third floor of the Fayette County Justice Center and renovate the current first and second floors. Notice of the opportunity was emailed to 32 companies. Another 921 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code # 90922 (Building Construction, Non-Residential, Office Bldg., etc.), #90924 (Building Construction, Commercial and Institutional), #90977 (Special Construction: Observatory, Security, Special Rooms, etc.) and #91116 (C.I.P., Construction and Rehabilitation, Buildings). The offer was also advertised through Georgia Local Government Access Marketplace, the Fayette County Newspaper and the County website.

Six (6) companies submitted bids (Attachment 1).

David Jaeger, the Project Manager, has thoroughly reviewed the bids and created the attached itemized tally (Attachment 2). He recommends awarding to Eastern Builders Inc. the contract amount of \$12,380,341.40 including alternates. A Contractor Performance Evaluation is not available since this is the first time working with the contractor. Mr. Jaeger checked their references, and the results were satisfactory.

Specifics of the proposed contract are as follows:

Contract Name	2584-B: Justice Center Buildout - Construction		
Contractor	Eastern Builders Inc.		
Contract Amount	\$12,380,341.40		
Budget:			
Fund	327		2023 SPLOST
Org Code	32720090		JUDICIAL SPLOST
Object	541210		OTHER IMPROVEMENT
Project	J23AA		JUSTICE CENTER RENOVATION
Available	\$14,555,336.31		As of 8/15/2025

ITB #2584-B Justice Center Buildout - Construction
 Bid Opening Price Sheet
 Wednesday, July 2, 2025

Attachment 1

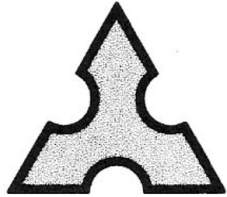
Company Name	Total Bid Price	Alternate No. 1	Alternate No. 2	Total Contract Price with Alternates
Diversified Construction of GA	\$21,131,599.00	\$10,676.00	\$3,903,200.00	\$25,045,475.00
McLeroy Inc.	\$24,550,689.00	\$0.00	\$0.00	\$24,565,739.00
Meja Construction	\$17,325,000.00	\$0.00	-\$785,000.00	\$16,540,000.00
Headley Construction	\$17,823,000.00	\$17,387.00	-\$3,838,000.00	\$14,002,387.00
Albion General Constructors	\$13,897,097.00	-	-	\$13,897,097.00
Eastern Builders	\$12,460,890.40	\$150,000.00	-\$230,549.00	\$12,380,341.40

Blue pricing reflects calculation error.

Attachment 2

BID TABULATION for: Justice Center Renovation (Buildout) For Fayette County, Georgia										Eastern Builders, Inc.					Albion Gen Contractors					MEJA Construction, Inc.				
BID DATE: July 2, 2025										CALCULATED TOTAL PRICE		UNIT PRICE		CALCULATED TOTAL PRICE		UNIT PRICE		CALCULATED TOTAL PRICE						
ITEM #	ITEM DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE					
BASE BID																								
1	MOBILIZATION	1	LS	LS	\$ 100,000.00	**	LS	\$ 60,000.00	LS	\$ 90,000.00		LS	\$ 90,000.00		LS	\$ 90,000.00		LS	\$ 90,000.00					
2	TEMPORARY JOBSITE FACILITIES	1	LS	LS	\$ 392,440.00		LS	\$ 341,400.00	LS	\$ 1,060,000.00		LS	\$ 1,060,000.00		LS	\$ 1,060,000.00		LS	\$ 1,060,000.00					
3	SITE WORK, INCL EXPANSION TO JUDGES PARK LOT	1	LS	LS	\$ 187,534.00	**	LS	\$ 151,830.00	LS	\$ 650,000.00		LS	\$ 650,000.00		LS	\$ 650,000.00		LS	\$ 650,000.00					
4	MODIFICATIONS TO SECURITY FENCING	1	LS	LS	\$ 19,183.00	**	LS	\$ 30,200.00	LS	\$ 180,000.00		LS	\$ 180,000.00		LS	\$ 180,000.00		LS	\$ 180,000.00					
5	LEAK REPAIR AT SUBTERRANEAN TUNNEL	1	LS	LS	\$ 92,750.00		LS	\$ 98,250.00	LS	\$ 110,000.00		LS	\$ 110,000.00		LS	\$ 110,000.00		LS	\$ 110,000.00					
6	BUILDOUT OF 3RD FLOOR	1	LS	LS	\$ 8,087,349.56	**	LS	\$ 8,627,208.00	LS	\$ 12,545,000.00		LS	\$ 12,545,000.00		LS	\$ 12,545,000.00		LS	\$ 12,545,000.00					
7	RENOVATION OF JUSTICE CENTER 2ND FLOOR	1	LS	LS	\$ 1,285,013.21		LS	\$ 1,418,150.00	LS	\$ 1,270,000.00		LS	\$ 1,270,000.00		LS	\$ 1,270,000.00		LS	\$ 1,270,000.00					
8	RENOVATION OF JUSTICE CENTER 1ST FLOOR	1	LS	LS	\$ 2,046,620.63		LS	\$ 2,920,059.00	LS	\$ 1,150,000.00		LS	\$ 1,150,000.00		LS	\$ 1,150,000.00		LS	\$ 1,150,000.00					
9	ALLOWANCE PER SPECIAL CONDITIONS	1	LS	LS	\$ 250,000.00		LS	\$ 250,000.00	LS	\$ 250,000.00		LS	\$ 250,000.00		LS	\$ 250,000.00		LS	\$ 250,000.00					
TOTAL BASE BID				\$		12,460,890.40		\$		13,897,097.00		\$		17,305,000.00		*								
ALTERNATE BID ITEMS																								
A1	ADDITIVE ALTERNATE FOR DOOR HARDWARE	1	LS	LS	\$ 150,000.00		LS	No Bid	*	LS	No Change		LS	No Change		LS	No Change		LS	No Change				
A2	DEDUCTIVE ALTERNATE FOR COURTROOM WOODWORK	1	LS	LS	\$ (230,549.00)		LS	No Bid	*	LS	No Change		LS	No Change		LS	No Change		LS	No Change				
TIME TO COMPLETE				DAYS		550		550		550		380		380										
** Rebalanced per Bid Requirements * Exceptions noted on bid form																								

BID DATE: July 2, 2025			Headley Construction				Diversified Construction				QC by McLeroy, Inc.			
ITEM #	ITEM DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE	UNIT PRICE	CALCULATED TOTAL PRICE			
BASE BID														
1	MOBILIZATION	1	LS	LS	\$ 356,460.00	LS	\$ 69,454.00	LS	\$ 100,000.00	LS	\$ 100,000.00			
2	TEMPORARY JOBSITE FACILITIES	1	LS	LS	\$ 405,000.00	LS	\$ 320,882.00	LS	\$ 219,000.00	LS	\$ 219,000.00			
3	SITE WORK, INCL EXPANSION TO JUDGES PARK LOT	1	LS	LS	\$ 201,000.00	LS	\$ 221,362.00	LS	\$ 110,775.00	LS	\$ 110,775.00			
4	MODIFICATIONS TO SECURITY FENCING	1	LS	LS	\$ 21,000.00	LS	\$ 11,480.00	LS	\$ 20,550.00	LS	\$ 20,550.00			
5	LEAK REPAIR AT SUBTERRANEAN TUNNEL	1	LS	LS	\$ 102,000.00	LS	\$ 457,385.00	LS	\$ 175,250.00	LS	\$ 175,250.00			
6	BUILDOUT OF 3RD FLOOR	1	LS	LS	\$ 11,953,540.00	LS	\$ 13,088,217.00	LS	\$ 13,782,286.00	LS	\$ 13,782,286.00			
7	RENOVATION OF JUSTICE CENTER 2ND FLOOR	1	LS	LS	\$ 2,241,000.00	LS	\$ 2,249,503.00	LS	\$ 4,860,139.00	LS	\$ 4,860,139.00			
8	RENOVATION OF JUSTICE CENTER 1ST FLOOR	1	LS	LS	\$ 2,293,000.00	LS	\$ 2,552,090.00	LS	\$ 4,860,139.00	LS	\$ 4,860,139.00			
9	ALLOWANCE PER SPECIAL CONDITIONS	1	LS	LS	\$ 250,000.00	LS	\$ 250,000.00	LS	\$ 250,000.00	LS	\$ 250,000.00			
TOTAL BASE BID				\$	17,823,000.00	\$	19,220,373.00	\$	24,378,139.00	*				
ALTERNATE BID ITEMS												* Math Error Corrected per Addendum #2		
A1	ADDITIVE ALTERNATE FOR DOOR HARDWARE	1	LS	LS	\$ 17,387.00	LS	\$ 10,676.00	LS	No Change	LS	No Change			
A2	DEDUCTIVE ALTERNATE FOR COURTROOM WOODWORK	1	LS	LS	\$ (3,838,000.00)	LS	\$ (3,903,200.00)	LS	No Change	LS	No Change			
TIME TO COMPLETE			DAYS	600				550				550		



Mallett Consulting, Inc.

ENGINEERING - SURVEYING - PROJECT MANAGEMENT

101 DEVANT STREET, SUITE 804
FAYETTEVILLE, GEORGIA 30214
770-719-3333
770-719-3377 (fax)

Mr. Ted Burgess – Chief Procurement Officer
Fayette County Purchasing Department
140 W. Stonewall Ave
Suite 204
Fayetteville, GA 30214

August 6, 2025

Re: Fayette County Justice Center
3rd Floor Build-out
Review of Bids – Invitation to Bid #2584-B
Recommendation to Award

Dear Mr. Burgess:

In a joint effort, I have worked closely with the Architect of Record, Mr. Rob Evans of IPG, Inc., to review the bids submitted for the above referenced project. Included in this review has been the tabulation of all line item pricing submitted by each bidder and discussions with and evaluation of the project references provided by the low bidder, Eastern Builders of Johns Creek, Georgia.

Our review of the references provided by Eastern Builders was very positive. The projects we reviewed ranged in size from \$4M to \$40M and included significant renovations to existing office buildings, repurposing of buildings for use as a hospitality center, upgrades to a senior living facility and expansion and renovation to the International Airport in Savannah, Georgia. The senior living facility and the airport projects were of specific interest because they required planning, coordinating and working within and adjacent to spaces that remained 'active' during the renovation process. That will be a key feature of the work required by our project.

The references were unified in their positive experiences with Eastern Builders, the successes of their projects and their willingness to work with Eastern Builders again in the future. Each noted that Eastern was large enough to easily handle a project of our size, was very well organized, open and honest in how they tackled unforeseen challenges, able to meet scheduling requirements and provided adequate manpower for labor, supervision and project management. Their skill at working within and near occupied spaces was also noted.

Mr. Ted Burgess
August 6, 2025
Page Two

In addition to the review of references, we have spoken directly with the low bidder. We have confirmed that they have reviewed their pricing and are comfortable with the Bid as submitted. Additionally, we discussed the general nature of this project and the requirement to plan, schedule and sequence work such that the existing occupants and visitors can continue with daily activities with the intent of minimizing disturbance.

Lastly, we were successful in having Eastern redistribute their bid pricing to eliminate the unbalanced nature of their bid, as submitted. This rebalancing was required by the bid documents and did not change the Total Bid Price. The attached Bid Tabulation reflects this rebalanced bid pricing.

As a result of this review, it is our recommendation that the County award this contract to Eastern Builders as follows:

Base Bid Price:	\$ 12,460,890.40
Additive Alternate No. 1:	\$ +150,000.00
Deductive Alternate No. 2:	< \$ - 230,549.00 >

Total Awarded Contract Price: \$ 12,380,341.40

AA No 1: Provides new door hardware/keying for the entire building.

DA No. 2: Alternate millwork and staining to match existing courtrooms.

This amount falls within the budget estimate of \$12,865,000.00 prepared previously for the related construction costs. (Note - Costs for Furniture/Fixtures/Equipment and Testing & Inspection are provided for separately in the project budget and are not included in this contract for construction services.)

Sincerely,
Mallett Consulting, Inc.

David Jaeger

David Jaeger, PE
Project Manager

Cc: Mr. Steve Rapson
Mr. Rob Evans – IPG, Inc.

COUNTY AGENDA REQUEST

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Department: 911 Communications

Presenter(s): Katye Vogt, Director

Meeting Date: Thursday, August 28, 2025

Type of Request: New Business #24

Wording for the Agenda:

Request to approve a twenty (20) year lease term acceptance with the option of three (3) additional five (5) year terms, for a tower site at Huddleston Road for Public Safety Radio System (#1428-P), as outlined in the terms and conditions.

Background/History/Details:

The upgrade of the Public Safety Radio System is an ongoing SPLOST project. Commencement date for the lease will be October 17, 2025. This location will be the first of two sites updating the system design to allow for better overall coverage. Relocating equipment from Willowbend to the subject tower will improve radio coverage in the western sector of the county.

Staff has worked diligently to procure the best lease rates available to Fayette County. The equipment upgrades on the additional site will bolster the capability of Fayette County's P25 radio system.

What action are you seeking from the Board of Commissioners?

Approval of a twenty (20) year lease term acceptance with the option of three (3) additional five (5) year terms, for a tower site at Huddleston Road for Public Safety Radio System (#1428-P), as outlined in the terms and conditions.

If this item requires funding, please describe:

\$6500 setup and inspection fees will be paid from the 2017 SPLOST Public Safety Radio System project (#1428-P).
Monthly lease of \$5845 (4% annual escalator) and associated charges for power, generator fuel, etc. will be come part of the 911 M&O.

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

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

Approved by Finance Yes

Reviewed by Legal

Approved by Purchasing Yes

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

LICENSE AGREEMENT
ATC Contract No: _____

This LICENSE AGREEMENT ("**Agreement**") is entered into as of the latter signature date hereof ("**Effective Date**") by and between American Towers LLC, a Delaware limited liability company, with a place of business at 10 Presidential Way, Woburn, MA 01801 ("**Licensor**") and Fayette County Board of Commissioners, a political subdivision of the state of Georgia, with a place of business at 110 Volunteer Way, Fayetteville, GA 30215 ("**Licensee**").

I. TOWER FACILITY INFORMATION:

Site Name: Peachtree City West

Site Number: 26143

Address and/or location of Tower Facility: 112 Huddleston Road, Peachtree City, Georgia 30269-3126

Tower Facility Coordinates: Lat. 33° 23' 39.029" N33.39417473 Long. 84° 35' 41.431" W-84.59484199

II. NOTICE & EMERGENCY CONTACTS:

- Licensee's local emergency contact (name and number): Stan Skipworth (865) 300-9750.
- Licensor's local emergency contact: Network Operations Communications Center (877) 518-6937.
- Notices to Licensee shall be sent to Licensee's address above to the attention of Katye Vogt.
- Notices to Licensor shall be sent to Licensor's address above to the attention of Contracts Manager.
- Licensor's Remittance Address and ACH/Wire: American Towers LLC, 29637 Network Place, Chicago, IL 60673-1296; ABA Routing #: 021000021, Account #: 227723662; all payments shall include a reference to the Site Name and Site Number as identified above in Section I.

III. PERMITTED USE OF TOWER FACILITY BY LICENSEE:

Transmitting and Receiving frequencies: See Exhibit A for specific frequencies.

Antenna mount height on tower: See Exhibit A for specific location.

All other permitted uses of the Tower Facility including Licensee's Approved Equipment, and the Licensed Space are further described in Section 4 of this Agreement and Exhibits A and B attached hereto.

IV. TERM & FEES:

Initial Term: A period of twenty (20) years beginning on the Commencement Date. The "**Commencement Date**" shall be the earlier of: (i) the date of Licensor's issuance of a NTP or (ii) October 17, 2025.

Renewal Terms: Three (3) additional periods of five (5) years each.

Monthly License Fee: Five Thousand Eight Hundred Forty-Five and 00/100 Dollars (\$5,845.00), increased by the Annual Escalator on the first anniversary of the Commencement Date of this Agreement and each anniversary of the Commencement Date thereafter during the Term (as defined in Appendix I).

Annual Escalator: Four percent (4%).

Initial Application Collocation Fee: The Parties agree that Licensee shall pay to Licensor a one-time non-refundable fee in the amount of Two Thousand and 00/100 Dollars (\$2,000.00) (the "**Collocation Fee**"), payable concurrent with the submission of the initial Application. The Collocation Fee is a negotiated rate associated with Licensee's initial Application and is inclusive of the Application Fee, Site Inspection Fee, SSIS Fee (if applicable), and Structural Analysis Fee. For the avoidance of doubt, any design modifications to the Approved Equipment, whether prior to the initial installation of Licensee's Approved Equipment or subsequent modifications thereto, may result in charges for an additional Application Fee, Site Inspection Fee, SSIS Fee, or Structural Analysis Fee, at the rates defined above, as applicable for each design change.

The following fees are one-time non-refundable fees that Licensee shall pay on a per Application basis to Licensor, for each subsequent Application or each modification to an Application:

☒ Application Fee: One Thousand and 00/100 Dollars (\$1,000.00) per Application, increased annually on each anniversary of the Commencement Date of this Agreement by the Annual Escalator. The Application Fee becomes due and payable upon submission of Licensee's initial Application and any other Applications submitted or modified pursuant to Section 10. The Application Fee is nonrefundable and is earned in full by Licensor upon receipt of such Application (all references to "**Application**" made herein are to the then-current application form issued by Licensor).

☒ Site Inspection Fee: One Thousand Five Hundred and 00/100 Dollars (\$1,500.00), per Application, increased annually on each anniversary of the Commencement Date of this Agreement by the Annual Escalator. Licensee shall pay the Site Inspection Fee pursuant to the terms of Section 8.

☒ Structural Analysis Fee: Licensee shall pay the Structural Analysis Fee pursuant to the terms of Section 10(c).

Electricity for operation of Approved Equipment is to be provided by (check one):

- ☐ Licensor, with the cost of such electricity to be paid by Licensee at the initial rate of \$N/A per month ("**Utility Fee**") subject to adjustment pursuant to Subsection 5(b), OR
☒ Licensee, at its sole expense.

V. TERMS & CONDITIONS:

The attached terms and conditions are incorporated herein by this reference.

VI. OTHER PROVISIONS:

Other provisions: (check one): ☐ None ☒ As listed below

A. **PCN/PCN Retention Fee/Cross-Default.** Licensee, an Affiliate of Licensee or any entity or individual acting on behalf Licensee or an Affiliate of Licensee shall only issue Prior Coordination Notices ("**PCNs**") for the Permitted Frequencies set forth in Exhibit A and shall not issue PCNs for any other frequencies at this Tower Facility or at any other tower facility owned and/or operated by Licensor unless Licensee has submitted an Application for use of the subject frequencies to Licensor for which a partially executed License Agreement shall be signed by Licensee and returned to Licensor within sixty (60) days of the submittal of the Application. Licensee shall withdraw PCNs filed for any frequencies which are not licensed to Licensee by Licensor, no more than ten (10) days from the date of Licensee's withdrawal of an Application or Licensor's election to not process a Licensee-submitted Application. Failure to comply with the terms of this Subsection A shall constitute an event of default pursuant to Section 21 hereof (a "**PCN Default**") for which the cure period is set forth in Section 21. In the event Licensee fails to cure a PCN Default within the cure period set forth in Section 21, then, in addition to all other obligations of Licensee under this Agreement, Licensee shall pay Licensor Twenty Five Thousand and 00/100 Dollars (\$25,000.00) per month as liquidated damages for each tower facility wherein Licensee maintains an active PCN in breach of this Subsection A ("**PCN Retention Fee**"). Licensor and Licensee acknowledge that holding PCNs in violation of this Subsection A reduces Licensor's opportunity to license space at Licensor's tower facilities and since the actual amount of such lost revenue is difficult to determine, Licensor and Licensee agree that the PCN Retention Fee is a reasonable estimate of the damages that would accrue if a breach occurred. Licensor and Licensee agree that the PCN Retention Fee is fair and reasonable and would not act as a penalty to the breaching Party. The PCN Retention Fee shall be remitted by Licensee within ten (10) days of Licensor's written notice to Licensee of Licensee's uncured default of this Subsection A and Licensee shall continue to remit payment of the PCN Retention Fee on a monthly basis on or before the first day of each calendar month while such default of this Subsection A remains uncured. In the event that Licensor does not receive the PCN Retention Fee on or before the first day of each month, then Licensor

may, at its option, declare a default of this Agreement and all agreements between Licensor and Licensee and the PCN Retention Fee shall continue to be due and payable as set forth herein until the time Licensee withdraws the subject PCNs.

B. Notwithstanding anything to the contrary in this Agreement, the offer expressed to Licensee in this Agreement shall automatically become null and void with no further obligation by either Party hereto if a structural analysis of the Tower Facility completed after the execution of this Agreement by Licensor but before the commencement of the installation of Licensee's Approved Equipment indicates that the Tower Facility is not suitable for Licensee's Approved Equipment unless Licensor and Licensee mutually agree that structural modifications or repairs shall be made to the Tower Facility on mutually agreeable terms.

C. In no event shall Licensee's use of the Tower Facility, or operation of any of its equipment thereon, be conducted in a manner that interferes with Licensor's lighting system located on any of the towers, building systems, or, in the event that Licensee's equipment is installed on the rooftop of a building, with equipment of any kind used by building tenants who are not tenants of Licensor. In the event that such interference does occur, Licensee shall be solely responsible to reimburse Licensor for any and all costs required to modify and/or upgrade Licensor's lighting system, to comply with all necessary FAA/FCC regulations, as a result of said interference.

[Signatures appear on next page]

IN WITNESS WHEREOF, each Party in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, has caused this Agreement to be executed by its duly authorized representative as of the day and year written below; *provided, however*, that this Agreement shall not become effective as to either Party until executed by both Parties.

LICENSOR:

American Towers LLC, a Delaware limited liability company

LICENSEE:

Fayette County Board of Commissioners, a political subdivision of the State of Georgia

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TERMS AND CONDITIONS

1. DEFINITIONS.

Capitalized terms defined in the body of this Agreement are indexed by location in Appendix I attached hereto. Capitalized terms used in Agreement but not defined herein are defined in Appendix I.

2. GRANT OF LICENSE.

Subject to the terms of this Agreement, Licensor hereby grants Licensee a non-exclusive license to install, maintain and operate the Approved Equipment at the Licensed Space. All Approved Equipment shall be and remain Licensee's personal property throughout the Term of this Agreement. Licensor shall maintain the Tower Facility in good order and repair, wear and tear, damage by fire, the elements or other casualty excepted. In no event shall Licensee's license as granted herein include rights to use the air space above the Approved Equipment, and Licensor reserves the right to install, construct and/or operate additional improvements or equipment of Licensor or others above Licensee's Approved Equipment, including Licensee's shelter (commonly referred to as "stacking"), provided that such additional improvements or equipment do not materially and adversely interfere with the access to or operation of the Approved Equipment, including Licensee's shelter. Licensee is not required to utilize a stackable shelter, provided that, if Licensee opts to install a shelter that is not stackable and if Licensor receives an offer to license the air space above Licensee's non-stackable shelter by a proposed subsequent user, Licensor may, at its election, upon thirty (30) days' prior written notice require Licensee to replace such non-stackable shelter with a stackable shelter of a comparable size, provided that the proposed subsequent user agrees in writing to be wholly responsible for the cost of Licensee's shelter replacement. Subject to any limitations contained in the Ground Lease, Licensor grants Licensee a right of access to the Tower Facility twenty-four (24) hours per day, seven (7) days per week during the Term. Licensor grants Licensee a designated location for the installation of Licensee's utilities over, under or across the Tower Facility (collectively, "**Easement**"). Licensee shall be responsible for any and all Damage or loss that results from the installation of any cables or utility wires by Licensee or any company or person retained by Licensee (including a public utility company), including, without limitation, any damage or loss that results from the accidental cutting of utility wires or cables of any other party operating at the Tower Facility. Licensor shall provide Licensee with one set of keys and/or codes to access the Tower Facility. Licensee shall be responsible for ensuring that Licensor has, at all times, a complete and accurate written list of all employees and agents of Licensee who have been provided the keys or access codes to the Tower Facility. Licensor shall have the right to continue to occupy the Tower Facility and to grant rights to others to the Tower Facility in its sole discretion. Licensee shall have no property rights or interest in the Tower Facility or the Easement by virtue of this Agreement. If Licensor's right to license space on the Tower Facility to Licensee is subject to a right of first refusal for the benefit of a third party and if such third party exercises its right of first refusal prior to the Commencement Date, Licensor may terminate this Agreement upon written notice to Licensee.

3. EXHIBITS.

Within forty-five (45) days following the Commencement Date, Licensee shall provide Licensor with as-built or construction drawings showing the Approved Equipment as installed in both hard copy and electronic form ("**Construction Drawings**"); such Construction Drawings shall include the location of any shelters, cabinets, grounding rings, cables, and utility lines associated with Licensee's use of the Tower Facility. Upon receipt, Licensor shall attach the Construction Drawings as Exhibit C hereto. In the event that Licensee fails to deliver the Construction Drawings as required by this Section, Licensor may cause such Construction Drawings to be prepared on behalf of Licensee and Licensor shall assess a fee for such Construction Drawings in an amount equal to one hundred twenty percent (120%) of the actual cost of obtaining the Construction Drawings including in-house labor, which upon invoicing shall become immediately due and payable by Licensee. In the event of inconsistency or discrepancy between (a) Exhibit A and Exhibit B hereto, Exhibit A shall govern, and (b) between Exhibit A (with respect to Approved Equipment and antenna locations) together with Exhibit B (with respect to Ground Space installation locations) and Exhibit C hereto, Exhibits A and B shall govern, notwithstanding any approval or signature by Licensor or its agents. Licensee hereby acknowledges and agrees that installation of the Approved

Equipment must be in strict accordance with the approved Construction Drawings and Exhibits A and B. Notwithstanding the forgoing, Licensee shall not infer nor shall acceptance of the Construction Drawings by Licensor be deemed to be a representation by Licensor that (i) such Construction Drawings or the plans and specifications described therein are in compliance with federal, state or local laws, ordinances, rules or regulations, (ii) that such installation shall not cause impermissible or unlawful interference, or (iii) that such installation is consistent with Licensee's permitted installation as specifically set forth in Exhibits A and B hereto.

4. USE.

Subject to the terms of any Ground Lease, Licensee shall be permitted the non-exclusive right to install, maintain, operate, service, modify and/or replace its Approved Equipment at the Licensed Space, which Approved Equipment shall be utilized for the transmission and reception of wireless voice and data communications signals (such transmission and reception to be solely within the Permitted Frequencies, and, if the Permitted Frequencies include licensed spectrum, within the spectrum licensed to Licensee by the FCC). If as of the Effective Date, Licensee's wireless business consists of a one-way network which requires only that signals be transmitted from the Tower Facility, then notwithstanding the foregoing sentence, Licensee's use of the Tower Facility under this Agreement shall be limited to the transmission of wireless voice and data communications signals from the Tower Facility. Licensee's permitted use with respect to the Licensed Space shall be limited solely to that enumerated in this Section, and, except pursuant to a separate agreement with Licensor, no person or entity other than Licensee shall have the right to install, maintain or operate its equipment or transmit or receive communications at, or otherwise use, the Licensed Space.

5. LICENSE FEES; TAXES; ASSESSMENTS.

(a) **Monthly License Fee.** The Monthly License Fee as adjusted by the Annual Escalator, shall be payable in advance on the first day of each calendar month during the Term beginning upon the Commencement Date. If the Commencement Date is not the first day of a calendar month, the Monthly License Fee for any partial month shall be prorated on a daily basis.

(b) **Utilities.**

(i) All utility services installed on the Tower Facility for the use or benefit of Licensee shall be made at the sole cost and expense of Licensee and shall be separately metered from Licensor's utilities. Licensee shall be solely responsible for extending utilities to the Tower Facility as necessary for the operation of the Approved Equipment and for the payment of utility charges including connection charges and security deposits incurred by Licensee. Licensee shall obtain and pay the cost of telephone connections, the installation of which shall be in compliance with the procedures for installation and maintenance of Approved Equipment set forth herein.

(ii) **Interruptions in Service.** Licensor shall not be liable in any respect for damages to either person or property nor shall Licensee be relieved from fulfilling any covenant or agreement hereof as a result of any temporary or permanent interruption of electrical service or of any common heating, ventilation and air conditioning system to the extent provided by Licensor. Licensor shall use reasonable diligence to restore any interruption as promptly as practicable to the extent that Licensor can reasonably effect such restoration, but Licensee shall have no claim for damages, consequential or otherwise, on account of any interruption. Licensor has no obligation or responsibility to provide emergency or "backup" power to Licensee.

(c) **Taxes.**

(i) **Property Taxes.** Licensee shall be responsible for the reporting and payment when due of any tax directly related to Licensee's ownership or operation of the Approved Equipment and such reporting and payment shall be made directly to the appropriate tax authorities. Licensee

shall reimburse Licensor in full for any taxes assessed against Licensor but attributed to the Approved Equipment within thirty (30) days of Licensor's request for such reimbursement. Licensor shall pay all property taxes directly assessed against Licensor's property or for which Licensor is obligated to pay under the Ground Lease, provided, however, Licensee shall reimburse Licensee's pro rata share of such taxes. Licensee's pro rata share shall be determined by dividing such taxes evenly among all users Licensor has permitted to utilize any portion of the Tower Facility. Licensee shall reimburse Licensor for such taxes within thirty (30) days of Licensor's request for such reimbursement.

(ii) **Sales; Use and Other Taxes.** Licensor shall be responsible for billing, collecting, reporting, and remitting sales, use and other taxes directly related to any Monthly License Fee or other payments received pursuant to this Agreement. Licensee shall be responsible for reimbursing Licensor for all such sales, use and other taxes billed related to any payments received pursuant to this Agreement. Licensor shall add to the Monthly License Fee or any other payment then due and payable any associated sales, use or other tax, which shall be paid by Licensee at the same time and in the same manner as the Monthly License Fee or other payment due and payable under this Agreement.

(d) **Federal Use Fees & Assessments.** In the event that a particular Licensed Space is at a Tower Facility located on property which is owned by the Bureau of Land Management ("BLM") or the United States Forest Service ("USFS"), Licensee shall reimburse Licensor for any and all fees or assessments attributable to this Agreement or Licensee's use of the Licensed Space paid by Licensor to the BLM or USFS related to such Tower Facility within thirty (30) days of Licensor's request for such reimbursement.

(e) **Restrictions on Reimbursement.** Solely for the purposes of determining Licensee's portion of such taxes, fees, assessments or similar expenses as contemplated in this Section 5 or anywhere else in this Agreement, if any such amounts are determined in whole or in part on the income or profits (aside from gross revenues) of any person or entity, Licensor and Licensee shall agree on a fixed amount (subject to the Annual Escalator, which shall be applied in the same manner as it is applied to the Monthly License Fee), that shall be treated as such tax, fee, assessment or similar expense in lieu of the actual amount, which agreed to amount shall be set forth in an amendment to this Agreement.

(f) **Payment Address.** All payments due under this Agreement shall be made to Licensor at Licensor's Remittance Address shown on page 1 of this Agreement or such other address as Licensor may notify Licensee of in writing.

(g) **No Set-Off.** All payments due under this Agreement shall be due without set-off, notice, counterclaim, or demand from Licensor to Licensee.

(h) **Effect of Partial Payment.** No endorsement or statement on any check or letter accompanying a check for payment of any monies due and payable under the terms of this Agreement shall be deemed an accord and satisfaction, and Licensor may accept such check or payment without prejudice to its right to recover the balance of such monies or to pursue any other remedy provided by law or in this Agreement.

6. TERM.

(a) **Initial Term.** The Initial Term of this Agreement shall be as specified on page 1.

(b) **Renewal Term.** The Term of this Agreement may be extended for each of the Renewal Terms as specified on page 1 of this Agreement, provided that at the time of each such renewal, (i) the Ground Lease remains in effect and has not expired or been terminated, (ii) Licensee is not in default hereunder and no condition exists which if left uncured would with the passage of time or the giving of notice result in a default by Licensee hereunder and (iii) the original Licensee identified on page 1 of this Agreement has not assigned, sublicensed, subleased or otherwise transferred any of its rights hereunder. Provided that

the foregoing conditions are satisfied, this Agreement shall automatically renew for each successive Renewal Term unless either Party notifies the other in writing of its intention not to renew this Agreement at least one hundred eighty (180) days prior to the end of the then existing Term.

(c) **Holdover Term.** If Licensee fails to remove the Approved Equipment at the expiration of the Term, such failure shall be deemed to extend the Term of this Agreement on a month-to-month basis under the same terms and conditions herein except that (i) a monthly license fee shall be due on or before the first day of every calendar month during such month-to-month term in an amount equal to one hundred fifty percent (150%) of the Monthly License Fee in effect for the last month of the Term prior to the commencement of such month-to-month term ("**Holdover Fee**"), such Holdover Fee to escalate annually on the anniversary of the Commencement Date by an amount equal to six percent (6%) of the Holdover Fee in effect for the month immediately prior to the month in which such escalation takes place, and (ii) the month-to-month extension shall be terminable upon fifteen (15) days' prior written notice from either Licensor or Licensee to the other; provided, however, nothing contained herein shall grant Licensee the unilateral right to extend the Term of this Agreement after the expiration of the Term. In addition to the monthly license fee payable to Licensor in the event of an extension under this Subsection 6(c), Licensee agrees to indemnify and hold Licensor harmless from any Damages arising out of or in connection with the extension, the operation of the Approved Equipment at the Tower Facility and Licensee's failure to perform all of its obligations under this Agreement at the termination or earlier expiration of this Agreement.

