MAYOR
Edward J. Johnson, Jr.

CITY MANAGER
Ray Gibson

CITY CLERK
Chelsea Siemen

FAYETTEVILLE
NO LIMITS ON IMAGINATION

MAYOR PRO TEM
Darryl Langford

COUNCIL
T. Joe Clark
Emmett E. Spurlock
Shannon S. Moultrie
Niyah Glover

DATE:
9/17/2026
6:00 PM

CITY COUNCIL AGENDA

LOCATION:
City Hall
Council Chamber

Call to Order

Opening Prayer

The Pledge of Allegiance to the Flag

Approval of Agenda

1. Approval of the Minutes for August 20, 2026, City Council Regular Meeting

RECOGNITIONS AND PRESENTATIONS

2. New Employees and Employee Promotions
   - Community Development: ***Presented by City Manager Ray Gibson***
   - Communications: ***Presented by GlenNeta Griffin***
   - Human Resources: ***Presented by Nella Cooper***
   - Police Department: ***Presented by Police Sergeant Scott Israel***

NEW BUSINESS

3. Consider Resolution No. 26-R-53 – Amendment to the Barnsley Construction Service Agreement for the Church Street Park Bathroom Project: ***Presented by Director of Public Services Cajen Rhodes***

4. Consider Resolution No. 26-R-54 – Establishment of an AI Committee for the City of Fayetteville: ***Presented by City Manager Ray Gibson***

5. Consider Resolution No. 26-R-55 - Declaration of Official Intent to Reimburse: ***Presented by Interim Deputy Director of Finance Karen Austin***

6. Consider Resolution No. 26-R-56 – Bid Award and Contract Execution with Terra Alma, LLC. for Retail and Restaurant Recruitment Consultant Services: ***Presented by Director of Economic Development Lori Funderwhite***

7. Consider Resolution No. 26-R-57 – Amendment to Service Agreement with Blue Cypress Consulting for Comprehensive Plan Update services: ***Presented by Director of Community Development Robin Cailloux***

8. Consider Resolution No. 26-R-59 - 180-day extension to Moratorium on applications for all new developments, vape shops, and massage establishments within the City of Fayetteville: ***Presented by Planning and Zoning Director Julie Brown***

9. Consider Resolution No. 26-R-60 – Request from Rosewood West Lanier I, LLC to Appeal the Planning and Zoning Commission's denial of a one-year extension on the Rosewood Preliminary Plat: ***Presented by Planner Nicole Gilbert***

10. Consider Resolution No. 26-R-61 - Adopting Policies and Procedures for Special Events and Implementing an Official Special Events Application for City Center Park and the Alley Plaza: ***Presented by Director of Economic Development Lori Funderwhite***

REPORTS AND COMMENTS

City Manager & Staff Reports

City Council and Committee Reports

Mayors Comments & Public Comments

EXECUTIVE SESSION [*IF NEEDED]*

11. Executive Session to discuss matters of Real Estate, Litigation, and/or Personnel

ADJOURN

City of Fayetteville
Mayor and City Council
Regular Meeting
Minutes
August 20, 2026

Call to Order

The Mayor and City Council of Fayetteville met for a Regular Session on August 20, 2026, in the Council Chamber at City Hall. Mayor Edward Johnson and Council Members Darryl Langford, Joe Clark, Niyah Glover, Shannon Moultrie, and Emmett Spurlock were present. Also present was City Attorney Patrick Jaugstetter, City Manager Ray Gibson, and City Clerk Chelsea Siemen.

Mayor Johnson called the meeting to order at 6:00 p.m.

Opening prayer was delivered by Council Member Clark, followed by the Pledge of Allegiance.

Langford made a motion to approve the agenda as presented. Glover seconded the motion. The motion carried unanimously.

Langford moved to approve the minutes of July 16, 2026, City Council Regular Meeting. Glover seconded the motion. The motion carried unanimously.

Langford moved to approve the minutes of July 23, 2026, City Council Work Session. Glover seconded the motion. Clark abstained. The motion carried 4-0-1.

Clark moved to approve the minutes of August 6, 2026, City Council Work Session. Langford seconded the motion. Spurlock abstained. The motion carried 4-0-1.

Glover moved to approve the minutes of August 11, 2026, City Council Work Session. Clark seconded the motion. Spurlock and Moultrie abstained. The motion carried 3-0-2.

Recognitions and Presentations:

Employee Promotion, New Hire, and Retirement Recognitions:

- Public Services:
  - Marcus Heard, newly hired Deputy Director

- Fire Department:
  - Jeremy Martin, newly hired Employee
  - Adell MacFarlane, newly hired Employee
  - Alexander Kallas, Fire Recruit
  - Brigdon York, Fire Recruit

- Matthew Neumeyer, Fire Recruit
- Garrett Pouliot, Certified Firefighter & EMT-A School Graduate
- Mason Whillock, Fire & EMT-A School Graduate
- Tate Stanford, Fire & EMT-A School Graduate
- Josiah Ray, Fire & EMT-A School Graduate
- Andre Risby, Fire & EMT-A School Graduate

Public Hearing:

Consider Ordinance No. 26-O-05 - Step 2 of the Annexation Request and Ordinance No. 26-O-06 – Rezoning Request from applicants Fayetteville 1336 Land RIK MP, LLC, Fayetteville 1336 MOB RIK MP, LLC, Fayetteville 1336 Surgery RIK MP, LLC, and Fayetteville 1336 GA RIK MP, LLC to annex property located at 1336 Highway 54 into the City of Fayetteville and rezone the property from Office Institutional (O-I) to Professional Office (PO)

Senior Planner Marissa Jackson presented Step 2 of the Annexation Request Process and the associated Rezoning Request for the property located at 1336 Highway 54 West. Ms. Jackson explained that the annexation request was prompted by ongoing septic system issues and the property's need to connect to the City's sanitary sewer system. She stated that the request to annex into the city with the Professional Office (PO) Zoning Designation is consistent with the City's Future Land Use Map and supports initiatives outlined in the City's Comprehensive Plan.

The Planning and Zoning Commission, as well as staff, have recommended approval for both requests; with the rezoning request (26-O-06) subjected to the following conditions and understanding:

1. The subject parcels shall be designated as Business Park on the Future Land Use Map.

2. The applicant shall install sidewalks along parcel frontage for 0704 010 and 0704 041 or agree to a payment-in-lieu arrangement with the city for construction of sidewalks or pathways. This requirement must be met before any sewer connection, or extension is allowed to be made to the city's sanitary sewer system by the development.

Laurel David, representing the applicants, confirmed the applicants' willingness to comply with the recommended conditions. She explained that the sidewalk requirement is tied to the future sewer connection because the existing septic system's drainage field is located within the easement area needed for the sidewalk. Therefore, the property must first connect to the City's sanitary sewer system so that the septic drainage field can be removed and the sidewalk installed.

"A Council Member" asked whether the City's Public Services Department had been informed of the issues involving the sidewalk and drainage easement.

The Assistant City Manager Chris Hindman confirmed that City staff was aware of the matter and reiterated Ms. David's explanation that, without connecting to the City's sanitary sewer system, the property would be unable to install the sidewalk along the front portion of the property because of the existing septic drainage field.

Council Member Spurlock asked whether the property could be assigned a zoning designation other than Professional Office (PO).

Ms. Jackson stated that the property is currently developed for medical office use and could potentially be designated Neighborhood Commercial. However, Professional Office (PO) was determined to be the most appropriate zoning designation and the most cohesive with the existing zoning designations in the surrounding area.

County Resident Jesse Brooks asked whether the annexation and rezoning requests were independent of the next annexation request on the agenda or whether there was a connection between the two requests.

Applicant Representative Ms. David explained that the primary purpose of the request was to address the ongoing septic issues and allow the property to connect to the City's sanitary sewer system. She stated that the only combined effort between the two is the sewer connectivity.

Mayor Johnson called for the vote on Ordinance No. 26-O-05 - Step 2 of the Annexation Request Process from applicants Fayetteville 1336 Land RIK MP, LLC, Fayetteville 1336 MOB RIK MP, LLC, Fayetteville 1336 Surgery RIK MP, LLC, and Fayetteville 1336 GA RIK MP, LLC to annex property located at 1336 Highway 54.

Clark moved to approve 26-O-05. Glover seconded the motion. The motion carried unanimously.

Mayor Johnson called for the vote on Ordinance No. 26-O-06 - Rezoning Request from Fayetteville 1336 Land RIK MP, LLC, Fayetteville 1336 MOB RIK MP, LLC, Fayetteville 1336 Surgery RIK MP, LLC, and Fayetteville 1336 GA RIK MP, LLC to rezone property located at 1336 Highway 54 from Office Institutional (O-I) to Professional Office (PO).

Langford moved to approve 26-O-06. Glover seconded the motion. The motion carried unanimously.

Consider Ordinance No. 26-O-10 - Step 2 of the Annexation Request Process and Ordinance No. 26-O-11 – Rezoning Request from applicants: HWY 54 & Veterans Pkwy LLC/Blake Goodman for 2.4 acres located at 1352 Highway 54 (Parcel No. 0704 016); ARC Enterprises LLLP for +/- 30 acres located at 1374 Highway 54 (Parcel Nos. 0704 009 and 0704 045); and ROCLAD Enterprises LLC for +/- 5 acres located on Lester Road (Parcel No. 0704 014) to be annexed into the City Limits with Professional Office (PO) zoning designations

Senior Planner Marissa Jackson presented Step 2 of the Annexation Request Process and the associated Rezoning Request for the four tracts of land located in the southwestern quadrant of the Highway 54 / Lester Road / Veterans Parkway intersection.

Ms. Jackson provided an overview of the history of the request which was originally intended to go before City Council earlier this year but was delayed due to arbitration filings from Fayette County.

The original annexation and rezoning applications were submitted with the request of a PCD zoning with intentions of designing a mixed-use development of:

- Up to 315 multi-family units
- A grocery-anchored shopping center with associated retail shops (up to 150,000 SF)
- A day care facility
- Eight outparcels

However, the County Board of Commissioners voted 4-0 to object to the annexation request and ask the Georgia Department of Community Affairs (DCA) to form an arbitration panel.

On July 7, 2026, the panel found that the proposed rezoning to PCD would be significantly different than the current A-R (Agricultural Residential) zoning in the county, and that it would result in a substantial change in the intensity and allowed uses. They found that the proposed change in zoning would also differ substantially from the existing uses suggested for the property by the county's Comprehensive Land Use Plan since the county's Future Land Use is Professional Office.

The arbitration panel decided that the property may be rezoned to an A-R (Agricultural Residential) equivalent zoning, or PO (Professional Office). The applicant is now seeking a rezoning to PO (Professional Office) since the city does not have an equivalent A-R (Agricultural Residential) zoning. There is a condition in the arbitration ruling that once annexed, the properties may not be rezoned for two years.

The applicant has decided to move forward with their annexation request, amending the rezoning request to rezone the parcels to Professional Office (PO) in compliance with the arbitration decision.

Staff recommends approval of these requests, with the rezoning request (26-O-11) subject to the following conditions and understanding:

1. The subject parcels shall be designated as Activity Center-Medical Center.

2. The zoning of the property shall remain PO (Professional Office for a minimum of two calendar years from the date of adoption).

3. No permit authorizing any development on the subject parcels shall be issued and no preliminary plat or preliminary site plan shall be approved on the subject parcels unless accompanied by, and incorporating all requirements and recommendations set forth in, a traffic study approved by the City Engineer.

4. No permit authorizing any development on the subject parcels shall be issued and no preliminary plat or preliminary site plan shall be approved on the subject parcels unless the proposed developer and the City have entered into a Development Agreement addressing infrastructure requirements and entitlements and architectural and design standards.

Council Member Spurlock questioned who will be paying for the sewer connection and at what point does the property get connected to sewer.

Public Services Director Cajen Rhodes stated that the property developer will be responsible for installing the sewer lines and covering all associated connection costs.

Resident Lewis expressed concerns regarding the proposed crosswalk, potential noise abatement measures, and any environmental impact the construction may have on the surrounding schools.

City Manager Ray Gibson stated that once the development agreement is finalized, the city will hold a town hall meeting to discuss the potential development plans.

Mr. Brooks asked whether any changes made by the developers to the proposed plan would require an additional approval process.

Ms. Jackson confirmed the developer would have to submit a new concept drawing to be reviewed.

A resident inquired whether the developer would be permitted to leave the property undeveloped and subsequently requested a rezoning after the two-year limitation period had expired.

City Attorney Patrick Jaugstetter advised that Council should not approve such a rezoning request if the developer seeks a second rezoning.

Mayor Johnson called for the vote on Ordinance No. 26-O-10 - Step 2 of the Annexation Request Process from applicant HWY 54 & Veterans Pkwy LLC/Blake Goodman for 2.4 acres located at 1352 Highway 54 (Parcel No. 0704 016), applicant ARC Enterprises LLLP for +/- 30 acres located at 1374 Highway 54 (Parcel Nos. 0704 009 and 0704 045) and applicant ROCLAD Enterprises LLC for +/- 5 acres located on Lester Road (Parcel No. 0704 014).

Langford moved to approve 26-O-10. Glover seconded the motion. The motion carried unanimously.

Mayor Johnson called for the vote on Ordinance No. 26-O-11 - Rezoning Request from HWY 54 & Veterans Pkwy LLC/Blake Goodman for 2.4 acres located at 1352 Highway 54 (Parcel No. 0704 016), ARC Enterprises LLLP for +/- 30 acres located at 1374 Highway 54 (Parcel Nos. 0704 009 and 0704 045) and ROCLAD Enterprises LLC for +/- 5 acres located on Lester Road (Parcel No. 0704 014) to rezone all parcels from Agricultural Residential (A-R) to Professional Office (PO).

Clark moved to approve 26-O-11 with the recommended conditions from staff. Glover seconded the motion. The motion carried unanimously.

Consider Ordinance No. 26-O-20 - Amendment to the City Council’s Meeting Schedule.

City Clerk Chelsea Siemen stated that the current meeting schedule for Mayor and City Council includes a monthly Work Session meeting held on the first Thursday of each month at 6:00 p.m. This ordinance will amend the Meeting Schedule to replace all future Work Session meetings with a

Regular City Council Meeting; the date and times will remain unchanged. Ms. Siemen stated that Work Session meetings will be called on an "as needed" basis.

City Resident Adam Cashwell asked if the change in meeting type also meant that the first meeting of the month would begin being streamed live.

City Clerk Chelsea Siemen confirmed that the meetings will begin being recorded and live streamed.

Langford moved to approve 26-O-20. Clark seconded the motion. The motion carried unanimously.

Consider Ordinance No. 26-O-21- Amendment to the City of Fayetteville's Marijuana Ordinance (Section 62-119 of the Code of Ordinances).

Major Austin Dunn provided an overview of the updated Code of Ordinances related to marijuana, which stems from Georgia Senate Bill 220. The bill expands legislation on medicinal marijuana products, including vaporized cannabis flower and derivatives. Therefore, the Police Department is proposing to amend the current ordinance to align with Senate Bill 220.

Council Member Moultrie inquired about how a citizen would be able to prove they can possess medical marijuana.

Major Dunn explained that there are established protocols governing the packaging of medical marijuana, that individuals must possess a valid medical card issued by a physician, and that only a specific, regulated amount may be carried at any given time.

Council Member Moultrie followed up by asking where a citizen would be able to obtain less than one ounce and whether they would be permitted to possess marijuana if the amount were below the legal threshold.

City Attorney Jaugstetter stated that, as defined in the code once adopted, there is no quantity of marijuana that would be considered lawful to possess. He clarified that while certain products containing minimal amounts of THC may be lawful to possess to a limited degree, marijuana itself would not be permitted.

Clark moved to approve 26-O-21. Langford seconded the motion. The motion carried unanimously.

New Business:

Consider Resolution No. 26-R-50 – "The Same House" Non-Profit Support.

Executive Director Al Mead of The Same House Fayette County presented an overview of the organization's mission to assist low-income families with long-needed home repairs. He noted that partnerships in this initiative include Groundswell, Georgia Power, and QTS that will support an estimated 800 homes throughout Fayette County. Mr. Mead stated that applicants must meet specific income requirements and must be Georgia Power customers to qualify for assistance. Mr. Mead

requested the City's support for the initiative, emphasizing its focus on community engagement, collaboration, and strengthening community resilience. He clarified that the request does not involve any financial commitment, and any future allocation of City resources would require separate authorization.

Council member Spurlock raised questions about the number of homes located within the City, eligibility for customers served by utilities other than Georgia Power, concerns about data privacy related to smart home upgrades, and whether the presentation would also be made to the county and other municipalities.

Mr. Mead responded that building trust is essential for the organization, its partners, and the community. He noted that each customer will be assigned a dedicated representative to guide them through the entire process, allowing them the opportunity to select the upgrades they want. He confirmed that the program currently applies only to Georgia Power customers but added that efforts are underway to expand assistance through additional programs for other utility providers. He also confirmed the initiative will be presented countywide.

Council Member Moultrie addressed concerns pertaining to the organization's status as a non-profit, as well as how funds are handled through the several organizations involved in the initiative.

Mr. Mead stated that he would be happy to provide proper documentation on his organization's non-profit status and provided clarification on how the different stakeholders will participate in the initiative but stated that he was not exactly sure how the financial splits would be handled at this time.

Moultrie asked for clarification on the City's participation and why this initiative would warrant a city resolution.

Mr. Mead stated that they are simply asking for formal support of the initiative.

Spurlock asked Mr. Mead how the initiative would be impacted if the City Resolution of support did not pass.

Mr. Mead answered that it wouldn't have an impact on the organization doing the work.

Clark moved to approve 26-R-50. Langford seconded the motion. Motion affirmed by Glover. Spurlock and Moultrie opposed. Motion approved 3-2.

Consider Resolution No. 26-R-51 – Request from QTS for Early-Morning Concrete Pour.

Planning and Zoning Director Julie Brown provided an overview of the request for long-term early morning concrete pours from the QTS Data Center for several different buildings. The request would permit concrete operations to begin at 4:30 a.m. Monday through Friday through October 15, 2026. Ms. Brown explained that temporary approval had been granted with the condition that QTS address concerns raised by City Council at the August 6, 2026, Work Session, including the need for drone footage of operations, traffic mitigation plans, and communication procedures related to light pollution

and noise complaints. She noted that QTS has met all conditions and presented the corresponding findings. Additionally, Ms. Brown informed Council that QTS had reopened the onsite concrete batch plant to further reduce construction traffic in the area.

County Resident Melissa Miller raised concerns regarding delays in constructing the sound wall and safety issues at the intersection of Tyrone Road, Flat Creek Trail, and Highway 54. She cited increased traffic from the QTS parking lot, speeding construction vehicles, and several accidents, as well as ongoing impacts to her property resulting from construction.

Mayor Johnson directed Ms. Miller to contact designated QTS representatives responsible for inspecting residential damage related to construction and blasting activities.

City Manager Gibson asked staff whether any additional traffic mitigation measures could be implemented to help address ongoing traffic and accident concerns in the area.

Ms. Brown stated that she would coordinate with the County and QTS to address the traffic concerns, noting that the area falls under County jurisdiction. She also noted that traffic has decreased since concrete is now being mixed onsite, reducing the number of concrete trucks traveling to the site.

Langford moved to approve 26-R-51. Glover seconded the motion. Moultrie opposed. Motion approved 4-1.

City Manager and Staff Reports:

City Manager, Ray Gibson announced upcoming events and commented on the successful turnout of the Mental Health Advisory Board's Barbecue and Barbershops Chats event.

Mr. Gibson also recognized the success of the 2026 Junior Police Academy.

Public Comments:

County Resident Jesse Brooks inquired about the platform(s) that will be utilized for the "Same House" Project. He expressed concerns regarding the various AI platforms that may be used for different City projects and operations. He suggested the possible establishment of a committee to oversee AI usage and ensure that all applications of AI are implemented appropriately and responsibly.

County Resident Philips Money expressed concerns regarding the amount of new development occurring within the city, including increased traffic and a noticeable reduction in the trees. He also inquired whether the City could consider implementing a moratorium to address these issues.

Council Member Clark confirmed that the city is currently under a moratorium.

City Resident Adam Cashwell discussed an Open Records Request he submitted through the online portal and the associated costs for retrieving all requested documents. He inquired whether there were any resources for someone to obtain requested materials without incurring a high invoice.

City Manager Ray Gibson informed Mr. Cashwell that State law determines the fees that may be charged for an Open Records Request, based on the nature and volume of the information being requested.

City Clerk Chelsea Siemen informed Mr. Cashwell that fees are governed by the Open Records Act. She explained that all submitted requests require document review and any necessary redactions. Ms. Siemen added that if staff time exceeds 15 minutes, a retrieval cost estimate is provided for requestor's approval prior to work beginning.

City Resident Evelyn Barella inquired about the anticipated timeline for the construction of the data center and asked when the structures are expected to be completed, noting concerns about ongoing noise levels.

City Manager Ray Gibson expressed to Ms. Barella that it's noted that some of the buildings are operational 24 hours a day.

A representative from QTS stated that six buildings are currently under construction. One is expected to be completed in January, and two additional buildings are expected to begin construction by the end of the year.

Executive Session:

Mayor Johnson called for a vote to convene in Executive Session to discuss matters of Real Estate, Litigation, and/or Personnel.

Clark motioned to proceed into Executive Session. Glover seconded. The motion carried unanimously.

Langford moved to conclude Executive Session and return to Regular Session. Spurlock seconded the motion. The motion carried unanimously.

Adjourn:

Spurlock moved to adjourn the meeting. Moultrie seconded the motion. The motion carried unanimously.

Respectfully submitted,

_____

Chelsea Siemen, City Clerk

FAYETTEVILLE
INTEROFFICE MEMORANDUM

FAYETTEVILLE CITY HALL
240 Glynn Street South •
Fayetteville, Georgia 30214
Telephone (770) 461-6029
Facsimile (770) 460-4238
www.fayetteville-ga.gov

TO: Mayor and Council

CC: Ray Gibson, City Manager

FROM: Cajen Rhodes, Director of Public Services

DATE: August 24, 2026

SUBJECT: 26-R-53 – Barnsley Construction Service Agreement Amendment for Church Street Park Bathrooms

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The city has moved forward with CXT Incorporated for the restroom building at Church Street Park in the amount of $132,960.66. Staff will still need to work with a construction company to run water and sewer as well as prepare the pad for the building when it is ready for installation. CXT has reached out to the city to notify us that the restroom building will be ready in late September.

Considering that Barnsley Construction Group is performing construction services for the new Police Headquarters, Court and the renovation of the Public Services Headquarters, staff have reached out and asked for a proposal. Staff have received a proposal from the Barnsley Construction Group to perform General Construction, Plumbing, and Electrical and Site work so that the city is prepared for the arrival of the restroom building for Church Street Park.

Staff are recommending that the city add the proposed scope of work to the contract with the Barnsley Construction Group in the amount of $131,350.00. Staff have identified funding in the current Capital Improvements budget.