7. COMMON EXPENSES.

Licensee shall reimburse Licensor for Licensee's pro-rata share of all common expenses (the "**Common Expenses**") incurred by Licensor in the installation, operation, maintenance and repair of the Tower Facility, including, but not limited to, the construction, maintenance and repair of a common septic system and field, insurance, common utilities, submeter monitoring (if applicable), and any and all other costs of operating and maintaining the Tower Facility. Notwithstanding the foregoing, the cost and expenses associated with any Damage which is directly attributable to the acts or omissions of Licensee or Licensee's contractors shall be borne solely by Licensee. Licensee shall not be required to pay any share of costs or expenses incurred to replace the Tower. In the event that Licensee also licenses space within a building or shelter owned by Licensor on the Tower Facility, Licensee shall also reimburse Licensor for its pro-rata share of all Common Expenses incurred for the operation, maintenance, repair and replacement associated with such building or shelter, including, without limitation, the physical structure of the building, HVAC system, common utility expenses, and submeter monitoring (if applicable). In the event that Licensee is connected to a generator or back-up power supply owned by Licensor, Licensee shall also reimburse Licensor for its pro-rata share of all expenses incurred for the operation, maintenance, repair and replacement associated with such generator, including, without limitation, fuel expenses. For the purposes of this Section, a "pro-rata share" of costs and expenses shall be determined based on the number of licensees using the Tower Facility (or with respect to a shared shelter or building, the number of licensees using Licensor's shelter or building) on the first day of the month in which an invoice is mailed to Licensee. Licensee shall reimburse Licensor for Common Expenses within thirty (30) days following receipt of an invoice from Licensor.

8. SITE INSPECTION.

Concurrent with Licensee's delivery of a fully executed Agreement to Licensor, and before the date of any subsequent modifications to or installation of additional Approved Equipment, Licensee shall pay Licensor the Site Inspection Fee as defined on page 1 of this Agreement for each Application Licensee submits to install or modify its Approved Equipment. Licensee acknowledges that any site inspection performed by Licensor of Licensee's installation is for the sole purpose and benefit of Licensor and its affiliates, and Licensee shall not infer from or rely on any inspection by Licensor as assuring Licensee's installation complies with any Applicable Laws, that the installation was performed in a good, workmanlike manner or that such installation will not cause impermissible or unlawful interference.

9. LABELING.

Licensee shall identify its Approved Equipment, including its equipment cabinets and coaxial cable (at the top and bottom of the Tower) (unless such cabinet is located in a building or cabinet owned by Licensee) by labels with Licensee's name, contact phone number and date of installation. In the event that Licensee fails to comply with this provision and fails to cure such deficiency within ten (10) days of Licensor's written notice of such failure, Licensor may, but is not obligated to, in addition to any other rights it may have hereunder, label the Approved Equipment and assess against Licensee a fee of One Thousand Five Hundred and 00/100 Dollars (\$1,500) ("**Labeling Fee**") which shall be payable to Licensor upon receipt of an invoice therefor. Licensor shall not be responsible to Licensee for any expenses or Damages incurred by Licensee arising from the interruption of Licensee's service caused by Licensor if Licensor is unable to identify the Approved Equipment as belonging to Licensee as a result of Licensee's failure to label such Approved Equipment.

10. IMPROVEMENTS BY LICENSEE.

(a) **Installation and Approved Vendors.** Prior to the commencement of Licensee's initial installation, and again prior to any installation of any additional equipment, Licensee shall submit to Licensor for review and approval, an Application, including detailed plans and specifications accurately describing all aspects of the proposed Work relating to the construction, installation, relocation, and reconfiguration of Licensee's Approved Equipment on the Tower. Licensee shall provide notice to Licensor no less than five (5) days prior to the date upon which Licensee intends to commence Work at the Tower Facility, together with a construction schedule, so Licensor has the opportunity to be present during any such Work. Licensee shall not commence Work on the Tower Facility until Licensor issues to Licensee a NTP. Licensor shall issue a NTP only upon request from Licensee and receipt of the following complete and accurate documentation: (1) evidence that any contingencies set forth in the approval of Licensee's Application have been satisfied; (2) evidence that Licensee has obtained all required governmental approvals including, but not limited to, zoning approvals, building permits, and any applicable environmental approvals including copies of the same; (3) a copy of the plans and specifications that have been approved by Licensor for the proposed equipment installation; (4) evidence that any party, other than Licensor but including Licensee, that will be performing the Work are on Licensor's approved vendor list, with valid and current worker's compensation and general liability insurance certificates on file with Licensor naming Licensor as an additional insured and which otherwise satisfy the insurance coverage requirements set forth in Subsection 15(d) of this Agreement; and (5) a construction schedule. In no event will a NTP be issued prior to the payment by Licensee of an Application Fee or any other required fees, pursuant to Section 8 and 10 of this Agreement. Notwithstanding anything to the contrary in this Agreement, Licensor reserves the right, in its sole discretion, to refuse to permit any person or company to climb the Tower.

(b) **Structural Analysis/Interference Analysis.** Prior to the commencement of any Work on the Tower Facility by or for the benefit of Licensee, Licensor may, in its reasonable discretion, perform or cause to be performed a structural analysis or require a professional engineer's certified letter to determine the availability of capacity at the Tower Facility for the installation or modification of any Approved Equipment and/or additional equipment at the Licensed Space by Licensee. Licensee agrees to remit payment to Licensor for all reasonable costs and expenses incurred by Licensor for such structural analysis or professional engineer's certified letter ("**Structural Analysis Fee**") within thirty (30) days following receipt of an invoice from Licensor. The foregoing charge shall be at Licensor's prevailing rates for the performance of same or the amount Licensor's vendor is then charging Licensor, as applicable. In the event a structural analysis is performed after the execution of this Agreement but prior to the initial installation of the Approved Equipment, and such analysis indicates that the existing Tower cannot accommodate the proposed installation of Licensee's Approved Equipment thereon, Licensor shall notify Licensee that modification of the Tower is required and inform Licensee of the fee Licensor will charge Licensee to complete such modification (which fee shall be a reasonable estimate of Licensor's actual cost of making such modifications). Such modification shall become part of the Tower Facility and be Licensor's sole property. If Licensee elects not to pay such fee, and Licensee and Licensor do not otherwise reach an agreement regarding the costs of such modification, Licensee may terminate this Agreement upon written notice to Licensor. Prior to the commencement of any initial or subsequent construction or installation on the Tower

Facility by or for the benefit of Licensee and/or the modification of Licensee's Permitted Frequencies propagated from the Licensed Space, Licensor may elect to perform a shared site interference study ("**SSIS**") and Licensee shall pay Licensor One Thousand Six Hundred and 00/100 Dollars (\$1,600.00) per study ("**SSIS Fee**"), increased annually on the anniversary of the Commencement Date by a percentage rate equal to the Annual Escalator. The SSIS Fee shall be payable at the time Licensee pays the Application Fee where required pursuant to Subsection 10(c) of this Agreement, or immediately upon receipt of notice from Licensor that Licensor has determined that a SSIS is required. In the event a SSIS is performed after the execution of this Agreement by Licensor but prior to the installation of Licensee's Approved Equipment, and such SSIS indicates that the proposed installation of Licensee's Approved Equipment on the Tower is acceptable, such an indication in no way relieves Licensee of its obligations under Section 11 herein.

(c) **Equipment; Relocation, Modification, Removal.** Licensor hereby grants Licensee reasonable access to the Licensed Space for the purpose of installing and maintaining the Approved Equipment and its appurtenances. Except as otherwise provided, Licensee shall be responsible for all site Work to be done on the Licensed Space or the Easement pursuant to this Agreement. Licensee shall provide all materials and shall pay for all labor for the construction, installation, operation, maintenance, and repair of the Approved Equipment. Licensee shall not construct, install, or operate any equipment or improvements on the Tower Facility other than those which are described on Exhibit A, alter the Permitted Frequencies, or alter the operation of the Approved Equipment. Licensee shall submit an Application, utilizing Licensor's then current form, to request the right to replace or modify its Approved Equipment, alter the Permitted Frequencies or increase the Ground Space, which Application shall be accompanied by an Application Fee and any other fees applicable to the proposed modifications, as provided for in Sections 8 and 10 of this Agreement. Licensor shall evaluate for approval the feasibility of Licensee's request, which approval shall be in Licensor's sole discretion. Licensee acknowledges that any such relocation or modification of the Approved Equipment may result in an increase in the Monthly License Fee. An amendment to this Agreement shall be prepared to reflect each addition or modification to Licensee's Approved Equipment to which Licensor has given its written consent and the resulting increase in the Monthly License Fee, if any. Licensee shall have the right to remove all Approved Equipment at Licensee's sole expense on or before the expiration or earlier termination of the License provided Licensee repairs any damage to the Tower Facility or the Tower caused by such removal. Within thirty (30) days of the expiration or termination of this Agreement for any reason, Licensee shall: (i) remove the Approved Equipment and any other property of Licensee at the Tower Facility at Licensee's sole risk, cost, and expense; (ii) deliver the Licensed Space in substantially the same and in as good a condition as received (ordinary wear and tear excepted); and (iii) repair any damage caused by the removal of the Approved Equipment within ten (10) days of the occurrence of such damage. If Licensee fails to timely pay the Holdover Fee or does not remove its Approved Equipment within thirty (30) days after the expiration or termination of this Agreement, (i) the Approved Equipment shall be deemed conclusively and absolutely abandoned by Licensee and anyone claiming by, through, or under Licensee except for Hazardous Substances and waste and Approved Equipment containing Hazardous Substances and waste; and (ii) Licensor shall have the right to remove the Approved Equipment at Licensee's sole expense and dispose of such Approved Equipment in any manner Licensor so elects, and Licensee shall reimburse Licensor for its expenses upon demand without off-set.

11. RF INTERFERENCE/ USER PRIORITY.

(a) **Definitions.** For purposes of this Section 11, the following capitalized terms shall have the meanings set forth herein:

(i) **Interference** includes any performance degradation, misinterpretation, or loss of information to a radio communications system caused by unwanted energy emissions, radiations, or inductions, but shall not include permissible interference as defined by the FCC, and in addition, with regard to Unlicensed Frequencies, congestion.

(ii) **Licensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are licensed by the FCC in the geographic area where the Tower Facility is located.

(iii) A **Licensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Licensed Frequencies at the Tower Facility, but only with respect to such Licensed Frequencies.

(iv) A **Priority User** is any Licensed User of the Tower Facility that holds a priority position in relationship to Licensee for protection from Interference, as determined in this Section 11, which status is subject to change as set forth herein.

(v) A **Subsequent User** is any user of the Tower Facility that holds a subordinate position in relationship to Licensee for protection from Interference, as determined in this Section 11, which status is subject to change as set forth herein.

(vi) **Unlicensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are not licensed by the FCC and are available for use by the general public in the geographic area where the Tower Facility is located.

(vii) An **Unlicensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Unlicensed Frequencies at the Tower Facility, but only with respect to such Unlicensed Frequencies.

(b) **Information.** Licensee shall cooperate with Licensor and with other lessees, licensees, or occupants of the Tower Facility for purposes of avoiding Interference and/or investigating claims of Interference. Upon request, Licensee, within ten (10) days of Licensor's request, shall provide Licensor with a list of Licensee's transmit and receive frequencies and Approved Equipment specifications necessary to resolve or investigate claims of Interference.

(c) **Unlicensed Frequencies.** Notwithstanding any other provision contained herein, as among Licensor, Licensee and other users of the Tower or Tower Facility, (i) an Unlicensed User shall have no priority with respect to any other FCC Unlicensed Users with respect to Interference; and (ii) an Unlicensed User's rights and obligations with respect to such Interference shall be determined and governed by FCC Rules and Regulations and any other Applicable Law. Licensor expressly disclaims any and all warranties and accepts no responsibility for management, mediation, mitigation or resolution of Interference among FCC Unlicensed Users operating at the Tower Facility and shall have no liability therefor.

(d) **Licensed Frequencies.** Subject to FCC Rules and Regulations and other Applicable Law, the Parties acknowledge and agree that the accepted industry standard for priority protection from Interference between multiple Licensed Users has been based on the priority of occupancy of each user to another user of the Tower or Tower Facility, which priority has been based on the order of submittal of its collocation Application by each user of the Tower or Tower Facility. Should the application of FCC Rules and Regulations and other Applicable Law not resolve any claims of Interference consistent with Subsections 11(e), 11(f) and 11(g) below, as among Licensor, Licensee and other users of the Tower Facility, (i) each Licensed User's priority shall be maintained so long as the Licensed User does not change the equipment and/or frequency that it is entitled to use at the Tower Facility at the time of its initial occupancy; and (ii) Licensee acknowledges and agrees that if Licensee replaces its Approved Equipment or alters the radio frequency of the Approved Equipment to a frequency range other than as described on page 1 of this Agreement, Licensee will lose its priority position for protection from Interference with regard to Approved Equipment operating at the new frequency in its relationship to other Licensed Users which are in place as of the date Licensee replaces its Approved Equipment or alters its radio frequency, consistent with this Section 11.

(e) **Correction.**

(i) **Licensee.** Licensee agrees not to cause Interference with the operations of any other user of the Tower or Tower Facility and to comply with all other terms and provisions of this Section 11 imposed upon Licensee. If Licensor determines, in its reasonable discretion based on

standard and accepted engineering practices, that Licensee's Approved Equipment is causing Interference to the installations of Licensor or a Priority User, Licensee shall, within 48 hours of notification from Licensor, take such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Licensee's operations. If Licensee cannot mitigate or eliminate such Interference within the 48 hour period, Licensor may file a complaint with the FCC (currently the FCC's Enforcement Bureau, Spectrum Enforcement Division) or if such other user of the Tower Facility which is subject to Interference from Licensee's Approved Equipment is a Priority User, then upon the request of such Priority User consistent with Licensor's contractual obligations owed to the Priority User, Licensor may require that Licensee turn off or power down its interfering Approved Equipment and only power up or use such Approved Equipment during off-peak hours specified by Licensor in order to test whether such Interference continues or has been satisfactorily eliminated. If Licensee is unable to resolve or eliminate, to the satisfaction of Licensor, such Interference within thirty (30) days from Licensee's initial notification thereof, Licensee will immediately remove or cease operations of the interfering Approved Equipment.

(ii) **Licensor.** Upon the request of Licensee, Licensor hereby covenants to take commercially reasonable efforts to prohibit a Subsequent User from causing Interference with the operations of Licensee to the extent Licensee is a Priority User pursuant this Section 11. If Licensor determines, in its reasonable discretion based on standard and accepted engineering practices, that a Subsequent User's equipment is causing Interference to the installations of Licensee, upon Licensee's request, Licensor shall, within 48 hours of request, commence such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Subsequent User's operations.

(iii) **Government Users.** Notwithstanding the foregoing, if another user of the Tower or Tower Facility is a governmental entity, Licensor shall give such governmental entity written notice of the Interference within five (5) Business Days of Licensor's determination that such action is reasonably necessary. Licensor shall have the right to give the governmental entity five (5) Business Days, or more as specified in the governmental site or occupancy agreement or as required by Applicable Law, from the receipt of such notice prior to Licensor being required to take any actions required by this Subsection 11(e) to cure such Interference.

(f) **FCC Requirements Regarding Interference.** Nothing herein shall prejudice, limit, or impair Licensee's rights under Applicable Law, including, but not limited to, FCC Rules and Regulations to redress any Interference independently of the terms of this Section 11. Notwithstanding anything herein to the contrary, the provisions set forth in this Section 11 shall be interpreted in a manner so as not to be inconsistent with Applicable Law, including, but not limited to, FCC Rules and Regulations and nothing herein relieves Licensee from complying with all Applicable Laws governing the propagation of radio frequencies and/or radio frequency interference. The Parties acknowledge that currently FCC Rules and Regulations govern the obligations of wireless telecommunication service providers with respect to the operation of equipment and use of frequencies. Consequently, the provisions set forth in this Section 11 are expressly subject to CFR, Title 47, including but not limited to Part 15, et seq, governing Radio Frequency Devices; Part 20, et seq, governing commercial mobile radio services; Part 24, et seq, governing personal communications services; Part 90, et seq, governing private land mobile radio services; and Part 96, et seq, governing Citizens Broadband Radio Service. In addition, in accordance with good engineering practice and standard industry protocols, licensees employ a wide range of techniques and practices, including those involving the use of proper types of equipment as well those related to the adjustment of operating parameters, in a mutually cooperative effort to identify and mitigate sources of Interference. The obligation of Part 20 licensees, including, but not limited to, private paging, specialized mobile radio services, cellular radiotelephone service and personal communications services, to avoid Interference is set forth in 47 CFR Part 90, Subpart N – Operating Requirements, §90.403(e). Claims of Interference are ultimately cognizable before the FCC's Enforcement Bureau, Spectrum Enforcement Division. Licensee shall observe good engineering practice and standard industry protocols, applying such commercially reasonable techniques as constitute best practices among licensees, in the deployment of their frequencies and the operation of the Approved Equipment. If Licensee deploys its frequencies or operates the Approved Equipment in a manner

which prevents any other user of the Tower or Tower Facility from decoding signal imbedded in their licensed frequencies such that the Spectrum Enforcement Division makes a determination that Licensee is the cause of the Interference and Licensee fails or refuses to mitigate or eliminate the Interference within the time and in the manner prescribed by the Spectrum Enforcement Division, Licensee shall be default of this Agreement and the remedies set forth in Section 22 shall apply.

(g) **Public Safety Interference.** As of the Commencement Date, Licensor and Licensee are aware of the publication of FCC Final Rule, Private Land Mobile Services; 800 MHz Public Safety Interference Proceeding, *Federal Register*: November 22, 2004 (Volume 69, Number 224), Rules and Regulations, Page 67823-67853 ("**Final Rule**"). Claims of Interference made by or against users which are public safety entities shall be in compliance with the Final Rule as and when effective, or otherwise in accordance with FCC Rules and Regulations.

(h) **AM Detuning.** The parties acknowledge that the FCC Rules and Regulations govern the obligations of Licensee with respect to the operation of the Approved Equipment. Consequently, the provisions set forth in this Agreement are expressly subject to the FCC Rules and Regulations, including, but not limited to 47 C.F.R. §§ 27.63, 22.371 and 73.1692. Licensee agrees, at Licensee's sole cost, to comply with the foregoing as well as any and all other FCC Rules, Regulations and public guidance relating to AM detuning as such provisions currently exist or are hereafter modified. Licensee shall be fully responsible for any pre and/or post installation testing for AM interference at the Tower Facility and for the installation of any new detuning apparatus or the adjustment of any existing detuning apparatus that may be necessary to prevent adverse effects on the radiation pattern of any AM station caused by the installation of the Approved Equipment. Licensee shall provide Licensor with written proof of such compliance. In the event that Licensee determines that pre or post-installation testing for AM interference is not required at the Tower Facility, such a determination shall be at Licensee's sole risk. If Licensee or Licensor receives a complaint of interference from an AM broadcast station after the Approved Equipment is added to a Tower or a Tower is modified to accommodate Licensee, Licensee shall eliminate such interference within thirty (30) days of the receipt of such complaint. Licensee's failure to eliminate such interference within such thirty (30) day period shall constitute a default under this Agreement and Licensor shall have the right to eliminate such interference at Licensee's expense. Licensee further agrees to indemnify Licensor in the event that Licensee's failure to comply with the FCC Rules and Regulations prior to installation/modification of the Approved Equipment results in any administrative investigation, proceeding or adjudication with respect to Licensor.

12. SITE RULES AND REGULATIONS.

Licensee agrees to comply with the reasonable rules and regulations established from time to time at the Tower Facility by Licensor, which may be modified by Licensor from time to time upon receipt by Licensee of such revised rules and regulations. Such rules and regulations will not unreasonably interfere with Licensee's use of the Licensed Space under this Agreement.

13. DESTRUCTION; CONDEMNATION.

(a) **Destruction.** If the Tower or other portions of the improvements at the Tower Facility owned by Licensor are destroyed or so damaged as to materially interfere with Licensee's use and benefits from the Licensed Space, Licensor or Licensee shall be entitled to elect to cancel and terminate this Agreement on the date of such casualty and any unearned Monthly License Fee paid in advance of such date shall be refunded by Licensor to Licensee within thirty (30) days of such termination date. Notwithstanding the foregoing, Licensor may elect, in its sole discretion, to restore the damaged improvements, in which case Licensee and Licensor shall remain bound to the terms of this Agreement but Licensee shall be entitled to an abatement of the Monthly License Fee during the loss of use. If the Tower is so damaged that reconstruction or repair cannot reasonably be undertaken without removing the Approved Equipment, then (i) Licensor may, upon giving written notice to Licensee, remove any of the Approved Equipment and interrupt the signal activity of Licensee, (ii) Licensee may, at Licensee's sole cost and expense, install temporary facilities pending such reconstruction or repair, provided such temporary facilities do not interfere with the construction, rebuilding or operation of the Tower, (iii) Licensor agrees to provide

Licensee alternative space, if available, on the Tower or at the Tower Facility during such reconstruction/repair period and (iv) should Licensor not substantially restore or replace the Tower in a fashion sufficient to allow Licensee to resume operations thereon within 6 months of the date of casualty, provided that such 6 month period shall be automatically extended for so long as Licensor has commenced and diligently continues to restore or replace such Tower, and Licensee's operation has been materially disrupted for sixty (60) or more consecutive days, then Licensee, upon thirty (30) days' prior written notice to Licensor, may terminate this Agreement.

(b) **Condemnation.** If the whole or any substantial part of the Tower Facility shall be taken by any public authority under the power of eminent domain or in deed or conveyance in lieu of condemnation so as to materially interfere with Licensee's use thereof and benefits from the Licensed Space, then this Agreement shall terminate on the part so taken on the date of possession by such authority of that part, and Licensor or Licensee shall have the right to terminate this Agreement and any unearned Monthly License Fee paid in advance of such termination shall be refunded by Licensor to Licensee within thirty (30) days following such termination. Notwithstanding the foregoing, Licensor may elect to rebuild the Tower or other improvements affected by such condemnation at an alternate location or property owned, leased, or managed by Licensor, in which case Licensee and Licensor shall remain bound hereby. Upon such relocation of the Tower or improvements, the Licensed Space shall be modified to include the new Tower or improvements and the property on which the same are located and this Agreement shall be amended accordingly to clarify the rights of Licensor and Licensee with respect to the Licensed Space. Licensee agrees not to make a claim to the condemning authority for any condemnation award to the extent such claim shall diminish or affect the award made to Licensor with regard to such condemnation.

(c) **License Fee Abatement.** The Monthly License Fee with respect to the affected Tower Facility shall be abated during any period that the Tower has not been restored following an event described in Subsections (a) or (b) above so long as Licensee is unable to continue to operate from a temporary location at the Tower Facility during any period of restoration.

14. COMPLIANCE WITH LAWS.

Licensor shall be responsible for compliance with any marking and lighting requirements of the FAA and the FCC applicable to the Tower Facility, provided that if the requirement for compliance results from the presence of the Approved Equipment on the Tower, Licensee shall pay the costs and expenses therefor (including any lighting automated alarm system so required). Licensee has the responsibility of carrying out the terms of Licensee's FCC license with respect to tower light observation and notification to the FAA if those requirements imposed on Licensee are in excess of those required of Licensor. Notwithstanding anything to the contrary in this Agreement, Licensee shall at all times comply with all Applicable Laws and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, location, use, operation, and removal of the Approved Equipment and other alterations or improvements authorized pursuant to the provisions of this Agreement.

15. INDEMNIFICATION; INSURANCE.

(a) **Mutual Indemnity.** Subject to the mutual waiver of subrogation set forth in Section 27, Licensee and Licensor each indemnifies the other against and holds the other harmless from any and all costs, demands, Damages, suits, expenses, or causes of action (including reasonable attorney's fees and court costs) which arise out of the use and/or occupancy of the Licensed Space by the Indemnifying Party. This indemnity does not apply to any Claims to the extent arising from the gross negligence or intentional misconduct of the Indemnified Party.

(b) **Limits on Indemnification.** Neither Party shall be responsible or liable to any of the foregoing Indemnified Parties for any Damages arising from any claim to the extent attributable to any acts or omissions of other licensees or users occupying the Tower Facility or for any structural or power failures or destruction or damage to the Tower Facility except to the extent caused by the sole, joint, or concurrent gross negligence or willful misconduct of such Party.

(c) **Survival.** The provisions of this Section 15 shall survive the expiration or earlier termination of this Agreement with respect to any events occurring on or before expiration or termination of same whether or not Claims relating thereto are asserted before or after such expiration or termination.

(d) **Insurance.** Licensor and Licensee shall keep in full force and effect, during the Term of this Agreement, insurance coverage in accordance with Appendix II attached hereto.

16. LIMITATION OF PARTIES' LIABILITY.

NEITHER LICENSOR NOR LICENSEE SHALL BE RESPONSIBLE FOR, AND HEREBY WAIVES ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED RESULTING FROM (i) LICENSEE'S USE OR LICENSEE'S INABILITY TO USE THE TOWER FACILITY, OR (ii) DAMAGE TO THE OTHER'S EQUIPMENT. If Licensor shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Agreement or is charged with an indemnity obligation hereunder, and if Licensee shall, as a consequence thereof, recover a money judgment against Licensor (whether compensatory or punitive in nature), Licensee agrees that it shall look solely to Licensor's right, title and interest in and to the Tower Facility and the Tower for the collection of such judgment, and Licensee further agrees that no other assets of Licensor shall be subject to levy, execution or other process for the satisfaction of Licensee's judgment, and that Licensor shall not be personally liable for any deficiency.

17. DISCLAIMER OF WARRANTY.

LICENSOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE TOWER FACILITY OR THE TOWER. LICENSEE HEREBY ACCEPTS THE TOWER FACILITY "AS IS, WHERE IS, WITH ALL FAULTS."

18. NOTICES.

All notices, demands, approvals, requests and other communications shall be in writing to such Party at the address listed in the introductory paragraph of this Agreement (and in each case, in the event of notice to Licensor, with a copy of such notice to American Towers LLC, 116 Huntington Avenue, Boston, MA 02116, Attention: General Counsel) or at such other address as such Party shall designate by notice to the other Party hereto in accordance with this Section 18 (the "**Notice Address**") and may be personally delivered; mailed, via United States certified mail, return receipt requested; or transmitted by overnight courier for next Business Day delivery, and, if not delivered personally, shall be deemed to be duly given or made two (2) Business Days after deposit with the applicable carrier or courier. Notices will be deemed to have been given upon either receipt or rejection. Notwithstanding the foregoing, (i) any notice that is given by a Party may be given by the attorneys for that Party and shall be deemed effective for all purposes herein, and (iii) only notices, letters, documents, or instruments threatening to declare or declaring such addressee or recipient in default under this Agreement shall be required to be sent to the attorneys representing such addressee or recipient, if the name and address of such attorney is provided for herein.

19. ASSIGNMENT; SUBLEASING.

Licensee may not, directly or indirectly, assign this Agreement as a whole, or any portion of Licensee's rights, title and interests hereunder without Licensor's prior written consent. In no event may Licensee sublet, sublease, or permit any use of the Tower Facility or Licensed Space by any other party. Any permitted assignee shall expressly assume, and become bound by, all of Licensee's obligations under this Agreement. Licensor may freely assign, transfer, or sublease this Agreement and, in such event, Licensor shall be relieved of all of its obligations under this Agreement from and after the date of such assignment or transfer. Licensee shall pay Licensor a fee of Five Hundred and 00/100 Dollars (\$500.00) (which fee shall increase annually on each anniversary of the Commencement Date by a percentage rate increase equal to the Annual Escalator) in each instance in which Licensee requests Licensor to consent to an assignment of this Agreement or in which Licensee seeks an estoppel certificate, non-disturbance

agreement, subordination agreement or other similar agreement to defray the administrative cost incurred by Licensor to process such requests, prepare and process any necessary documentation, and modify its database and other information systems to reflect any such agreement. Such fee is due upon submission of Licensor's request and is hereby deemed fully earned by Licensor upon receipt. Notwithstanding anything to the contrary, Licensor may condition its consent to any assignment, on among other things, (i) requiring that the assignee execute a new form of license agreement so long as the Monthly License Fee and Initial and Renewal Terms of such agreement are consistent with those set forth in this Agreement, and (ii) requiring the assignee to demonstrate that it maintains at the time of such assignment, as evidenced by current financial statements provided to Licensor, a financial position reasonably demonstrating the ability of such assignee to meet and perform the obligations of Licensee hereunder through the unexpired balance of the then current Initial Term or Renewal Term. Any purported assignment by Licensee in violation of the terms of this Agreement shall be void. This Agreement shall be binding upon the successors and permitted assigns of both Parties.

20. SUBORDINATION TO GROUND LEASE.

The Parties acknowledge and agree that in the event Licensor's rights in the Licensed Space and/or any part of the Tower Facility is derived in whole or part pursuant to an underlying lease, sublease, permit, easement or other right of use agreement (a "**Ground Lease**"), all terms, conditions and covenants contained in this Agreement shall be specifically subject to and subordinate to the terms and conditions of the applicable Ground Lease. In the event that any of the provisions of the Ground Lease are in conflict with any of the provisions of this Agreement (other than those provisions relating to the length of term, termination rights or financial consideration), the terms of the Ground Lease shall control. Further, Licensee agrees to comply with the terms of such Ground Lease as applicable to the access and occupancy of the Licensed Space. Notwithstanding anything contained in this Agreement to the contrary, if the Ground Lease expires or is terminated for any reason, this Agreement shall terminate on the effective date of such termination and Licensor shall have no liability to Licensee as a result of the termination of this Agreement. Licensor is under no obligation to extend the term of or renew the Ground Lease. Licensor shall give Licensee written notice of such termination or expiration of this Agreement as a result of the termination or expiration of the Ground Lease as soon as practicable. Unless prohibited by the terms of such Ground Lease, upon Licensee's written request, Licensor shall provide a copy of any applicable Ground Lease with the economic terms and other terms that Licensor deems reasonably confidential redacted.

21. DEFAULT.

The occurrence of any of the following instances shall be considered to be a default or a breach of this Agreement by Licensee: (i) any failure of Licensee to pay the Monthly License Fee, or any other charge for which Licensee has the responsibility of payment under this Agreement, within ten (10) Business Days of the date following written notice to Licensee from Licensor, or its designee, of such delinquency, it being understood, however, that Licensor is obligated to provide such notice only two times in each calendar year, and the third instance of the failure to pay the Monthly License Fee or any other charge shall be an immediate default without notice to Licensee if not paid within ten (10) Business Days of the date when due; (ii) except for a PCN Default for which the cure period is set forth in clause (iv) below, any failure of Licensee to perform or observe any term, covenant, provision or condition of this Agreement which failure is not corrected or cured by Licensee within thirty (30) days of receipt by Licensee of written notice from Licensor, or its designee, of the existence of such a default; except such thirty (30) day cure period shall be extended as reasonably necessary to permit Licensee to complete a cure so long as Licensee commences the cure within such thirty (30) day cure period and thereafter continuously and diligently pursues and completes such cure; (iii) failure of Licensee to abide by the Interference provisions as set forth in Section 11; (iv) a PCN Default occurs that Licensee fails to cure within ten (10) days of Licensor's written notice to Licensee, or its designee of the existence of such default; (v) Licensee shall become bankrupt, insolvent or file a voluntary petition in bankruptcy, have an involuntary petition in bankruptcy filed against Licensee which cannot be or is not dismissed by Licensee within sixty (60) days of the date of the filing of the involuntary petition, file for reorganization or arrange for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of Licensee's assets, or Licensee makes an assignment for such purposes for the benefit of creditors; (vi) this Agreement or Licensee's interest herein

or Licensee's interest in the Tower Facility are executed upon or attached; (vii) Licensee commits or fails to perform an act which results in a default under or nonconformance with the Ground Lease by Licensor and the same shall not be cured within five (5) Business Days (or such shorter time as permitted under the Ground Lease to cure) of the date following written notice to Licensee from Licensor, or its designee, of such default; or (viii) the imposition of any lien on the Approved Equipment except as may be expressly authorized by this Agreement, or an attempt by Licensee or anyone claiming through Licensee to encumber Licensor's interest in the Tower Facility, and the same shall not be dismissed or otherwise removed within ten (10) Business Days of written notice from Licensor to Licensee.

22. REMEDIES.

In the event of a default or a breach of this Agreement by Licensee and after Licensee's failure to cure the same within the time allowed Licensee to cure such default, if applicable, then Licensor may, in addition to all other rights or remedies Licensor may have hereunder at law or in equity, (i) terminate this Agreement by giving written notice to Licensee, stating the date upon which such termination shall be effective, accelerating and declaring to be immediately due and payable the then present value of all Monthly License Fees and other charges or fees which would have otherwise been due Licensor absent a breach of this Agreement by Licensee, discounted by an annual percentage rate equal to five percent (5%), (ii) terminate electrical power to the Approved Equipment, and/or (iii) remove the Approved Equipment without being deemed liable for trespass or conversion and store the same at Licensee's sole cost and expense for a period of thirty (30) days after which the Approved Equipment, other than Hazardous Substances, will be deemed conclusively abandoned if not claimed by Licensee. Licensee shall pay all reasonable attorney's fees, court costs, removal and storage fees (including any damage caused thereby), and other items of cost reasonably incurred by Licensor in recovering the Monthly License Fee or other fee or charge. Licensee shall not be permitted to claim the Approved Equipment until Licensor has been reimbursed for removal and storage fees. Past due amounts under this Agreement will bear interest from the date upon which the past due amount was due until the date paid at a rate equal to eighteen percent (18%) per annum, or at a lower rate if required by law in the state in which this Agreement is to be performed. In addition, Licensee shall be assessed a late payment fee equal to twenty-five percent (25%) of the then-current Monthly License Fee for any payment or reimbursement due to Licensor under this Agreement which is overdue by ten (10) days or more and such fee shall be assessed for each thirty (30) day period thereafter that any such amount (or portion thereof) remains unpaid.