(Proposal attached)

August 18, 2026

Cajen Rhodes
Director of Public Services
City of Fayetteville
328 1st Manassas Mile,
Fayetteville, GA 30215

RE: **Church Street Park Restroom**

Mr. Rhodes,

Barnsley Construction Group appreciates the opportunity to propose on this project for you and look forward to the opportunity to help you build this project. We respectfully submit the following Lump Sum Proposal of **One Hundred Thirty-one Thousand Three Hundred and Fifty ($131,350) Dollars**. We have also included a list of assumptions and clarifications with this proposal to more clearly define our interpretation of the scope of work.

General

1. We have included all necessary insurances to perform this project, inclusive of worker's compensation, general liability, and builder's risk.
2. We have assumed working hours as standard daytime hours.
3. We assume the park will be closed during construction.
4. We have included temporary fencing around construction area.
5. We assume the City will provide the road closure and any flagging as necessary.
6. We assume this project does not require any permitting or design and have not included those items in this proposal.

Plumbing

7. We have included all sanitary, vent and domestic water piping as schedule 40 PVC.
8. We have included final connections to plumbing equipment.
9. We assume all fixtures, including but not limited to, lavatories, water closets, water heaters, and water fountains are to be provided and installed by Others.
10. We assume all warranties for fixtures are to be provided by Others.

Electrical

11. We have included One (1) new 20A, 120-Volt underground power service to the new Restroom Building from the existing power meter on site.
12. We have included underground raceway as PVC.
13. We have included One (1) 20A/1P enclosed breaker at existing power meter and One (1) safety switch at the restroom building.
14. We have included grounding at restroom building as required.
15. We assume the final connection to the building is a single connection to a panel or meter, provided by Others.
16. We assume the restroom building is prewired with all fixtures installed, including but not limited to lighting, lighting controls, receptacles, power devices, faucets, hand dryers, low voltage, etc…

Site Work

17. We have included saw cutting, removal, and replacement of asphalt and concrete at driveway as needed to allow for sanitary sewer trenches.
18. We have included site grading and preparation for new prefabricated restroom per the site preparation write up provided by CXT
19. We have included new GAB "pad" as required per the CXT site preparation write up.
20. We have included new sewer line as PVC.
21. We have included coring and patching as needed at manhole.
22. We have included new water line as ¾" PVC. We have included tapping of existing waterline near the road.
23. We have included a new backflow preventer at waterline connection.
24. We have not included any cost associated with potential unforeseen conditions, including but not limited to trash pits, unsuitable soils, rock, etc…
25. We assume existing planter beds on site will be removed by Others prior to the start of site work.

Thank you for the opportunity to propose on this project. We look forward to the opportunity to build this project for you.

Sincerely,
Barnsley Construction Group

Tyler Isgett

CC:
Nick Tucker

RESOLUTION NO. 26-R-53

CITY OF FAYETTEVILLE
COUNTY OF FAYETTE
STATE OF GEORGIA

RESOLUTION OF THE CITY OF FAYETTEVILLE TO APPROVE AN AMENDMENT TO THE BARNSLEY CONSTRUCTION SERVICE AGREEMENT FOR THE CHURCH STREET PARK RESTROOM PROJECT

WHEREAS, the City of Fayetteville, in the best interest of its citizens, has developed a Capital Improvement Project to provide restroom facilities for Church Street Park; and

WHEREAS, the City of Fayetteville received a Construction Service Agreement from Barnsley Construction in the amount of $131,350.00 for all work necessary to receive the new restroom building delivery and installation at Church Street Park; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Fayetteville, Georgia do hereby approve to amend the Barnsley Construction Service Agreement for the purpose of constructing a new restroom building at Church Street Park.

SO RESOLVED, this 17th Day of September 2026.

_____
Edward J. Johnson, Jr., Mayor

_____
Darryl Langford, Mayor Pro Tem

Attest:

_____
T. Joe Clark, Council Member

_____
Chelsea Siemen, City Clerk

_____
Emmett E. Spurlock, Council Member

_____
Shannon S. Moultrie, Council Member

_____
Niyah Glover, Council Member

FAYETTEVILLE
INTEROFFICE MEMORANDUM

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TO: Mayor and Council

FROM: Ray Gibson, City Manager

CC: Chris Hindman, Assistant City Manager

DATE: August 27, 2026

SUBJECT: 26-R-54 – Fayetteville Artificial Intelligence ("AI") Committee

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The proposed resolution establishes the *City of Fayetteville Artificial Intelligence Advisory Committee* to serve as an educational and informational resource for Fayetteville residents and businesses concerning the potential benefits, applications, limitations, and risks of artificial intelligence (AI). The Committee is intended to promote public education, community engagement, and informed and responsible use of AI.

The Committee will consist of 15 members appointed by the Mayor and Council, with an effort to obtain diverse and multidisciplinary representation. Relevant backgrounds may include municipal government, information technology, cybersecurity, data privacy, law, ethics, education, public safety, economic development, business, workforce development, and community advocacy. Members will serve without compensation, although authorized and allowable expenses may be reimbursed.

Resolution 26-R-54 provides for staggered initial terms, followed by three-year terms. The Committee will elect its own officers, require eight members for a quorum, and operate in accordance with the Georgia Open Meetings Act and Open Records Act.

The Committee's primary responsibilities will include developing or identifying educational resources, conducting public workshops and presentations, receiving community input, and collaborating with schools, libraries, businesses, educational institutions, and subject-matter experts. The Committee will periodically report its activities and recommendations to the Mayor and Council, including an annual report addressing outreach, educational programs, community needs, emerging AI risks and opportunities, and future priorities.

Importantly, the Committee is advisory and educational only. It will not have authority to bind the City, direct City staff, approve or prohibit technology, expend City funds, or enter into contracts unless expressly authorized by the Mayor and Council. Oversight of the City's internal acquisition, deployment, or use of AI is specifically excluded from the Committee's responsibilities. Decisions regarding City funding, staffing, contracts, and implementation remain with the appropriate City authority.

The resolution also establishes safeguards requiring the Committee to provide general educational information rather than individualized professional advice, avoid endorsing specific AI products or vendors, protect sensitive information, and comply with applicable ethics and conflict-of-interest requirements. Administrative and technical support may be provided by City staff through the City Manager, subject to available personnel and budgetary resources.

In summary, the resolution creates a community-focused advisory body designed to help Fayetteville residents and businesses better understand AI and its opportunities and risks, while preserving the Mayor, Council, City Manager, and other appropriate City authorities' control over City operations, resources, technology decisions, and implementation.

Staff is recommending approval of Resolution 26-R-54.

RESOLUTION 26-R-54

CITY OF FAYETTEVILLE
COUNTY OF FAYETTE
STATE OF GEORGIA

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF FAYETTEVILLE, GEORGIA CREATING THE CITY OF FAYETTEVILLE ARTIFICIAL INTELLIGENCE ADVISORY COMMITTEE

WHEREAS, artificial intelligence is rapidly transforming the manner in which governments, businesses, and individuals analyze information, deliver services, communicate, and make decisions; and

WHEREAS, when thoughtfully and responsibly used, artificial intelligence has the potential to assist residents in everyday activities and learning and to help businesses improve productivity, enhance services, support innovation, and create economic opportunities; and

WHEREAS, the use of artificial intelligence may also present risks involving inaccurate or misleading information, fraud, cybersecurity, privacy, intellectual property, bias, and overreliance on automated decisions; and

WHEREAS, the City desires to provide a resource for residents and businesses in identifying the potential benefits and risks of artificial intelligence and making informed decisions about its responsible use; and

WHEREAS, public education, accessible educational resources, and opportunities for community engagement can help residents and businesses understand artificial intelligence, evaluate its practical applications, and recognize and reduce associated risks; and

WHEREAS, the Mayor and Council find that an Artificial Intelligence Advisory Committee will advance these purposes by bringing together community perspectives and relevant expertise to support public education and provide useful resources to residents and businesses in the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Fayetteville, Georgia, as follows:

1. **Created; purpose; advisory status.**

There is hereby created the City of Fayetteville Artificial Intelligence Advisory Committee (the "Committee"). The Committee shall serve as an educational and informational resource for residents and businesses in the City, helping them identify the benefits and risks of using artificial intelligence and providing public education and educational resources to support informed and responsible use. The Committee shall serve in an advisory and educational capacity and may advise the Mayor and Council and City staff on activities that further this public-facing mission. Except as expressly authorized by the Mayor and Council, the Committee shall have no authority to bind the City, direct City staff, approve or prohibit the use of any technology, expend City funds, or enter into contracts on behalf of the City.

2. Membership; qualifications; compensation.

(a) The Committee shall consist of fifteen (15) members appointed by the Mayor and Council.

(b) In making appointments, the Mayor and Council should seek, to the extent reasonably practicable, a diverse and multidisciplinary membership that may include persons with experience or demonstrated interest in municipal government, information technology, cybersecurity, data privacy, law, ethics, education, public safety, economic development, business, workforce development, and community advocacy. Lack of professional or technical expertise shall not disqualify an otherwise suitable applicant.

(c) Members shall serve without compensation but may be reimbursed for actual and necessary expenses incurred in the performance of their duties when such expenses have been authorized in advance and are otherwise permitted by City policy.

3. Terms of office; vacancies; removal.

(a) Upon adoption of this resolution, the Mayor and Council shall appoint the initial members of the Committee. To establish staggered terms, eight (8) initial members shall be appointed for terms of two (2) years and seven (7) initial members shall be appointed for terms of three (3) years, as designated by the Mayor and Council at the time of appointment. Thereafter, members shall be appointed for terms of three (3) years.

(b) A member shall continue to serve until a successor is appointed and qualified unless the member resigns, is removed, or becomes unable to serve. A vacancy shall be filled by the Mayor and Council for the remainder of the unexpired term.

(c) A member may be removed by the Mayor and Council at any time, with or without cause.

4. Organization; meetings; bylaws.

(a) At its first meeting and at the first meeting of each calendar year thereafter, the Committee shall elect from among its members a chair, vice-chair, and any other officers it deems necessary. Officers shall serve for the calendar year or until their successors are elected.

(b) Eight (8) members shall constitute a quorum. An affirmative vote of a majority of the members present and voting shall be required for official action. The Committee shall meet at the call of the chair or as otherwise provided by its bylaws.

(c) Meetings of the Committee shall be conducted, and minutes and other records shall be maintained, in accordance with the Georgia Open Meetings Act, O.C.G.A. § 50-

14-1 et seq., and the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq., as applicable.

(d) The Committee may adopt bylaws and rules of procedure consistent with this resolution and applicable law. Any bylaws or material amendments thereto shall be submitted to the Mayor and Council for approval before taking effect.

5. Duties and responsibilities.

(a) The Committee may, from time to time, identify and explain potential benefits, practical applications, limitations, and risks of artificial intelligence for residents and businesses in the City, including opportunities for learning, productivity, innovation, and economic development and concerns involving accuracy, privacy, cybersecurity, fraud, bias, and intellectual property.

(b) The Committee may, from time to time, develop, identify, and make available accessible educational resources to help residents and businesses understand artificial intelligence and evaluate its use. These resources may include introductory guides, practical checklists, frequently asked questions, and links to credible training and educational materials, with attention to varying levels of technical knowledge and access to technology.

(c) The Committee may, from time to time, organize or support public workshops, presentations, demonstrations, and other educational programs; receive public input regarding community interests and educational needs; and collaborate with schools, libraries, business organizations, educational institutions, and subject-matter experts to expand access to reliable information and learning opportunities.

(d) The Committee shall periodically report its activities and recommendations to the Mayor and Council and shall provide an annual report summarizing public outreach, educational programs and resources, community needs and feedback, emerging benefits and risks relevant to residents and businesses, and recommended priorities for future public education.

(e) The Mayor and Council, the City Manager, or the City Manager's designee may refer matters to the Committee that relate to its public education and community resource mission. The Committee may also propose educational initiatives and recommendations on its own initiative within the scope of this resolution. Oversight of the City's internal acquisition, deployment, or use of artificial intelligence is not a responsibility of the Committee. Decisions concerning City funding, staffing, contracts, and implementation of Committee recommendations shall remain with the appropriate City authority.

(f) The Committee shall provide general educational information and shall not provide individualized legal, financial, or other professional advice or certify, approve, or endorse particular artificial intelligence products, services, or vendors. Its

educational activities shall not require residents or businesses to disclose personal, confidential, proprietary, or other sensitive information. Requests for City staff assistance or information shall be coordinated through the City Manager or the City Manager's designee and shall remain subject to applicable law and the protection of confidential, privileged, security-sensitive, or otherwise protected information.

6. Administrative support.

The City Manager may designate one or more City employees to provide reasonable administrative and technical support to the Committee, subject to available personnel and budgetary resources. All requests by the Committee for City staff assistance shall be coordinated through the City Manager or the City Manager's designee.

7. Conflicts of interest.

Committee members shall comply with all applicable ethics and conflict-of-interest requirements. A member shall disclose any financial, professional, or personal interest that could reasonably be perceived to affect the member's impartiality concerning a matter before the Committee and shall refrain from participating when required by applicable law or City policy.

The Mayor, City Manager and City staff are authorized and directed to take such actions as are reasonable and necessary to fulfill the purposes of this Resolution.

SO RESOLVED, this 17th day of September, 2026.

_____
Edward J. Johnson, Jr., Mayor

_____
Darryl Langford, Mayor Pro Tem

Attest:

_____
T. Joe Clark, Council Member

_____
Chelsea Siemen, City Clerk

_____
Emmett E. Spurlock, Council Member

_____
Shannon S. Moultrie, Council Member

_____
Niyah Glover, Council Member

FAYETTEVILLE
INTEROFFICE MEMORANDUM

FAYETTEVILLE CITY HALL
240 Glynn Street South •
Fayetteville, Georgia 30214
Telephone (770) 461-6029
Facsimile (770) 460-4238
www.fayetteville-ga.gov

TO: Mayor and Council

VIA: Ray Gibson, City Manager

CC: Mike Bush, Director of Finance & Administration

FROM: Karen Austin, Interim Deputy Director of Finance

DATE: 08/24/2026

SUBJECT: 26-R-55 – Declaration of Official Intent to Reimburse for the Purchase of Capital Outlay Budgeted for FY2027

The City of Fayetteville enters into a Lease Purchase Agreement each year to finance large capital purchases, allowing the city to spread the cost of these purchases over five years rather than recognizing the full expense in the year the items are acquired.

For Fiscal Year 2027, the city budgeted $1,500,000 for capital purchases, including vehicles, machinery, and equipment for the IT Department, Police Department, Fire Department, Public Services Department, and Parks and Recreation Department.

The City typically waits until November, when property tax revenues are received, to begin purchasing these large-ticket items. However, in prior years, the city purchased one or two items earlier when favorable pricing became available or when an item was determined to be immediately necessary.

We anticipate finalizing the FY2027 Lease Purchase Agreement before November 2026. However, we would like to ensure that if any approved capital items are purchased before the agreement is finalized, the city may reimburse itself for those expenditures from the proceeds of the Lease Purchase Agreement.

RESOLUTION NO. 26-R-55

CITY OF FAYETTEVILLE
COUNTY OF FAYETTE
STATE OF GEORGIA

DECLARATION OF OFFICIAL INTENT TO REIMBURSE

This declaration (the "Declaration") is made pursuant to the requirements of the United States Treasury Regulations Section 1.150-2 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section.

The undersigned is authorized to declare the official intent of the City of Fayetteville, Georgia (the "Issuer") with respect to the matters contained herein.

1. **Expenditures to be Incurred.** The Issuer anticipates incurring expenditures (the "Expenditures") for Capital Item needs in the Police Department, the Fire Department, the Public Works Department, and the IT Department (the "Projects").

2. **Plan of Finance.** The Issuer intends to finance the costs of the Projects with the proceeds of debt to be issued by the Issuer (the "Borrowing"), the interest on which is to be excluded from gross income for Federal income tax purposes.

3. **Maximum Principal Amount of Debt to be Issued.** The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is $1,500,000.00.

4. **Declaration of Official Intent to Reimburse.** The Issuer hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

BE IT RESOLVED, that the Mayor and Council of the City of Fayetteville, Georgia do hereby authorize the declaration of official intent to reimburse.

[SIGNATURES ON NEXT PAGE]

SO RESOLVED, this 17th day of September 2026.

_____
Edward J. Johnson, Jr., Mayor

Attest:

_____
Chelsea Siemen, City Clerk

_____
Darryl Langford, Mayor Pro Tem

_____
T. Joe Clark, Council Member

_____
Emmett E. Spurlock, Council Member

_____
Shannon S. Moultrie, Council Member

_____
Niyah Glover, Council Member

FAYETTEVILLE
INTEROFFICE MEMORANDUM

FAYETTEVILLE CITY HALL
210 Stonewall Avenue West
Fayetteville, Georgia 30214
770-461-6029 Telephone
770-460-4238 Facsimile
www.Fayetteville-GA.gov

TO: Mayor and Council

VIA: Ray Gibson, City Manager

CC: Chelsea Siemen, City Clerk; and Lori Funderwhite, Economic Development Director

FROM: Melodie Green, Economic Development Coordinator

DATE: August 31, 2026

SUBJECT: **26-R-56 Bid Award (RFQ #EcDev26-03) and Contract Execution with Retail and Restaurant Recruitment Firm**

RECOMMENDATION

Staff recommend that City Council award the bid for RFQ #EcDev26-03 and authorize execution of the attached Consulting Agreement (Exhibit 1) with Terra Alma, LLC for Retail and Restaurant Recruitment Services.

BACKGROUND

The City's Economic Development Action Plan, adopted by City Council via Resolution 25-R-10, identified the need to secure a dedicated retail and restaurant recruitment firm to broaden the City's efforts to attract unique, chef-driven restaurant and boutique retail concepts. This contract fulfills that adopted strategy.

PROCUREMENT PROCESS

Staff conducted a competitive, multi-stage qualifications process to ensure the City selected the strongest available firm:

- **June 24, 2026** – RFQ #EcDev26-03 issued
- **July 10, 2026** – Deadline for vendor questions
- **July 14, 2026** – City issued formal written responses to all vendor questions
- **July 23, 2026** – Proposals due; **eight (8)** qualified firms responded
- **Evaluation** – A five-member evaluation committee — the Economic Development Director, Economic Development Coordinator, Assistant City Manager, City Manager, and the Chair of the Downtown Development Authority/Main Street Board —

independently scored and ranked all eight proposals against published criteria covering qualifications, relevant experience, project approach, and past performance
- **August 11, 2026** – The three highest-ranked firms were invited to interview before the full evaluation committee
- **August 12, 2026** – Terra Alma, LLC was notified as the top-ranked firm based on independent scoring and interview performance
- **August 14–28, 2026** – Contract negotiations conducted and concluded
- **September 17, 2026** – Recommendation presented to City Council for consideration

This structured, criteria-driven process — spanning nearly three months and evaluated independently by five city and DDA officials — ensured the recommendation reflects a rigorous and defensible comparison of all qualified respondents.

WHY TERRA ALMA

Terra Alma distinguished itself across every stage of the evaluation on the strength of:

- **Local, practitioner-led expertise** — An Atlanta-based boutique advisory firm with a hands-on team that has executed, not just advised on, retail and restaurant recruitment strategy for other Georgia municipalities
- **Relevant, comparable track record** — Direct experience curating chef-driven, unique concepts at Chattahoochee Food Works and Chamblee Tap & Market, and leading downtown retail strategy for the City of Lawrenceville and others
- **A data-driven approach paired with market access** — A structured, creative methodology backed by a proprietary database of local restaurateurs and retailers actively growing in the metro Atlanta market — giving the City direct lines to the kind of prospects Council has prioritized
- **Existing familiarity with Fayetteville** — Terra Alma has already worked in Fayetteville, meaning the firm begins this engagement with contextual knowledge of Fayetteville's market rather than a standing start

SCOPE AND ROLE

Under this agreement, Terra Alma will function as an extension of the Economic Development Department's staff capacity — not a one-time consultant, but an embedded recruitment partner over a three-year term. The engagement will focus on downtown Fayetteville and the Highway 85 commercial corridor, and includes:

- **Phase I (Months 1–3):** Retail market data collection, a Marketing and Feasibility Report, and a detailed Retail and Restaurant Recruitment Strategy
- **Ongoing:** Direct engagement with retail property owners, prospective retailers and restaurateurs, and City stakeholders to actively recruit and close deals aligned with Council's priorities

This structure gives the City sustained, hands-on recruitment capacity — leveraging Terra Alma's relationships and market intelligence to do the outreach and deal-sourcing work City staff does not currently have the bandwidth to perform in-house.

FISCAL IMPACT

- Phase I: $75,000 (one-time)
- Phase II–III: $4,166.67/month for the remainder of the three-year term (FY27–FY29), contingent on annual budget appropriation by City Council
- Budgeted within the FY27 Economic Development Department budget

STRATEGIC ALIGNMENT

This engagement directly advances the City's Retail and Hospitality target industry and complements ongoing efforts to grow Sports Tourism, building a more sustainable and diversified commercial base for Fayetteville. For these reasons, staff recommend Council award the RFQ bid and authorize execution of the Consulting Agreement with Terra Alma, LLC.

Attachment: Exhibit 1_ Retail and Restaurant Recruitment Consulting Agreement with Terra Alma LLC

RESOLUTION NO. 26-R-56

CITY OF FAYETTEVILLE
COUNTY OF FAYETTE
STATE OF GEORGIA

RESOLUTION TO AWARD RFQ #ECDEV26-03 BID AND TO ENTER INTO AN AGREEMENT WITH TERRA ALMA LLC FOR RETAIL AND RESTAURANT RECRUITMENT CONSULTING SERVICES

WHEREAS, the City of Fayetteville's Economic Development Action Plan was adopted on February 20, 2025 (Resolution 25-R-10) which recommended retaining a retail recruitment firm in order to enhance efforts to attract unique, chef-driven restaurants and local boutique retail concepts; and

WHEREAS, to execute this strategy recommendation, staff issued a public Request for Qualifications (RFQ) to identify qualified retail recruitment firms that would initially focus on Fayetteville's downtown district and Highway 85 commercial corridors; and

WHEREAS, the City received proposals from eight (8) qualified firms which were evaluated by a selection committee based on demonstrated experience, technical approach, and project team qualifications; and

WHEREAS, after careful evaluation, and in-person interviews, the selection committee chose Terra Alma LLC as the most qualified firm to assist with retail recruitment services; and

WHEREAS, the Mayor and City Council find that awarding RFQ bid #EcDev26-03 and entering into a Consulting Services Agreement with Terra Alma LLC for Retail and Restaurant Recruitment services is in the best interest of the City and its residents.

BE IT RESOLVED, that the Mayor and Council of the City of Fayetteville, Georgia do hereby approve the bid award and execution of the attached Agreement by the Mayor.

[SIGNATURES ON NEXT PAGE]

SO RESOLVED, this 17th Day of September, 2026.

_____
Edward J. Johnson, Jr., Mayor

Attest:

_____
Chelsea Siemen, City Clerk

_____
Darryl Langford, Mayor Pro Tem

_____
T. Joe Clark, Council Member

_____
Emmett E. Spurlock, Council Member

_____
Shannon S. Moultrie, Council Member

_____
Niyah Glover, Council Member

terra alma

RETAIL AND RESTAURANT RECRUITMENT CONSULTING AGREEMENT

This Consulting Services Agreement (this "Agreement") is made effective as of _____, 2026 ("Effective Date"), between The City of Fayetteville, Georgia, a Georgia municipal corporation ("City"), and terraalma, LLC ("Advisor").