23. GOVERNMENTAL APPROVALS; PERMITS.

In the event that any governmental permit, approval or authorization required for Licensor's use of, operation of, or right to license space to Licensee at the Tower Facility is terminated or withdrawn by any governmental authority or third party as part of any governmental, regulatory, or legal proceeding, Licensor may terminate this Agreement. Licensee hereby agrees that in the event of a governmental or legal order requiring the removal of the Approved Equipment from the Tower, the modification of the Tower, or the removal of the Tower, Licensee shall remove the Approved Equipment promptly, but in no event later than the date required by such order, at Licensee's sole cost and expense. Licensor shall cooperate with Licensee in Licensee's efforts to obtain any permits or other approvals that may be necessary for Licensee's installation and operation of the Approved Equipment, provided that Licensor shall not be required to expend any funds or undertake any liability or obligation in connection with such cooperation. Licensor may elect to obtain such required approvals or permits on Licensee's behalf, at Licensee's sole cost and expense. In no event may Licensee encourage, suggest, participate in or permit the imposition of any restrictions or additional obligations whatsoever on the Tower Facility or Licensor's current or future use or ability to license space at the Tower Facility as part of or in exchange for obtaining any such approval or permit. In the event that Licensee's shelter or cabinets are installed above a third-party or Licensor-owned shelter or building, Licensee shall be solely responsible for obtaining any required approvals, or permits in connection with such shelter or cabinet installation, excepting the consent of other users at the Tower Facility and/or the ground landlord which shall remain the sole responsibility of Licensor where required.

24. REPLACEMENT OF TOWER/RELOCATION OF APPROVED EQUIPMENT.

(a) **Replacement of Tower.** Licensor may, at its election, replace or rebuild the Tower or a portion thereof. Such replacement will (i) be at Licensor's sole cost and (ii) not result in an interruption of Licensee's communications services beyond that which is necessary to replace the existing Tower. If Licensee, in Licensee's reasonable discretion, cannot operate the Approved Equipment from the existing Tower during such replacement or rebuild of the Tower, Licensee may establish, at Licensee's sole cost, a temporary facility on the Tower Facility to provide such services as Licensee deems necessary during any such construction by Licensor so long as adequate space is then available. The location of such temporary facilities shall be subject to Licensor's approval. The Monthly License Fee due hereunder shall be abated for any period during which Licensee is prevented from broadcasting from the existing Tower due to such replacement or relocation. At the request of either Party, Licensor and Licensee shall enter into an amendment to this Agreement to clarify the rights of Licensor and Licensee to the new Tower Facility.

(b) **Relocation of Approved Equipment.** In the event another Paying Carrier (as hereinafter defined) desires to occupy the space on the Tower (which includes any necessary vertical separation as determined by Licensor) where Licensee's Approved Equipment is then located (the "**Trigger Condition**"), Licensor reserves the right to require Licensee to decide whether to (i) terminate this Agreement, (ii) relocate Licensee's Approved Equipment located at the Tower Facility, at Licensee's sole cost and expense, to another antenna mount height on the Tower, or (iii) increase the Monthly License Fee to that which would initially be paid by the Paying Carrier ("**Paying Carrier Rate**"), all in accordance with the terms and provisions provided in this Subsection 24(b). Upon the Trigger Condition occurring, Licensor may notify Licensee in writing ("**Relocation Notice**") that the Trigger Condition has occurred and if other spaces or antenna mount heights are available to accommodate Licensee's Approved Equipment on the Tower (without the requirement of any improvements to the Tower by Licensor), indicate which other spaces or antenna mount heights are so available and, also, indicate the Paying Carrier Rate. Within ten (10) Business Days of Licensee's receipt of the Relocation Notice, Licensee will be required to inform Licensor in writing of its election either to (A) increase the Monthly License Fee to the Paying Carrier Rate (which would thereafter be subject to escalation of the Monthly License Fee generally as otherwise provided in this Agreement) and continue to occupy the same space or antenna mount height on the Tower; (B) provided other spaces or antenna mount height are available on the Tower, relocate Licensee's Approved Equipment to one of the other such spaces or antenna mount height as specified in the Relocation Notice; or (C) remove Licensee's Approved Equipment from Tower and terminate this Agreement. If Licensee elects option (A), then such election shall be effective and the Monthly License Fee shall increase effective upon the eleventh Business Day after Licensee's receipt of the Relocation Notice without further act or deed. If Licensee elects option (B), if such option is available, and notifies Licensor that it elects to relocate its Approved Equipment to a particular antenna mount height or space specified in the Relocation Notice, Licensee shall have forty-five (45) days of Licensee's receipt of the Relocation Notice to relocate its Approved Equipment on the Tower to such elected space or antenna mount height at Licensee's sole cost and expense, such relocation to be subject to all of the terms and conditions of this Agreement otherwise imposed. If Licensee elects or is deemed to elect option (C), Licensee will remove its Approved Equipment from the Tower Facility within forty-five (45) days of Licensee's receipt of the Relocation Notice, such removal to be subject to all terms and conditions of this Agreement otherwise imposed. If Licensor fails to receive notice from Licensee within such ten (10) Business Day period as to whether Licensee elects option (A), (B) or (C), then Licensee shall be deemed conclusively to have elected option (C). If Licensee elects option (B) or elects or is deemed to elect option (C), if Licensee fails to relocate or remove the Approved Equipment within such time period as required above, TIME BEING OF THE ESSENCE, then the Approved Equipment shall be deemed conclusively and absolutely abandoned by Licensee and anyone claiming by, through, or under Licensee except for Hazardous Substances and waste and equipment containing Hazardous Substances and waste, which shall be removed by Licensee from the Tower Facility immediately; and Licensor shall have the right to remove the Approved Equipment at Licensee's sole expense and dispose of such Approved Equipment in any manner Licensor so elects, and Licensee shall reimburse Licensor for its expenses upon demand without off-set. For purposes of this Subsection, a "**Paying Carrier**" is a paying carrier or potential licensee of Licensor which, through a written Application or offer, offers to monetarily compensate Licensor for the right to use the space on the Tower included in the Licensed Space.

(c) **Tower Removal:** If during the term of this Agreement Licensor determines based on engineering structural standards generally applied to communications towers that the Tower is or has

become structurally unsound such that pursuant to generally accepted industry safety standards the Tower or a portion thereof must be removed, then, upon ninety (90) days' prior written notice to Licensee, Licensor may, in its sole discretion either (i) remove the Tower and terminate this Agreement effective as of the date of such removal, or (ii) modify the Tower and relocate Licensee's Approved Equipment to an alternative location on the modified Tower. If Licensee and Licensor are not able to agree on an alternative location on the modified Tower for the installation of Licensee's Approved Equipment within the foregoing ninety (90) day notice period, then Licensee or Licensor may elect to terminate this Agreement.

25. EMISSIONS.

If antenna power output ("**RF Emissions**") is presently or hereafter becomes subject to any restrictions imposed by the FCC or other governmental agency for RF Emissions standards on Maximum Permissible Exposure ("**MPE**") limits, or if the Tower Facility otherwise becomes subject to federal, state or local rules, regulations, restrictions or ordinances, Licensee shall comply with Licensor's reasonable requests for modifications to the Approved Equipment which are reasonably necessary for Licensor to comply with such limits, rules, regulations, restrictions or ordinances and Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower Facility to promptly comply. If Licensor requires an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with MPE limits, then all reasonable costs of such an evaluation or study shall be paid proportionately by Licensee and all other licensees of the Tower within thirty (30) days of Licensor's request therefor. If said study or a study sponsored by any governmental agency indicates that RF Emissions at the Tower Facility do not comply with MPE limits, then Licensee and Licensor, each for itself, shall immediately take any and all steps necessary to ensure that it is individually in compliance with such limits, up to and including cessation of operation, until a maintenance program or other mitigating measures can be implemented to comply with MPE and in addition, Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower to take similar steps necessary to ensure that they are individually in compliance with such limits.

26. ENVIRONMENTAL.

Licensee covenants that it will not use, store, dispose, or release any Hazardous Substances on the Tower Facility in violation of Applicable Law. Licensee agrees to indemnify and save harmless Licensor against any and all Claims, liabilities, causes of action, Damages, orders, judgments, and clean-up costs arising from Licensee's breach of any of the covenants contained in this Section 26. The obligations of Licensee to indemnify Licensor pursuant to this Section 26 shall survive the termination or expiration of this Agreement.

27. SUBROGATION.

(a) **Waiver.** Licensor and Licensee waive all rights against each other and any of their respective consultants and contractors, agents and employees, for Damages caused by perils to the extent covered by the proceeds of the insurance provided herein, except such rights as they may have to the insurance proceeds. All insurance policies required under this Agreement shall contain a waiver of subrogation provision under the terms of which the insurance carrier of a Party waives all of such carrier's rights to proceed against the other Party. Licensee's insurance policies shall provide such waivers of subrogation by endorsement. Licensee shall require by appropriate agreements, written where legally required for validity, similar waivers from its contractors and subcontractors. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

(b) **Mutual Release.** Notwithstanding anything in this Agreement to the contrary, Licensor and Licensee each release the other and its respective affiliates, employees and representatives from any Claims by them or any one claiming through or under them by way of subrogation or otherwise for Damage to any person or to the Tower Facility and to the fixtures, personal property, improvements and alterations in or on the Tower Facility that are caused by or result from risks insured against under any insurance policy carried by each and required by this Agreement, provided that such releases shall be effective only if and to the

extent that the same do not diminish or adversely affect the coverage under such insurance policies and only to the extent of the proceeds received from such policy.

28. GOVERNING LAW.

This Agreement shall be governed by the laws of the state in which the Tower Facility is located, with the exception of its choice of laws provisions. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect. Any approval, consent, decision, or election to be made or given by a Party may be made or given in such Party's sole judgment and discretion, unless a different standard (such as reasonableness or good faith) is provided for explicitly.

29. MISCELLANEOUS.

Upon Licensor's written request, Licensee shall promptly furnish Licensor with complete and accurate information in response to any reasonable request by Licensor for information about any of the Approved Equipment or utilities utilized by Licensee at the Tower Facility or any of the channels and frequencies utilized by Licensee thereon. In the event that this Agreement is executed by Licensor, its Affiliates or any trade name utilized by Licensor or its Affiliates and such signatory does not hold the real Tower Facility or leasehold interest in the affected Tower Facility, the execution of this Agreement shall be deemed to have been properly executed by Licensor or Licensor's Affiliate which properly holds such interest in the affected Tower Facility. Upon the termination or expiration of this Agreement, Licensee shall immediately upon the request of Licensor deliver a release of any instruments of record evidencing such Agreement. Notwithstanding the expiration or earlier termination of this Agreement, Sections 15, 16, 17, and 26 shall survive the expiration or earlier termination of this Agreement. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision herein (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected Party. This Agreement constitutes the entire agreement of the Parties hereto concerning the subject matter herein and shall supersede all prior offers, negotiations and agreements, whether written or oral. No revision of this Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement shall be deemed an original and may be introduced or submitted in any action or proceeding as a competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this first be proven.

30. CONFIDENTIALITY.

Neither Party shall use the other's name, service mark or trademark in any public announcement or advertisement without the prior written consent of the other Party, which may be withheld in such Party's sole and absolute discretion.

The submission of this Agreement for examination and negotiation does not constitute an offer to license, or a reservation of, or option for, any portion of the Tower Facility, and Licensee shall have no right to use or occupy any portion of the Tower Facility or any appurtenant easement area hereunder until the execution and delivery of this Agreement by both Licensor and Licensee.

ATTACHED EXHIBITS:

Exhibit A: List of Approved Equipment and location of the Licensed Space

Exhibit B: Site Drawings indicating the location of Ground Space for Licensee's equipment shelter or space in Licensor's building (as applicable)

Exhibit C: As-Built Drawings or Construction Drawings to be attached within forty-five (45) days after the Commencement Date in accordance with Section 3

Appendix I: Definitions

Appendix II: Insurance

Exhibit A

List of Approved Equipment and location of the Licensed Space

Exhibit B

**Site Drawing indicating the location of Ground Space for Licensee's equipment shelter
or space in Licensor's building (as applicable)**

Licensee shall not commence installation until Licensor has approved in writing said drawing and attached it hereto.

Exhibit C

As Built Drawings or Construction Drawings

To be attached hereto within forty-five (45) days after the Commencement Date.

Appendix I

Defined Terms

Affiliate(s): Any corporation, partnership, limited liability company or other entity that (i) is controlled directly or indirectly (through one or more subsidiaries) by Licensee, (ii) is the successor or surviving entity by a merger or consolidation of Licensee pursuant to Applicable Law, or (iii) purchases all or substantially all of the assets of Licensee. For purposes of this definition, “**control**” means the possession of the right through the ownership of fifty percent (50%) or more of the shares with voting rights to effectively direct the business decisions of the subject entity.

Agreement: defined in the introductory paragraph.

Annual Escalator: defined in Section IV.

Applicable Law: All applicable statutes, ordinances, laws, regulations and directives of any federal, state or local governmental unit, authority or agency having jurisdiction over a Licensed Space or affecting the rights and obligations of Licensor or Licensee under this Agreement, including without limitation, the Communications Act of 1934, as amended from time to time, FCC Rules and Regulations, and the rules, regulations and written policies and decisions of the FAA.

Application: defined in Section IV.

Application Fee: defined in Section IV.

Approved Equipment: the communications system, including antennas, radio equipment, cabling and conduits, shelter and/or cabinets and other personal property owned or operated by Licensee at the Licensed Space, as defined in Exhibit A or B to this Agreement.

BLM: defined in Subsection 5(d).

Business Day: a day other than a Saturday, Sunday or legal holiday for commercial banks under the laws of the United States or the state in which the Tower Facility is located.

Claims: demands, claims, suits, actions, proceedings or investigations brought against a Party by an unrelated or unaffiliated person or entity.

Commencement Date: defined in Section IV.

Common Expenses: defined in Section 7.

Connection Fee: defined in Section 5(b).

Construction Drawings: defined in Section 3.

Damages: debts, liabilities, obligations, losses, damages, excluding consequential or punitive damages, costs and expenses, interest (including, without limitation, prejudgment interest), penalties, reasonable legal fees, court costs, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

Easement: defined in Section 2.

Effective Date: defined in the introductory paragraph.

FAA: the United States Federal Aviation Administration or any successor federal agency established for the same or similar purpose.

FCC: the United States Federal Communications Commission or any successor federal agency established for the same or similar purpose.

FCC Rules and Regulations: All of the rules, regulations, public guidance, written policies and decisions governing telecommunications generally and wireless telecommunications specifically as promulgated and administered by the FCC, which on the Effective Date includes, but is not limited to, those administered by the Wireless Telecommunications Bureau of the FCC and more specifically referenced as the Code of Federal Regulations, title 47, parts 0 through 101, as amended.

Final Rule: defined in Subsection 11(g).

Ground Lease: defined in Section 20.

Ground Space: The portion of the Tower Facility licensed for use by Licensee to locate a portion of the Approved Equipment thereon, in the square footage amount depicted on Exhibit B of this Agreement. In no event shall the Ground Space include the air space or rights above the Approved Equipment located in the Ground Space.

Hazardous Substances: Any hazardous material or substance which is or becomes defined as a hazardous substance, pollutant or contaminant subject to reporting, investigation or remediation pursuant to Applicable Law; any substance which is or becomes regulated by any federal, state or local governmental authority; and any oil, petroleum products and their by-products.

Holdover Fee: defined in Subsection 6(c).

Indemnified Party: any person or entity entitled to indemnification under Section 15 hereof.

Indemnifying Party: any person or entity obligated to provide indemnification under Section 15 hereof.

Initial Term: defined in Section IV and referenced in Subsection 6(c).

Interference: defined in Subsection 11(a)(i).

Labeling Fee: defined in Section 9.

Licensed Frequencies: defined in Subsection 11(a)(ii).

Licensed Space: Location of the Approved Equipment on the Tower and at the Ground Space as more specifically described in Exhibits A and B attached hereto.

Licensed User: defined in Subsection 11(a)(iii).

Licensee: defined in the introductory paragraph.

Licensor: defined in the introductory paragraph.

Monthly License Fee: defined in Section IV and referenced in Subsection 5(a).

MPE: defined in Section 25.

Notice Address: defined in Section 18.

NTP (Notice to Proceed): Written notice from Licensor to Licensee acknowledging that all required documentation for the construction and installation of the Approved Equipment has been received and

approved by Licensor and Licensee is authorized to commence its installation of the Approved Equipment at the Licensed Space, as more particularly set forth in Subsection 10(a) of this Agreement.

Paying Carrier: defined in Subsection 24(b).

Paying Carrier Rate: defined in Subsection 24(b).

Party(ies): Licensor or Licensee.

PCN Default: defined in Subsection VI.A.

PCN Retention Fee: defined in Subsection VI.A.

PCNs: defined in Subsection VI.A.

Permitted Frequencies: defined in Section III.

Priority User: defined in Subsection 11(a)(iv).

Relocation Notice: defined in Subsection 24(b).

Remittance Address: defined in Section II.

Renewal Term(s): defined in Section IV and referenced in Subsection 6(b).

RF Emissions: defined in Section 25.

Site Inspection Fee: defined in Section IV.

SSIS: defined in Subsection 10(b).

SSIS Fee: defined in Subsection 10(b).

Structural Analysis Fee: defined in Subsection 10(b).

Subsequent User: defined in Subsection 11(a)(v).

Term: Initial Term and each Renewal Term which is affected pursuant to Section 6 of this Agreement.

Tower: A communications or broadcast tower owned and operated by Licensor and located at the Tower Facility.

Tower Facility: Certain real property owned, leased, subleased, licensed or managed by Licensor shown on page 1 of this Agreement, on which a Tower owned, leased, licensed or managed by Licensor is located.

Trigger Condition: defined in Section 24(b).

Unlicensed Frequencies: defined in Subsection 11(a)(vi).

Unlicensed User: defined in Subsection 11(a)(vii).

Utility Change Event: defined in Subsection 5(b).

Utility Fee: defined in Section IV.

USFS: defined in Section 5(d).

Work: all work relating to the construction, installation, relocation and reconfiguration of Licensee's Approved Equipment at the Tower Facility, including without limitation, construction management, construction of an equipment pad, installation or modification of lines, antennas, shelters and equipment cabinets.

Appendix II

Insurance

A. Licensor shall maintain in full force during the Term of this Agreement the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.
3. An umbrella policy of not less than Five Million and 00/100 Dollars (\$5,000,000.00).

The above insurance shall provide that Licensee will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item A shall contain a waiver of subrogation against Licensee and shall name Licensee as an additional insured, and shall be primary over any insurance coverage in favor of Licensee but only with respect to and to the extent of the insured liabilities assumed by Licensor under this Agreement and shall contain a standard cross-liability endorsement.

B. Licensee shall maintain in full force during the Term of this Agreement and shall cause all contractors or subcontractors performing Work on any Licensed Space prior to the commencement of any such Work on behalf of Licensee to maintain the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.
3. An umbrella policy of not less than Five Million and 00/100 Dollars (\$5,000,000.00).

The above insurance shall provide that Licensor will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item B shall contain a waiver of subrogation against Licensor and shall name Licensor as additional insured, and shall be primary over any insurance coverage in favor of Licensor but only with respect to and to the extent of the insured liabilities assumed by Licensee under this Agreement and shall contain a standard cross-liability endorsement.

C. Notwithstanding the foregoing insurance requirements, (a) the insolvency, bankruptcy, or failure of any insurance company carrying insurance for either Party, or failure of any such insurance company to pay Claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve either Party from any obligations under this Agreement, and (b) Licensor reserves the right, from time to time, to increase the required liability limits described above in Items A and/or B in accordance with then-current customary insurance requirements in the tower industry nationally.

COUNTY AGENDA REQUEST

Page 333 of 461

Department: 911 Communications

Presenter(s): Katye Vogt, Director

Meeting Date: Thursday, August 28, 2025

Type of Request: New Business #25

Wording for the Agenda:

Request to approve a twenty (20) year lease term acceptance with the option of four (4) additional five (5) year terms, for a tower site at Commerce Street/Highway 138 for Public Safety Radio System (#1428-P), as outlined in the terms and conditions.

Background/History/Details:

The upgrade of the Public Safety Radio System is an ongoing SPLOST project. Commencement date for the lease will be November 1, 2025. This location will be the second of two sites updating the system design to allow for better overall coverage. Adding the subject tower to the current configuration will improve radio coverage in the northeast sector of the county.

Staff has worked diligently to procure the best lease rates available to Fayette County. The equipment upgrades on the additional site will bolster the capability of Fayette County's P25 radio system.

What action are you seeking from the Board of Commissioners?

Approval of a twenty (20) year lease term acceptance with the option of four (4) additional five (5) year terms, for a tower site at Commerce Street/Highway 138 for Public Safety Radio System (#1428-P), as outlined in the terms and conditions.

If this item requires funding, please describe:

\$6500 setup and inspection fees will be paid from the 2017 SPLOST Public Safety Radio System project (#1428-P).
Monthly lease of \$3700 (3% annual escalator) and future charges for power, generator fuel, etc. will be come part of the 911 M&O.

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?* No

Backup Provided with Request? Yes

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

Approved by Finance Yes

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:



Date: August 13, 2025
To: FAYETTE COUNTY GA
Regarding: FAYETTE COUNTY GA / /
BUN: 812180 / / FG ATL185 / Order/Application # 713176

Dear Sir or Madam:

Find enclosed for review and signature by an authorized signatory of FAYETTE COUNTY GA, the agreement for the above-referenced wireless communication facility with respect to Order/Application Number (the "Enclosed Agreement"). Any other documentation ("Other Documentation") enclosed is being provided for convenience and/or administrative purposes only and is not part of the Enclosed Agreement, unless and to the extent that such Other Documentation is specifically incorporated into the Enclosed Agreement by its terms.

Follow the prompts to provide your digital approval and/or signature. If you encounter any difficulty or are unable to provide electronic approvals and/or signature, please contact ContractServices@CrownCastle.com or 833-809-8011 for assistance.

While electronic processing is preferred to ensure version control of agreements and confidentiality, if necessary, you may print out two (2) complete copies of the Enclosed Agreement, sign both in ink and mail them to Crown Castle at the address below. Please include the name, e-mail address, telephone number, and physical street address of the individual to whom one (1) complete fully-executed version of the Enclosed Agreement should be returned. (Note: FedEx and UPS cannot deliver to a Post Office Box.)

Crown Castle Address for mailing signed hard copies:

Crown Castle
Attn: Contract Development Document Execution
2000 Corporate Drive
Canonsburg, PA 15317



Licensee Site Name: N/A
Licensee Site No.: N/A

Licensor Site Name: FG ATL185
JDE Business Unit: 812180

SITE LICENSE AGREEMENT (FOR INSTALLATION ON A TOWER)

This **Site License Agreement** ("SLA") is made and entered into as of this _____, (the "**SLA Date**"), by and between Fayette County GA, a government entity of the state of Georgia ("**Licensee**"), and Crown Castle South LLC, a Delaware limited liability company (Crown Castle South Inc., a Delaware corporation, was converted pursuant to Delaware law to Crown Castle South LLC, effective December 31, 2001) ("**Licensor**"), with respect to Licensee's use of certain space at the following site (the "**Site**") in connection with the approved order attached hereto as **Exhibit A** (the "**Order**");

Site and Licensee Identifiers:

Crown Castle BU#: 812180
Licensee Site ID: N/A
Licensee Type: Government

General Terms and Conditions Information:

Version ID: 3212140
Version Date: October 21, 2024
Licensee Approval Date: TBD

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound to this SLA as follows:

1. **INCORPORATED AND DEFINED TERMS:** The General Terms and Conditions (for Co-Location by Government Licensees on Tower Sites and/or Rooftop Sites) referenced above (the "**General Terms and Conditions**"), are hereby incorporated herein and made part of this SLA; provided, however, in the event of any inconsistencies between this SLA (as may be amended) and the General Terms and Conditions, the terms of this SLA (as may be amended) shall control. Unless otherwise clear from the context in which they are used, all capitalized terms used in this SLA shall have the same meanings ascribed to them in the General Terms and Conditions. Unless otherwise noted in this SLA, use of "including" and "includes" means a non-exhaustive list of examples, and use of "or" means "and/or".
2. **EQUIPMENT:** Pursuant and subject to this SLA, Licensor hereby grants a license to Licensee to install, operate and maintain on the Site only the Equipment described in the Order. Such License is subject to the Installation Standards.
3. **LICENSED SPACE:** The Equipment shall be contained only within that portion of the Site that is licensed to Licensee hereunder (the "**Licensed Space**"), which Licensed Space consists of those certain locations designated for the placement of Equipment by Licensee on the tower, on the ground, within an existing building or on a rooftop, as specifically described in the Order or as specifically depicted on the Site Plan attached hereto as **Exhibit B** (the "**Site Plan**"). For the avoidance of doubt, the Licensed Space does not include any space located within any non-exclusive easements or any other space that is not designated for the placement of Equipment as described above.
4. **SLA TERM:**
 - A. "**Term Commencement Date**": The earlier of: i) the first (1st) day of the month in which Licensor's issuance of written notice to proceed with the installation of Licensee's Equipment at the Site occurs, or ii) November 1, 2025
 - B. Duration of Initial SLA Term: 20 years
 - C. Number of Renewal SLA Terms: 4
 - D. Duration of Renewal SLA Terms: 5 years
 - E. Required minimum number of days written notice not to renew: ninety (90) days prior to the expiration of the then-current term that is in effect as of the date of Licensor's receipt of such written notice from Licensee

TT: E 1833970SR
Prepared by: R. Benson
Prepared on: 8/6/2025
Revised on: 8/13/2025
CROWN CASTLE STANDARD SLA

App Rev #: 3
LRF Rev #: 3
MLA #: 3212140



Licensee Site Name: N/A
Licensee Site No.: N/A

Licensor Site Name: FG ATL185
JDE Business Unit: 812180

5. PAYMENT: Licensee shall include the Crown Castle BU# specified above on or with each payment hereunder.

- A. **“Basic Payment Commencement Date”:** The earlier of: i) the first (1st) day of the month in which Licensor's issuance of written notice to proceed with the installation of Licensee's Equipment at the Site occurs, or ii) November 1, 2025
- B. Initial Basic Payment: Three Thousand Seven Hundred and 00/100 Dollars (\$3,700.00) per month
- C. Recurring Escalation: 3% per year, beginning on the first anniversary of the Term Commencement Date
- D. Payee: Crown Castle South LLC
- E. Payee Address: PO BOX 301334 Dallas, TX 75303-1334

6. RESPONSIBILITIES OF SERVICE PROVIDER:

- A. Service Performance Items: With respect to Licensee’s proposed initial installation of Equipment on the Site as described in the approved Order and Site Plan attached hereto, either a third party or an affiliate of Licensor (such party, the **“Service Provider”**) is responsible for performing, or causing to be performed, each of the following items (collectively, the **“Service Performance Items”**) as separately agreed between Licensor and such Service Provider:
 - (i) submittal or evaluation of the Order;
 - (ii) one (1) structural analysis with respect to Licensee’s proposed tower-mounted or rooftop-mounted Equipment;
 - (iii) regulatory review of proposed transmit frequencies, if applicable;
 - (iv) issuance of NTP after all applicable conditions precedent to construction have been satisfied;
 - (v) inspection of any installation Work not performed by Service Provider, if applicable.
- B. Payment if Order Canceled or Additional Items Performed. Should the Order be canceled and this SLA not be executed by both parties, Licensee shall be responsible to Service Provider for the cost of each of the Service Performance Items identified in Section 6(A) above to the extent that they have been performed by Service Provider in relation to the Order. Licensee shall also be responsible for the cost of any items not included in Section 6(A) above that are performed by Service Provider at Licensee’s request in relation to the Order.
- C. Several Obligations. Licensee further acknowledges and agrees that Service Provider shall be solely responsible for the performance of the Service Performance Items.

7. ELECTRICAL POWER: Licensor will not be supplying electrical power to Licensee at the Site.

8. NOTICE ADDRESSES:

<u>Licensee’s Address for Notices:</u>	<u>Licensor’s Address for Notices:</u>
Fayette County GA 140 Stonewall Avenue W Fayetteville, GA 30214 Telephone: N/A	Crown Castle 2000 Corporate Drive Canonsburg, PA 15317 Attention: Legal Department Telephone: (724) 416-2000

TT: E 1833970SR
 Prepared by: R. Benson
 Prepared on: 8/6/2025
 Revised on: 8/13/2025
 CROWN CASTLE STANDARD SLA

App Rev #: 3
 LRF Rev #: 3
 MLA #: 3212140



Licensee Site Name: N/A
Licensee Site No.: N/A

Licensor Site Name: FG ATL185
JDE Business Unit: 812180

9. PRIME LEASE OR DEED: Licensee acknowledges that a redacted copy of the Prime Lease or Deed for the Site has been provided to Licensee or has otherwise been made available to Licensee through Licensor's online database.

10. ADDITIONAL PROVISIONS (IF APPLICABLE):

A. INTENTIONALLY OMITTED.

[Signatures to immediately follow.]

TT: E 1833970SR
Prepared by: R. Benson
Prepared on: 8/6/2025
Revised on: 8/13/2025
CROWN CASTLE STANDARD SLA

App Rev #: 3
LRF Rev #: 3
MLA #: 3212140



Licensee Site Name: N/A
Licensee Site No.: N/A

Licensor Site Name: FG ATL185
JDE Business Unit: 812180

IN WITNESS WHEREOF, the parties have made and executed this SLA on the SLA Date set forth above.

LICENSOR:

Crown Castle South LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

LICENSEE:

Fayette County GA,
a government entity of the state of Georgia

By: _____

Name: _____

Title: _____

TT: E 1833970SR
Prepared by: R. Benson
Prepared on: 8/6/2025
Revised on: 8/13/2025
CROWN CASTLE STANDARD SLA

App Rev #: 3
LRF Rev #: 3
MLA #: 3212140



GENERAL TERMS AND CONDITIONS

(for Co-Location by Government Licensees on Tower Sites and Rooftop Sites)

Version ID: 3212140

Version Date: October 21, 2024

These General Terms and Conditions (these “**General Terms and Conditions**”) are incorporated into and made a part of any Site License Agreement (“**SLA**”) that specifically refers to and incorporates these General Terms and Conditions. Unless otherwise noted in these General Terms and Conditions, use of “including” and “includes” means a non-exhaustive list of examples, and use of “or” means “and/or”. Any capitalized used but not defined herein (including, without limitation, the terms “Licensed Space”, “Licensee”, “Licensor” and “Site”) shall have the meanings ascribed to them in the subject SLA.

1. GRANT OF LICENSE. Pursuant and subject to the SLA and these General Terms and Conditions, Licensor grants a license to Licensee to install, operate and maintain equipment and other personal property (collectively, “**Equipment**”) on the Site within the Licensed Space, as such Equipment and Licensed Space are described in, and subject to, the approved Order attached to the SLA and as shown in site plan or site sketch attached to the SLA (“**Site Plan**”) attached to the SLA. Such license is restricted exclusively to the installation, operation and maintenance of Equipment consistent with the specifications and in the locations identified in the Order and Site Plan; provided, however, installation of the Equipment is subject to the Installation Standards and changes in applicable wind codes. Any tower-mounted Equipment not installed within one hundred eighty (180) days following commencement of installation of any Equipment on the Site will require Licensee’s submission of a new Order for the installation of such tower-mounted Equipment, and such installation shall be subject to available capacity as determined by Licensor. For the purposes hereof: “**Installation Standards**” means the “Installation Standards for Construction Activities on Crown Castle Tower Sites” or its successor, issued by Licensor (or its affiliates) from time to time; and “**Order**” means the order/application form (as may be updated by Licensor from time to time) that Licensee must submit to Licensor when Licensee desires to apply for a license to install or make a Modification to Equipment or the Licensed Space.

2. PERMITTED USE. Licensee shall use the Licensed Space at the Site to install, operate and maintain only the Equipment specified in the Order to which the SLA applies and shall transmit and receive only within the frequency ranges specified in the Order, any only at the power levels specified in the Order. Licensee’s use of the Site shall, at all times, comply with (a) all applicable laws, regulations, rules, or requirements (collectively, “**Laws**”) promulgated by federal, state and local governmental units and agencies, or by any Indian Tribe or Native Hawaiian organization with jurisdiction applicable to the Site (each, a “**Government Entity**”), (b) all applicable permits and directives, and (c) the Installation Standards.

3. ACCESS. Subject to Section 9 below and any restrictions or requirements in the underlying real estate interests and instruments relating to the Site, Licensor hereby grants to Licensee a non-exclusive license for pedestrian and vehicular ingress to and egress from the Site (where and to the extent available), and a non-exclusive license to access Licensor’s utility easement, if any, on a 24 hour per day, 7 day per week basis, for the purposes of

maintaining, operating and repairing the Equipment, together with a license to maintain, operate and repair Licensee’s utility lines, wires, cables, fiber optics, pipes, or conduits (collectively, “**Utility Lines**”), or any other means of providing utility service, including electric and telephone service, to the Licensed Space. At Licensor’s option, Licensee shall coordinate with Licensor for the installation of Utility Lines and other utility equipment serving Licensee’s Equipment or the Licensed Space. Licensor gives no guarantee to Licensee regarding Licensee’s ability to enter or exit the Site when weather conditions, road conditions, and any other element outside Licensor’s control might affect Licensee’s ability to enter the Site. Licensee’s right of access shall be limited to contractors approved by Licensor or persons under their direct supervision. Licensee shall not allow any person to enter upon or climb on a tower (if any) on a Site for or on behalf of Licensee without ensuring that such person works for a contractor approved by Licensor and is properly trained and securely attached to the tower by means of an OSHA-approved device. Notwithstanding the foregoing, in no event shall Licensee allow any person to climb a tower (if any) for or on behalf of Licensee if the SLA does not permit Licensee to install equipment on the tower. The foregoing limitations on who may access the Site or tower for or on behalf of Licensee are material terms of the SLA and these General Terms and Conditions.

4. SLA TERM. The initial term of the SLA shall commence on the “Term Commencement Date” set forth in the SLA and continue for the duration set forth in the SLA (the “**Initial SLA Term**”). The term of the SLA (the “**SLA Term**”) shall automatically extend for subsequent renewal terms (each, an “**SLA Renewal Term**”) in accordance with the SLA unless Licensee elects not to renew as set forth in the SLA.