RECITALS

Whereas, City issued RFQ #EcDev26-03 (Retail and Restaurant Recruitment) soliciting qualified firms to provide retail and restaurant recruitment services in support of the City's economic development goals, including downtown revitalization and redevelopment within the focus areas described in Exhibit A (Focus Areas Map) attached hereto and incorporated herein by this reference and commonly known as **Downtown Fayetteville and the Georgia Highway 85 / North Glynn Street corridor** (collectively, the "Focus Areas"); and

Whereas, City desires to obtain the services of Advisor for (i) market analysis and functional diversity diagnostics of the Focus Areas, (ii) retail and restaurant recruitment strategy development, and (iii) business attraction, operator curation, and recruitment execution within the Focus Areas, and Advisor desires to render such services;

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, the parties hereby agree as follows:

1. **Engagement.** Advisor shall have the following roles and responsibilities as described in Exhibit B (Scope of Work).

2. **Term.** This Agreement shall become effective on the Effective Date. Phase 1 (Diagnostic & Market Analysis), as described in Exhibit B, shall continue for a period of three (3) months from the Effective Date, subject to Section 6 of this Agreement. Upon City's written notice to proceed following delivery of the Phase 1 deliverables described in Exhibit B, this Agreement shall continue on a month-to-month basis for Phases 2-3 (Recruitment) services, subject to the termination provisions of Section 6. The parties will review the scope and direction of Phase 2-3 services at least thirty (30) days prior to the completion of Phase 1, should City have interest in proceeding. Once Phase 2 has commenced, City's engagement of Advisor for Phase 2 services shall carry a minimum six (6) month commitment, as described in Exhibit C, before either party may exercise the early termination right in Section 6. Phases 2 and 3 are to align with fiscal year for City and DDA and are subject to annual budget appropriation by City Council.

3. **Compensation, Fees and Reimbursements.** Advisor shall receive from City retainer fees in connection with its engagement under this Agreement as further described in Exhibit C.

3.1 Out of Pocket Expenses. Advisor's compensation, as outlined in this Agreement, covers advisory services only. All additional costs—including but not limited to, marketing, signage, branding, events, promotional materials, photography, videography, printed collateral, requested travel more than sixty (60) miles from the Focus Areas, and any other out-of-pocket expenses—shall be the sole

responsibility of City and are not included in Advisor's fee. These services may be coordinated by Advisor, with all associated costs reimbursed in full. Any expense which is the responsibility of City shall first be approved by City before such expense shall be incurred by Advisor.

4. Insurance Coverage.

Advisor shall procure and maintain, at its own expense, a commercial general liability policy, which insures Advisor against bodily injury, property damage, personal injury, and injury claims arising from the ownership, use, or operation in the Focus Areas, all on an occurrence basis and in an amount of not less than One Million Dollars ($1,000,000). The Advisor agrees to indemnify, defend, and hold harmless City due to the negligence of the Advisor, its agents, or employees. Coverage afforded City shall be primary and non-contributory.

5. Authority; Role of Advisor.

5.1 Advisory Services and Brokerage Services Distinguished

The services Advisor provides under this Agreement are advisory services, and Advisor's compensation for those services is limited to the fees set forth in Exhibit C. Advisor is separately licensed to provide real estate brokerage services in the State of Georgia and may, from time to time, represent property owners or prospective operators in leasing transactions. Any such representation is undertaken solely under a separate written agreement between Advisor and that private party, is outside the scope of this Agreement, and shall under no circumstance be compensated by City.

5.2 City and Authority Property — No Transaction Compensation

Advisor shall not solicit, accept, or be paid any commission, leasing fee, transaction fee, referral fee, or other transaction-based compensation of any kind in connection with any property owned, controlled, or ground leased by City, the Fayetteville Downtown Development Authority, or any other City authority, agency, or affiliated entity, whether such property is leased, subleased, ground leased, sold, or otherwise conveyed. Advisor's sole compensation with respect to such properties is the advisory fee set forth in Exhibit C. This Section applies to all such property, whether now owned or hereafter acquired, and survives the expiration or termination of this Agreement as to any transaction originating during the Term.

5.3 Privately Owned Property

With respect to privately owned property within the Focus Areas, Advisor's role under this Agreement is to support the City's recruitment objectives by introducing prospective operators to the property owner or the owner's representative. Where a property within the Focus Areas is listed by a listing agent, Advisor shall make a warm introduction of the vetted operator to the listing broker.

City shall not be obligated to pay, and shall not be asked to pay, any commission or transaction fee arising from a transaction on privately owned property, and no such compensation shall reduce, offset, or supplement the fees set forth in Exhibit C.

Where a property owner within the Focus Areas requests that Advisor represent the owner with respect to a property within the Focus Areas, Advisor shall (i) notify City of the request in writing

Advisor Initials _____
City Initials _____

before Advisor proceeds and (ii) assign representation to a licensed member of Advisor's team other than the individual serving as City's primary advisor under this Agreement, who shall not serve as the listing agent of record for that property.

5.4 Disclosure and Independence of Recommendations

During the Term, Advisor shall maintain, and shall provide to City with each monthly report delivered under Exhibit B, a current schedule identifying every property within the Focus Areas in which Advisor holds a listing, representation, ownership, or other compensable interest. Advisor's recommendations to City concerning operators, tenant mix, site priorities, and recruitment sequencing shall be made on the merits of the recommendation and without regard to whether Advisor holds any such interest.

5.5 Non-Solicitation of Owner Representation within the Focus Areas

During the Term, Advisor shall not solicit listing, marketing, or owner-representation engagements from property owners within the Focus Areas. Responding to an unsolicited request from a property owner, or discussing deal structure, tenant improvement allowances, rent structuring, or other terms at City's request, does not constitute solicitation under this Section. Where a property owner independently requests owner-representation services from Advisor, Advisor may accept that engagement subject to Section 5.3. Nothing in this Section limits Advisor's ability to advise City, or to advise property owners at City's request and without separate compensation, in furtherance of the City's recruitment objectives under this Agreement.

6. Early Termination. Any Party may elect at any time to give the other Parties written notice of its intention to terminate the Term voluntarily, which shall not, solely due to such action, be deemed a breach of this Agreement and shall be effective upon the expiration of thirty (30) days after written notice is delivered, unless another period of time is agreed to in writing by the Parties. Notwithstanding the foregoing, once Phase 2 (Recruitment) services have commenced, neither party may exercise this early termination right prior to completion of the six (6)-month minimum commitment described in Section 2 and Exhibit C, except in the case of material breach by the other party.

7. Notices. Any notice, communication, request, reply or advice (hereinafter, severally and collectively for convenience, called "notice"), in this Agreement provided or permitted to be given, or otherwise given, made or accepted by either party to the other party must be in writing and should, unless otherwise herein expressly provided, be given or served by recognized courier service with signed receipt or by United States mail, postage prepaid and certified return receipt requested and addressed to the party to be notified. Notice shall be effective on the date received or refused. For purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Advisor: Edie Weintraub
terraalma, LLC
3531 Castleberry Road
Cumming, Georgia 30009
Email: edie@terraalma.com
Phone number: 404-451-9631

Advisor Initials _____
City Initials _____

If to City: City of Fayetteville, Georgia
Attn: Lori Funderwhite, Director
of Economic Development
Economic Development Dept.
210 Stonewall Avenue West
Fayetteville, GA 30214
Email: lfunderwhite@fayetteville-ga.gov
Phone: 770-719-4175

8. Miscellaneous.

8.1 Entire Agreement. Except as otherwise set forth herein, this Agreement contains the entire agreement between the parties with respect to the subject matter thereof and supersedes all prior understandings, if any, with respect thereto. This Agreement may not be modified, changed or supplemented, and no obligation hereunder may be waived, except by a written instrument signed by the party against whom the enforcement of any waiver, change, modification or discharge is sought or by its agent duly authorized in writing or as otherwise expressly permitted herein.

8.2 Severability. If any provision of this Agreement or application to any part or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be enforced to the fullest extent permitted by law.

8.3 Compliance with Laws. City and Advisor agree that recruitment and leasing activity within the Focus Areas will comply with applicable fair housing, public accommodation, and procurement laws and regulations. It is understood that it is illegal for either City or Advisor to refuse to recommend, lease, or sell space to any person because of race, color, religion, national origin, sex, marital status, or disability.

8.4 Relationship. Nothing contained in this Agreement shall be construed to create a relationship of employer and employee between Advisor and City, it being the intent of the parties hereto that the relationship created hereby is solely that of an independent contract. Nothing contained herein shall be deemed to constitute City and Advisor as partners or joint venturers. Although, from time to time individuals who work for Advisor may be licensed attorneys, Advisor does not provide legal services for City, and City will not look to Advisor for legal advice nor rely on any advice of Advisor's employees as legal advice. City will hold Advisor harmless and hereby releases Advisor from all claims related to (i) the failure of City to seek legal counsel or (ii) actions or inactions of legal counsel used by City (including counsel recommended by Advisor). Advisor does not warrant or guarantee (i) the accuracy or sufficiency of information provided by third parties to City or to Advisor for presentation to City, (ii) the accuracy or sufficiency of any physical assessment of and/or cost estimates related to any Agreement, City acknowledging that the physical assessment of and cost estimates related to all

Advisor Initials _____
City Initials _____

Agreements is the responsibility of City, or (iii) the profitability of any operation opened at the Focus Areas, as the ultimate evaluation of each recruitment, lease, or business decision is to be made by City.

8.5 Attorney Fees. The non-prevailing party shall pay all reasonable attorney's fees, costs and expenses incurred by the prevailing party in enforcing the provisions of this Agreement, whether the lawsuit or other action was commenced by City or Advisor.

8.6 Confidentiality. During and after the term of this Agreement, Advisor covenants to treat all information, plans, marketing schemes which relate to the Focus Areas as confidential and Advisor shall not share such matters with any other person or entity, except as required in the provisions of services under the Agreement, without first obtaining City's prior written consent. Such covenant to survive the termination or expiration of this Agreement.

8.7 Assignment. City may not assign this Agreement in whole or part to any successor entity without the prior consent of Advisor. This Agreement is not assignable in whole or in part by Advisor, nor may Advisor subcontract in whole or in part any of its duties or responsibilities hereunder to any third parties, except for entities controlled by or under common control with Advisor, or the subconsultants identified in Exhibit B, without City's written consent.

8.8 Protection of Advisor Work Product.

Advisor's operator pipeline, prospect lists, outreach records, vetting materials, and related research constitute Advisor's proprietary work product and are licensed to City for use in connection with the Focus Areas. City shall not distribute such materials to third parties for the purpose of engaging another firm to perform recruitment services within the Focus Areas without Advisor's prior written consent. This Section imposes no payment obligation on City beyond the fees set forth in Exhibit C. Such covenant to survive the termination or expiration of this Agreement.

SIGNATURES ON NEXT PAGE

Advisor Initials _____

City Initials _____

IN WITNESS WHEREOF, City and Advisor have executed this agreement in duplicate originals on the date set forth below, effective as set forth above.

Advisor:

BY:_____

NAME:_____

DATE: _____

City of Fayetteville:

BY:_____

NAME: _____

DATE: ____

Downtown Development Authority of the City of Fayetteville:

BY:_____

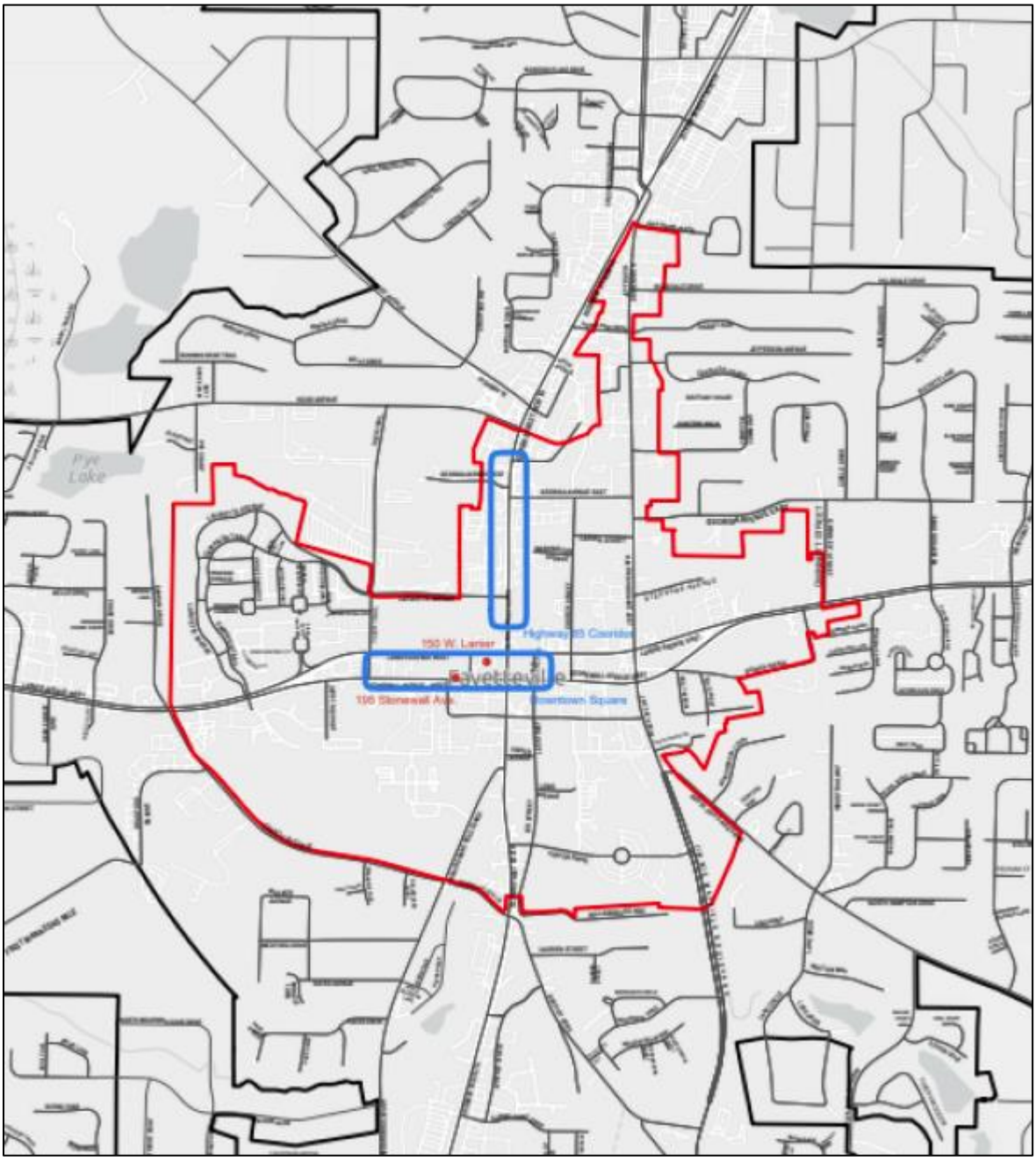
NAME: _____

DATE: _____

Advisor Initials _____
City Initials _____

Exhibit A - Focus Areas Map (Two Focus Areas)

Map of Fayetteville's Downtown District including
Highway 85 / North Glynn Street Commercial Corridor



Advisor Initials _____
City Initials _____

Exhibit B

Fayetteville Retail and Restaurant Recruitment Initiative
Scope of Work

Phase 1 – Diagnostic & Market Analysis (3 Months)
Advisor shall lead and coordinate this phase, with the following partner support:

- **Property & Void Analysis (terra alma + Monica Hagewood, CRE / Strata):** To date property list noting property address from City (City will pull from CoStar, but update with staff knowledge of recently approved projects), ownership, contact information aggregate by City to be shared with Advisor.
- **Retail Market Research:** Conduct demographic and trade-area analysis (including ESRI Tapestry Segments) to define target resident and visitor avatars for the Focus Areas.
- **Functional Diversity Diagnostic (Rhize Urban Strategy / Hannah Greening):** Map current ownership and vacancies across the Focus Areas; identify gaps in the current retail and restaurant mix. Evaluate current land use, economic resilience, continuity, activity, physical conditions, and community stewardship/governance across Downtown/Main Street and the Highway 85/North Glynn Street corridor, including parcel-frontage mapping for both corridors.
- **Market & Feasibility Advisory (Monica Hagewood, CRE / Strata):** Market gap analysis, demand and feasibility screening for catalytic sites, town-level placemaking read, and public-private partnership structuring advisory.
- **Qualitative Interviews:** Mix of survey and in-person interviews of City officials, property owners, and residents to identify strengths, weaknesses, and recruitment opportunities.
    - **Landlord Buy-In (terra alma + Rhize Urban Strategy/Hannah Greening):** Schedule meetings with landlords (with support from the city officials) to understand their perspectives/priorities, explain vision for Downtown Fayetteville.
- **Recruitment Strategy:** Synthesize the above into a retail and restaurant recruitment strategy for the Focus Areas, including target operator categories, recommended tenant mix, and prioritized next steps, retail merchandising plan, and target tenants.
- **Storyboard Meeting:** Digest data from phase 1 and translate into presentation to ensure vision alignment with city officials and other key stakeholders, which includes attending and presenting at the Downtown Development and Mainstreet Board Meeting.

Advisor Initials _____
City Initials _____

- Activation + Events (review of same with current events/programming team). Advisor will NOT be responsible for organizing Activations or Events, but will offer guidance on same.

Phase 1 Deliverables: Property & Void Analysis Report; Functional Diversity Diagnostic (Downtown/Main Street and Highway 85/North Glynn corridors); Market & Feasibility Memo; Activation and Events recommendations (Small Wins); Retail and Restaurant Recruitment Strategy.

Phase 2 – Recruitment (Advisor-Led, upon City's Written Approval to Proceed)

Upon City's written approval of the Phase 1 recruitment strategy, Advisor shall provide the following services on a month-to-month retainer basis:

- **Direct Operator Outreach:** Recruit prospective retail and restaurant operators against terra alma's proprietary network of local makers, independent restaurant, retail, and entertainment operators and beyond.
- **Deal Facilitation:** Introduce and coordinate discussions between prospective operators and property owners within the Focus Areas.
- **Ongoing Strategy Execution:** Refine and execute the Phase 1 recruitment strategy as market conditions and Focus Area priorities evolve.
- **Reporting:** Provide City with open access to and monthly reporting on outreach activity, prospect pipeline, and placements.
- **Support Ideation of Pop-Up & Incubator Pilot:** 2 activations (food truck rally, night market, or micro food hall showcase).
- **Brokerage Support**: tours, draft LOIs, negotiation guidance for DDA or City-owned properties.

Advisor to supervise all work and prepare all materials for City's approval.

Advisor Initials _____

City Initials _____

Exhibit C

Retainer + Fees

Fee Type	Amount	Due Date / Terms
Phase 1	$35,000	Due at engagement execution
Phase 1b	$20,000	Due upon delivery of the Property & Void Analysis Report and the Functional Diversity Diagnostic (Downtown/Main Street and Highway 85/North Glynn corridors)
Phase 1c	$20,000	Due upon delivery of the Market & Feasibility Memo and the final Retail and Restaurant Recruitment Strategy (completion of Phase 1)
Phase 1 Total	*$75,000*	—
		Phases 2 and 3 to align with fiscal year for City and DDA subject to annual budget appropriation by City Council.
Phase 2 (FY27)– Recruitment (terra alma), month-to-month	$4,166.67 / month	Due monthly, beginning upon City's written notice to proceed to Phase 2 with Minimum Six (6) Month Commitment to Execute on Strategy
Phase 3 (FY28–FY29) Recruitment (terra alma), month-to-month	$4,166.67 / month	Due monthly, beginning upon City's written notice to proceed to Phase 3 with Minimum Twelve (12) Month Commitment to Execute on Strategy

Advisor Initials _____
City Initials _____

FAYETTEVILLE
INTEROFFICE MEMORANDUM

FAYETTEVILLE CITY HALL
210 Stonewall Avenue West
Fayetteville, Georgia 30214
770-461-6029 Telephone
770-460-4238 Facsimile
www.Fayetteville-GA.gov

TO: Mayor and City Council

CC: Ray Gibson, City Manager
Chris Hindman, Assistant City Manager

FROM: Robin Cailloux, Director Community Development

DATE: August 27, 2026

SUBJECT: Comprehensive Plan Contract Amendment

Recommendation:
Staff recommends that City Council approve the contract amendment for the Comprehensive Plan consulting services with Blue Cypress Consulting, with an increase in maximum fee to $160,960.

Background:
The City Council has identified top priority projects for City Staff to execute. Of these, several are assigned to the Community Development Department, including:

- Downtown vision plan
- Highway 85 corridor overlay
- Annexation strategy
- Priority multi-use path links
- Gateway signage

While these projects are underway, the Community Development Department is also tasked with updating the city's Comprehensive Plan and revising the UDO to align with the vision established in the City's Comprehensive Plan.

Staff has aligned the schedules of these projects to ensure all plans are completed on time and in a way that the results of each plan are incorporated into the other plans, as appropriate. For example, the Annexation Strategy scenarios will be presented to the public during the same timeframe as the Comprehensive Plan draft land use plan will be presented to the public. This ensures that none of the plans conflict with each other and that the public has multiple opportunities to see how all of the city's plans fit together into a unified vision.

When the original Comprehensive Plan consulting services with Blue Cypress was written, some of the city staff time was allocated to direct material development and meeting facilitation in addition to project management and consultant oversight. For example, rather than having the consultant facilitate all the Steering Committee meetings, several meetings were planned to be

facilitated by city staff instead. Staff is requesting that additional services be provided by Blue Cypress to free up city staff time to manage the multiple projects prioritized by City Council. Please note that while staff is requesting additional services to be completed by the consultant, city staff and the Steering Committee will continue to have direct input into the content of the Comprehensive Plan and public outreach materials.

The revised scope of services provides the additional services from Blue Cypress Consulting:

- Consultant facilitation of all Steering Committee meetings
- Converts two of the four roundtable discussions to in-person meetings with the consultant facilitation (the other two will remain virtual and be facilitated by the consultant)
- Adds three more leadership interviews to total of seven interviews
- Converts two of the three planned community outreach events from being facilitated by city staff to consultant staff
- Adds three additional months of project management meetings due to the extension of the deadline granted to the city by the Georgia Department of Community Affairs.
- Adds consultant attendance to the second planned public meeting

The additional cost for these services is $29,400 for a total lump sum contract of $160,960. Because this amount is over 10 percent of the original contract cost, City Council approval is required.

Attached to this memo is the revised contract, which includes the additional scope of services.