5. BASIC PAYMENT. Licensee shall pay to Licensor the monthly Basic Payment specified in the SLA for its license and use of the Licensed Space (the “**Basic Payment**”). The Basic Payment is subject to annual increases in accordance with the SLA, and shall be paid in advance and without demand, in equal monthly payments payable on the “Basic Payment Commencement Date” set forth in the SLA, and on the first day of each month thereafter continuing for the SLA Term, subject to extensions as provided for herein. Payments shall be made by check to the payee and address set forth in the SLA. Payments for any partial month shall be prorated.

6. UTILITIES. Licensee shall pay and be responsible for all utilities it uses at the Site and for all installation and maintenance costs associated with connecting to any utility service. The SLA



will state whether or not Licensor will be supplying electrical power to Licensee at the subject Site, provided that Licensor shall not be responsible or liable for any disruption or unavailability of any utility at any Site. If, as a result of or in connection with Licensee's use of any utility at the Site, the subject utility service provider requires the consolidation of lines or the installation, modification or replacement of a transformer or any other utility equipment (collectively, "**Utility Equipment**") being used by Licensee on the Site, then (a) Licensee shall be responsible for the costs associated therewith and (b) Licensee shall be obligated to pay Licensor additional license fees (at rates determined by Licensor) for the space occupied by any such Utility Equipment, if applicable, which additional license fees shall be set forth in the SLA or an amendment to the SLA, provided that, if such Utility Equipment is installed on the Site prior to the parties' execution of an SLA or amendment to SLA that memorializes Licensee's obligation to pay such additional license fees, then Licensee shall still be obligated to pay such additional license fees upon receipt of invoice from Licensor therefor, notwithstanding the fact that such fees have not been memorialized in an executed SLA or amendment.

6.1 Electrical Power Not Sourced by Licensor. If the SLA states that Licensor will not be supplying electrical power to Licensee at the subject Site, then (a) Licensee shall be solely responsible for having its own electric meter installed at the Site or for sourcing its electricity in another manner, provided that the sourcing of electricity to power Licensee's Equipment must be obtained legally and with the approval of the utility service provider or other party supplying electricity to Licensee, and (b) Licensee may not use any existing meter, meter slot, meter can or any other existing utility infrastructure at or serving the Site without Licensor's prior written approval, which approval may be withheld or conditioned in Licensor's sole discretion.

6.2 Electrical Power Sourced by Licensor. If the SLA states that Licensor will be supplying electrical power to Licensee at the subject Site, then:

- (a) the SLA will include provisions requiring that Licensee pay additional rent for Licensee's Utility Demand (as such term will be defined in the SLA) at the Site (a "**Utility Demand Payment**"), the initial amount of which shall be set forth in the SLA;
- (b) the Utility Demand Payment shall be payable in addition to and concurrently with the Basic Payment, beginning on the Basic Payment Commencement Date;
- (c) following the first ninety (90) days of Licensor's supply of electrical power to Licensee under the SLA, Licensor shall:
 - (i) review Licensee's power requirements over such period to determine in good faith whether or not an increase or decrease to the Utility Demand Payment is warranted to more accurately reflect Licensee's power requirements at the Site moving forward, and
 - (ii) provide Licensee with written notice of its determination together with the amount of the applicable adjustment (if any) and Licensor's rationale for such adjustment (if any);
- (d) any adjustment pursuant to Section 6.2(c)(ii) above shall be effective as of the "**UDP Reset Date**", which for the purposes hereof means the first day of the month following the date of the written notice described in Section 6.2(c)(ii) above;

- (e) beginning as of the first anniversary of the UDP Reset Date and no more than once in any consecutive twelve month period thereafter, Licensor may, upon written notice to Licensee (and without the need for a written amendment to the SLA), proportionately increase or decrease the amount of the Utility Demand Payment to reflect any increase or decrease in Licensor's costs for providing power, in which event Licensor will provide its rationale for such adjustment together with such written notice;
- (f) Licensee's Utility Demand may not be increased without Licensor's prior written approval, which approval may be subject to one or more conditions, including, without limitation, Licensee's agreement in writing to an appropriate increase to the Utility Demand Payment;
- (g) notwithstanding anything to the contrary herein, Licensor may require that Licensee execute an amendment to the SLA to document any adjustment to the Utility Demand Payment determined in accordance with this Section 6, in which event Licensor shall prepare, and the parties shall promptly execute, an amendment to the SLA that memorializes such adjustment; and
- (h) in the event that any provision of electricity to Licensee pursuant to this Section 6.2 terminates as a result of electricity becoming unavailable or materially disrupted at the Site, then Licensor shall prepare, and the parties shall promptly execute an amendment to the SLA that memorializes such termination of Licensor's provision of electricity and the termination of the Utility Demand Payment, provided that Licensee shall remain obligated to pay Utility Demand Payments for the period prior to the termination of Licensor's provision of electricity to Licensee.

7. MODIFICATIONS. Licensee shall apply to make a Modification by submitting an Order therefor to Licensor. Following its receipt of such Order and prior to the parties' execution of an amendment for the subject Modification, Licensor will determine and inform Licensee if there are any required studies or processing fees for which Licensee would be responsible in connection with such Order and/or the proposed Modification. Any approved Modification shall be evidenced by an amendment to the SLA. Licensor is not obligated to approve Orders for Modifications. As used herein, "**Modification**" means (a) any addition of equipment outside the boundaries of any permitted equipment pads on the ground or rooftop, (b) any addition of antennas or antenna structures on the ground, or on any rooftop or equipment pad, (c) any use of space on the ground, tower or rooftop outside of the Licensed Space, except as otherwise expressly permitted in the SLA, (d) any change to the shape or location of the Licensed Space on the ground, tower or rooftop, as applicable, (e) the addition of generators or generator fuel tanks in any location, (f) any addition, modification, or replacement of equipment on the tower or rooftop other than as may be specified in the SLA, (g) any change to the frequency ranges specified in the SLA or the use of any frequency outside of the frequency ranges specified in the SLA, or (h) any use of power in excess of the power level specified in the SLA.

8. NTP REQUIRED FOR INSTALLATION OF EQUIPMENT OR MODIFICATION. Notwithstanding anything to the contrary herein, Licensee's right to install Equipment or make a Modification at the Site shall not commence until (a) Licensor issues a written notice to proceed ("**NTP**") pertaining to such



installation or Modification, subject to and in accordance with Licensor's NTP process, which NTP process may require satisfaction of one or more conditions precedent prior to NTP issuance, and (b) such NTP has been acknowledged by Licensee in accordance with Licensor's NTP process. Licensor and Licensee shall cooperate to satisfy any conditions precedent.

9. NOTICE TO LICENSOR PRIOR TO SITE ACCESS.

Prior to any Site access to be made by or on behalf of Licensee, the accessing party shall call Licensor's Network Operations Center ("NOC") at (800) 788-7011 to confirm that no condition exists that would limit or preclude access to the Site. Licensee shall ensure that, if any such condition exists, no access to the Site or tower shall be made by the accessing party until the condition is eliminated. For safety reasons, access to the Site is restricted to times when elevated work is not being performed on any tower at the Site by any other person.

10. PERFORMANCE OF WORK. With respect to the installation of Equipment at the Site, the construction of an approved Modification to Equipment at the Site, or the removal of Equipment from the Site (in each case, "**Work**"), Licensee shall only engage a contractor approved by Licensor to perform such Work, which approval shall not be unreasonably withheld. Notwithstanding any inspection of any such Work by Crown Castle USA Inc. or an affiliate of Crown Castle USA Inc. (in either case, "**Crown Castle**"), neither Licensor nor Crown Castle shall in any way be liable for any defect in the Work or any of the materials used, and Licensee shall not rely on Licensor's inspection of the Work as confirmation that no defects exist. All Work shall be performed in accordance with the standards set forth in the Installation Standards. Licensee shall provide to Licensor all as-built drawings and other closeout documentation required by Licensor with respect such Work within forty-five (45) days after its completion. The foregoing requirement that Licensee only engage a contractor approved by Crown Castle to perform Work on the Site is a material term of the SLA and these General Terms and Conditions.

11. LIENS. Licensee shall keep the Licensed Space, Site, and, if applicable, building or structure on which the Site is located (the "**Building**"), and any interest it or Licensor has therein, free from any liens arising from any work performed, materials furnished or obligations incurred by or at the request of Licensee. Licensee shall discharge or bond off any such lien filed, in a manner satisfactory to Licensor, within thirty (30) days after Licensee receives written notice from any party that the lien has been filed; provided, however, if Licensee does not discharge or bond off any such lien within the subject thirty (30) day period (or within ten (10) days prior to the expiration of any deadline required by the terms of the subject Prime Lease, if applicable), Licensor may, in its sole discretion and without prior written notice to or consent from Licensee, discharge any such lien filed or threatened through a notice of intent, in which event Licensee shall reimburse Licensor for any amounts paid by Lessor for the discharge or satisfaction of any lien, and all reasonable attorneys' fees and other legal expenses incurred in defending any such action or in obtaining the discharge of such lien, which reimbursement and administrative fee shall be paid within thirty (30) days of Licensee's receipt of an invoice for same.

12. PERMITS, AUTHORIZATIONS AND LICENSES.

Except as may be otherwise be expressly set forth herein or in the SLA, or as may be otherwise be expressly agreed to by Crown Castle and Licensee in an executed services agreement, Licensee shall be solely responsible for obtaining and maintaining, at its own expense,

all required permits, authorizations and licenses (if any) associated with its occupancy of Licensed Space at the Site and utilization of Equipment thereon and shall provide copies of such permits, authorizations and licenses (if any) to Licensor in accordance with Licensor's NTP process.

13. ZONING APPROVAL. With respect to any approval required by or issued pursuant to any applicable land use, planning, zoning, development, or similar law by a Government Entity (a "**Zoning Approval**") in relation to Licensee's installation of or Modification to Equipment at any Site, Licensee must provide Licensor with a copy of each application for Zoning Approval ("**Zoning Application**") and each amendment to Zoning Application ("**Zoning Application Amendment**") submitted by or on behalf of Licensee at least seventy-two (72) hours before submitting it to the applicable Government Entity (excluding any such Zoning Application or Zoning Application Amendment submitted by CCUSA or an affiliate of CCUSA on behalf of Licensee, if applicable). Licensor shall respond to Licensee with its approval or rejection of such Zoning Application or Zoning Application Amendment within seventy-two (72) hours after its receipt of copies thereof. Licensor reserves the right to (a) require that it or the tower owner be named as applicant or co-applicant on any such Zoning Application or Zoning Application Amendment and (b) require revisions to any such Zoning Application or Zoning Application Amendment. Licensor also reserves the right, prior to any decision by the applicable Government Entity(ies) (including designated individuals thereof with appropriate authority) that has applicable decision-making authority over the Zoning Application ("**Zoning Authority**"), to approve, reject or appeal any proposed or final conditions of a Zoning Approval (including any limitations or obligations imposed by the Zoning Authority) that would apply to the entire Site, the owner of the Site, the owner of the property on which the Site is located, the owner or operator of any tower on the Site, or any existing or future Site licensee; provided, however, Licensor shall not unreasonably withhold or delay approval of any such conditions of such Zoning Approval. Except as otherwise agreed by the parties in writing, Licensee shall be solely responsible for all costs and expenses associated with (i) any Zoning Application or Zoning Application Amendment submitted by Licensee, (ii) making any improvements or performing any other obligations required as a condition of approval with respect to same and (iii) any other related expenses. Any such costs and expenses paid by Licensor, CCUSA or any affiliate of CCUSA will be passed through to Licensee.

14. INTERFERENCE.

14.1 Interference to Licensee's Licensed Operations.

Licensor agrees that neither Licensor nor Licensor's other licensees or tenants at the Site, whose equipment at the Site is installed or modified subsequently to the installation or Modification of Licensee's Licensed Equipment ("**Subsequent Use**"), shall permit their equipment to interfere with Licensee's transmissions or reception in excess of levels permitted by the Federal Communications Commission ("**FCC**"). In the event that any Subsequent Use causes radio frequency ("**RF**") interference to Licensee's FCC-licensed transmissions or reception in excess of levels permitted by the FCC, then (a) Licensee shall notify Licensor in writing of such RF interference, (b) Licensor shall require the party whose Subsequent Use is causing said RF interference to reduce power or cease operations in order to correct and eliminate such RF interference within seventy-two (72) hours after Licensor's receipt of such notice, and (c) the entity responsible for the



Subsequent Use shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to Licensee to eliminate such RF interference to Licensee's FCC-licensed transmissions or reception. Licensor further agrees that any new licenses or other agreements that Licensor executes with third parties for a Subsequent Use will contain provisions that similarly require such users to correct or eliminate RF interference with Licensee's operation of its Licensed Equipment following receipt of a notice of such RF interference. For the purposes hereof, "**Licensed Equipment**" means, if applicable, Licensee's permitted equipment installed at the Site that is transmitting or receiving signals within frequencies for which it has an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies

14.2 Interference by Licensee. Notwithstanding any prior approval by Licensor of Licensee's Equipment, Licensee agrees that it will not allow its Equipment to cause RF interference to Licensor or other users of the Site in excess of levels permitted by the FCC. If Licensee is notified in writing that its operations are causing such RF interference, Licensee will immediately take all commercially reasonable and necessary steps to determine the cause of and eliminate such RF interference. If the RF interference continues for a period in excess of seventy-two (72) hours following such notification, upon Licensor's demand, Licensee shall promptly reduce power or cease operations until such time as Licensee can make repairs to the interfering Equipment. The foregoing requirement that Licensee promptly reduce power or cease operations upon Licensor's demand is a material term of the SLA and these General Terms and Conditions. If Licensee fails to promptly take such action as agreed, then Licensor shall have the right to terminate the operation of the Equipment causing such RF interference, at Licensee's cost, and without liability to Licensor for any inconvenience, disturbance, loss of business or other damage to Licensee as the result of such actions.

14.3 Interference to Licensee's Unlicensed Operations. Licensee acknowledges that if Licensee's operation of any Unlicensed Equipment is subject to any RF or physical interference, then neither Licensor nor other users of the Site have any duty or obligation to remedy the interference to such Unlicensed Equipment. Licensee may, after taking all commercially reasonable actions to remedy the interference to the operation of its Unlicensed Equipment, submit an Order to request relocation of such Equipment to another location at the Site. Licensor shall approve the Order if sufficient space and capacity are available at the Site to accommodate such Unlicensed Equipment without interference (physical or electrical) to other users of the Site, as determined by Licensor in its sole judgment. All costs for said relocation shall be the sole responsibility of Licensee. If the Order for said relocation is approved by Licensor, the SLA shall be amended to reflect such relocation. For the purposes hereof, "**Unlicensed Equipment**" means, if applicable, Licensee's permitted equipment installed at the Site that is transmitting or receiving signals within frequencies that do not require an FCC license, to the extent that such equipment is transmitting or receiving signals within such frequencies

14.4 Interference to Building Users. If the Site is located on a Building, Licensee shall ensure that the operation of its Equipment will not interfere with the maintenance or operation of the Building or with any MATV, CATV or other video systems, any HVAC systems, any electronically controlled elevator systems, any computers or telephone systems, or any other system servicing the Building and/or its occupants.

15. USE OF HAZARDOUS CHEMICALS. The Order attached to the SLA must identify any batteries or fuel tanks that Licensee will house on the Site, and the Order attached to any SLA amendment must identify any changes to Licensee's batteries or fuel tanks on the Site (including the addition or removal of any batteries or fuel tanks) that were not previously identified in the SLA or any prior SLA amendment. The use of any other hazardous chemicals on the Site requires Licensor's prior written approval, which other hazardous chemicals, as approved by Licensor, must be identified in the subject Order associated with such approval.

16. PRIME LEASE OR DEED. Licensor and Licensee acknowledge that Licensee's use of the Site is subject and subordinate to the subject Prime Lease or Deed for the Site, a redacted copy of which will be provided or otherwise made available to Licensee prior to SLA execution. Notwithstanding anything to the contrary herein, if a Prime Lease applies to the Site, then (a) the term of the SLA is subject to the term of the Prime Lease, (b) if approval from or payment to Landlord is required under the Prime Lease, the effectiveness of the SLA (or amendment to the SLA, if applicable), shall be specifically subject to obtaining such approval, or making such payment or both, and (c) Licensor will not intentionally breach the Prime Lease in any way that may lead to an event of default under the Prime Lease. Licensee agrees to be bound by and to perform all the duties and responsibilities required of the lessee, sublessee, licensee or grantee as set forth in the Prime Lease or Deed to the extent they are applicable to Licensee's access to and use of the Site. As used herein: "**Deed**" means the deed(s) or other similar prior instrument(s), if applicable, from which Licensor's rights in any portion of the Site are derived, together with any restrictive covenants contained therein or otherwise pertaining thereto; and "**Prime Lease**" means the lease(s), sublease(s), or other similar prior agreement(s), if applicable, from which Licensor's rights in any portion of the Site are derived, and which may contain restrictions on use of the Site.

17. TAXES, FEES AND ASSESSMENTS. Licensee shall be liable for all taxes, fees, assessments or other charges (a) assessed by a Government Entity against the Equipment or Licensee's use of the Site or the Licensed Space and (b) any sales, use, ad valorem or other similar taxes or assessments which are assessed or due by reason of these General Terms and Conditions or Licensee's use of the Site or the Licensed Space. Licensor shall provide notice (together with supporting documentation) of any assessments to be paid by Licensee. Licensor shall invoice Licensee annually, indicating the amount of the assessment and the amount due. Said invoices shall be paid within thirty (30) days of Licensee's receipt. With respect to Sites located on Buildings, Licensor shall have no responsibility to pay any fees (other than recurring licensee fees, rents or revenue sharing payments payable by Licensor under the Prime Lease) imposed by the lessor, sublessor or Licensor under the Prime Lease ("**Landlord**") or by any Government Entity with respect to Licensee's installation and operation of Equipment on, or Licensee's access to and use of, the Building, the Site and the Licensed Premises (e.g., afterhours access fees, government inspection fees, etc.).

18. INDEMNIFICATION. To the extent allowed by law, Licensee shall indemnify, defend and hold Licensor, and Licensor's affiliates, subsidiaries, directors, officers, managers, employees and contractors, harmless from and against any claim, action, damages, liability, loss, cost or expense (including reasonable attorney's fees), resulting from or arising out of (a) Licensee's or any of Licensee's contractors', subcontractors', servants', agents' or invitees' use or



occupancy of the Site, (b) the use of any hazardous materials on the Site by Licensee or persons acting under Licensee, or (c) the existence of any hazardous materials on the Site caused by Licensee or persons acting under Licensee.

19. INSURANCE. The terms and conditions pertaining to Insurance set forth in Appendix A to these General Terms and Conditions are hereby incorporated herein by this reference.

20. CASUALTY. In the event that any portion of the Site is damaged by fire or other casualty not caused by Licensee such that Licensee is effectively precluded from using the Site as authorized under the applicable SLA for: (a) more than ninety (90) consecutive days from the date of damage if the damage is less than total destruction of the Site, or (b) more than one hundred and eighty (180) days from date of destruction if the Site is destroyed; then either party may, at its option, terminate the SLA without further liability of the parties, effective as of the date of such damage or complete destruction. If, for any reason whatsoever, Licensee's use of the Site is interrupted due to casualty, Licensee's sole and exclusive remedies shall be (a) abatement of the Basic Payment for the period during which Licensee's use of the Site is interrupted and (b) the contingent right to terminate the SLA. In no event shall Licensor be liable to Licensee for damage to the Equipment or interruption or termination of Licensee's operations caused by force majeure, acts of God or acts or omissions of third parties. In no event shall the discontinuance or disruption of any utility to the Site be deemed to be a casualty.

21. CONDEMNATION. If any part of the Site is taken under the power of eminent domain, Licensor and Licensee shall be entitled to assert their respective claims in accordance with applicable state Law.

22. CHANGE TO LOCATION OF EQUIPMENT REQUIRED BY LICENSOR OR LANDLORD. Licensor shall have the right, at Licensor's sole cost and expense, to change the location of the Equipment on the Site (including re-location of Equipment on the tower to an elevation used by other licensees, or re-location of Equipment to another tower located or to be constructed on the Site) upon sixty (60) days written notice to Licensee provided that said change does not, when completed, materially alter the signal pattern of the Equipment existing at the Site prior to the change; provided, however, the terms of the Prime Lease shall apply with respect to any relocation of Licensee's Equipment required by Landlord or the Prime Lease, and Licensee shall be solely responsible for the cost of any such relocation required by Landlord or the Prime Lease. Licensee agrees to cooperate with Licensor to facilitate any relocation pursuant to this Section 22, and any such relocation shall be performed with reasonably minimal disruption to Licensee's operations and shall be evidenced by an amendment to the SLA.

23. RF EXPOSURE, PROTECTION OF SITE. Licensee agrees to reduce power or suspend operation of its Equipment if necessary and upon reasonable notice to prevent exposure of workers or the public to RF radiation in excess of the then-existing regulatory standards. If the Landlord under or Licensor determines that there is an exigent circumstance pertaining to Licensee's Equipment, Landlord or Licensor shall be entitled to take actions as reasonably necessary to protect the Site.

24. EVENTS OF DEFAULT. Each of the following shall constitute an "Event of Default" hereunder: (a) Licensee's failure

to pay any amount due hereunder within ten (10) days after receipt of written notice from Licensor that said payment is delinquent; (b) Licensee's breach of any term that is specifically identified herein as a material term of the SLA and these General Terms and Conditions; and (c) either party's failure to cure any breach of any other covenant of such party herein within thirty (30) days after receipt of written notice from the non-breaching party of said breach, provided, however, such thirty (30) day cure period shall be extended upon the breaching party's request if deemed by the non-breaching party to be reasonably necessary to permit the breaching party to complete the cure, and further provided that the breaching party shall commence any cure within the thirty (30) day period and thereafter continuously and diligently pursue and complete such cure.

25. REMEDIES. In the Event of Default by Licensee, upon Licensor's demand, Licensee shall immediately make full payment of all amounts that Licensor would have been entitled to receive hereunder for the remainder of the then-current SLA Term, and Licensor shall have the right to accelerate and collect said payments, which right is in addition to all other remedies available to Licensor hereunder or at law, including the right to terminate the SLA as set forth below. All delinquent amounts shall bear interest at the lesser of one and one-half percent (1 ½%) per month, or the maximum amount permitted by law. In the Event of Default by either party (the "Defaulting Party"), the other party (the "Non-Defaulting Party") may terminate the SLA by providing written notice of such termination to the Defaulting Party. Such written notice shall describe (a) the Event of Default, and (b) in the case of a breach that could have been cured in accordance with Section 24 above, the Defaulting Party's failure to cure such breach within the stipulated cure period. The Non-Defaulting Party's right to terminate the SLA pursuant to this Section 25 is in addition to any other rights and remedies provided to the Non-Defaulting Party by law or under these General Terms and Conditions.

26. WAIVER OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential, indirect, special, punitive or exemplary damages for any cause of action whether in contract, tort or otherwise, hereunder to the extent allowed by law; provided, however, Licensor does not give up its rights to receive indemnity from Licensee for claims by third parties for such types of damages (or for any other types of damages).

27. WITHDRAWAL OR TERMINATION OF SITE ZONING APPROVAL OR PERMIT. If any Site zoning approval or any of Licensor's permits to operate the Site as a communications facility is withdrawn or terminated, the SLA shall terminate effective as of the termination of such Site zoning approval or permit.

28. ASSIGNMENT, SUBLEASE, SHARING. The SLA inclusive of these General Terms and Conditions may not be sold, assigned or transferred in whole or in part by Licensee without the prior written approval or consent of Licensor, which consent may not be unreasonably withheld, conditioned or delayed. Licensor's consent to any such assignment, and Licensee's and the assignee's representations to, and agreements with, Licensor pertaining to such assignment, shall be evidenced by a form to be provided by Licensor and executed by Licensor, Licensee and the assignee. Licensee shall not sublease or license its interest in the SLA or these General Terms and Conditions, in whole or in part, either directly or through affiliated entities, agencies or departments. Licensee shall not share the use of its Equipment with any third party. Notwithstanding the



foregoing, Licensee may allow other government entities, agencies and departments to benefit from the operation of the Equipment, provided that any access to the Site by such other government entities, agencies or departments is expressly prohibited and shall be deemed to be a violation of the access limitations set forth in these General Terms and Conditions.

29. GOVERNING LAW. The Laws of the state or commonwealth where the Site is located, regardless of conflict of law principles, shall govern the SLA inclusive of these General Terms and Conditions.

30. COMPLIANCE WITH LAWS. Licensor shall, at Licensor's expense, ensure that the tower structure (if any) operated by Licensor on the Site complies with all applicable Laws, except where noncompliance is due to Licensee's, Landlord's (or, in relation to a Deed, the grantor's), or other Site users' negligence or willful misconduct. Licensor assumes no responsibility for compliance with any Laws applicable to Landlord, Licensee or any other user of the Site other than Licensor. All installations and operations by Licensee in connection with the SLA shall meet and comply with all applicable Laws, including all applicable local codes and regulations, and all applicable rules and regulations promulgated by the FCC and the Federal Aviation Administration.

31. REMOVAL OF EQUIPMENT, SURRENDER OF LICENSED SPACE. Licensee shall remove all its Equipment from the Site prior to, and shall surrender the Licensed Space upon, the termination or expiration of the SLA. The removal of Equipment shall be performed in such a manner as not to interfere with the continuing use of the Site by Licensor and others. Licensee shall, at Licensee's sole expense, promptly repair any damage caused by such removal, reasonable wear and tear excepted, to the Site, to the Licensed Space or to the equipment of any third party on the Site. Should any of Licensee's Equipment remain on the Site after the expiration or termination of the SLA, then: (a) no tenancy or interest in the Site shall result, (b) such Equipment shall be subject to immediate removal; and (c) in addition to any other rights or remedies available to Licensor, Licensee shall, upon demand, pay to Licensor a fee equal to one and one-half (1 ½) times the monthly portion of the Basic Payment (based on the amount of the Basic Payment at the time of said expiration or termination) for each month or partial month during which any portion of Licensee's Equipment remains at the Site; provided, however, Licensor may, in its sole discretion and without Licensee's approval, (i) take ownership of any portion of the Equipment, without the need of a bill of sale or other written instrument, or (ii) remove and dispose of any portion of the Equipment, in which event Licensee shall pay to Licensor a fee equal to one and one-half (1 ½) times the total cost of removing, transporting and disposing of the Equipment.

32. NOTICES. Except for notices of access which are to be provided as set forth in Section 9 above, all notices hereunder shall be in writing, shall be sent to the parties at the notice addresses set forth in the SLA and given by (a) established express delivery service which maintains delivery records, (b) hand delivery or (c) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery to the recipient at the designated address is impossible (e.g., because the recipient moved to a new address but did not designate a new address for notices). Licensor or Licensee may from time to time designate any other address for this purpose by giving written notice thereof to the other party.

33. SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT.

33.1 Defined Terms. The following terms as used in this Section 33 are defined as follows:

"Acquiring Party" means any person acquiring title to Licensor's interest in the real property of which the Site forms a part through a Conveyance.

"Conveyance" includes any exercise by a Lender of its rights under the Security Instrument, including a foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Site and any other transfer, sale or conveyance of the Licensor's interest in the property of which the Site forms a part under peril of foreclosure or similar remedy, including to the generality of the foregoing, an assignment or sale in lieu of foreclosure or similar remedy.

"Lender" means any and all lenders, creditors, indenture trustees and similar parties and their successors in interest.

"Security Instrument" means any and all mortgages, deeds of trust or other deeds, and any similar security agreements that encumber the Site to secure the debt of Licensor.

33.2 Subordination. Subject to Section 33.3 below, the SLA and Licensee's rights under the SLA are and will be subject and subordinate in all respects to existing and future recorded mortgages or other security interests which are or may be placed upon the Site in connection with a Security Instrument and all other rights afforded to the holder of any such mortgages or other security interests. The subordination herein shall be self-operative.

33.3 Non-Disturbance. So long as the SLA is in full force and effect and Licensee is not in material default (beyond applicable notice and cure periods) hereunder, Licensee's right of possession of the Site and all other rights of Licensee pursuant to the terms of the SLA shall not be affected or disturbed by Lender (or any Acquiring Party) in the exercise of its rights under the Security Instrument.

33.4 Liability of Parties. Licensee and Licensor agree (a) that any Conveyance shall be made subject to the SLA and the rights of Licensee hereunder and (b) that the parties shall be bound to one another and have the same remedies against one another for any breach of the SLA or these General Terms and Conditions as Licensee and Licensor had before such Conveyance; provided, however, that Lender or any Acquiring Party shall not be liable for any act or omission of Licensor or any other predecessor-in-interest to Lender or any Acquiring Party. Licensee agrees that Lender may join Licensee as a party in any action or proceeding to foreclose, provided that such joinder is necessary to foreclose on the Security Instrument and not for the purpose of terminating the SLA.

33.5 Attornment. Licensee agrees that, upon receipt by Licensee of notice to attorn from Lender or any Acquiring Party, (a) Licensee shall not seek to terminate the SLA and shall remain bound under the SLA, provided that Licensee does not waive any rights that it may have hereunder to terminate the SLA, in accordance with its terms and these General Terms and Conditions, and (b) Licensee shall attorn to, accept and recognize Lender or any Acquiring Party



as the licensor hereunder pursuant to the provisions expressly set forth herein for the then remaining balance of the SLA Term and any extensions or expansions thereof as made pursuant hereto. Licensee agrees to execute and deliver upon the request of Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

34. NO WAIVER. No provision of the SLA or these General Terms and Conditions will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted.

35. NON-DISCLOSURE. For a period ending one hundred eighty (180) days after the expiration or termination of all SLAs executed under these General Terms and Conditions, the parties agree that, except to the extent otherwise required by law, without the express written consent of the other party, neither party shall reveal, disclose or publish to any third party these General Terms and Conditions, any SLA or any portion thereof, except that a party to an SLA may disclose the terms of these General Terms and Conditions, any SLA or any portion thereof to (a) such party's auditor, accountant, lender or attorney, (b) such party's employees, directors, consultants, or agents who have a reasonable need to know such information and who shall agree in writing to be bound by the terms and conditions of this non-disclosure provision, or (c) a Government Entity to the extent required by regulation, subpoena or government order to reveal, disclose or publish such information. Notwithstanding the foregoing, either party may disclose the terms of these General Terms and Conditions, any SLA or any portion thereof to any of its affiliated entities, and Licensor may disclose the terms of these General Terms and Conditions, any SLA or the relevant portions thereof to (i) Landlord, if a Prime Lease applies to the Site, (ii) the manager of the Building (if applicable), (iii) any of Licensor's creditors, or (iv) third parties that are existing or potential lessees or licensees of space at the Site, to the extent such disclosure to such potential lessees or licensees is reasonably necessary for the operation, leasing, licensing and marketing of the Site.

36. ITEMS CONTROLLED BY EXPORT ADMINISTRATION REGULATIONS. If in relation to these General Terms and Conditions or any SLA Licensee (or any of its affiliates, employees, agents or contractors) provides to Licensor (or any of its affiliates, employees, agents or contractors) any items controlled by U.S. Export Administration Regulations (collectively, "**EAR Controlled Items**"), including any documentation containing information or technical data that is restricted by the Export Administration Act of 1979, as amended (Title 50, U.S.C., App. 2401 et seq.) (the "**Act**"), or if Licensee (or any of its affiliates, employees, agents or contractors) places on the Site (or property containing the Site) any EAR Controlled Item(s), (a) Licensee shall ensure that such EAR Controlled Items are clearly marked with a warning to the extent required, and in a format as required, by the Act, (b) Licensee shall provide Licensor with the Export Control Classification Numbers for such goods or information, and (c) Licensee shall immediately notify Licensor in writing of its provision or placement of such EAR Controlled Items as described above.

37. PRIOR AGREEMENT SUPERSEDED. The parties hereby agree that the SLA shall be deemed to have revoked and superseded any Prior Agreement as of the SLA Date (as such term is defined in the SLA), and the terms of the SLA inclusive of these General Terms and Conditions (together with applicable Laws) shall govern with respect to all matters under the SLA occurring on or after said date. As used herein, "**Prior Agreement**" means, if applicable, any prior oral or written agreements (as may have been amended or assigned) between Licensor and Licensee to the extent applicable to both the Site and the subject matter described in the SLA.

38. COUNTERPARTS AND ELECTRONIC SIGNATURE. The SLA may be executed by original, facsimile, or electronic signatures (complying with the U.S. Federal ESIGN Act of 2000, 15 U.S.C. 96) and in any number of counterparts which shall be considered one instrument. Counterparts, signed facsimile and electronic copies of the SLA shall legally bind the parties to the same extent as original documents.

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APPENDIX A to General Terms and Conditions

INSURANCE

1. General. Licensee shall maintain commercial general liability insurance on a form providing coverage at least as broad as the most current ISO CG 0001 policy form covering its occupancy and use of Sites. The liability insurance policies (automobile, commercial general liability, and umbrella) shall be endorsed to cover Licensor, Licensor's manager (as applicable), and Landlord (as required by the terms of the Prime Lease, if applicable) as an additional insured on a primary and non-contributory basis such that the umbrella liability policy, primary auto liability and commercial general liability all apply as primary with regard to any primary and excess/umbrella liability insurance maintained by the subject additional insured on a form that does not exclude the concurrent negligence of the additional insured. All insurers will carry a minimum A.M. Best A-(FSC VIII) or equivalent rating and must be licensed or authorized to do business in the state where the subject Site is located.

2. Limits. At a minimum, Licensee shall obtain and maintain the following insurance coverage, covering itself, its employees and its agents:

- (a) statutory workers' compensation including employer's liability with the following limits: \$1,000,000 per accident; \$1,000,000 disease, each employee; and \$1,000,000 disease policy limit;
- (b) commercial general liability covering bodily injury, death and property damage (including coverage for products/completed operations, and not excluding coverage for explosion, collapse and underground exposures (XCU)), with limits not less than \$1,000,000 per occurrence, combined single limit with a \$2,000,000 general policy aggregate and a separate products/completed operations aggregate of \$2,000,000, plus umbrella liability insurance of \$2,000,000;
- (c) automobile liability covering all owned, hired and non-owned vehicles with combined single limits not less than \$1,000,000 per accident; and
- (d) commercial all risk of loss fire with extended coverage insurance covering all of Licensee's equipment and improvements at the Site.

Licensee must ensure that all independent contractors accessing Sites for or on behalf of Licensee maintain insurance as separately specified by Licensor.

3. Increases to and Application of Limits. Following the first five (5) years of the SLA Term, if the commercial general liability limits and umbrella liability limits identified above are no longer reflective of then-current industry exposures and Licensor informs Licensee of same, then Licensor and Licensee shall in good faith meet and confer as early as reasonably practicable to mutually agree upon appropriate increases to said limits to cause them to be reflective of then-current industry standards. Such limit increases shall occur no more than once every five (5) years. If Licensee maintains insurance with limits higher than the minimum limits required by this Appendix A, then such higher limits shall apply as to comply with the limits required by this Appendix A. The insurance requirements in these General Terms and Conditions shall not be construed to limit or otherwise affect the liability of Licensee.

4. Policies and Certificates. Licensee shall provide certificates of insurance evidencing said coverage to Licensor upon execution of the SLA and at least annually as the policies renew. Any failure on the part of Licensor to request the required certificates of insurance shall not in any way be construed as a waiver of any of the aforesaid insurance requirements. All policies required hereunder shall provide that the insurer shall notify Licensor of any policy cancellation not less than thirty (30) days in advance of the effective date of such cancellation, or, if such cancellation is due to non-payment of premium, not less than ten (10) days in advance of the effective date of such cancellation.

[End of Document]



Licensee Site Name: N/A
Licensee Site No.: N/A

Licensor Site Name: FG ATL185
JDE Business Unit: 812180

EXHIBIT A
to Site License Agreement

APPROVED ORDER

TT: E 1833970SR
Prepared by: R. Benson
Prepared on: 8/6/2025
Revised on: 8/13/2025
CROWN CASTLE STANDARD SLA

App Rev #: 3
LRF Rev #: 3
MLA #: 3212140



Order Information

Order ID	Submitted By	Original Submit Date	JDE Job Number	Revision Number
713176	Olivia Heinauer	Jun 30 2025	2156087	3

Orders are subject to applicable Crown Castle engineering, regulatory, zoning/planning, and priority property-owner approval. Approval conditions may result in alternative requirements for type and/or placement of equipment. Approval conditions may also lead to additional or revised engineering analysis at Crown Castle discretion and upon consent of the customer.

Site Information

Site ID	Crown Castle Structure	Structure Height (ft)	Crown Castle Site Name
812180	A	191.2	FG ATL185
Crown Castle District	County	Structure Type	Site Address
GA	Fayette	MONOPOLE	125 Commerce St Fayetteville, GA 30214
Latitude	Longitude		
33° 32' 56.00"	-84° 26' 48.60"		

Order Parameters

Who is the customer?	What do you want to do?	First Time Install on Site?	What is the Scope of your Order?
FAYETTE COUNTY GA	License Agreement	Yes	Tower Equipment and Ground Space

What is the scope of work?

SOW: Public safety LMR installation with split TX and RX antennas. Transmitter antennas (x2) will be located at 191' CL with Receive antenna (x1) will be located on higher section at 191', two (2) MW at 191' all antennas using existing mount (as-is condition) TTA test port line will also run to receive antenna height.

- (2) LMR - BPA7496-120-15, @ (1) 191' azimuths 230 and (1) 191' azimuth (200)
 - TTA DM7TMD at 191' CL.
 - Feedline three (3) Helix 7/8" AVA5-50 and one (1) TTA test port Helix 1/2" LDF4-50A
 - Two (2) MW - VHL P6-6W, @ 191' azimuth 245.52 and 191' azimuth 161.62 respectively.
 - Feedline two (2) for MW - HelixEw63
 - Ground Space:
 - 10'x13' VFP Equipment Shelter
 - 10'x4' 50KW generator (Generac SD050 single phase)
- **additional lease areas are for door pad and (2) HVACs

Customer

Billing Company	Billing ID Number	Billing Address	
FAYETTE COUNTY GA	2297489	140 STONEWALL AVE W FAYETTEVILLE, GA 30214	
Operating Legal Entity	Operating Legal Entity ID		
FAYETTE COUNTY GA	2297489		
Customer Site Name	Customer Site Number	Customer Job Number	Customer Payment Reference
--	--	--	--
Customer Project Number	Customer Market	Customer Region	Customer Sub-Market
--	--	--	--
Project Management Vendor			
CUSTOMER SELF PERFORM			

Contacts

NAME	EMAIL	PHONE	ADDRESS
Stan Skipworth	stan.skipworth@efji.com	865.300.9750	

RF Contacts

There are currently no Contacts for this order.

Configuration Review

Antennas

MCL (ft)	ACL (ft)	TOTAL	INSTALLED	PROPOSED	NOT INSTALLED	MANUFACTURER / MODEL	HEIGHT (in)	WIDTH (in)	DEPTH (in)	WEIGHT (lbs)
190	191	2	0	2	0	ANDREW / VHLP6-6W	76.30	76.30	33.75	185.00
190	191	3	0	3	0	RFI TECHNOLOGY SOLUTIONS / BPA7496-120-15	111.00	10.40	6.00	38.00

Tower Mounted Equipment

MCL (ft)	ACL (ft)	TOTAL	INSTALLED	PROPOSED	NOT INSTALLED	MANUFACTURER / MODEL	TYPE	HEIGHT (in)	WIDTH (in)	DEPTH (in)	WEIGHT (lbs)
190	191	1	0	1	0	DBSPECTRA / DS7TMA(D)	AMPLIFIE	21.25	9.00	13.25	21.00

Feedlines

MCL (ft)	ACL (ft)	TOTAL	INSTALLED	PROPOSED	NOT INSTALLED	MANUFACTURER / MODEL	NOMINAL SIZE (in)	NOMINAL O.D. (in)
190	191	3	0	3	0	ANDREW / AVA5-50	7/8	1.10
190	191	2	0	2	0	ANDREW / EW63	ELLIPTICAL	2.01
190	191	1	0	1	0	COMMSCOPE / LDF5-50A	7/8	1.03

Frequencies

SVC TECHNOLOGY	EIRP (WATTS)	STANDARD FREQUENCY	TRANSMIT FREQUENCY
Other - With RF	150.00		5974.850 -5974.850MHZ 6034.150 -6034.150MHZ
Other - With RF	100.00		851.000 - 854.000MHZ

All Receive frequencies are approved.

Cabinets

Number of Proposed Additional Cabinets

1

Lease Areas

Lease Area 10'0"x4'0" (40.00sq. ft.) - Proposed

Generators

TYPE	MANUFACTURER / MODEL	POWER OUTPUT (kW)	TANK SIZE (gal)	OWNER	LOCATION	STATUS
Diesel	GENERAC / SD050	50	211	Customer Generator	Lease Area	Proposed

Lease Area 4'0"x4'0" (16.00sq. ft.) - Proposed

Foundation Types

TYPE	LENGTH	WIDTH	HEIGHT	SQ. FT.	STATUS
Pad	4'0"	4'0"		16.00	Proposed

Lease Area (140.80sq. ft.) - Proposed

Foundation Types

TYPE	LENGTH	WIDTH	HEIGHT	SQ. FT.	STATUS
Building	10'0"	13'0"		130.00	Proposed

Power

Do you need Crown to supply Power?

No

Battery Backup Required?

No

Equipment

Antennas

MANUFACTURER / MODEL	ANTENNA CENTERLINE (ft)	AZIMUTH	CUSTOMER MOUNT CLASS	MOUNT ORIENTATION	STATUS
ANDREW / VHLP6-6W	191	246	PLATFORM MOUNT	Mid-Mount	Proposed
ANDREW / VHLP6-6W	191	162	PLATFORM MOUNT	Mid-Mount	Proposed
RFI TECHNOLOGY SOLUTIONS / BPA7496-120-15	191	200	PLATFORM MOUNT	Mid-Mount	Proposed
RFI TECHNOLOGY SOLUTIONS / BPA7496-120-15	191	200	PLATFORM MOUNT	Mid-Mount	Proposed
RFI TECHNOLOGY SOLUTIONS / BPA7496-120-15	191	230	PLATFORM MOUNT	Mid-Mount	Proposed

Tower Mounted Equipment

TYPE	MANUFACTURER / MODEL	TME CENTERLINE (ft)	LOCATED ON ANTENNA MOUNT?	MOUNT CLASS	STATUS
AMPLIFIER	DBSPECTRA / DS7TMA(D)	191	Yes		Proposed

Feedlines

TYPE	MANUFACTURER / MODEL	NOMINAL SIZE (in)	ATTACHED CENTERLINE (ft)	LENGTH (ft)	IN CONDUIT?	STATUS
ELLIPTICAL	ANDREW / EW63	ELLIPTICAL	191	241	No	Proposed
ELLIPTICAL	ANDREW / EW63	ELLIPTICAL	191	241	No	Proposed
COAX	COMMScope / LDF5-50A	7/8	191	241	No	Proposed
COAX	ANDREW / AVA5-50	7/8	191	241	No	Proposed
COAX	ANDREW / AVA5-50	7/8	191	241	No	Proposed
COAX	ANDREW / AVA5-50	7/8	191	241	No	Proposed

NOTICE: Structural Analysis shall be performed in accordance with the current revision of the TIA/EIA 222 standard and applicable local building permit codes and standards. EME analysis shall be consistent with current revision of FCC/OSHA standard OETB 65. AM detuning, when required, will be performed to 47 CFR22.371. The customer is responsible for all analysis expenses. All construction drawings are subject to Crown Castle engineering approval prior to commencement of tower attachments and compound installations. Installation of equipment not conforming to approved drawings may violate the terms of the occupancy agreement and will be corrected at the customer's expense. Crown Castle requires drawings for pre-construction approval and as built drawings for physical configuration validation to be submitted as unlocked AutoCAD files (Version 2000i preferred). Because manufacturers may change equipment specifications (e.g., length, width, height, depth or weight) for a Model Number without changing the Model Number itself, the equipment specifications for such Model Number as identified herein shall be used to determine exactly which version of equipment with such Model Number is approved by Crown Castle herein. Crown Castle may include the suffix "CCIV" together with a number (indicating a version number) after a Model Number, which suffix is not part of the actual Model Number, but indicative of a known change to the equipment specifications applicable to such Model Number.



Licensee Site Name: N/A
Licensee Site No.: N/A

Licensor Site Name: FG ATL185
JDE Business Unit: 812180

EXHIBIT B
to Site License Agreement

SITE PLAN

TT: E 1833970SR
Prepared by: R. Benson
Prepared on: 8/6/2025
Revised on: 8/13/2025
CROWN CASTLE STANDARD SLA

App Rev #: 3
LRF Rev #: 3
MLA #: 3212140

Certificate Of Completion

Envelope Id: A12FA0E8-9C72-455F-A858-567A2849A5BE
 Subject: BU-812180_PLIC-1063884_ORD-713176_FG ATL185_FAYETTE COUNTY GA
 License: 1063884
 District: GA
 Area: STA
 ApplicationId: 713176
 BusinessUnit: 812180
 Source Envelope:
 Document Pages: 19
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator:
 Robert Benson at Crown Castle
 2000 Corporate Drive
 Canonsburg, PA 15317
 robert.benson@crowncastle.com
 IP Address: 4.78.16.2

Record Tracking

Status: Original
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 Holder: Robert Benson at Crown Castle
 robert.benson@crowncastle.com
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Signer Events

Taylor Whipkey
 Taylor.Whipkey@crowncastle.com
 Security Level:
 .Email
 ID: b580c191-ed6a-4923-b76f-9ccdb477163f
 8/13/2025 2:09:06 PM

Signature

Completed

Using IP Address: 4.78.16.2

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Sent: 8/13/2025 2:07:12 PM
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 Signed: 8/13/2025 2:12:53 PM

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 (None)

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Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
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Execution Specialist
 executionspecialist.embedded@crowncastle.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

System Sync
 system.sync@crowncastle.com
 Security Level: Email, Account Authentication
 (None)

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Crown Supervisor, Contract Development (Verticals)

Signing Group: Crown Supervisor, Contract Development (Verticals)

Security Level: Email, Account Authentication (None)

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Agent Delivery Events	Status	Timestamp
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Katy Vogt

kvogt@fayettecountyga.gov

Security Level: Email, Account Authentication (None)

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ID: 2c1e1378-2029-4d92-8726-c5fe09c7b283

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Adriana Goglio

Adriana.Goglio@crowncastle.com

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Read Only Customer Agreement

readonlycustomeragreements@crowncastle.com

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Compliance

Compliancereview@crowncastle.com

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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/13/2025 12:19:48 PM
Envelope Updated	Security Checked	8/13/2025 12:20:16 PM
Envelope Updated	Security Checked	8/13/2025 12:20:20 PM
Envelope Updated	Security Checked	8/13/2025 2:07:05 PM
Envelope Updated	Security Checked	8/13/2025 2:07:09 PM
Envelope Updated	Security Checked	8/13/2025 2:07:13 PM
Envelope Updated	Security Checked	8/13/2025 2:13:29 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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If you elect to receive documents for execution and various other documents and other records only in paper format, it will slow the speed at which we can complete the subject transactions because of the increased delivery time.

Documents for execution, and other documents and records may be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we may provide documents for execution, and other documents and records electronically to you through the DocuSign system during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any document for execution or other document or record, we prefer to provide all documents for execution, and other documents and records by the same method and to the same address that you have given us. If you do not agree with this process, please let us know as described below.

How to contact Crown Castle

You may contact us to let us know of any changes related to contacting you electronically, to request paper copies of documents for execution and other documents and records from us, and to withdraw your prior consent to receive documents for execution and other documents and records electronically as follows:

To contact us by phone call: 724-416-2000

To contact us by email, send messages to: esignature@CrownCastle.com

To contact us by paper mail, send correspondence to

Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317

To advise Crown Castle and DocuSign of your new e-mail address

To let us know of a change to the e-mail address where we should send documents for execution and other documents and records to you, you must send an email message to esignature@CrownCastle.com and state your previous e-mail address and your new e-mail address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

Required hardware and software

Browsers:	Internet Explorer® 11 (Windows only); Windows Edge Current Version; Mozilla Firefox Current Version; Safari™ (Mac OS only) 6.2 or above; Google Chrome Current Version; Note : Pre-release (e.g., beta) versions of operating systems and browsers are not supported.
Mobile Signing:	Apple iOS 7.0 or above; Android 4.0 or above
PDF Reader:	Acrobat® Reader or similar software may be required to view and print PDF files
Screen Resolution:	1024 x 768

Enabled Security Settings:	Allow per session cookies
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These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive documents electronically

Please confirm that you were able to access this disclosure electronically (which is similar to the manner in which we will deliver documents for execution and other documents and records) and that you were able to print this disclosure on paper or electronically save it for your future reference and access or that you were able to e-mail this disclosure to an address where you will be able to print it on paper or save it for your future reference and access. Further, if you consent to receiving documents for execution and other documents and records in electronic format on the terms described above, please let us know by clicking the "I agree" button below.

By checking the 'I agree' box, I confirm that:

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- As a recipient, you can read, electronically sign and act upon this message, and you agree not to forward it or any other DocuSign e-mail communications. In the event another party needs to be added to the DocuSign communication, you must make a request to the e-mail originator.

COUNTY AGENDA REQUEST

Page 358 of 461

Department:

Presenter(s):

Meeting Date:

Type of Request: #26

Wording for the Agenda:

Request to submit a Rural and Tribal Assistance Pilot Program (RTA) grant application to the U.S. Department of Transportation's Build America Bureau for engineering and design services up to \$2,500,000.

Background/History/Details:

The RTA Program aims to help applicants develop transportation infrastructure projects in rural and tribal communities that will be reasonably expected to be eligible for federal funding and financing programs for additional development phase activities or construction. The grant requires no match.

Applications are due on September 8, 2025, and they will be reviewed on a first come and first served basis.

Although other project types are still being considered, staff anticipates the grant request will be for design of an intersection improvement at a location that is "rural" per the program standards and is ranked as one of the higher-need safety hot spots per the 2025 Safety Action Plan. The location would also have to be eligible for SPLOST funding of subsequent phases, including construction (the grant is only for PE). The intersection of Tyrone Road and Ellison Road is a location that meets these criteria.

What action are you seeking from the Board of Commissioners?

Approval to submit a Rural and Tribal Assistance Pilot Program (RTA) grant application to the U.S. Department of Transportation/Build America Bureau engineering and design services up to \$2,500,000.

If this item requires funding, please describe:

No local funding required.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

If awarded, PW will come back to the BOC with details of award. At that time, Finance will establish any needed accounts.

U.S. Department of Transportation

Rural and Tribal Assistance Pilot Program

Notice of Funding Opportunity

Amendment #2 Date: August 7, 2025

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DEPARTMENT OF TRANSPORTATION

Office of the Secretary of Transportation

Before You Begin

Navigating the Notice of Funding Opportunity

The organization of this notice is based on an outline set forth in [Appendix I to Title 2 of the Code of Federal Regulations \(CFR\), Part 200](#), to ensure consistency across Federal financial assistance programs. Each section of this notice contains information and instructions relevant to the application process for the RTA Program. All applicants should read this notice in its entirety so that they have the information they need to submit eligible applications.

Amendment #2: Summary of Changes to Initial Notice of Funding Opportunity

Purpose of the amendment is to:

- Increase program funding from \$27 million to \$54.2 million
- Increase funding minimum of individual awards from \$200,000 to \$250,000
- Increase funding maximum of individual awards from \$750,000 to \$2,500,000
- Increase tribal set aside from \$10 million to \$20 million
- Eliminate the “Multi-Community” grant type
- Revise application questions to reflect elimination of the “Multi-Community” grant type
- Align the NOFO with Administration priorities and Executive Orders

I. Basic Information

A. Key Facts

Issuing Agency	Build America Bureau, Office of the Secretary of Transportation, U.S. Department of Transportation	KEY DATES Revised Notice of Funding Opportunity Issue Date: August 7, 2025 Application Portal Opens: 2:00 p.m. ET on September 8, 2025 Application Portal Closes: October 8, 2025 Open for 30 days, yet funding may be exhausted before application window closes Anticipated Selection Notification Date: December 2025
Funding Opportunity Title	Rural and Tribal Assistance (RTA) Pilot Program	
Announcement Type	Amendment #2	
Funding Opportunity Number	DOT-OST-2025-103	
Assistance Listing Number	20.943	
Objective	The RTA Program aims to help applicants develop transportation infrastructure projects in rural and tribal communities that will be reasonably expected to be eligible for federal funding and financing programs for additional development phase activities or construction.	
Program Overview	The RTA Program provides funding for planning and design phase activities for rural and tribal infrastructure projects. This program will award grants for either the hiring of staff or the procurement of expert firms to provide financial, technical, and legal assistance with project-related planning and design phase activities. The program is administered by the Build America Bureau (the Bureau). Grants are awarded on a first-come, first-served basis to eligible applicants with an eligible project who meet the merit criteria described in Section VI. B.	
Eligible Applicants	Eligible applicants include rural local governments or political subdivisions, states, federally recognized tribes, and the Department of Hawaiian Home Lands. For additional information, see Section II. A.	
Eligible Project Types	Transportation projects that are in early project development. See Section II. C for more details.	
Eligible Activities	Financial services, technical services, and legal services. See table in Section II. D for example activities.	
Funding	\$54.2 million is available for awards. See Section I. B directly below this table for additional information.	
Cost share	There is no required cost share or match for this program.	
How to apply	Applications must be submitted via the online application form that will be accessible on the RTA Program's webpage: www.transportation.gov/buildamerica/RuralandTribalGrants . See Section IV for information on the application process.	
Application Portal Open	2:00 pm ET on September 8, 2025	

B. Funding Details

This NOFO makes available, on a first-come, first-served basis, a total of \$54.2 million of funding for the second round of the Rural and Tribal Assistance Pilot Program (RTA Program). This includes a total of \$4.2 million appropriated for fiscal years 2024 and 2025 in Section 21205 of the Infrastructure Investment and Jobs Act (IIJA) (Pub. L. 117-58), and a total of \$50 million appropriated in the Consolidated Appropriations Act, 2024 (Pub. L. 118-42) and the Full-year Continuing Appropriations and Extensions Act, 2025 (Pub. L. 119-4).

This NOFO will award funding for planning and design phase activities for single projects:

Approximate total available funding: \$54.2 million

Approximate number of awards: 21 to 216

Minimum and maximum dollar amount of individual awards: \$250,000 up to \$2,500,000

Award period (Period of Performance): up to 36 months

\$20 million of the total funding available is set aside for eligible tribal applicants. See [Section III. E](#) for additional information on this funding set-aside.

The Department may decrease an RTA Program award amount from the application amount, if elements of the proposed project are determined to be ineligible program activities.

See [Section I. B](#) for further award information and [Section II](#) for eligibility information.

C. Availability of Funds

This NOFO makes available funds with the following periods of availability:

- \$25 million in the Consolidated Appropriations Act, 2024 (Pub. L. 118-42) is available until September 30, 2026
- \$25 million in the Full-year Continuing Appropriations and Extensions Act, 2025 (Pub. L. 119-4) is available until September 30, 2027
- \$4.2 million obligation limitation in Section 21205 of the Infrastructure Investment and Jobs Act (IIJA) (Pub. L. 117-58) which may be drawn from any amount made available to the Secretary to provide credit assistance under an eligible program that is not otherwise obligated.

D. Executive Summary

The Rural and Tribal Assistance Pilot Program, administered by the Build America Bureau (the Bureau), was created under Public Law 117-58 to advance transportation infrastructure projects in rural and tribal communities by supporting planning and development-phase activities for projects reasonably expected to be eligible for certain U.S. Department of Transportation (DOT or the Department) credit and grant programs. However, there is no requirement for grantees to apply for other DOT funding programs in the future.

RTA Program funding is for planning and design phase activities of transportation infrastructure projects that meet the Program's eligibility requirements discussed in [Section II](#).

Grant recipients may hire staff or procure the services of expert firms to develop their projects. [Section II. D](#) lists example activities that would be eligible under this Program. **Grants are awarded on a first-come, first-served basis to eligible applications.** [Section IV](#) discusses the application. The review process and criteria used to select applications for award is discussed in [Section VI](#). [Section V](#) includes the Program's submission requirements for applying, including when the application window opens.

E. Agency Contact Information

Build America Bureau
U.S. Department of Transportation
1200 New Jersey Avenue SE
W84-322
Washington, DC 20590

For further information concerning this specific NOFO, please contact RTA Program staff via email at RuralandTribalTA@dot.gov.

Ongoing updates, webinar notices, and FAQs can be found on the [RTA Program webpage](#). To ensure applicants receive accurate information about eligibility or the RTA Program in general, applicants with questions are encouraged to contact RTA Program staff directly, rather than through intermediaries or third parties.

II. Eligibility

To be considered for an RTA Program award, an applicant must be considered an eligible entity with an eligible project. [Section II. A](#) defines the RTA Program's eligible applicant types, and [Section II. C](#) describes the requirements for eligible projects.

A. Eligible Applicants

Applicants for the Program must be one of the following:

1. **a unit of local government or political subdivision** that is located outside of an urbanized area¹ that has a population of more than 150,000 residents, as determined by the Bureau of the Census. Examples of local governments and political subdivisions include the following:
 - County;
 - Borough;
 - Municipality;
 - City;
 - Town;
 - Township;
 - Parish (under the state of Louisiana);
 - Local public authority, including any public housing agency under the United States Housing Act of 1937;
 - Special district;

¹ Urbanized area listing should be drawn from the 2020 Census results. For 2020 Census results, visit: <https://www.census.gov/programs-surveys/geography/guidance/geo-areas/urban-rural.html>

- School district;
 - Council of governments, whether or not incorporated as a nonprofit corporation under State law; or
 - Any other agency or instrumentality of a multi-, regional, or intra-State or local government.
2. **a state, territory, or possession of the United States** seeking to advance a project in a location outside of an urbanized area that has a population of more than 150,000 residents as determined by the Bureau of the Census;
 3. **a federally recognized Indian Tribe**; or
 4. **the Department of Hawaiian Home Lands**.

B. Cost Share or Non-Federal Match

There is no requirement for cost sharing or providing a local, non-federal match to the grant funds in this Program.

C. Eligible Projects

Per the RTA Program's requirements, projects that receive a grant award under this Program must be reasonably expected to be eligible for any one or more of DOT's lending or grant programs listed below. This requirement is used to define the eligible project types for RTA Program funding; it does not commit the applicant to apply to any of these programs. The applicable programs are listed below. More information on these programs, including brief program descriptions and examples of eligible projects for each, are included in [Appendix A](#).

- TIFIA Credit Program: www.transportation.gov/buildamerica/financing/tifia
- RRIF Credit Program: www.transportation.gov/buildamerica/financing/rrif
- INFRA Grant Program: www.transportation.gov/grants/infra-grants-program
- Mega Grant Program: www.transportation.gov/grants/mega-grant-program
- BUILD Grant Program: www.transportation.gov/BUILDgrants
- National Culvert Removal, Replacement, and Restoration Grant Program: www.fhwa.dot.gov/engineering/hydraulics/culverthyd/aquatic/culvertaop.cfm

D. Example Activities

The following is a list of example activities that would be eligible to be funded through the RTA Program. This list is intended to serve as an example, and is not all-inclusive:

Financial services	Technical services	Legal services
Revenue forecasting	Project planning	Statutory and regulatory framework analysis
Economic assessments and cost-benefit analyses	Feasibility studies	Drafting and negotiation of concession agreements
Value for money analysis and procurement options	Environmental review and permitting	Drafting and negotiation of interagency agreements

Evaluating opportunities for private financing and project bundling	Preliminary engineering and design	Procurement support
Financial feasibility analysis; funding and financing options analysis	Funding application assistance	
Evaluation of costs to sustain the project (such as operations and maintenance costs)	Public engagement	
	Property development and land use feasibility analysis	
	Public Benefit Studies	
	Cost estimation	

E. Definition of Rural Areas

The definition of “rural” varies among DOT programs. The following information explains the “rural” location requirement for local governments, political subdivisions, or states wishing to apply to the RTA Program with a project in a rural area. For this Program, “rural” is defined as the following:

Rural- A project is determined to be rural if it is located outside an urbanized area that has a population of more than 150,000 residents as determined by the Bureau of the Census.

The location of the project itself determines an applicant’s eligibility for the RTA Program when applying as a rural applicant.

Interested applicants can use one of the following mapping tools to verify that the project’s location is in an area that meets the “rural” definition stated above:

- **Rural Funding Eligibility Tool**²- Instructions on how to use this map to check for rural eligibility for the RTA Program can be found here:
<https://www.transportation.gov/sites/buildamerica.dot.gov/files/2023-06/Step%20by%20Step%20eligibility%20instructions.pdf>.
- **U.S. Census mapping tool TIGERweb**³- Instructions on how to use this map and check the urban area population, if applicable, can be found here:
<https://www.transportation.gov/sites/buildamerica.dot.gov/files/2023-07/TigerWeb%20Step%20by%20step.pdf>.

III. Program Description

A. Background

The U.S. Department of Transportation’s Build America Bureau (Bureau) administers the Rural and Tribal Assistance Pilot Program. The Bureau is responsible for driving transportation infrastructure

² <https://www.transportation.gov/rural/eligibility>

³ https://tigerweb.geo.census.gov/tigerwebmain/TIGERweb_main.html

development projects in the United States through innovative financing programs and project delivery methods. Its mission is to provide access to the Bureau's credit programs in a streamlined, expedient, and transparent manner. The Bureau is also responsible for engaging stakeholders on behalf of the Secretary and promoting greater visibility and access to DOT policies, programs, and resources through the administration of technical assistance programs. In accomplishing its mission, the Bureau also provides technical assistance and encourages innovative best practices in project planning, financing, delivery, and monitoring. The Bureau draws upon the full resources of DOT to best utilize the expertise of DOT's Operating Administrations (OAs) including: 1) Federal Highway Administration; 2) Federal Transit Administration; 3) Federal Railroad Administration; 4) Federal Aviation Administration; and 5) Maritime Administration while promoting a culture of innovation and customer service.

Section 21205 of Public Law 117-58, Division B of IIJA, "Rural and Tribal Infrastructure Advancement", created the Rural and Tribal Assistance Pilot Program (RTA Program) to provide grants to fund financial, technical, and legal assistance to rural and tribal communities and states for transportation infrastructure projects located in rural areas. IIJA funding for the Program was authorized for fiscal years 2022-2026.

The Department intends to issue grants to enable recipients to: 1) acquire the services of independent financial, technical, and legal advisors,⁴ or 2) hire staff, to provide development-phase assistance for their project. A table providing examples of services for which recipients can hire staff or procure expert firms using awards under the RTA Program is shown in [Section II. D.](#)

B. Program Goals and Objectives

The grants are intended to build organizational capacity in communities that may not have the resources available to evaluate and develop transportation infrastructure projects. The RTA Program aims to help applicants advance projects that will qualify for federal funding and financing programs for additional development activities or construction. The RTA Program has expected performance goals for projects receiving Program funding. These goals can be found in [Section IV. C.](#)

C. Changes from the FY 2022-2023 NOFO

This FY 2024 RTA NOFO makes changes from the FY 2022/2023 NOFO to:

- Simplify the NOFO with the use of plain language, a more detailed table of contents, and the use of tables to organize information.
- Define "eligible applicant" for the RTA Program, to include examples of local governments and political subdivision types.
- Provide links to mapping tools to determine if the project location is deemed "rural," as defined by the RTA Program.
- Clarify requested information to be used to determine merit criteria ratings.

D. Previous RTA Awards

RTA grant recipients awarded funding from the previous FY 2022/2023 NOFO may not apply for funding for the same project under this NOFO.

⁴ The procurement of, and contract for, advisors procured to provide services funded by this award must meet the requirements set forth in 2 CFR § 200.317-327 and 2 CFR § 200.459, including 2 CFR Part 200 Appendix II.

E. Restrictions on Funding

No more than twenty percent of total available RTA funds per fiscal year may be awarded for projects in a single state. DOT may offer partial awards to applicants if fully funding their project would exceed the twenty percent state limit.

Any of the funds set aside for tribal applicants that are not allocated within thirty days of the application close date will be allocated and awarded to any type of qualified applicant, based on the order in which applications were received.

Recipients of RTA Program grant awards do not receive lump-sum cash disbursements of their awarded amount of grant funding. Instead, RTA funds will reimburse recipients only after a grant agreement has been executed, allowable expenses are incurred, and valid requests for reimbursement are submitted and reviewed by the Bureau.

IV. Application Content and Format

A. Application Overview

All applications must be submitted using the application form that will be made available on the [RTA Program's webpage](#)⁵ beginning at the date and time shown in [Section V. A](#). Email, mail, and fax submissions will not be accepted. The application form cannot be saved in progress and must be completed in a single session. A pdf version of application form questions will be made available on the [RTA Program's webpage](#) when this funding announcement (NOFO) is published. Unless indicated as optional, applicants must respond to all sections of the application form.

Interested applicants should submit applications to demonstrate:

- They are an eligible applicant under this Program, as described in [Section II. A](#);
- The project(s) for which grant funding is being requested are otherwise eligible for funding or financing through the other DOT programs listed in [Section II. C](#) and further described in [Appendix A](#); and
- The proposed activities sufficiently address the criteria described in [Section VI. B](#).

B. Application Content

The table below lists the topics included in the application along with a brief description/ instructions for the requested information:

Title	Description/ Instructions
1. Name & Contact Information	First and last name, Title, Phone, and Email
2. Organization Name, Address, & Website	Organization/Entity Name, Address (no P.O. Box number) City, State, Zip Code, Website
3. Employer/Taxpayer Identification Number (EIN/TIN)	Applicants must have a valid EIN/TIN obtained from Internal Revenue Service
4. Unique Entity Identifier (UEI)	UEI must be valid and current; an incorrect or expired UEI will disqualify the application. See

⁵ <https://www.transportation.gov/buildamerica/RuralandTribalGrants>

5. Organization Congressional District Project Congressional District	Section V. F. below for more information about obtaining a UEI from SAM.gov. Look up Congressional districts using the zip code location of the organization and the project at https://www.census.gov/mycd/
6. Eligible Entity	Information on eligible applicants can be found in Section II. A. Select applicant type from the following: <ul style="list-style-type: none"> • Local government or political subdivision • State • Federally recognized Indian Tribe • Department of Hawaiian Home Lands
7. Project Title	Provide a brief, descriptive title of the project; e.g., “Widening of X Street from Avenue 1 to Avenue 7 in Y Community in Z State.”
8. Project Location	Location must be described as either a street address complete with city and state, or latitude/longitude coordinates. As an example, coordinates can be obtained by right-clicking on the project location in Google Maps or other software.
9. Overall Project Description & Total Project Cost	Describe the overall project, including: <ul style="list-style-type: none"> • project type, • features to be constructed, • schedule, and • estimated total project cost
10. Federal Debt Delinquency	Indicate whether the applicant is delinquent on any Federal debt.
11. Appropriateness of Services Requested	Refer to Section VI. B.
12. Viability of Grant Services Requested	Refer to Section VI. B.
13. Application Certification	Check box certifying application statements are true, complete, and accurate.

C. Expected Performance Goals

The performance goals each awarded project is expected to achieve are listed below. Before the grant agreement between DOT and an awarded applicant is executed, the applicant will need to submit to DOT a minimum of two metrics for each of the following goals:

- Goal 1: Provide benefits to the community through transportation projects.
- Goal 2: Increase grant recipient’s capacity, knowledge, and skills to execute transportation projects.
- Goal 3: Engage, educate, and listen to the community throughout the project planning process.
- Goal 4: Advance the transformational project(s) closer to delivery.