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RESOLUTION NO. 26-R-57

CITY OF FAYETTEVILLE
COUNTY OF FAYETTE
STATE OF GEORGIA

RESOLUTION OF THE CITY OF FAYETTEVILLE TO APPROVE THE REVISED CONTRACT WITH BLUE CYPRESS CONSULTING FOR THE 2027 COMPREHENSIVE PLAN

WHEREAS, the City of Fayetteville ("City") is required under O.C.G.A. § 36-70-1 et seq. and the rules and regulations of the Georgia Department of Community Affairs to maintain and periodically update a comprehensive plan consistent with the Minimum Standards and Procedures for Local Comprehensive Planning; and

WHEREAS, the City's current Comprehensive Plan was last updated in 2022, and the City has determined that a comprehensive update is necessary to reflect current conditions, community priorities, land use patterns, and projected growth withing the next 20-years; and

WHEREAS, the City issued a Request for Proposals RFP PZ740-01 on April 29, 2026 seeking qualified firms to provide professional planning services for the Comprehensive Plan Update; and

WHEREAS, the City awarded the bid to Blue Cypress Consulting on June 18, 2026; and

WHEREAS, the Mayor and City Council support the efficient use of city staff time and resources, and to use professional consulting services to assist with the timely delivery of all Council-identified priority projects; and

WHEREAS, the Mayor and City Council find that amending the Professional Services Agreement with Blue Cypress Consulting for the Comprehensive Plan to include additional services is in the best interest of the City and its residents.

BE IT RESOLVED, that the Mayor and Council of the City of Fayetteville, Georgia do hereby approve amending the consulting services contract with Blue Cyress Consulting for the 2027 Comprehensive Plan.

[SIGNATURES ON NEXT PAGE]

SO RESOLVED, this 17th Day of September, 2026.

_____
Edward J. Johnson, Jr., Mayor

Attest:

_____
Chelsea Siemen, City Clerk

_____
Darryl Langford, Mayor Pro Tem

_____
T. Joe Clark, Council Member

_____
Emmett E. Spurlock, Council Member

_____
Shannon S. Moultrie, Council Member

_____
Niyah Glover, Council Member

5 UNDERSTANDING OF PROJECT & APPROACH

PROJECT UNDERSTANDING

The City of Fayetteville is seeking a consultant to lead the five-year update to its Comprehensive Plan. This plan update process should assess and factor in changing demographic and development trends, account for population shifts, and reflect priorities and goals of the Fayetteville community. As major employers and visitor attractions, such as Trilith and U.S. Soccer, continue to locate in and around the community, Fayetteville will attract more residents and visitors alike, so the Comprehensive Plan must respond to the evolving needs of the community, including attainable housing, retail and services, and more, while furthering smart growth.

The planning process should build upon recently completed and concurrent planning efforts, including the City's current comprehensive plan, planning and placemaking initiatives for Fayetteville's Downtown Livable Centers Initiative, adjoining community plans, the concurrent Fayette County Comprehensive Plan and Comprehensive Transportation Plan Updates, the Economic Development Action Plan, and recent development approvals. The plan update process should include robust and innovative public engagement that reflects the diverse voices of the community. The community outreach process must incorporate new and long-standing voices of the city. A robust existing conditions and trends analysis, along with a robust community engagement process, will identify community needs, opportunities, and goals for future development growth.

The plan should follow state policies for comprehensive housing, including requisite hearings, steering committee membership and activities, and meeting requirements for community vision, goals, needs, action planning, and substantive technical elements.





OVERALL PROJECT APPROACH

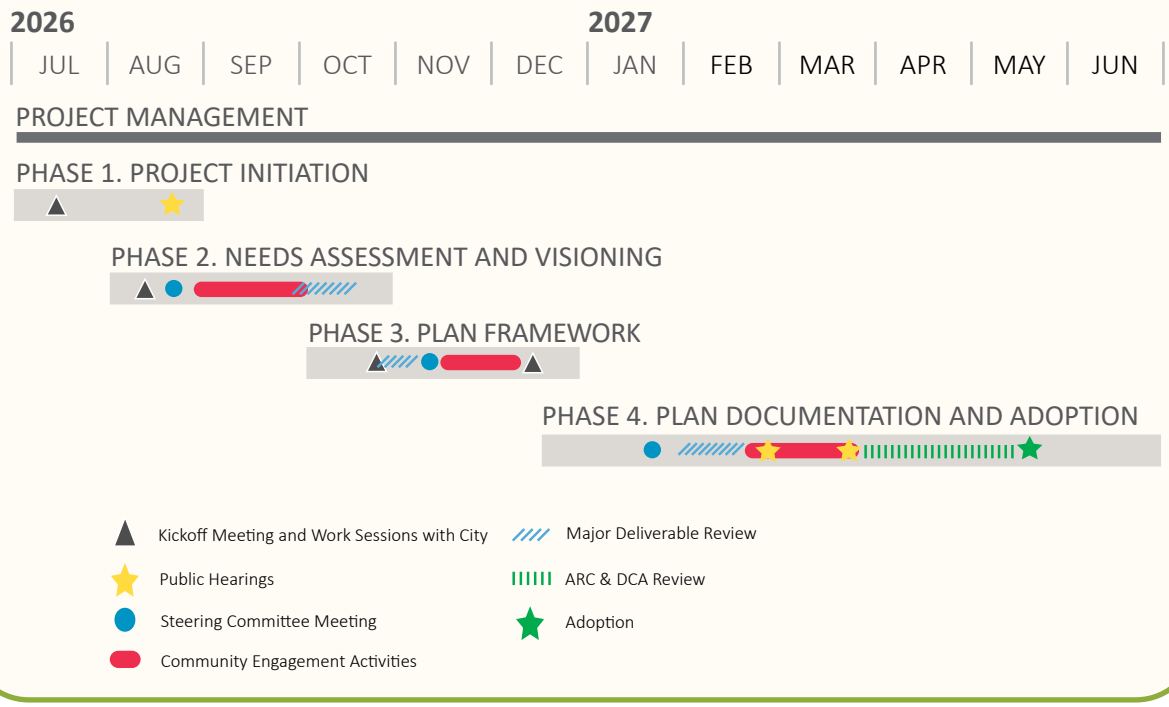
Approach Overview

Blue Cypress proposes a multi-layered and iterative approach for the plan update process. Our team will study different factors informing future growth needs, including demographics, land use policy and development, infrastructure, jobs and employment trends, the local transportation network, the environment, and technology (broadband). We will use this information to help educate and inform the public, collect information, and create an iterative feedback loop to the plan update process. We'll achieve these outcomes through four key phases carried out of the course of 12 months:

- **Phase 1: Project Initiation (July to August 2026)**: Phase 1 will focus on setting a strong foundation for the plan, including a planning team kick-off meeting, engagement start-up activities, collection of data and plans, and establishment of project protocols.
- **Phase 2: Needs Assessment and Visioning (August to October 2026)**: Phase 2 will focus on assessing trends and changes from the last plan update. We'll access data and plans and collect information from community leaders, implementation partners, and the community to understand the universe of needs and opportunities and priorities and shifts for local growth and development.
- **Phase 3: Plan Framework (October 2026 to December 2027):** Phase 3 will distill technical analysis and community input into framing elements of the plan update, including refinements to Community Goals and Vision, priority needs for the 5-year work program, and updates to the Future Land Use Plan.
- **Phase 4: Plan Documentation and Adoption (December 2026 to June 2027)**: Phase 4 includes compiling the updated plan document, vetting the plan with the community prior to a 3-month window for regional/state review, adoption, and final deliverables.

Our proposed schedule for carrying out these four phases is shown below. The next page includes an overview of engagement and project management activities, followed by detailed descriptions of each of the 4 phases, including deliverables, assumptions, and team roles in each phase.

Proposed Project Schedule



Stakeholder and Community Engagement Overview

Stakeholder and community participation is an integral component to the planing process. Blue Cypress proposes the following core engagement activities, which are interwoven in Phases 1 through 4 and further detailed in the those sections and will be guide by Task 1.3.

- **Public Hearings** – Three public hearings will be held: 1 at kickoff (City Council) and 2 ahead of plan transmittal for regional/state review (Planning & Zoning Commission and City Council). The team will also present a mid-plan update at a City Council meeting to share plan progress and next steps.
- **Project Website and Communications** – Blue Cypress will develop a standalone website to ease information sharing, provide online input opportunities, and facilitate a plan outreach list. The website will be updated throughout process to reflect plan update. The team will also create communications materials to support input/education during each planning phase.
- **Interviews** – We will conduct ten one-on-one meetings with elected officials, staff involved in infrastructure and growth planning, and the Planning & Zoning Commission.
- **Developers Focus Group** – We will facilitate a discussion with developers to inform plan needs.
- **Steering Committee Meetings (3 total)** – Three core meetings will be held with the Steering Committee. Blue Cypress will also coach Steering Committee members to promote the plan and conduct outreach within their networks.
- **Community Visioning Survey** – The survey will extend the reach of the Phase 1 outreach to hear from a broad cross-section of the community regarding needs, opportunities, and vision for land-use and growth-related topics, including housing, access to commercial and community services, and more.
- **Public Meetings (3)** – Three public meetings held during Phases 2 through 4 to inform, respectively, needs and opportunities, feedback on vision, goals, priorities, and future land use policy, and the draft plan.
- **Community Booth/Intercept Materials** – Blue Cypress will prepare materials for further public input during each phase of the plan's update. Items to include informational items and input activities that can be displayed at City Hall and/or brought to meetings/events by City staff or Steering Committee members.

Project Management Approach

Solid project management is fundamental to a well-executed planning process and implementable plan. For your comprehensive plan update, we will execute the following project management strategies to deliver a quality plan:

- Develop and execute a **detailed project schedule** at project kickoff, inclusive of anticipated meeting weeks, deliverable dates, and review periods, to ensure that the plan update process stays on track.
- Schedule and hold **biweekly Project Management meetings**. Every other meeting will include a broader cross-section of the team, with the 2nd meeting of the month to be comprised of the City and consultant project manager for efficiency.
- Provide **monthly progress reports and invoices**, allowing the City to track progress, milestones, and budget.
- Execute a **quality control program** for all public-facing items and deliverables that include the original author, task lead review, and City review. Quality control for major deliverables will include review by the principal, project manager, and senior advisor.
- Establish clear **project team communications protocol** at project kickoff and a **SharePoint site** for seamlessly sharing files between the City and Blue Cypress team.
- Use of **secure AI processes to facilitate preliminary** summaries and takeaways from community and stakeholder input and plan review, creating efficiencies in process. AI supported tasks will serve as preliminary work and be updated by team staff.

Project Management Deliverables

- Project Management Meetings agendas and summaries
- Monthly progress reports and invoices
- Project SharePoint site for sharing interim files and deliverables for City review and co-collaboration

Project Management Assumptions

- Biweekly Project Management meetings will be held virtually via Teams or Zoom

Team Members Supporting Project Management

- Caroline Evans, AICP
- Amanda Hatton, AICP
- Ansley Belton, AICP

PHASE 1: PROJECT INITIATION

July 2026 - August 2026

Blue Cypress finds that the first 6 to 8 weeks of a project is critical to achieving a project schedule and establishing a strong plan foundation. This period allows us to set up protocols for project management with the City, complete important project initiation tasks, and establish a strong cadence of working together.

1.1 Kickoff Meeting

The Kickoff Meeting is an opportunity for the City to clarify needs for tasks, key goals, and issues to be anticipated for the planning process. We will also discuss schedule, deliverable and meeting dates, data/plan needs, and engagement startup tasks.

1.2 Project Style Guide and Templates

The project style guide will include fonts, colors, graphic elements, and a project logo to help build project awareness and familiarity through the process. Blue Cypress will offer options for selection by the Project Management Team and use throughout the project. In addition to project styles, our team will set templates for Word, PowerPoint, and InDesign files. This allows us to build plan materials in a consistent and recognizable format throughout the plan's update process.

1.3 Community Engagement Plan

The Community Engagement Plan will establish goals for community engagement, identify engagement audiences and ways different groups will be engaged, establish activities and events, establish communications coordination processes between the Project Management Team and City communications, and establish team roles. To facilitate clarity around engagement details, our team recommends a 30-minute follow-up meeting to the kickoff to discuss engagement and communications protocols including City Community Development and Communications staff.