V. Submission Requirements

A. Submission Dates and Timelines

The application window will open at **2:00 p.m. ET on September 8, 2025** on [RTA Program webpage](#). Applicants are encouraged to submit applications as early as possible once the application period opens as applications will be reviewed in the order in which they are received. Each application received by DOT is timestamped with the time of submission. **Applications will be reviewed on a rolling (first-come, first-served) basis until available funding is expended or this notice is superseded by another notice.** The application open period will be available for 30 days, yet total funding may be exhausted before the application window closes.

DOT strongly encourages applicants to test systems and review instructions well in advance of the application window. Applicants should save and print written proof of an electronic submission.

If technical issues arise that present difficulties for submission, applicants should notify DOT. DOT must receive communication via telephone, voicemail, or email regarding such technical difficulty during the application window stated above. Any correspondence regarding technical difficulties received after the application portal closes will not be considered as a reason to accept a late application. No extensions to the deadline will be considered. In cases of documented technical difficulty, the applicant is expected to submit the application immediately upon resolution of technical difficulties.

In addition, please note the following:

- DOT will not accept any unsolicited changes, additions, revisions, or deletions to application submission.
- Throughout the review and selection process, DOT reserves the right to seek clarification from applicants whose applications are being reviewed and considered.
- Applicants may be asked to clarify objectives and work plans and modify budgets or other specifics as necessary to comply with federal requirements and provide supplemental information required by the agency before award.

B. Letters of Support

No will be accepted or considered in determining grant awards.

C. Application Limit

A separate application is required for each project submitted for Project grant funding consideration. The maximum number of applications that can be submitted is two. The total maximum number of RTA Program grant awards an applicant can receive is two.

D. Other Submission Requirements

Applicants should reference the pdf version of the web-based application questions along with the information contained in this NOFO. Some questions have word limits, and this information is included in the pdf version of the application on the [RTA Program webpage](#).

Applicants should not place “N/A” in lieu of typing in responses in the field sections – except on questions where “N/A” is stated as an acceptable response. If information is copied into the web-based application form from another source, applicants should verify that the pasted text is fully captured and has not been truncated by the character limits built into the form. Contact information for assistance with application submission and clarification on application questions can be found on the [RTA Program webpage](#).

E. Address to Request Application Package

Grant application materials, including a pdf version of the web-based application questions, can be accessed at <https://www.transportation.gov/buildamerica/RuralandTribalGrants>. This is the same location where interested applicants will apply once the application portal opens. Potential applicants may also request to receive email copies of materials for review by emailing RuralandTribalTA@dot.gov.

F. Unique Entity Identifier (UEI) and System for Award Management (SAM)

Each applicant must have completed the registration process on SAM.gov and obtained a valid UEI prior to submitting their application. To register, go to [SAM.gov Entity Registration](#) and click Get Started. From the same page, click on the Entity Registration Checklist for the information that will be needed to register.

Each applicant must:

- (1) Be registered in SAM.gov before submitting an application;
- (2) Provide a valid and current (unexpired) Unique Entity Identifier in the application; and
- (3) Continue to maintain an active registration in SAM.gov with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal agency.

The Department may not make a grant to an applicant until the applicant has complied with all applicable UEI and SAM requirements. If an applicant has not fully complied with the requirements by the time the Department is ready to make a grant, the Department may determine that the applicant is not qualified to receive a grant and use that determination as a basis for making a grant to another applicant.

To prepare for proposal submission, applicants should begin the process of registering with [SAM.gov](#) to obtain a valid UEI if they do not have one already. All registrations are free of charge. Note that SAM.gov’s registration process can take multiple weeks to complete. All applicants previously registered should make sure their registration is active and up to date.

G. Intergovernmental Review

This funding opportunity is not subject to [Executive Order 12372](#), “Intergovernmental Review of Federal Programs”.

VI. Application Review Information

The application review and selection process are outlined below. After the application window opens, grants will be made on a first-come, first-served basis. Application reviews, to include eligibility review, will conclude once the full \$54.22 million has been awarded.

A. Responsiveness Review

Applications will be reviewed, in the order received, for completeness and RTA Program eligibility – an eligible applicant with an eligible project – before being reviewed against the merit criteria described in [Section VI. B](#). This review will conclude once all RTA Program funds have been committed, which may mean not all applications will be reviewed for eligibility or against the merit criteria.

B. Criteria

Applications deemed complete and eligible will be evaluated based on the criteria listed below. Applications that are rated “Meets” for both criteria will be recommended to the Under Secretary of Transportation for Policy for funding in the order they are received.

1. Criterion #1: Appropriateness of services requested

Application Question: (1) Please describe the activities/advisory services for which you are seeking program funds, and how these activities will materially advance your overall project. (2) State the requested funds from this program. (3) Include the estimated cost of the activities and the amount of RTA Program funding requested. (4) Describe (4)Describe what project-related development activities have been completed, if any. Examples include: data or information that has been collected or activities conducted that are necessary for completing the activities funded through this Program.

Question Review: The Application Review Team will assess whether and to what extent the proposed activities will materially advance the overall project identified in the application. The Application Review Team will consider:

- the current state of the project’s development and project readiness,
- whether the proposed activities are appropriate for the current state of the project’s development, and
- the likelihood that the activities will materially advance the project.

The goal of this assessment is to ensure that the proposed activities are appropriate for the project’s current state of development and, will have a material impact on the project’s overall development. The rating categories are outlined in the table below.

Rating	Project advancement Criterion	Example
Does Not Meet	Proposed activities are either not helpful in advancing the project or not appropriate for the project in its current state of development.	<p>The proposed activities are not necessary or appropriate for the project’s ultimate funding and/or financing, and delivery;</p> <p>Key activities to advance the project have not been completed and are not included in the description of proposed activities; or</p> <p>The proposed activities description does not provide information on the overall project’s need or specific challenges it will address.</p>

Meets	Likely to advance the project	<p>It is reasonably likely that the proposed activities will demonstrably advance the project;</p> <p>It is probable that the necessary information or data needed for the proposed activities will be available by the project's start; and</p> <p>A transportation need has been identified, and it is likely the overall project will deliver a solution.</p>
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2. Criterion #2: Viability of grant funds requested

Application Question: (1) State if you intend to either procure advisory services or hire staff to complete the proposed activities and discuss your procurement or hiring experience and process. (2) State if you have additional funds available to commit to this effort should grant funding prove insufficient to complete the proposed activities. If additional funds will be provided, include the amount and source of the local funding commitment. (3) Confirm if a bid, quote, or estimate has been obtained for the proposed activities.

Question Review: The Application Review Team will assess whether the applicant has an established process to advance their project and to what extent the funding package (made up of funding requested through this Program and other funding sources, if any, including local funding commitment) is likely to result in fully funding and completing the specified activities, while also providing the deliverable(s) necessary to materially advance the project(s). The Team will consider:

- for applicants seeking to procure advisory services: whether the applicant has obtained bids or quotes for the requested services, and the applicant's experience procuring advisory services in the past,
- for applicants seeking to hire staff for the proposed activities: their organization's hiring process (i.e., do they have a defined job description for completing these activities, process for recruitment), and
- the source and amount of funding the applicant intends to commit (if any) as a contribution to the overall cost of the activities being proposed. (The addition of local funding will not influence the rating of this criterion).

The goal of this assessment is to ensure that the funding plan, including the funding requested in the application, and the staffs' experience in procuring advisory services or efficiency in hiring staff are adequate to complete the activities proposed and to achieve the deliverable(s) necessary to advance the project.

Rating	Experience and cost estimating Criterion	Example
Does Not Meet	It is either unclear or unlikely that the applicant has experience or an established procurement or hiring process, or that the funding package ⁶ is appropriate for	There is little or no evidence that the applicant has (a) either previous procurement experience or an efficient process for hiring staff, (b) the capacity to estimate the cost for the activities identified in the application, or (c) obtained a reasonable estimate or quote for the activities identified; or

⁶ The funding package is made up of the funding requested through this Program and other funding sources, if any, including local funding commitment.

	completing the identified activities and deliverable(s).	The funding package will not produce completed activities or deliverable(s) identified in the application.
Meets	It is likely the applicant has experience or an established procurement or hiring process, and that the funding package ⁵ is appropriate for completing the identified activities and deliverable(s).	<p>The applicant has provided sufficient evidence demonstrating their procurement experience or efficient process hiring staff; and</p> <p>The applicant has provided reasonable cost estimates or quotes to conclude the funding requested will likely result in completed activities or deliverable(s) identified in the application.</p>

C. Review and Selection Process

An Application Review Team composed of Department staff will screen applications in the order they are received. This initial review will cover completeness (see [Section VI](#) for more information), eligibility of the applicant (see [Section II. A](#)), and the eligibility of the project(s) being proposed (see [Section II.C](#)).

For those applications deemed complete and eligible, the Application Review Team will review them, in the order received, against the criteria shown in [Section VI. B](#) above. Applications that receive “Meets” for **both scoring criteria** will be recommended for award to the Under Secretary of Transportation for Policy, along with the recommended grant amount. Recommended grant amounts could differ from the requested grant amount due to: 1) the availability of grant funding remaining, or 2) if some elements of the project are determined to be ineligible. Among recommended applications, awards will be made on a first-come, first-served basis (based on the timestamp of the application received by DOT) until available funding is exhausted.

Compliance with DOT Order 2100.07, Ensuring Reliance upon Sound Economic Analysis in DOT’s Policies, Programs and Activities

The Department intends to apply principles from DOT Order 2100.7, [Ensuring Reliance Upon Sound Economic Analysis in DOT’s Policies, Programs and Activities](#), when evaluating applications and making award selections. To the maximum extent permitted by law, the Bureau will prioritize projects that are in alignment with the principles outlined in DOT Order 2100.7.

D. Risk Review

Prior to award, each selected applicant will be subject to a risk assessment as required by 2 CFR § 200.206. This risk assessment may consider:

- Financial stability;
- Quality of management systems and ability to meet the management standards prescribed in 2 CFR Part 200 as adopted and supplemented by 2 CFR Part 910;
- History of performance;
- Audit reports and findings; and
- The applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on recipients or subrecipients.

DOT may make use of other publicly available information and the history of an applicant’s performance under DOT or other federal agency awards. Depending on the severity of the findings and whether the findings were resolved, DOT may elect not to fund the applicant.

In addition to this review, DOT must comply with the guidelines on government-wide suspension and debarment in 2 CFR Part 180 and must require recipients or subrecipients to comply with these provisions. These provisions restrict federal awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal programs or activities.

VII. Award Notices

Following the evaluation outlined in [Section VI](#), the Secretary will announce awards by posting a list of selected projects on the [RTA Program website](#)⁷. This posting does not constitute an authorization for the selected award recipients to begin performance. Following the announcement, for each application received, DOT will provide email notification to the point of contact listed in the application stating whether the application was selected for award. Due to the RTA Program's first-come, first-served process for awarding grant funding, not all applications will be reviewed for eligibility or against the criteria described in [Section VI. B](#). Applicants whose applications were only reviewed for RTA Program eligibility will be notified of their eligibility via a notification email. Applicants whose applications were reviewed against the criteria described in [Section VI. B](#), but were not awarded funding, will be offered a debrief to provide an explanation of, and guidance regarding, the reasons why the application was not approved.

The Bureau will publish an online report that includes information on applications received, entity type, location of the potential project, a brief description of the assistance requested, the date on which the application was received, and the date on which the applicant was provided the notice of approval or disapproval. Applicants to the Program must agree to publication of this information as a condition of applying.

VIII. Post-Award Requirements and Administration

A. Administration and National Policy Requirements

1. Administrative Requirements

The Bureau and grant recipients will establish a project start date that will be included in the executed grant agreement. Each recipient will have three years from the project start date to complete the work under the RTA Program grant.

All procurements and contracts for grantee-contracted advisors procured for this award must comply with the requirements set forth in 2 CFR § 200.317-327 and 2 CFR § 200.459, including 2 CFR Part 200 Appendix II. Failure to comply with the Part 200 requirements regarding contractors and failure to obtain written approval prior to subcontracting may result in costs being deemed ineligible for reimbursement.

⁷ <https://www.transportation.gov/buildamerica/RuralandTribalGrants>

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR Part 200, as adopted by DOT at 2 CFR Part 1201. In connection with any program or activity conducted with or benefiting from funds awarded under this notice, recipients of funds must comply with all applicable requirements of federal law, including, without limitation, the Constitution of the United States statutory, regulatory, and public policy requirements, including without limitation, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; the conditions of performance, non-discrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of the Department of Transportation; and applicable federal financial assistance and contracting principles promulgated by the Office of Management and Budget. In complying with these requirements, recipients must ensure that no concession agreements are denied, or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If the Bureau determines that a recipient has failed to comply with applicable federal requirements, the Bureau may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

2. National Policy Requirements

Performance under this Program will be governed by and in compliance with the following requirements as applicable to the type of organization of the recipient and any applicable sub-recipients.

Compliance with Federal Law and Policies

The applicant assures and certifies, with respect to any application and awarded Project under this NOFO, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds and will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

Critical Infrastructure Security, Cybersecurity and Resilience

It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against all hazards, including physical and cyber risks, consistent with National Security Memorandum (NSM-22)—on Critical Infrastructure Security and Resilience, and the National Security Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems. Each applicant selected for Federal funding must demonstrate, prior to the signing of the grant agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the project. Projects that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and project oversight, as determined by the Department and the Department of Homeland Security, will be required to do so before receiving funds.

Civil Rights and Title VI

As a condition of a grant award, grant recipients should demonstrate that the recipient has a plan for compliance with civil rights obligations and nondiscrimination laws, including Title VI of

the Civil Rights Act of 1964 and implementing regulations (49 CFR part 21) (including any amendments thereto), the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act, all other civil rights requirements, and accompanying regulations. This should include a current Title VI plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. DOT's and the applicable Operating Administrations' Office of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

Domestic Preference Requirements

As expressed in Executive Order 14005, 'Ensuring the Future Is Made in All of America by All of America's Workers' (86 FR 7475), the executive branch should maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. Funds made available under this notice are subject to domestic preference requirements and section 70914(a) of the Build America, Buy America Act. The Department expects all applicants to comply without needing a project-specific waiver for domestic preference requirements.

Federal Anti-Discrimination

As a condition of award, pursuant to Section (3)(b)(iv)(A), Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the recipient must agree that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code. As a condition of award, pursuant to Section (3)(b)(iv)(B), Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, by entering into a grant or cooperative agreement, the recipient must certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

To the extent a court order bars the implementation or enforcement of one or more of these conditions or requirements with respect to a particular applicant or recipient, the Department will not implement or enforce the relevant condition(s) or requirement(s) against that applicant or recipient for as long as the order remains in place.

B. Reporting

Accepting an award commits the recipient to participation in reporting and oversight of the project. This section discusses reporting requirements of the RTA Program.

1. Progress Reporting on Grant Activities

Each applicant selected for RTA Program grant funding must submit quarterly progress reports and Federal Financial Reports (SF-425) to monitor project progress. In addition to regular reporting, each grant recipient must submit a grant closeout report as set forth in the grant agreement to ensure accountability and financial transparency in the Program. Monthly progress meetings or calls are expected to be held, during which the Bureau will review project activities, schedule, and progress toward mutually agreed upon performance goals.

As part of each quarterly report, applicants selected for grant funding must address the status

of services funded with this grant award, in general, and how the activities performed advance the RTA Program performance goals identified in [Section IV. C](#) and the performance metrics collectively established by Bureau staff and grant recipients.

2. Program Evaluation

As a condition of grant award, grant recipients may be required to participate in an evaluation undertaken by DOT or another agency or partner. The evaluation may take different forms such as:

- an implementation assessment across grant recipients,
- an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or
- a benefit/cost analysis or assessment of return on investment.

DOT may require applicants to collect data elements to aid the evaluation and/or use information available through other reporting. As a part of the evaluation and as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor or DOT staff; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT staff.

Recipients and subrecipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting an agency priority goal(s). Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115-435 (2019) urges Federal awarding agencies and Federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency” (codified at 5 U.S.C. § 311). For grant recipients, evaluation costs are allowable costs (either as direct or indirect), unless prohibited by statute or regulation, and such costs may include the personnel and equipment needed for data infrastructure and expertise in data analysis, performance, and evaluation (2 CFR Part 200). Credible program evaluation activities are implemented with relevance and utility, rigor, independence and objectivity, transparency, and ethics (OMB Circular A-11, Part 6 Section 290).

3. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of a selected applicant’s currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the applicant during that period of time must maintain the currency of information reported to the SAM that is made available in the designated integrity and performance system (currently FAPIIS) about civil, criminal, or administrative proceedings. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after

April 15, 2011, except past performance review required for federal procurement contracts, will be publicly available.

IX. Other Information

A. Protection of Confidential Business Information

All information submitted as part of or in support of any application shall use publicly available data or data that can be made public and methodologies that are accepted by industry practice and standards, to the extent possible.

B. Publication/Sharing of Application Information

As noted previously, and required by statute, the Bureau will publish an online report that includes, for each application received, entity type, location of the potential project, a brief description of the assistance requested, the date on which the application was received, and the date on which the applicant was provided the notice of approval or disapproval. The Bureau may make application information publicly available or share it within DOT or with other federal agencies if DOT determines that sharing is relevant to the respective program's objectives.

APPENDIX A

The RTA Program requires projects be reasonably expected to be eligible for one of more of the following DOT financing or funding programs. More information on this requirement can be found in [Section II. C.](#)

TIFIA Credit Program:

www.transportation.gov/buildamerica/financing/tifia

The Transportation Infrastructure Finance and Innovation Act (TIFIA) Program provides credit assistance to finance up to 49 percent of eligible project costs for qualified projects, including:

- Highway and bridge projects;
- Public transportation projects;
- International bridges and tunnels;
- Intercity passenger bus or rail facilities and vehicles;
- Freight rail projects and intermodal freight transfer facilities;
- Certain projects located within the boundaries of a port terminal;
- Transit-oriented development projects; and
- Airport projects.

Minimum Anticipated Project Costs

- \$10 million for transit-oriented development, local, and rural projects;
- \$15 million for intelligent transportation system projects; and
- \$50 million for all other eligible surface transportation projects.

RRIF Credit Program:

www.transportation.gov/buildamerica/financing/rrif

The Railroad Rehabilitation & Improvement Financing (RRIF) Program provides credit assistance to finance development of railroad infrastructure up to 100 percent of eligible project costs, including:

- Intermodal or railroad equipment or facilities;
- Landside port infrastructure for seaports serviced by rail;
- Refinancing of outstanding debt incurred for the above eligible projects;
- Planning, permitting, and design expenses relating to the above eligible projects; and
- Transit-oriented development projects.

Minimum Anticipated Project Costs

- There is no minimum project cost for the RRIF Program.

INFRA Grant Program:

www.transportation.gov/grants/infra-grants-program

INFRA (known statutorily as the Nationally Significant Freight & Highway Projects Program) awards competitive grants for multimodal freight and highway projects of national or regional significance to improve the safety, efficiency, and reliability of the movement of freight and people in and across rural and urban areas, including:

- Highway freight projects on the National Highway Freight Network (NHFN);
- Highway or bridge projects on the National Highway System;
- Freight intermodal project or freight rail projects;

- Freight projects that are within the boundaries of a public or private freight rail, water (including ports), or intermodal facility and are surface transportation infrastructure projects necessary to facilitate direct intermodal interchange, transfer, or access into or out of the facility;
- Highway-railway grade crossing or grade separation projects;
- Wildlife crossing projects;
- Surface transportation projects within the boundaries or functionally connected to an international border crossing that improves a facility owned by federal/state/local government and increases throughput efficiency; and
- Projects for a marine highway corridor that is functionally connected to the NHFN and is likely to reduce road mobile source emissions.

Minimum Anticipated Project Costs

- Small projects must have a total project cost of at least \$6.25 million.

Mega Grant Program:

www.transportation.gov/grants/mega-grant-program

The Mega Program (known statutorily as the National Infrastructure Project Assistance Program) supports large, complex projects that are difficult to fund by other means and likely to generate national or regional economic, mobility, or safety benefits, including:

- Highway or bridge projects on the National Multimodal Freight Network;
- Highway or bridge projects on the NHFN;
- Highway or bridge projects on the National Highway System;
- Freight intermodal (including public ports) or freight rail projects that provide public benefit;
- Railway highway grade separation or elimination projects;
- Intercity passenger rail projects; and
- Public transportation projects that are eligible for assistance under 49 USC Chapter 53 and are a part of any of the project types described above.

Minimum Anticipated Project Costs

- \$100 million

BUILD Grant Program:

www.transportation.gov/BUILDgrants

The Better Utilizing Investments to Leverage Development, or BUILD, Discretionary Grant Program awards investments in surface transportation infrastructure that will have a significant local or regional impact. Eligible projects include:

- Capital projects including but not limited to:
 - Highway, bridge, or other road projects eligible under title 23, United States Code;
 - Public transportation projects eligible under chapter 53 of title 49, United States Code;
 - Passenger and freight rail transportation projects;
 - Port infrastructure investments (including inland port infrastructure and land ports of entry);
 - Surface transportation components of an airport;
 - Intermodal projects;
 - A project to replace or rehabilitate a culvert or prevent stormwater runoff for the purpose of improving habitat for aquatic species while advancing the goals of the BUILD program;
 - Projects investing in surface transportation facilities that are located on tribal land and for which title or maintenance responsibility is vested in the federal government; and

- Any other surface transportation infrastructure project that the Secretary considers to be necessary to advance the goals of the program.
- Planning projects which include planning, preparation, or design (for example- environmental analysis, feasibility studies, and other pre-construction activities) of eligible surface transportation capital projects.

National Culvert Removal, Replacement, and Restoration Grant Program:

www.fhwa.dot.gov/engineering/hydraulics/culverthyd/aquatic/culvertaop.cfm

This program awards grants for the replacement, removal, and repair of culverts or weirs that meaningfully improve or restore fish passage for anadromous fish. Anadromous fish migrate upstream for breeding. Eligible project types include:

- Replacement, removal, or repair of culverts that would meaningfully improve or restore fish passage for anadromous fish.
- Replacement, removal, or repair of weirs that would meaningfully improve or restore fish passage for anadromous fish. With respect to weirs, the project may include infrastructure to facilitate fish passage around or over the weir; and weir improvements.

COUNTY AGENDA REQUEST

Page 384 of 461

Department:

Presenter(s):

Meeting Date:

Type of Request: #27

Wording for the Agenda:

Request to approve Change Order No.1 to ARCADIS Contract #2378-S; Task Order 25-04, in the amount of \$114,058.00, to provide additional detailed design services to finalize the Chlorine Disinfection and Chemical Upgrades Projects for both Crosstown and South Fayette Water Treatment Plants for a total not-to-exceed amount of \$313,985.00.

Background/History/Details:

Arcadis U.S., Inc. was awarded contract 2378-S in February 2024, to serve as the Water System Engineer of Record. Task Order 25-04 (approved September 18, 2024) authorized Arcadis to provide detailed design engineering to upgrade the chlorine disinfection systems at both Crosstown and South Fayette Water Treatment Plants. This change order allows for additional detailed work to finalize Chlorine Disinfection and Chemical Upgrades Project.

The scope of work includes geotechnical investigations below the proposed bulk storage tanks to verify existing soil bearing capacities; increased scope of survey to include location of existing settled water pipeline and main power feed electrical ductbanks; and modifications to plumbing and HVAC design to meet current code and eliminate mixing of sodium hypochlorite and fluoride off-gassing that could lead to the release of hazardous chlorine gas.

What action are you seeking from the Board of Commissioners?

Approval of Change Order No.1 to ARCADIS Contract #2378-S; Task Order 25-04, in the amount of \$114,058.00, to provide additional detailed design services to finalize the Chlorine Disinfection and Chemical Upgrades Projects for both Crosstown and South Fayette Water Treatment Plants for a total not-to-exceed amount of \$313,985.00.

If this item requires funding, please describe:

Project 50740400-542540-20WSF (Sodium Hypochlorite) has available funding of \$1,290,780.54 as of 8/7/2025.

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

Through: Ted L. Burgess 

From: Colette Cobb 

Date: August 28, 2025

Subject: Contract 2378-S: Water System Engineer of Record
 Task Order 25-04: Chlorine Disinfection Upgrade
 Change Order 1

Arcadis U. S., Inc. was awarded Contract 2378-S on February 15, 2024, to serve as the Water System Engineer of Record. The contract award established hourly rates which each task order amount will be based on.

This Task Order authorized Arcadis to provide detailed design engineering to upgrade the chlorine disinfection system at both Crosstown and South Fayette Water Treatment Plants.

This change order will provide additional detailed design services to finalize the Chlorine Disinfection and Chemical Upgrades Project. The scope of work includes subsurface geotechnical investigations, additional survey and ground penetrating radar (GPR) of existing utilities, and HVAC and plumbing upgrades at each plant's chemical storage areas.

Specifics of the proposed task order are as follows:

Contract Name	2378-S: Water System Engineer of Record
Contractor	Arcadis U.S., Inc.
Task Order 25-04	Chlorine Disinfection Upgrade
Change Order 1	Additional Upgrades
Not to Exceed Amount	\$199,927.00
Change Order 1:	<u>\$114,058.00</u>
Not to Exceed Amount	\$313,985.00

Place on County Administrator's Report? Yes No

On Agenda Dated: _____

Budget:

Org Code	50740400	Water System CIP
Object	542540	Water CIP
Project	20WSF	n/a
Available	\$1,290,780.54	As of 8/06/2025

Vanessa Tigert, PG
Director
Fayette County Water System
245 McDonough Road
Fayetteville, Georgia 30214

Arcadis U.S., Inc.
2839 Paces Ferry Road SE
Suite 900
Atlanta, Georgia 30339
Phone: 770 431 8666
www.arcadis.com

Date: June 4, 2025

Ref: Contract #2378-S Water System Engineer of Record (Arcadis PN 30099925)

Subject: Task Order TO 25-04 – Chlorine Disinfection and Chemical Upgrades Change Order #1

Dear Ms. Tigert,

The Fayette County Water System (FCWS) has requested Arcadis submit a Change Order to provide additional detailed design services to finalize the Chlorine Disinfection and Chemical Upgrades Project. The scope of work includes subsurface geotechnical investigations, additional survey and ground penetrating radar (GPR) of existing utilities, and HVAC and plumbing upgrades at each plant's chemical storage areas.

Background

Arcadis is completing the detailed design of the following chemical upgrades at each water treatment plant

Crosstown WTP:

1. Converting the disinfection system from chlorine gas to 8% liquid sodium hypochlorite. Two bulk tanks will be located outside and a day tank and feed system inside.
2. Converting the fluoride system from sodium silicofluoride (dry fluoride), to 23% hydrofluosilicic acid (liquid fluoride). A bulk tank will be located outside and day tank and feed system inside.

South Fayette WTP:

1. Converting the disinfection system from chlorine gas to 8% liquid sodium hypochlorite. Two bulk tanks will be located outside and a day tank and feed system inside.
2. Moving the sodium permanganate system from the raw water pump station to the plant. The system includes a bulk tank, chemical feed system, and a vault on the existing raw water pipeline to feed sodium permanganate to raw water prior to entering the onsite reservoir.
3. Converting the fluoride system from sodium silicofluoride (dry fluoride), to 23% hydrofluosilicic acid (liquid fluoride). A bulk tank will be located outside and day tank and feed system inside.
4. Adding a raw water sample pump to pump a raw water sample upstream of the onsite reservoir to the plant lab.

Below is a list of additional scope items:

1. **Geotechnical investigations** below the proposed bulk storage tanks are required to verify the existing soil bearing capacities. This item was not originally included in the scope of work, but the Arcadis Team feels it is necessary to verify the supporting slab design and potentially reduce the concrete slab thickness, and overall construction cost. Also the Crosstown WTP sedimentation basin corner is experiencing some differential settlement. Verifying the soil capacity is good

insurance the same issue with the sedimentation basin foundation will not happen with the bulk tank foundation.

2. **The survey scope** was increased to include locating the existing settled water pipeline and main plant power feed electrical ductbanks next to the proposed bulk liquid fluoride tank at Crosstown. The survey area also increased to accommodate potential relocation of the bulk storage tanks at each plant site.
3. **HVAC and Plumbing modifications** are recommended in each WTP chemical storage areas to ensure a safe working environment for plant operations in each chemical building and area and meet current plumbing code.

Scope of Services

This proposed task order will allow Arcadis to finalize the detailed design. The individual Detailed Design tasks specifics are provided below.

Task 1: Project Management

Continue managing the internal design team's progress and subcontractor's scope of work on the work specified below.

Task 2: Geotechnical Investigations

Geotechnical engineering evaluation of the outdoor bulk storage chemical containment pads. The subsurface investigation and testing includes two (2) soils test borings at South Fayette WTP and one (1) soil test boring at Crosstown WTP. The borings will be extended to a depth of 30-ft below grade. Each core sample will undergo laboratory testing, and a final report will be provided summarizing the testing, and foundation recommendations. Oasis Consulting Services will be providing the geotechnical evaluation scope of work, their proposal is included as an attachment.

Task 3: Survey and Ground Penetrating Radar

Due to uncertainty of the location of the bulk storage tanks, the survey area at each WTP was extended to easily allow for the tanks to shift locations without requiring additional survey field work. Additional below grade process pipes and utilities were in potential conflict with the proposed outdoor storage tanks. SUE Level B locate services using GPR were included in the survey scope of services to locate the power supply ductbank entering Crosstown WTP and the settled water pipeline. Their proposal is included as an attachment.

Task 4: HVAC and Plumbing Upgrades

The Filter Building at Crosstown WTP requires modifications to the existing supply air system and replacement of existing exhaust air systems to separate the exhaust systems for rooms storing different chemicals, ensuring proper isolation in the ventilation system.

An emergency shower and eye wash station will be provided for the new outdoor chemical storage area. The current plumbing code requires a tepid water supply for emergency fixtures. Tepid water is defined to be between 60° F and 100° F. An additional water heater will be added to the Crosstown WTP's domestic water system to supply tepid water to the new emergency fixture as well as existing emergency fixtures located in the Filter Building.

The Chemical Building at South Fayette WTP utilizes an air conditioning system that recycles spent conditioned air from the chemical areas and recycles it throughout the facility. It is not recommended either to combine or recycle the spent air from the rooms housing Fluoride and Sodium Hypochlorite systems, as this poses safety and contamination risks to plant staff and the HVAC system. The proposed HVAC system modifications consist of isolating the supply air to the new chemical storage rooms from the existing system using motorized duct dampers in the supply system and installing new exhaust systems to serve the Fluoride and Sodium Hypochlorite rooms. This modification will ensure proper ventilation, chemical isolation, and adherence to industry standards. Likewise, the HVAC system in the Filter Building will be modified in order to convert the existing Carbon Feed Room to a new Potassium Permanganate Room.

Similar to Crosstown, a water heater will be added to the domestic water system serving the South Fayette Chemical Building and Filter Building first floor to provide tepid water supply to the existing and new emergency fixtures.

Schedule

Detailed Design Services will continue to finalize the design for both Crosstown and South Fayette WTPs.

Fee / Project Team

Compensation for the work will be based on a not-to-exceed, time and materials fee as shown below and in the attached fee table. The compensation was determined using the previously agreed rates associated with Arcadis' Engineer of Record contract with the County.


Scope Items	Fee
1. Project Management	\$5,124
2. Geotechnical Investigation	\$15,786
3. Survey and GPR	\$14,898
4. HVAC & Plumbing Upgrades	\$78,250
Total	\$114,058

We appreciate the opportunity to submit this Change Order. If you have any questions, please do not hesitate to contact me. We look forward to working with you and the FCWS team on this project.

Sincerely,

Michael Diaz, PE, MS
 VP / Area Manager
 Email: Michael.Diaz@Arcadis.com
 Mobile: (404) 550-3452

CC. Aaron Capelouto, PE, MIB Travis Thomas, PE

<div><div>FAYETTE County Water</div><div></div></div>	Sodium Hypochlorite and Chemical System Upgrades Change Order 01 Fee Table																	
	Discipline		Project Management			Structural			HVAC			Plumbing						
	Role		Deputy Account Lead	PM	Project Assistant	QA/QC	Lead Engineer	Jr. Engineer	QA/QC	Lead Engineer	CADD Tech	Plumbing Design / QA/QC					Lead Engineer	
	Staff Proposed		Aaron Capelouto	Travis Thomas	L. Dickson / J. Diaz-Reynolds	Donell Duncan	Piyush Lunkad	Nandan Sadashiva	Anthony Cobuzzi	Sunilsen Peramanu	TBD	Frank Andrade					E. Van Deventer	
	Labor Category		Project Manager	Project Manager	Project Assistant	Principal Engineer / SME	Project Engineer	Staff Engineer	Principal Engineer / SME	Principal Engineer / SME	CADD Technician	Principal Engineer / SME					Project Engineer	
	Labor Rate (Demand Services Rate Table)		\$180.35	\$180.35	\$86.99	\$222.79	\$146.40	\$114.58	\$222.79	\$222.79	\$103.97	\$196.27					\$146.40	
	Total Role Hours		2	24	5	4	8	16	6	200	121	56					60	
	Total Role Percentage		6%	77%	16%	14%	29%	57%	2%	61%	37%	17%					52%	
	Total Hours (by Discipline)		31			28			327			116						
	Hours Cost Percentage by Discipline		6%			6%			65%									
	Total Role Cost		\$361	\$4,328	\$435	\$891	\$1,171	\$1,833	\$1,337	\$44,558	\$12,580	\$10,991					\$8,784	
	Labor Cost Percentage by Discipline		6%			4%			67%			23%						
Total Labor Cost (by Discipline)		\$5,124			\$3,896			\$58,475			\$19,775							
TASK 1 Project Management																		
1.01 Project Management		2	24	5										0	\$0	0		
Sub-total Task Hours		2	24	5	—	—	—	—	—	—	—	—	—	31.0	\$5,124	0	\$5,124	
TASK 2 Geotechnical Scope														0	\$0	0		
2.01 Geotechnical Investigation					4	8	16							28	\$3,896	0	\$11,890	
Sub-total Task Hours		—	—	—	4	8	16	—	—	—	—	—	—	28.0	\$3,896	0	\$11,890	
TASK 3 Survey														0	\$0	0		
3.01 Survey and GPR														0	\$0	0	\$14,898	
Sub-total Task Hours		—	—	—	—	—	—	—	—	—	—	—	—	0.0	\$0	0	\$14,898	
TASK 4 HVAC & Plumbing Modifications														0	\$0	0		
4.01 Crosstown WTP Design								2	84	50	28	30	194	\$34,246	0			
4.02 South Fayette WTP Design								4	116	71	28	30	249	\$44,004	0			
Sub-total Task Hours		—	—	—	—	—	—	6	200	121	56	60	443.0	\$78,250	0	\$0	\$78,250	
Total Labor Cost														\$87,270	0	\$26,788		
TOTAL		2	24	5	—	—	—	6	200	121	56	—	502	\$87,270	\$26,788	\$114,058		

Thomas, Travis

From: Thomas, Travis
Sent: Friday, February 28, 2025 2:36 PM
To: Cory Williams
Cc: Van Deventer, Eric; Bleu Alewine
Subject: RE: DWM Package 7 Component 9 - Plats with Markups
Attachments: FCWS - Chemical Upgrades Survey Subcontract Agreement.pdf

Corey,

I appreciate you being flexible with the cost, will keep that in mind for the next project.

Attached is the survey and locate subcontractor agreement. This should be somewhat familiar to you but let me know if you have any questions or comments on the agreement.

If you are good with it, please date, sign, and send it back to me.

Also let me know when you have crews available for the field portion of the work.
 Thanks,

Travis Thomas, PE | Senior Water/Wastewater Engineer | Travis.Thomas@arcadis-us.com

Arcadis | 2839 Paces Ferry Rd SE, Suite 900, Atlanta GA, 30339
 T: 770 384 6512 | M: 912 665 3875
 Connect with us! www.arcadis-us.com | [LinkedIn](#) | [Twitter](#) | [Facebook](#)



Be green, leave it on the screen.

Upcoming PTO/Out of Office: March 28 – April 2

From: Cory Williams <corywilliams@gpinet.com>
Sent: Friday, February 28, 2025 11:23 AM
To: Thomas, Travis <Travis.Thomas@arcadis.com>
Cc: Van Deventer, Eric <eric.vandeventer@arcadis.com>; Bleu Alewine <balewine@gpinet.com>
Subject: RE: DWM Package 7 Component 9 - Plats with Markups

Arcadis Warning: Exercise caution with email messages from external sources such as this message. Always verify the sender and avoid clicking on links or scanning QR codes unless certain of their authenticity.

Travis,

I have revised the scope and fee as per the below (Note the SUE didn't decrease enough to get below the \$25k mark, so I'm take some off survey to meet needs. Don't forget about me on next project to make it up, please!!

- Topographic Field Survey
- Field Survey will include all site planometrics, breaklines, edges of asphalt/concrete, buildings with finish floor elevation and gravity utilities (storm, sanitary and overhead) within the project limits
- All field surveys will be relative to the GA State Plane Coordinate System NAD83/2001 with Vertical Datum referenced to NAVD 88 US Survey Feet

- Deliverable will be a dwg or dgn base file with all information from field survey and a surface file to include contours at 1-foot intervals
- SUE Quality Level B will be performed for all non-gravity utilities as requested in the provided exhibit (attached) for each site only.
- SUE linework will be referenced in and added to the final deliverable.

Fees:

- Topographic Survey = \$16,300.00 Lump Sum
- SUE QL-B = \$8,500.000 Lump Sum
- Total = \$24,800.00



Cory Williams, L.S., P.L.S.
d 678.310.1681 | c 919.218.5454
GPI Geospatial, Inc., An Equal Opportunity Employer

From: Thomas, Travis <Travis.Thomas@arcadis.com>
Sent: Thursday, February 27, 2025 7:24 PM
To: Cory Williams <corywilliams@gpinet.com>
Cc: Van Deventer, Eric <eric.vandeventer@arcadis.com>; Bleu Alewine <balewine@gpinet.com>
Subject: RE: DWM Package 7 Component 9 - Plats with Markups

Cory,

I'm working on the subcontractor agreements now. Can you reduce the number of SUE Locates to three?

We are only looking to locate two ductbanks and the large 30-inch settled water pipeline at the Crosstown WTP, see attached.

I'm also looking to simplify the subcontract and bring the total below \$25k. Please let me know what the revised cost is with reducing the number of SUE Locates and I will send the subcontractor agreement.

Thanks,

Travis Thomas, PE | Senior Water/Wastewater Engineer | Travis.Thomas@arcadis-us.com

Arcadis | 2839 Paces Ferry Rd SE, Suite 900, Atlanta GA, 30339
 T: 770 384 6512 | M: 912 665 3875
 Connect with us! www.arcadis-us.com | [LinkedIn](#) | [Twitter](#) | [Facebook](#)



Be green, leave it on the screen.

Upcoming PTO/Out of Office: March 28 – April 2

From: Cory Williams <corywilliams@gpinet.com>
Sent: Thursday, February 27, 2025 1:07 PM
To: Thomas, Travis <Travis.Thomas@arcadis.com>
Cc: Van Deventer, Eric <eric.vandeventer@arcadis.com>; Bleu Alewine <balewine@gpinet.com>
Subject: RE: DWM Package 7 Component 9 - Plats with Markups



May 9, 2025

Arcadis

2839 Paces Ferry Road SE
Suite 900
Atlanta, Georgia 30339

Attention: Mr. Travis Thomas, P.E.

**Subject: Proposal for Limited Subsurface Exploration and
Geotechnical Engineering Evaluation**
South Fayette WTP and Crosstown WTP
Chemical Systems Improvements
Fayette County, Georgia
Oasis Proposal No. P25044 (Revised)

Dear Travis:

Oasis Consulting Services (Oasis) sincerely appreciates the opportunity to provide this proposal for a Limited Subsurface Exploration and Geotechnical Engineering Evaluation for the chemical systems improvement at South Fayette Water Treatment Plant and Crosstown Water Treatment Plant (WTP) in Fayette County, Georgia. Our understanding of the projects requirements comes from the provided Geotechnical Investigation Scope of Work, the provided Boring Location Plans, and our expertise in the field of subsurface exploration and geotechnical engineering evaluation. Our commitment to provide quality service makes us an excellent choice to assist you with these projects. The following will present our understanding of the projects, a scope of services, and the cost and schedule for those services.

PROJECT INFORMATION AND REQUESTED SCOPE OF SERVICES

We understand that you are planning to provide design services for chemical systems improvements at the South Fayette WTP and the Crosstown WTP in Fayette County, Georgia. The proposed improvements at South Fayette WTP include the construction of a Fluoride Tank Pad and Sodium Hypo Tank Pad. The proposed improvements at Crosstown WTP include the construction of a Sodium Hypo Tank Pad. Although no existing or proposed grades have been provided, we anticipate the tank pads to be near the existing elevations. No other details concerning the project were available at the time this proposal was prepared.

COST SUMMARY AND SCHEDULE

Based on the Scope of Work presented, the total lump sum cost for the geotechnical evaluation is presented in the following detailed breakdown.

Subsurface Exploration

Site Reconnaissance, Boring Layout, Drilling Monitoring with an Engineer:	\$ 1,000.00
Private Utility Locate:	\$ 840.00
Mobilization of Drill Rig, Soil Test Borings (90 feet):	\$ 2,900.00
Straight Auger Borings and UD Samples and Bulk Samples (3 locations):	\$ 750.00
Laboratory Testing:	\$ 3,500.00
Geotechnical Evaluation Report Preparation:	<u>\$ 2,900.00</u>
Total	\$11,890.00

Should poor or anomalous conditions be encountered such that additional work would be in the best interest of the project, we will contact you prior to proceeding with that work. Therefore, this cost will not be exceeded without your prior approval.

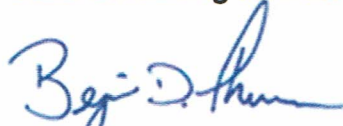
We can begin the work once we receive written authorization. We have tentatively scheduled drilling to begin within one week of authorization. Our report can be issued in about 2 to 3 weeks from the date of drilling. We can provide an executive summary shortly after the field work is completed so that the design team can receive pertinent information necessary to complete their designs.

CLOSURE

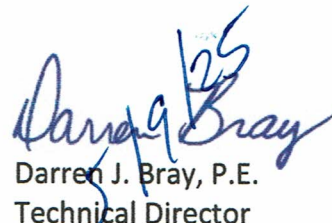
Oasis Consulting Services sincerely appreciates the opportunity to provide this proposal. If your review of this proposal is acceptable, please execute and return one copy of the attached Agreement for Services. The Agreement, and Terms and Conditions attached, will serve as our contract. Should you have any questions regarding this proposal, please do not hesitate to contact the undersigned.

Sincerely,

Oasis Consulting Services

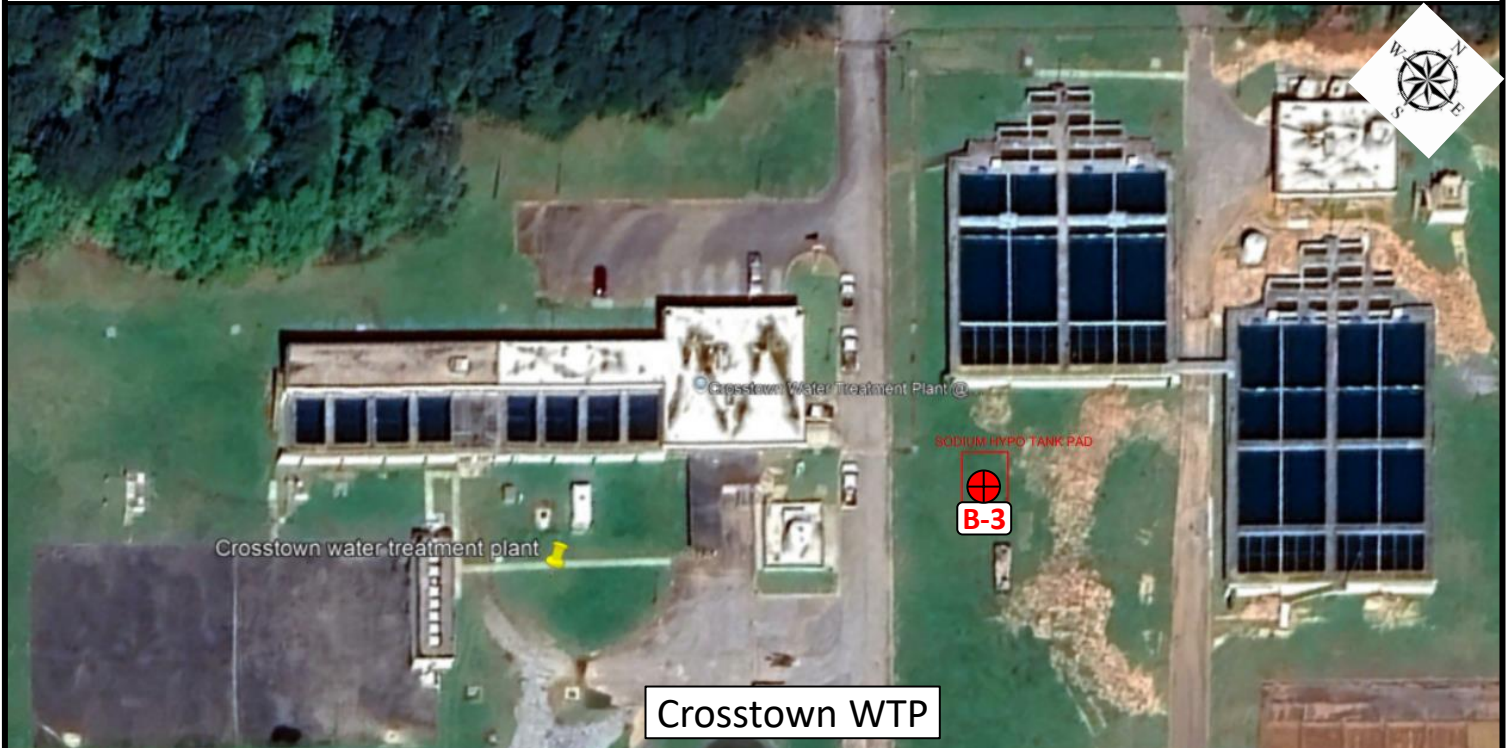
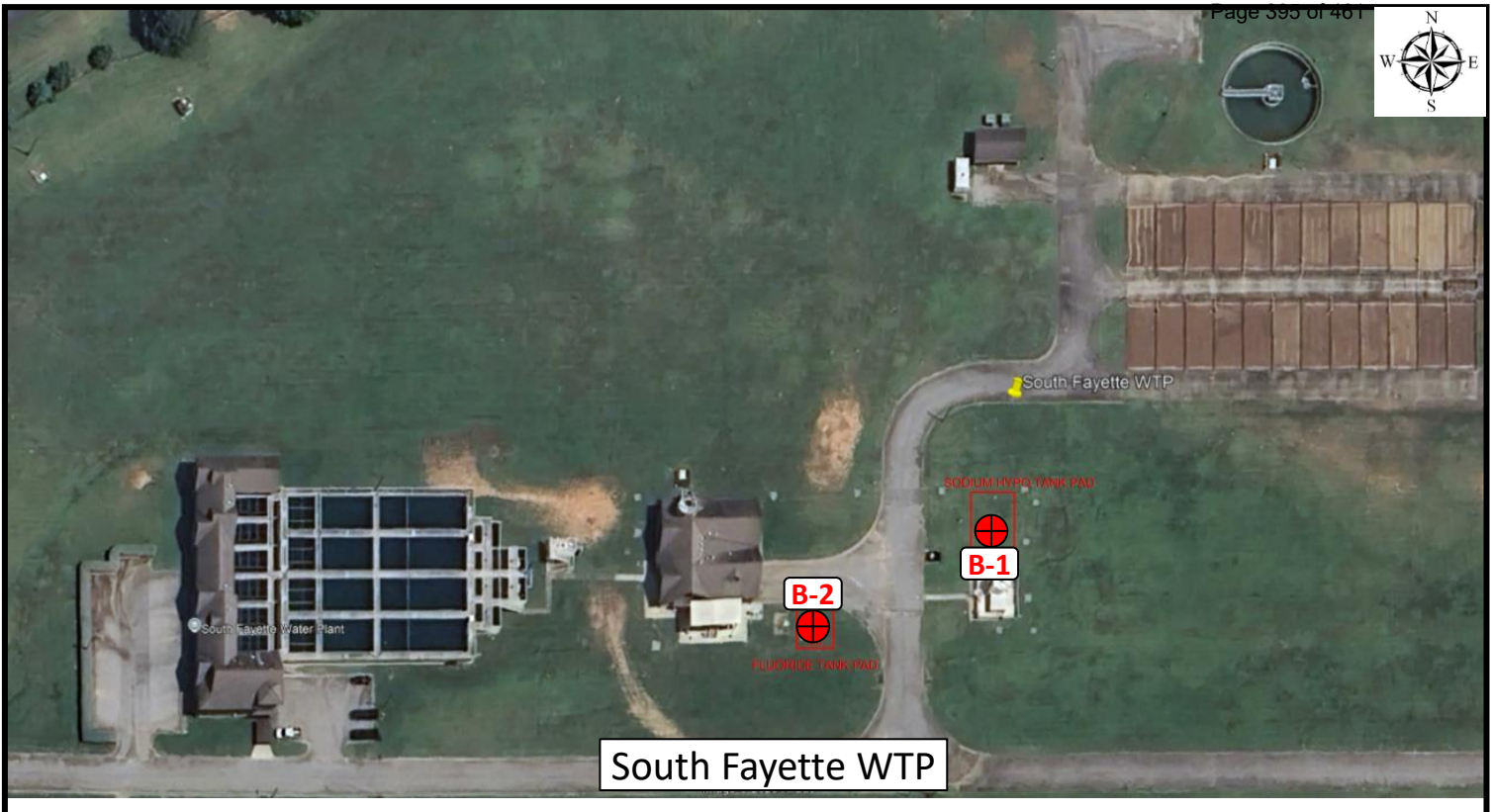


Benjamin D. Thomason, E.I.T.
Project Engineer





Darren J. Bray, P.E.
Technical Director

Attachments: Proposed Boring Location Plan
 Project Service Agreement



REQUESTED BORING LOCATION PLAN

Source: Provided Boring Location Plan  = Boring Location	South Fayette WTP and Crosstown WTP Chemical Systems Improvements Fayette County, Georgia		
Oasis Project No.: P25044	Scale: NTS	Oasis Consulting Services 45 Woodstock Street Roswell, Georgia 30075	
Date drawn: 04/09/25	Drawn By: BT		



PROJECT SERVICES AGREEMENT

This **PROJECT SERVICES AGREEMENT (PSA)** is between _____ (Client) including its subsidiaries and affiliates and Oasis Consulting Services (Consultant) for services to be provided on the project(s) referenced immediately below and/or described in the individual proposals or task orders whose sections are incorporated into this PSA.

Project: South Fayette WTP and Crosstown WTP
Fayette County, Georgia

Proposal Number: P25044 (Revised)

Dated: May 9, 2025

Scope of Services: Report of Limited Subsurface Exploration and Geotechnical Engineering Evaluation as defined in Scope of Services in the listed proposal.

☐

Please initial the box if this PSA will serve as a Master Services Agreement for multiple projects. The agreement will automatically renew annually until terminated in writing by either party as set forth herein.

1. **Scope of Services.** The scope of Consultant's services ("Services") will be set forth in the Scope of Services section of an individual proposal, task order (which sections are incorporated into this PSA) or as described in the Scope of Services above. Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of Services.
2. **Acceptance/Termination.** Client agrees that execution of this PSA is a material element of the consideration Consultant requires to execute the Services. If Services are initiated by Consultant prior to execution of this PSA as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this PSA. Additional terms and conditions may be added or changed only by written amendment to this PSA signed by both parties. In the event Client uses a purchase order or other form to administer this PSA, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This PSA shall not be assigned by either party without prior written consent of the other party. Either party may terminate this PSA or the Services upon seven (7) days written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
3. **Change Orders.** Client may request changes to the Scope of Services by altering or adding to the Services to be performed. If Client so requests and Consultant agrees, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the individual proposal, task order (which sections are incorporated into this PSA) or per the Fee Schedule attached to this PSA. If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges the invoice and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 60 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including reasonable attorney fees. Consultant may suspend Services for lack of timely payment upon seven (7) days written notice until Client pays all outstanding fees and costs, including suspension charges. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This PSA and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to Client and is not intended for third parties. For a limited time period, not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client. However, Client understands that such reliance will not be

granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.

6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PSA, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT IS LIMITED TO THE GREATER OF \$50,000 OR THE COMPENSATION PAID TO CONSULTANT FOR THE SPECIFIC PROJECT TASK ORDER IN DISPUTE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS PSA. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their respective negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this PSA. Causes of action arising out of Consultant's services or this PSA regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES, AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ/\$1,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim/\$2,000,000 agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** This PSA shall be governed by and construed according to Georgia law, without regard to any choice of law provisions. The Parties agree that exclusive jurisdiction and venue for any claims or suits arising from, by or between the Parties relating to this Agreement or the Project shall be the State or Superior Court of Fulton County, Georgia.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services. However, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.

- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant. Consultant shall be entitled to rely on said information provided by client.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: Oasis Consulting Services

Client: _____

By: _____ Date: _____

By: _____ Date: _____

Name/Title: Darren J. Bray, P.E./Technical Director

Name/Title: _____

Address: 45 Woodstock Street

Address: _____

City: Roswell State and Zip: GA 30075

City: _____ State and Zip: _____

Office Phone: 678-739-2400 Cell: 678-628-1860

Office Phone: _____ Cell: _____

Email: dbray@oasis-cs.com

Email: _____

Invoice Contact: _____

*** Client, please initial the box on page 5 if this PSA will serve as a Master Services Agreement for multiple projects.**

COUNTY AGENDA REQUEST

Page 399 of 461

Department:

Presenter(s):

Meeting Date:

Type of Request: #28

Wording for the Agenda:

Request to award Contract No. 2535-P; Emergency Generators for Crosstown Water Treatment Plant to Georgia Power for purchase and installation of two fixed generators and transfer switch for a not-to-exceed amount of \$4,228,090.00.

Background/History/Details:

The Crosstown Water Treatment plant is a critical facility that partially provides potable drinking water to Tyrone, Peachtree City, Woolsey, Brooks, City of Fayetteville and the unincorporated county. The Crosstown WTP is permitted to produce 13.5 million gallons per day. In order for the Crosstown Plant to continuously supply potable water to its customers, it must have a reliable source of emergency power. This plant is vulnerable to all types of weather and technical events that cause power outages, sometimes for extended periods. The current generator, installed in 1986, is undersized. Additionally, the County incurs costs to install underground fuel storage tank leak protection to adhere to Georgia EPD requirements.

Georgia Power will provide engineering and design plans, as-built drawings, start-up and commissioning and a standby generator during construction. Each Cummins gaseous fuel generator comes with a five year warranty. Georgia Power partners with RavenVolt who designs, engineers and manufactures its own line of switchgears and will provide all the system integration at the plant.

What action are you seeking from the Board of Commissioners?

Approval to award Contract No. 2535-P; Emergency Generators for Crosstown Water Treatment Plant to Georgia Power for purchase and installation of two fixed generators and transfer switch for a not-to-exceed amount of \$4,228,090.00.

If this item requires funding, please describe:

Funding is available in CIP 507-40400-542540-22WSC. The available balance is \$4,722,493.00

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Georgia Power will need invoice per the categories restricted in the grant.



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 *TB*

Date: August 28, 2025

Subject: Contract #2535-P: Emergency Generators for Crosstown Water Treatment Plant

On January 9, 2025 the Georgia Emergency Management and Homeland Security Agency (GEMA) advised the county that we had been awarded FEMA Hazard Mitigation Grant Program funds, designated grant #HMGP 4501-0089, to purchase and install two fixed generators at the Crosstown Water Treatment Plant.

The Water System was interested in expediting the procurement and construction process as much as possible. To facilitate their needs, it was decided to issue a Request for Proposals (RFP) to award a single, all-inclusive contract for a firm to supply, deliver, and install the two generators, including engineering or other ancillary services.

The Purchasing Department issued RFP #2535-P for this purpose. Notice of the opportunity was emailed to 189 companies. Another 835 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity codes 69043 (Generators, Over 25 MW, Power Plant, Including Parts and Accessories), 90638 (General Construction, Architectural Services), and 92531 (Electrical Engineering, Including Cogeneration Design Services). The offer was also advertised through Fayette News, Georgia Local Government Access Marketplace and the county website. In compliance with Federal procurement rules, the Purchasing Department notified six companies from the Small Business Administration database.

Three 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) company's expertise and experience, (3) the project team, and (4) proposed schedule. 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, Georgia Power Company. They do not have a previous contract with the county, so a Contractor Performance Evaluation is not available. In compliance with federal requirements, staff verified that Georgia Power Company does not have any active suspensions or debarments listed on the Federal database at SAM.gov.

Funding for the project is as follows:

Federal (FEMA) funds	\$3,741,216.53	90%
State funds	166,276.29	4%
Local share	<u>249,414.44</u>	6%
Total grant and match	\$4,156,907.26	
Additional local funds	<u>71,182.74</u>	
Total contract amount	\$4,228,090.00	

Specifics of the proposed contract are as follows:

Contract Name	2535-P: Emergency Generators for Crosstown WTP	
Contractor	Georgia Power Company	
Contract Amount	\$4,228,090.00	
Budget:		
Org Code	50740400	Water System CIP
Object	542540	Water CIP
Project	22WSC	Health & Safety Generator
Available	\$4,722,493.00	As of 8/11/2025

**PROPOSAL #2535-P:Emergency Generators for Crosstown Water Treatment Plant
EVALUATION SCORING SHEET**

Summary

	MAX POINTS	Sol Construction	Georgia Power	River2Tap, Inc. / Arcadis
TECHNICAL MERIT:				
1 Project understanding & the proposed approach	25	12.5	18.6	22.3
2 Company's background & experience	15	8.5	15.6	16.0
3 The project team	20	11.0	16.5	17.0
4 Proposed Schedule	10	7.0	4.4	7.3
Total Points - Technical Merit	70	39.0	55.1	62.5

Proposed Price		\$4,195,000.00	\$4,228,090.00	\$5,900,000.00
Technical Score	70%	39.0	55.1	62.5
Price Score	30%	30.0	29.8	21.5
Total Score		69.0	84.9	84.0

COUNTY AGENDA REQUEST

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Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to enter into a revised agreement with Georgia Department of Transportation (GDOT) PI 0013726 in the amount of \$2,041,498.22 to supply all construction engineering and contract supervision for water distribution line relocations, adjustments and improvements on State Routes 74 and 54 in Peachtree City.

Background/History/Details:

On November 10, 2022, Fayette County entered into a contract agreement 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.

On December 11, 2023, we received an actual bid cost of the work for \$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 (FCWS) 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, the payment of which was processed on December 19, 2023.

On August 7, 2025, FCWS received an estimate to perform additional work due to a change in plan and design error that includes additional cost for 20 IN and 24 IN water main tie-in, stand by for crew, and 16 IN pressure reducing valve with vault. The total estimated cost for the Change Order is \$221,681.22.

What action are you seeking from the Board of Commissioners?

Approval to enter into a revised agreement with Georgia Department of Transportation (GDOT) PI 0013726 in the amount of \$2,041,498.22 to supply all construction engineering and contract supervision for water distribution line relocations, adjustments and improvements on State Routes 74 and 54 in Peachtree City.

If this item requires funding, please describe:

Funding is available in CIP Project: 50740400-542540-22WSH SR 74/54 in the amount of \$308,025.28 as of 8/21/2025.

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:



Russell R. McMurry, 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
Abdulvahid 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

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 Unit Price	Orig Est Cost	Orig Plan Total Qty	Orig Est Cost		Actual Bid Total Qty	Actual Bid Unit Price	Actual Bid Total Cost	Actual In-Kind Bid Cost	Actual Betterment Bid Cost
600-0001	FLOWABLE FILL(600-0001)		CY	123	\$ 2,500.00	\$ 307,500.00	0	\$ -	123	123	\$ 280.00	\$ 34,440.00	\$ 34,440.00	\$ -
611-5589	RELOCATE WATER METER, 1 IN		EA	1	\$ 3,000.00	\$ 3,000.00	0	\$ -	1	1	\$ 820.00	\$ 820.00	\$ 820.00	\$ -
615-1000	JACK OR BORE PIPE, 48 IN		LF	40	\$ 1,600.00	\$ 64,000.00	0	\$ -	40	80	\$ 740.00	\$ 59,200.00	\$ 29,600.00	\$ -
615-2550	JACK OR BORE PIPE, 24 IN		LF	150	\$ 1,000.00	\$ 150,000.00	0	\$ -	150	150	\$ 540.00	\$ 81,000.00	\$ 81,000.00	\$ -
615-2555	JACK OR BORE PIPE, 36 IN STEEL CASE		LF	0	\$ 1,200.00	\$ -	130	\$ 156,000.00	130	172	\$ 640.00	\$ 110,080.00	\$ -	\$ 83,200.00
670-0515	BUTTERFLY VALVE, 16 IN *** Requires Special Provision ***(670-0515)		EA	4	\$ 15,000.00	\$ 60,000.00	0	\$ -	4	4	\$ 13,300.00	\$ 53,200.00	\$ 53,200.00	\$ -
670-0525	BUTTERFLY VALVE, 20 IN *** Requires Special Provision ***(670-0525)		EA	1	\$ 20,000.00	\$ 20,000.00	7	\$ 140,000.00	8	1	\$ 17,800.00	\$ 17,800.00	\$ 17,800.00	\$ 124,600.00
670-0535	BUTTERFLY VALVE, 24 IN *** Requires Special Provision ***(670-0535)		EA	3	\$ 22,500.00	\$ 67,500.00	0	\$ -	3	6	\$ 22,300.00	\$ 133,800.00	\$ 66,900.00	\$ -
670-1160	WATER MAIN, 16 IN *** Requires Special Provision ***(670-1160)		LF	819	\$ 275.00	\$ 225,225.00	0	\$ -	819	1127	\$ 205.00	\$ 231,035.00	\$ 167,895.00	\$ -
670-1200	WATER MAIN, 20 IN *** Requires Special Provision ***(670-1200)		LF	455	\$ 300.00	\$ 136,500.00	466	\$ 139,800.00	921	455	\$ 273.00	\$ 124,215.00	\$ 124,215.00	\$ 127,218.00
670-1240	WATER MAIN, 24 IN *** Requires Special Provision ***(670-1240)		LF	613	\$ 500.00	\$ 306,500.00	0	\$ -	613	933	\$ 318.00	\$ 296,694.00	\$ 194,934.00	\$ -
670-1500	CAP OR REMOVE EXISTING WATER MAIN *** Requires Special Provision ***(670-1500)		EA		\$ 4,000.00		1	\$ 4,000.00	1	3	\$ 6,300.00	\$ 18,900.00	\$ -	\$ 6,300.00
670-2002	VALVE MARKER *** Requires Construction Detail ***(670-2002)		EA	13	\$ 200.00	\$ 2,600.00	9	\$ 1,800.00	22	13	\$ 83.00	\$ 1,079.00	\$ 1,079.00	\$ 747.00
670-2080	GATE VALVE, 8 IN *** Requires Special Provision ***(670-2080)		EA	1	\$ 3,300.00	\$ 3,300.00	1	\$ 3,300.00	2	2	\$ 4,100.00	\$ 8,200.00	\$ 4,100.00	\$ 4,100.00
670-2120	GATE VALVE, 12 IN *** Requires Special Provision ***(670-2120)		EA	1	\$ 8,000.00	\$ 8,000.00	0	\$ -	1	1	\$ 5,900.00	\$ 5,900.00	\$ 5,900.00	\$ -
670-4000	FIRE HYDRANT *** Requires Special Provision ***(670-4000)		EA	1	\$ 8,000.00	\$ 8,000.00	4	\$ 32,000.00	5	3	\$ 8,400.00	\$ 25,200.00	\$ 8,400.00	\$ 33,600.00
670-4490	CONCRETE THRUST COLLAR, 24 IN PIPE *** Requires Special Provision ***(670-4490)		EA	8	\$ 7,000.00	\$ 56,000.00	0	\$ -	8	12	\$ 1,600.00	\$ 19,200.00	\$ 12,800.00	\$ -
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	4	\$ 1,600.00	\$ 6,400.00	\$ 3,200.00	\$ 6,400.00
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	6	\$ 1,600.00	\$ 9,600.00	\$ 9,600.00	\$ 6,400.00
670-7000	STEEL CASING, 48 IN *** Requires Special Provision ***(670-7000)		LF	40	\$ 700.00	\$ 28,000.00	0	\$ -	40	80	\$ 607.00	\$ 48,560.00	\$ 24,280.00	\$ -
670-9275	STEEL CASING, 24 IN *** Requires Special Provision ***(670-9275)		LF	150	\$ 550.00	\$ 82,500.00	0	\$ -	150	150	\$ 280.00	\$ 42,000.00	\$ 42,000.00	\$ -
670-9285	STEEL CASING, 36 IN (670-9285)		LF	0	\$ 301.67	\$ -	130	\$ 39,217.10	130	130	\$ 372.00	\$ 48,360.00	\$ -	\$ 48,360.00

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)

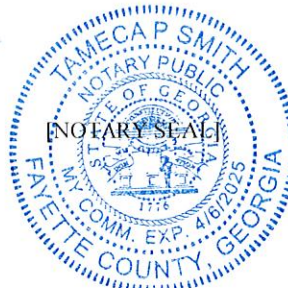
October 26, 2023
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

26th DAY OF October, 2023

Jamie Smith
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 Price	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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Russell R McMurry

rmcmurry@dot.ga.gov

Commissioner

Georgia Department of Transportation

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Angela O. Whitworth

awhitworth@dot.ga.gov

Treasurer

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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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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
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Georgia Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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.

All notices and disclosures will be sent to you electronically

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.

How to contact Georgia Department of Transportation:

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..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Georgia Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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:	<ul style="list-style-type: none"> •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.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- 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.



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

COUNTY AGENDA REQUEST

Page 423 of 461

Department:

Presenter(s):

Meeting Date:

Type of Request: #30

Wording for the Agenda:

Request to award Contract No. 2571-B; Trilith Tank Booster Pump Station to Sol Construction, LLC in the amount of \$1,620,000.00 for construction of the booster pump station for newly constructed metal elevated water storage tank at the Trilith Studios property.

Background/History/Details:

Fayette County Water System's Engineer-of-Record performed a storage gap evaluation comparing existing the county's finished water storage volume to the minimum required industry standards of equalization, fire protection, and emergency volumes. The evaluation identified that the Water System's total storage currently exhibits a 0.8 million gallon (MG) surplus system wide, but is projected to be at a 3.3 MG deficit by 2040 due to increasing water demand.

Trilith Studios expressed a desire to FCWS to have a water tower on their property to establish an iconic feel to the historic water towers as are on other movie studio lots in America. In June 2022 the FCWS entered into a Memorandum of Understanding with Trilith Studios to accept a donation of \$1.25 million for locating and constructing a water storage tank at Trilith Studios. In June 2024, construction was completed on the elevated storage tank at Trilith Studios. To place the newly constructed tank into service, a booster pump station is necessary. When in service, this tank will provide additional water storage and pressure support.

Three construction bids for the Trilith Booster Pump Station ITB #2571-B were received on July 30, 2025.

What action are you seeking from the Board of Commissioners?

Approval to award Contract No. 2571-B; Trilith Tank Booster Pump Station to Sol Construction, LLC in the amount of \$1,620,000.00 for construction of the booster pump station for newly constructed metal elevated water storage tank at the Trilith Studios property.

If this item requires funding, please describe:

Funding in the amount of \$1,713,902.62 is available in CIP Project 50740400-542540-23WSH.

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 *AW for TB*

From: Colette Cobb *CC*

Date: August 28, 2025

Subject: Contract 2571-B Trilith Tank Booster Pump Station

The Purchasing Department issued Invitation to Bid #2571-B to secure a contractor for the construction of a new booster pump station at the Trilith Studios property. Notice of the opportunity was emailed to 9 companies. Another 72 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code 72012 (Booster or Circulating Pumps, In-Line). The offer was also advertised through Georgia Local Government Access Marketplace, the Fayette County Newspaper, and the County's website.

Three companies submitted quotes (Attachment 1). The Water System recommends awarding to Sol Construction LLC in the amount of \$1,620,000.00.

A Contractor Performance Evaluation is not available since this is the first time contracting with Sol Construction. Arcadis, the Water System Engineer of Record, checked their references and the results were favorable. Specifics of the proposed contract are as follows:

Contract Name	2571-B Trilith Tank Booster Pump Station	
Contractor	Sol Construction LLC	
Contract Amount	\$1,620,000.00	
Budget:		
Fund	507	Water CIP
Org Code	50740400	Water System CIP
Object	542540	Water CIP
Project	23WSH	Trilith Storage Tank and Pump
Available	\$1,713,902.62	As of 8/12/2025

ITB 2571: FCWS - Trilith Tank Booster Pump Station
Tally Sheet

Vendor	R2T, Inc	Helix Grading & Utility LLC	Sol Construction LLC
Lump Sum Bid:			
Yard Piping	\$ 157,219.31	\$ 165,100.00	\$ 175,000.00
Site Work	\$ 344,362.58	\$ 210,000.00	\$ 193,000.00
Booster Pump Station	\$ 997,208.91	\$ 1,225,000.00	\$ 1,105,000.00
Electrical	\$ 257,552.24	\$ 145,000.00	\$ 122,000.00
Total Lump Sum Bid	\$ 1,756,343.04	\$ 1,745,100.00	\$ 1,595,000.00
Lump Sum Contingency Allowances:			
Materials Testing Laboratory	10,000.00	5,000.00	10,000.00
Owner Directed Changes	50,000.00	20,000.00	50,000.00
Total Lump Sum Contingency Allowance	25,000.00	25,000.00	25,000.00
Total Bid + Allowances	1,781,343.04	1,770,100.00	1,620,000.00



Ms. Vanessa Tigert, P.G.
 Director
 Fayette County Water System
 245 McDonough Road
 Fayetteville, Georgia 30214



Arcadis U.S., Inc.
 2839 Paces Ferry Road SE Suite 1000
 Atlanta, Georgia 30339
 Phone: 770 431 8666
www.arcadis.com

Date: August 11, 2025
 Ref: Contract 2378-S Water System Engineer of Record
 Subject: **Bid Award Recommendation**
Trilith Booster Pump Station ITB #2571-B

Dear Ms. Tigert,

Construction bids for The Trilith Booster Pump Station ITB #2571-B were received on July 30th 2025. Three general contractors submitted bids for this project: Helix Grading & Utility LLC, R2T Inc, and Sol Construction LLC. All three submitted bids that complied with the bidding document requirements. A summary of the bids and required documentation is presented in **Attachment A**. Total base bids for each of the submitting contractors are listed below.

Contractor	Total Base Bid (including unit price work and cash allowances)
Helix Grading & Utility, LLC	\$1,795,100.00
R2T, Inc	\$1,781,343.04
Sol Construction, LLC	\$1,620,000.00

Based on the total bid values presented above, the Apparent Low Bidder is Sol Construction LLC of Atlanta, GA. A summary of the review and evaluation of the Sol Construction LLC bid is presented below.

Project References

Sol Construction LLC has successfully partnered with the City of Cumming as the general contractor for the Lanier Parkway BPS and Tank project. In our recent communication with the city, they provided highly positive feedback, expressing their willingness to choose Sol Construction LLC for future projects.

Sol Construction LLC successfully partnered with the City of Lavonia as the general contractor for the WWTP 2023 Improvements project. The project was completed on time and under budget, as verified by the owner, who provided highly positive feedback and expressed their willingness to work with Sol Construction LLC on future projects.

We reached out to three additional references, left voicemails, and are currently awaiting their responses.

Administrative Requirements

Sol Construction LLC's bid provided all the required information and confirmed receiving all of the issued addenda. The submitted bid included the signed and sealed Georgia Bid Bond. The Cincinnati Insurance Company was the surety company for the bid bond and will most likely furnish the performance and payment bonds for this project. They are listed in the current U.S. Department of the Treasury Circular 570 and shown as being licensed in the State of Georgia with an underwriting limitation that is greater than the bond amount.

While we make no representation as to the solvency of this surety company, inclusion in this circular indicates that they are acceptable as a surety on Federal bonds. We would like to remind you that an “officer of the government entity” is required by Georgia Law (OCGA 36-91-40 (a)(2)) to “approve as to solvency of the surety.” As your Engineer, we are not qualified to assure the solvency of the surety. We recommend that your attorney is probably in the best position to suggest procedures to assure compliance with this Georgia Law. The bid did not take any exceptions to the contract documents.

Financial Review

The County required a financial statement with the bids received from each prospective bidder. Sol Construction LLC provided the appropriate financial statement with its bid, which summarized their current assets, liabilities, and capital. The financial statement provided with the bid was dated through 06/30/2025 and indicated that Sol Construction LLC has the financial stability to perform work at this scale.

Summary and Recommendation

Based on the information provided in the financial statements submitted with the bid and previous project experiences, it is apparent that Sol Construction LLC has been able to successfully complete their projects with no major complications. Based on the lowest bid submitted by the three prospective bidders and the information presented above, Arcadis recommends that the contract for construction of The Trilith Booster Pump Station ITB #2571-B be awarded to Sol Construction LLC. If you concur with our recommendation, and you have confirmed the solvency of the surety, please advise us and we will notify the contractor of award and will transmit the conformed documents to them for execution and attachment of bonds and insurance.

Sincerely,

Eric M. Van Deventer, EIT
Process Mechanical Lead
Arcadis U.S., Inc.

CC. Travis Thomas – Project Manager; Michael Diaz, PE, MS – Account Lead; Aaron Capelouto PE – Deputy Account Lead

ATTACHEMENT A: Tally Sheet**ITB 2571-B Trilith Tank Booster Pump Station****Tally Sheet****Wednesday, July 30, 2025**

Company Name	Total Bid Price
Helix Grading & Utility LLC	\$ 1,795,100.00
R2T Inc	\$ 1,781,343.04
Sol Construction LLC	\$ 1,620,000.00

Note: The above amounts are as shown on the submitted bid documents. Bids have not been reviewed for accuracy, completeness, or responsiveness at this point.

COUNTY AGENDA REQUEST

Page 429 of 461

Department:

Presenter(s):

Meeting Date:

Type of Request: #31

Wording for the Agenda:

Request to approve the Access Road Agreement with the Town of Brooks, the Fayette County Board of Education, and Liberty Tech Charter School, Inc.

Background/History/Details:

Per the attached agreement, Fayette County would construct a compacted gravel drive across properties owned by the Town of Brooks and the Board of Education to provide a second entrance to the Liberty Tech school. The second drive would provide a queuing areas for cars waiting to pick up students from the school in the afternoon. Currently, standing cars impede traffic on Price Road and/or Hwy 85C.

The request for the gravel drive was made by the Town of Brooks. County staff reviewed the design with all parties and everyone is in agreement on the location of the drive and that it will alleviate the traffic issues. Liberty Tech understands and supports the proposed traffic patterns within their parking lot. The layout of the drive is shown on Exhibit A of the AGREEMENT.

Fayette County's estimated cost to complete the work is \$39,732.93, inclusive of labor, equipment, and materials.

What action are you seeking from the Board of Commissioners?

Approval of the Access Road Agreement with the Town of Brooks, the Fayette County Board of Education, and Liberty Tech Charter School, Inc.

If this item requires funding, please describe:

No local funding required. Fayette County Road Department will pay for these expenses out of the appropriate FY2026 accounting lines. Funds will be reimbursed by the Town of Brooks.

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:

Alignment of Proposed Gravel Drive from Brooks Bears Field to Liberty Tech Parking Lot

Page 430 of 461



Alignment of Proposed Gravel Drive from Brooks Bears Field to Liberty Tech Parking Lot

Page 431 of 461



STATE OF GEORGIA**COUNTY OF FAYETTE****ACCESS ROAD AGREEMENT**

This Agreement entered into this _____ day of _____, 20__ between the TOWN OF BROOKS, a municipal corporation lying wholly or partially within Fayette County, Georgia, acting by and through its Mayor and Council, hereinafter referred to as the “Town”, the BOARD OF EDUCATION OF FAYETTE COUNTY, acting by and through its Board Members, hereinafter referred to as the “School Board”, FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners, hereinafter referred to as the “County”, and LIBERTY TECH CHARTER SCHOOL, INC., a domestic nonprofit corporation of the State of Georgia, acting by and through its officers, hereinafter referred to as “Liberty Tech”, sometimes collectively referred to as the “Parties”, to provide for the construction of a certain access road across property owned by the Town, and across property owned by the School Board, within the corporate limits of the Town, hereinafter referred to as the “Access Road Agreement”.

W I T N E S S E T H:

WHEREAS, the Mayor and Council for the Town is the duly elected body for the Town, and the Mayor and Council are clothed with sufficient authority to authorize the Town to participate in this Access Road Agreement; and

WHEREAS, the members of the School Board constitute the duly elected body for the School Board, and the members of the School Board are clothed with sufficient authority to authorize the School Board to participate in this Access Road Agreement; and

WHEREAS, the Board of Commissioners of Fayette County is the duly elected body for the County, and the Board of Commissioners is clothed with sufficient authority to authorize the County to participate in this Access Road Agreement; and

WHEREAS, officers of Liberty Tech are the duly elected body for Liberty Tech, and the officers are clothed with sufficient authority to authorize Liberty Tech to participate in this Access Road Agreement; and

WHEREAS, the County has been requested by the Town, the School Board, and Liberty Tech to construct an access road through certain property owned by the Town and the School Board to alleviate traffic conditions which occur during arrival and departure times for students attending Liberty Tech; and

WHEREAS, the County has agreed to construct an access road across certain property owned by the Town and the School Board consistent with the terms and conditions as are set forth herein; and

WHEREAS, a general location map of the access road is attached as Exhibit "A" with said Exhibit "A" incorporated herein by this reference; and

WHEREAS, the County estimates the cost of the Project to be THIRTY-NINE THOUSAND SEVEN HUNDRED THIRTY-TWO AND 93/100 (\$39,732.93) DOLLARS for the access road; and

WHEREAS, the Town agrees to pay the County for the cost of the access road, i.e., materials cost; labor costs; equipment costs; and replacement of unsuitable soils (if needed), hereinafter, the "Project".

NOW THEREFORE, for and in consideration of the premises contained herein, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties do hereby agree as follows:

WITNESSETH:

1.

The County agrees to construct the Project. The Town will reimburse the County for all Project costs, i.e., materials cost, labor costs, equipment costs, and replacement of unsuitable soils (if needed). The County estimates that the cost of the Project to be THIRTY-NINE THOUSAND SEVEN HUNDRED THIRTY-TWO AND 93/100 (\$39,732.93) DOLLARS. The Town shall pay for all costs of the Project even if the cost of the Project exceeds the THIRTY-NINE THOUSAND SEVEN HUNDRED THIRTY-TWO AND 93/100 (\$39,732.93) DOLLARS estimate. The County will undertake all reasonable efforts to maintain the cost of materials within the estimate. The component estimates of the Project are listed on that document entitled "Town of Brooks School Board Access Road – Revised 8-8-25" which is attached hereto as Exhibit "B", with said Exhibit "B" being hereby incorporated into this Access Road Agreement by this reference hereto.

2.

The County will construct the Project in an area on the properties owned by the Town and by the School Board consistent with the general location as depicted in Exhibit "A". To better understand the location of the Project, the County will mark the centerline of the twelve (12)-foot wide access road on the properties owned by the Town and the School Board, consistent with the general location of the access road as depicted in Exhibit "A". By executing this Access Road Agreement, the Town, the School Board, and Liberty Tech confirm they have each viewed the placement of the stakes marking the centerline of the twelve (12)-foot access road, and the Town, the School Board, and Liberty Tech agree that the location as depicted by the marked centerline is the agreed-upon location of the access road. The Town, the School Board, and Liberty Tech further agree that the County will require an area of fifty feet from

centerline through the Town property and the School Board property to be able to adequately construct the Project, the “Temporary Construction Easement”. The Town, the School Board, and Liberty Tech agree that the County will not be hindered by any obstacles within the Temporary Construction Easement during the course of the construction of the Project. The Temporary Construction Easement terminates upon completion of the Project.

3.

The Town, the School Board, and Liberty Tech agree that Exhibit “B” contains the amount and type of materials that will be used to construct the access road. The Town, the School Board, and Liberty Tech agree that the amount and type of materials contained in Exhibit “B” is consistent with their expectations as to the specifications for the access road which is to be constructed. The constructing of the access road within the Town is at the direction of the Town and the County assumes no interest in the title of said access road. In no manner shall the access road be deemed a County road. Unless otherwise agreed, the maintenance and repair of the access road shall be the sole responsibility of the Town.

4.

The Town warrants that it owns or has rights to construct the access road on the property listed as the Town property depicted on Exhibit “A”, and further warrants that the performance of work by the County to construct the access road on the Town property will not violate any restrictions, covenants, local or state law. The School Board warrants that it owns or has the rights to construct the access road on the property listed as the School Board property depicted on Exhibit “A”, and further warrants that the performance of work by the County to construct the access road on the School Board property will not violate any restrictions, covenants, local or state law. Liberty Tech warrants that it is the current occupier/user of the premises on the School Board property, and it hereby provides its consent for the County to construct the access road on

the property listed as the School Board property depicted on Exhibit “A”, to the extent that such consent is necessary, and further warrants that the performance of work by the County to construct the access road on the School Board property will not violate any restrictions, covenants, local or state law.

5.

Upon completion of the Project, so signified by the Town acknowledging, in writing, that it has accepted the Project, the Town shall pay the County for the Project within thirty days of the Town’s receipt of an invoice from the County for the cost of the Project. The County estimates that amount to be THIRTY-NINE THOUSAND SEVEN HUNDRED THIRTY-TWO AND 93/100 (\$39,732.93) DOLLARS. However, should the invoice from the County be for a lesser amount, or a greater amount, the Town shall pay the amount of the invoice within thirty days of the Town’s receipt of the invoice from the County. The County will provide a line item breakdown of the cost of materials, labor, equipment, and unsuitable soils (if applicable) along with the invoice, to support the amount of the invoice.

6.

To the fullest extent permitted by law, the Town agrees to and hereby does defend, hold harmless and indemnify the County and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney’s fees incurred or suffered by the County that arise out of, or result from, the performance of the Project, which are not incurred or suffered due to the negligence of the County. To the fullest extent permitted by law, the County agrees to and hereby does defend, hold harmless and indemnify the Town and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments,

losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the Town that arise out of, or result from, the performance of the Project, which are not incurred or suffered due to the negligence of the Town.

7.

To the fullest extent permitted by law, the School Board and Liberty Tech agree to and hereby do defend, hold harmless and indemnify the County and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the County that arise out of, or result from, the performance of the Project, which are not incurred or suffered due to the negligence of the County. To the fullest extent permitted by law, the County agrees to and hereby does defend, hold harmless and indemnify the School Board and Liberty Tech and their officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the School Board or Liberty Tech that arise out of, or result from, the performance of the Project, which are not incurred or suffered due to the negligence of the School Board or Liberty Tech.

8.

Any notice that is required to be provided to any of the Parties during the course of this Access Road Agreement shall be deemed given if submitted in writing and placed in the U.S. Mail, postage prepaid, or via overnight delivery, and addressed as follows:

If to the County:

County Administrator
140 Stonewall Avenue West, Suite 100
Fayetteville, Georgia 30214

If to the Town:

Town Manager
961 Highway 85 Connector
Post Office Box 96
Brooks, Georgia 30205

If to the School Board:

Chairman
205 LaFayette Avenue
Fayetteville, Georgia 30214

If to Liberty Tech:

Liberty Tech
119 Price Road
Brooks, Georgia 30205

9.

This Access Road Agreement is a full and complete statement of the agreement of the Parties as to the subject matter hereof and has been authorized by proper action of the respective Parties.

10.

Should any provision of this Access Road Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Access Road Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Access Road Agreement shall be valid and enforceable to the full extent permitted by law.

IN WITNESS WHEREOF, the parties herein have set their hands and seals on the date first above written.

FAYETTE COUNTY, GEORGIA

(SEAL)

By: _____
Lee Hearn, Chairman

Attest:

Tameca Smith, County Clerk

Approved as to form:

County Attorney

TOWN OF BROOKS

(SEAL)

By: _____
Daniel C. Langford, Jr., Mayor

Attest:

Lorey Spohr, Town Clerk

Approved as to form:

Town Attorney

BOARD OF EDUCATION
OF FAYETTE COUNTY

(SEAL)

By: _____
SCOTT HOLLOWELL, Chair

ATTEST:

Jonathan Patterson, Clerk

Approved as to form:

School Board Attorney

LIBERTY TECH
CHARTER SCHOOL, INC.

(SEAL)

By: _____
TODD LEVIN, CEO

ATTEST:

Jeremy Tuck, Secretary



EXHIBIT "A"

Town of Brooks School Access Road - Revised 8-8-25

Fayette County Road Department

Construct Gravel Access Road from Park to School

TOWN OF BROOKS R/W

			MATERIALS COST	
ITEM DESCRIPTION	UNIT	QUAN	UNIT PRICE	TOTAL COST
Debris Removal Hauling - 2 Day	HR	40	\$94.98	\$3,799.20
12' Gravel 6" GAB Road	TN	395	\$18.50	\$7,307.50
Lease Hauling	HR	63	\$94.98	\$5,983.74
Street Sign - R5-1 - 30X30	EA	2	\$83.96	\$167.92
Street Sign - R6-2 - 24x30	EA	3	\$74.32	\$222.96
Street Sign - R6-6 - 24X30	EA	2	\$74.34	\$148.68
Misc - Landscaping, Erosion Control, Stakes	LS	1	\$750.00	\$750.00
TOTAL				\$18,380.00

LINE ITEMS FOR DEALING WITH UNSUITABLE SOILS, IF ENCOUNTERED

			MATERIALS COST	
ITEM DESCRIPTION	UNIT	QUAN	UNIT PRICE	TOTAL COST
Geo Fabric	SY	540	\$2.00	\$1,080.00
#4 Stone @ 4"	TN	120	\$31.00	\$3,720.00
Lease Hauling	HR	11	\$94.98	\$1,044.78
			Materials	\$5,844.78
			Equipment	\$499.00
			Labor	\$758.55
			TOTAL	\$7,102.33

ASSUMPTION/NOTES

Estimate based on 940lf of gravel road

Compacted GAB density of 140 #/cf

Haul Truck capacity of 17 tons per load

Lease truck round trip travel time of 2.5 hours

10-hour work days

Debris removal assumes off-site hauling, 2 trucks for two days (40 hours)

EXHIBIT "B"

8/8/2025

Page 1 of 1



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: June 12, 2025

Subject: Contract 2552-B: Utility Locating

The Purchasing Department issued Invitation to Bid #2552-B to secure a contractor for underground locating and marking services. Notice of the opportunity was emailed to 17 companies. Another 124 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code # 96291 (Utility Locator Service, Underground). The offer was also advertised through Georgia Local Government Access Marketplace and our website.

Two companies submitted quotes (Attachment 1). The Water System is proposing awarding only the large project locates for Fiscal Year 2026. The GA811 locate tickets will be handled by Water System staff.

The Water System recommends awarding to the lowest responder Ironside Locates, LLCA Contractor Performance Evaluation is attached (Attachment 2).

Specifics of the proposed contract are as follows:

Contract Name	#2552-B: Utility Locating		
Contractor	Ironside Locates		
Contract Amount	\$169,000.00		
Budget:			
ORG	50544020	Field Operations	
Object	521316	Technical Services	
FY26 Budget Request	\$332,000.00		

Approved by: * *[Signature]* Date: *6/12/25*

*Note: Approval is conditional upon funds being budgeted and approved in Fiscal Year 2026 budget.

Place on County Administrator's Report? Yes No

On Agenda Dated: _____

ITB# 2552-B: Utility Locating Tally Sheet

Type of Ticket	Estimated Tickets	Surveying and Mapping, LLC		Ironside Locates LLC	
		Price per Ticked Located	Extended Price	Price per Ticked Located	Extended Price
Normal GA811 Locate Tickets	10,000	\$ 43.65	\$ 436,500.00	\$ 10.25	\$ 102,500.00
Emergency GA811 Locate Tickets	10	\$ 43.65	\$ 436.50	\$ 19.00	\$ 190.00
Subtotal GA811 Locate Tickets			\$ 436,936.50		\$ 102,690.00
Type of Ticket	Estimated Linear Feet (LF)	Price per LF Located	Extended Price	Price per LF Located	Extended Price
Large Project Locates	650,000	\$ 0.30		\$ 0.26	\$ 169,000.00
Total Price			\$ 631,936.50		\$ 271,690.00

Red font indicates an error that has been corrected

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

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

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Ironside Locates LLC	Contract Number: 2258
Mailing Address: 39 Planters Drive NW	Contract Description or Title: Utility Locating
City, St, Zip Code: Cartersville, GA 30120	Contract Term (Dates) From: 7/1/2024-present
Phone Number: 904-515-8459	Task Order Number: n/a
Cell Number: N/A	Other Reference: for award 2552-B
E-Mail Address: dustinfoster@ironsidelcoates.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

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

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products			X		
3. Quality of work			X		
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule					
10. Other (specify):					X
11. Overall evaluation of contractor performance			X		

EVALUATED BY

Signature: <i>David Schreiber</i>	Date of Evaluation: 6/9/2025
Print Name: David Schreiber	Department/Division: Water
Title: Field Operations Manager	Telephone No: 770-320-6083

EXPLANATIONS / COMMENTS

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

[illegible]

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

[illegible]

Administrator's Report: B



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: June 23, 2025

Subject: Contract #2561-A: Dried Residuals Removal

The Purchasing Department issued Request for Quote #2561-A to secure a contractor to remove dried residuals (less than 40% moisture) from the Crosstown Water Treatment Plant and the South Fayette Water Treatment Plant. Notice of the opportunity was emailed to 6 companies. Another 41 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #96893 (Well Pointing Services, Dewatering). The offer was also advertised through Georgia Local Government Access Marketplace and the Fayette County website.

Three (3) Companies submitted quotes (Attachment 1).

The Water System recommends awarding to Mid State Contracting. Amwaste did not include the liners in their quote and is considered nonresponsive. A Contractor Performance Evaluation for previous work is attached (Attachment 2).

Specifics of the proposed contract are as follows:

Contract Name	#2561-A: Dried Residuals Removal		
Contractor	Mid State Contracting		
Not-to-exceed (NTE) Amount	\$56,250.00		
Budget:			
	Crosstown	S. Fayette	Total
Org Code	50543031	50543041	
Object	522110	522110	
NTE Amount	\$31,250.00	\$25,000.00	\$56,250.00
FY26 Requested Budget	\$31,800.00	\$26,715.00	\$58,515.00

Approved by: * *[Signature]* Date: 6/24/25

*Note: Approval is conditional upon funds being budgeted and approved in Fiscal Year 2026 budget.

Place on County Administrator's Report? Yes No

On Agenda Dated: _____

RFQ #2561-A: Dried Residuals Removal

Tally Sheet

Due 3pm, Friday, April 4, 2025

	Estimated Annual Quantity		Republic Services		Mid State Contracting		Amwaste	
			Unit Price	Extended Annual Price	Unit Price	Extended Annual Price	Unit Price	Extended Annual Price
	<i>a</i>		<i>b</i>	<i>a x b = c</i>	<i>b</i>	<i>a x b = c</i>	<i>b</i>	<i>a x b = c</i>
Crosstown WTP	25	Loads	\$ 2,496.00	\$ 62,400.00	\$ 1,100.00	\$ 27,500.00	\$ 1,225.00	\$ 30,625.00
South Fayette WTP	20	Loads	\$ 2,320.00	\$ 46,400.00	\$ 1,100.00	\$ 22,000.00	\$ 1,225.00	\$ 24,500.00
Replacement Liners	45	Liners	\$ 35.00	\$ 1,575.00	\$ 150.00	\$ 6,750.00	\$ -	\$ -
Total Quote				\$ 110,375.00		\$ 56,250.00		\$ 55,125.00



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: June 30, 2025

Subject: Contract #2573-S: SeaQuest

The Water System uses SeaQuest to control corrosion without building a layer of mineral scale which clogs distribution pipes.

Sowega Chlorinator Co., Inc. is the sole distributor in Georgia for SeaQuest and includes coupon testing every 60 days. The Water System recommends awarding to Sowega Chlorinator Co., Inc. A Contractor Performance Evaluation is attached (Attachment 1).

Specifics of the proposed contract are as follows:

Contract Name	#2573-S: SeaQuest		
Contractor	Sowega Chlorinator Co., Inc.		
Not to Exceed Amount	\$117,524.16 (\$17.52 per gal. fixed unit price/6,708 gal.)		
Budget:			
	Crosstown	S. Fayette	Total
Org Code	50543031	50543041	
Object	531182	531182	Chemicals
Contract Amount	\$76,317.12	\$41,207.04	\$117,524.16
FY26 Budget	\$76,318.00	\$41,207.00	\$117,525.00

Approved by: _____

Date: _____

7/2/25

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

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

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Sowega Chlorinator Co., Inc.	Contract Number: 2249-S
Mailing Address: PO Box 3006	Contract Description or Title: Seaquest Phosphate Corrosion Control
City, St, Zip Code: Albany, GA 31706	Contract Term (Dates) From: 7/1/2023 - Present
Phone Number: 229-436-8512	Task Order Number: N/A
Cell Number: 229-349-010	Other Reference: For award of 2573-S
E-Mail Address: info@sowegachlorinator.com	


DEFINITIONS

- OUTSTANDING** – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.
- EXCELLENT (Exc)** - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.
- SATISFACTORY (Sat)** - Vendor met minimum contractual requirements or performance expectations of the products/services.
- UNSATISFACTORY (UnSat)** - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule		X			
2. Condition of delivered products		X			
3. Quality of work		X			
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing		X			
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time		X			
9. Adherence to contract budget and schedule		X			
10. Other (specify):					X
11. Overall evaluation of contractor performance		X			

EVALUATED BY

Signature: 	Date of Evaluation: 3/28/2025
Print Name: Lacy Gray	Department/Division: Water System
Title: Water Plant Manager	Telephone No: 770-320-6081

Page 2

Contract Number:

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

[illegible]



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

To: Steve Rapson

Through: Ted L. Burgess

From: Sherry White

Date: July 3, 2025

Subject: Contract #2589-A: Vegetation Grinding Services

The Purchasing Department issued #2589-A: ~~Vegetation Grinding Services to secure a~~ contractor for yearly yard waste grinding. Notice of the opportunity was emailed to 12 companies. Another were contacted through the the Georgia Procurement Registry. The offer was also advertised through Georgia Local Government Access Marketplace, and the county website.

Five (5) Companies submitted quotes (Attachment 1).

The Road Department recommends CompostNow Inc. This company has not contracted with the county in the past, so a Contractor Performance Evaluation is not available. A positive response from all their references were received.

Specifics of the proposed contract are as follows:

Contract Name	#2589-A: Vegetative Debris Grinding
Contractor	CompostNow Inc
Type of Contract	Annual Contract
Contract Amount	\$118,500.00

Budget:

Organization Code:	54040500	Solid Waste
Object Code:	521317	Landfill
Available	\$120,000.00	As of 7/3/2025

Approved by: _____

Date: _____

Placed on Administrator's Report? Yes No

Placed on Agenda Dated: _____



RFQ #2589-A: VEGETATION GRINDING SERVICE
TALLY SHEET
Thursday, July 20, 2025

COMPANY NAME	UNIT	ESTIMATED QUANTITY	UNIT PRICE
M.W. Collins, WC	Cubic Yard (CY)	3,000 TO 12,000	\$15.00
McCoy Grading Inc	Cubic Yard (CY)	3,000 TO 12,000	\$5.50
Complete Resource Manangement	Cubic Yard (CY)	3,000 TO 12,000	\$5.00
South East Mowing, LLC	Cubic Yard (CY)	3,000 TO 12,000	\$4.25
CompostNow Inc.	Cubic Yard (CY)	3,000 TO 12,000	\$3.95

Administrator's Report: E



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

To: Steve Rapson
 Through: Ted L. Burgess 
 From: Sherry White 
 Date: July 16, 2025
 Subject: Contract #2594-A: Dust Control Services

The Purchasing Department issued Request for Quote #2594-A to secure a contractor to provide and supply road stabilizing and dust control agent on specified county roads. Notice of the opportunity was emailed to 22 companies. Another 60 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #75045 (Dust Control Agents). The offer was also advertised through Georgia Local Government Access Marketplace and the county website.

The Purchasing Department received two quotes (Attachment 1).

The Road Department recommends awarding the contract to the lowest bidder, Scotwood Industries LLC, which utilizes magnesium chloride for dust control. This company has not contracted with the county in the past, so a Contractor Performance Evaluation is not available. Staff received positive feedback from two of their references, supporting their qualifications for the work.

Specifics of the proposed contract are as follows:

Contract Name	#2594-A: Dust Control Services	
Contractor	Scotwood Industries LLC	
Contract Type	Fixed Unit Price	
Contract NTE Amount	\$151,680.00 (\$1.28/gallon)	
Budget:		
Org Code	10040220	Road
Object	521316	Technical Services
Available	\$161,000.00	As of 7/16/2025

Approved by: _____



Date: _____

7/16/25

Placed on Administrator's Report? Yes No

Placed on Adenda Dated: _____

Attachment 1**RFQ #2594-A Dust Control Service****TALLY SHEET**

3:00PM, Monday, June 13, 2025

		Southwestern Road Treatment, Inc.		Scotwood Industries LLC	
Application Season	Gallon	Price Per Gallon estimated spread rate of 0.3 gal/sy.	Extended Total	Price Per Gallon estimated spread rate of 0.3 gal/sy.	Extended Total
Fall Application	37,700	1.30	\$49,010.00	1.28	\$48,256.00
Spring Application	80,800	1.31	\$105,848.00	1.28	\$103,424.00
Product Type		35% Calcium Chloride		30% Magnesium Chloride	
TOTAL PROJECT AMOUNT	118,500		\$154,858.00		\$151,680.00



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

To: Steve Rapson
 Through: Ted L. Burgess *LB*
 From: Sherry White *SW*
 Date: July 16, 2025
 Subject: Contract #2603-A Starrs Mill Renovation

Fayette County is the owner of the Starr's Mill Waterfall and the adjacent pump station, located at 115 Waterfall Way, Fayetteville, GA 30215. This site is not only a functioning piece of infrastructure but also a location of historical and community significance. Over the years, the buildings on the property have experienced gradual deterioration, primarily due to ongoing exposure to water and moisture-related damage. In an effort to preserve the structural integrity and historical character of the site, maintenance efforts are needed. These efforts include repainting, replacing deteriorated wood siding, and sealing and caulking existing wood surfaces to protect them from further water intrusion and decay. Regular upkeep of this nature is essential to maintaining the site's appearance, functionality, and historical value for future generations.

The Building and Grounds Department received three quotes for the work (Attachment 1).

The lowest quote Alvelo Paints LLC withdrew his quote due to staffing issues. The county will proceed with the next lowest bidder, Painters on Demand. A Contractor Performance Evaluation is attached (Attachment 2).

Specifics of the proposed contract are as follows:

Contract Name:	#2603-A Starrs Mill Renovation	
Vendor:	Painters on Demand	
Contract Total:	\$61,653.38.00	
Budget:		
Fund	327	2023SPLOST
Org Code	41010	WATER SPLOST
Object	541210	OTHER IMPROVEMENTS
Project	R23AE	STARRS MILL EDUCATIONAL FACILITY
Available Amt	\$1,500,000.00	as of 7/16/2025

Approved by: *[Signature]* Date: 7/17/25

Placed on Administrator's Report? Yes No

Placed on Agenda Dated: _____

Attachment 1

Contract #2603-A: Starrs Mill Renovation
TALLY SHEET
Monday, June 20, 2025

Company Name	Quoted Price
New World Restoration LLC	\$97,500.00
Painters on Demand	\$61,653.38
Alvelo Paints LLC	withdrawn

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

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VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: POD, LLC dba Painters on Demand	Contract Number: 2478-A
Mailing Address: 3201 N Florida Ave	Contract Description or Title: Library Exterior Painting
City, St, Zip Code: Tampa, FL 33603	Contract Term (Dates) From: 11/1/2024 – 06/30/2025
Phone Number: 855-707-2468	Task Order Number:
Cell Number:	Other Reference: #2603-A
E-Mail Address: markm@paintersondemand.com	

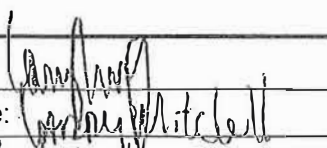
DEFINITIONS

- OUTSTANDING** – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.
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- UNSATISFACTORY (UnSat)** - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			/		
2. Condition of delivered products			/	X	
3. Quality of work			/		
4. Adherence to specifications or scope of work			/		
5. Timely, appropriate, & satisfactory problem or complaint resolution			/		
6. Timeliness and accuracy of invoicing			/		
7. Working relationship / interfacing with county staff and citizens			/		
8. Service Call (On-Call) response time					N/A
9. Adherence to contract budget and schedule			/		N/A
10. Other (specify):					N/A
11. Overall evaluation of contractor performance			/		

EVALUATED BY

Signature: 	Date of Evaluation: 7/16/25
Print Name: Blake Grawns	Department/Division: Public Works
Title: Public Works Director	Telephone No: 770-305-6004