1.4 Stakeholder Identification

We will work with the City to develop a stakeholder list for interviews, focus groups, Steering Committee participation, and potential outreach. Establishing this list early on helps us meet project schedule.

1.5 Communications and Website Setup

Blue Cypress will develop a standalone website to serve as the hub for public information and engagement during the planning process. This site will host educational material, draft materials for public review, an embedded plan-specific outreach list, and a starting point for engagement. Blue Cypress will host the page on Wix.

1.6 Data Request and Collection

At the kick-off meeting, Blue Cypress will provide a list of GIS data, plans, and other data needed to inform Phase 2. Receiving data and information in a timely manner is critical to maintaining the schedule for technical analysis and engagement work.

1.7 Base Maps

The base map will serve as the basis for mapping tasks. We will create a document size (8.5x11 format) and large version (30x40) for the community engagement purposes. Base maps will be reviewed and approved by the City.

1.8 Public Kickoff Hearing

Blue Cypress will provide a brief plan update process presentation at a Public Kickoff Hearing before City Council. The kickoff will meet state planning requirements.

Phase 1 Deliverables

- Kick-off meeting materials
- Style guide and project logo (draft and final)
- Templates for Word files, PowerPoint, and InDesign
- Stakeholder list (co-created with City)
- Website hosting, URL, and startup content
- Data request
- Draft and final base maps (document size and board size)

Phase 1 Assumptions

- Kick-off meeting will be held virtually

Team Member Roles in Phase 1 Tasks

- Caroline Evans, AICP - 1.1, 1.3
- Amanda Hatton, AICP - 1.1, 1.2, 1.3, 1.4, 1.6, 1.7, 1.8
- Ansley Belton, AICP - 1.1, 1.2, 1.4, 1.5, 1.6, 1.7
- Paige Hatley, AICP - 1.1, 1.6
- Courtney Reeder - 1.3, 1.4, 1.5
- Emily Walker, AICP - 1.2, 1.3, 1.5, 1.6, 1.7
- Monica Klinkmueller - 1.2, 1.3

PHASE 2: NEEDS ASSESSMENT AND VISIONING

August 2026 - October 2026

Phase 2 focuses on assessing the current Comprehensive Plan and current trends, building an understanding of community needs and opportunities, and identifying areas of the plan that require refinement, with particular focus on future land use policy. This phase includes a planning team work session, assessment of trends and conditions, and the first round of engagement activities.

2.1 Plans Review

The team will start by reviewing the City's current Comprehensive Plan and other plans completed since the last plan update. Our goal is to build upon these plans and integrate their policies and priorities into the Comprehensive Plan. We will also coordinate closely with the City's ongoing impact fee program and the County's concurrent Comprehensive [CE8.1][AH8.2]Transportation Plan and County's concurrent Comprehensive Plan Update to align across initiatives.

2.2 City Work Session

The team will visit the City to have an in-person work session. The meeting will provide an opportunity to discuss the effectiveness and improvement areas for the current plan in a collaborative setting. The meeting can also be used to convene leadership from other departments that are impacted by or influence growth and development to hear their top priorities and concerns.

2.3 Existing Conditions and Trends Assessment

Our team will explore a series of factors to understand changing patterns in the population, economic conditions, and development trends. Our team will utilize the latest Census estimates, locally collected data, and information assessed and reported by the Atlanta Regional Commission and state.



Demographics - Our team will access changes to Fayetteville's demographics compared to Peachtree City, Tyrone, one other similarly sized peer community, and the region. This assessment will provide insights to potential needs to accommodate different ages and lifestyles. Data points will include age, household income, educational attainment, race, and ethnicity.



Housing – We will assess recent housing trends, housing age and costs, and gaps in housing types and costs. Our team will review the Unified Development Ordinance and current zoning to identify policy barriers to housing development.



Land Use Patterns and Trends – The team will review existing development trends, permit data, and the balance of land uses. We will assess opportunities for change and areas unlikely to change in coordination with stakeholder interviews. The team will also do a high-level review of the Unified Development Ordinance in consideration of possible policy adjustments.



Transportation – The transportation analysis will build up on the current Comprehensive Plan and countywide Comprehensive Transportation Plan, considering travel patterns, connectivity, and daily traffic in and out of the city. Special consideration for increased visitors and truck traffic will be factored in.



Infrastructure Assessment – The team will consider existing sewer and water capacity and how that may inform future growth. We will also consider broadband and technology access.

Economic Development Context – We will complete a focused review of major economic development initiatives in the city to help align future land use policy with growing activity centers and corridors.

Natural Resources and Environmental Criteria – We will review local ordinances for consistency with the state environmental planning criteria for water supply watersheds and wetlands. Our analysis will also explore vulnerabilities to increased climate impacts, such as flooding or heat, and identify potential opportunities for open space protection and green infrastructure.

2.4 Stakeholder Engagement

Discussions with community leaders and implementation partners will set a strong foundation to the plan update. These meetings will help assess the effectiveness of current plan, areas for plan refinement, and needs and opportunities for future growth and development. Through these discussions, a preliminary list of needs and opportunities will be identified along with an understanding of updated needs for framing elements of the comprehensive plan. These discussions, along with the first Steering Committee meeting will set a foundation for public engagement activities and events.

- **2.4.1 Interviews** – The team will carry out up to 10 one-on-one interviews with City Council, the City Manager, the Planning and Zoning Commission Chair
- **2.4.2 Developer Focus Groups** – We will conduct one focus group with the Fayetteville development community. As important partners in achieving the vision for land use, this meeting will provide helpful insight to challenges and opportunities.
- **2.4.3 Steering Committee Meeting 1** – The first steering committee will provide a plan overview, a SWOT-like analysis, and share information about upcoming public input activities. This meeting will provide an opportunity to collect input on areas of the Future Land Use Plan that require further focus and refinement as a part of plan update process.

2.5 Community Engagement

Community engagement activities during this phase will include the following.

- **2.5.1 Public Visioning Workshop** – An in-person public meeting will provide an opportunity for community visioning, feedback on the current comprehensive plan, and tradeoff discussions on need areas.
- **2.5.2 Visioning Survey** – A community survey will collect input on community vision, goals, needs and opportunities related to growth and development, and identify potential projects and policy changes.
- **2.5.3 Community Booth/Intercepts** – The Blue Cypress team will prepare materials for community booth/intercepts to be held during this phase. Blue Cypress will support one event and provide materials for the City and Steering Committee to share and collect information at other meetings and events.
- **2.5.4 Communications Items** – To promote input activities, we will develop social media content, hard-copy flyers or handouts, a press release, and newsletter blurb.

Phase 2 Deliverables

- Existing Conditions and Trends Memo
- Summary Memo of Interviews and Focus Group key themes, needs and opportunities, and Comprehensive Plan work session.
- Steering Committee Meeting 1 materials and minutes
- 2.5 Materials
- 2.5 Community Activities/Input Summary

Phase 2 Assumptions

- 2.2 City Work Session will last no more than 2-3 hours

Team Member Roles in Phase 2 Tasks

- Caroline Evans, AICP - 2.3
- Amanda Hatton, AICP - 2.2, 2.3, 2.4, 2.5
- Ansley Belton, AICP - 2.1, 2.2, 2.3, 2.4, 2.5
- Paige Hatley, AICP - 2.1, 2.2, 2.3, 2.4, 2.5
- Courtney Reeder - 2.1, 2.3, 2.4, 2.5
- Emily Walker, AICP -2.1, 2.2, 2.3, 2.5
- Monica Klinkmueller - 2.5

PHASE 3: PLAN UPDATE FRAMEWORK

October 2026 - December 2026

The Plan Update Framework phase will provide an important period for vetting Comprehensive Plan update refinements. Based on findings and information collected during Phase 2, Blue Cypress will update framing elements of the plan for refinement with City staff and reviewing with the Steering Committee and community members through a second round of engagement. This iterative approach will communicate what we heard during Phase 2 activities and how that feedback is shaping the plan.

3.1 Vision, Goals, and Priorities Draft

Using information collected during Phase 2, we'll update the City's vision and goals for future development. We will also draft a list of priorities as it relates to different substantive elements of the plan. These priorities will form the foundation for the community work program.

3.2 Future Land Use Map and Policy Updates

Our team will use this time to make updates to the Future Land Use (FLU) map and policy direction. Based on direction from the Project Management Team, stakeholder and community input, and the assessment findings, we will mark up the map to show proposed areas of change, such as boundary tweaks and re categorization of future land use categories. We anticipate having ongoing discussions with the Project Management Team throughout this phase to update the map and associated policies in accordance with the community's vision.

3.3 Vision, Goals, and FLU Updates Work Session

The project team work session will be a collaborative session to discuss draft FLU map updates, vision, goals, priorities, and preliminary framework for the Community Work Program. The input collected will help refine the information for sharing and collecting input at the Steering Committee Meeting 2 and subsequent online public input window.

3.4 Steering Committee Meeting 2

The second Steering Committee meeting will focus on draft updates to core plan elements. The meeting will focus on reviewing priority needs and opportunities, FLU map and policy updates, and sharing information about the next public input period.

3.5 Plan Framework Engagement Activities

For the second round of engagement, our team recommends an online input period to share draft progress on the plan, report back on input collected, and gain input on plan direction.

- **3.5.1 Plan Progress Public Meeting** – Blue Cypress recommends a virtual meeting at this juncture in the process supported by an online input tool.
- **3.5.2 Input Station at City Hall** – The team will prepare a Comprehensive Plan input station for City Hall that shares back information collected and how it has been incorporated into preliminary draft plan elements. The City Hall station will be educational and will direct community members to a hard copy input form and online input opportunity.





- **3.5.3 City Council Briefing** – Blue Cypress will present a plan update at one City Council meeting to report on input collected, anticipated changes to the plan, and updates on next steps.
- **3.5.4 Communications Items** – To promote input activities, we will develop social media content, hard-copy handouts, a press release, and newsletter blurb.

3.6 Community Work Program Work Session

A final work session with the project team during Phase 3 will review the draft Community Work Program and discuss any shifts that may be needed based on public input.

Phase 3 Deliverables

- Work Session Minutes with Decision Points
- Steering Committee Meeting 2 Minutes
- 3.5 Materials
- 3.5 Community Activities/Input Summary
- Draft and Revised Future Land Use Map
- Draft and Revised Community Vision, Goals, and Needs and Opportunities
- Draft and Revised Community Work Program and Report of Accomplishments

Phase 3 Assumptions

- Work sessions will be held virtually and be combined with a regularly scheduled project management meeting
- 3.5.1 Plan Progress Public Meeting will be held virtually

Team Member Roles in Phase 4 Tasks

- Caroline Evans, AICP - 3.1
- Amanda Hatton, AICP - 3.1, 3.2, 3.3, 3.4, 3.5, 3.6
- Ansley Belton, AICP - 3.1, 3.2, 3.3, 3.4, 3.5, 3.6
- Paige Hatley, AICP - 3.1, 3.2, 3.3, 3.4, 3.6
- Courtney Reeder - 3.1, 3.3, 3.4, 3.5, 3.6
- Emily Walker, AICP - 3.2, 3.3, 3.6





PHASE 4: PLAN DOCUMENTATION AND ADOPTION

December 2026 - June 2027

Once Phase 3 input has closed and has been synthesized, our team will begin compiling the draft plan document in preparation for final public vetting and regional and state review. Blue Cypress will ensure the draft and final plan meets Georgia's Standards and Procedures for Local Comprehensive Planning. The team will use biweekly project management meetings during this phase to share progress and collect input on the draft plan.

4.1 Steering Committee Meeting 3

The final Steering Committee Meeting will provide an opportunity to share takeaways from the second round of public input and discuss proposed changes in response to community feedback. It will be important to build consensus on policy shifts and ensure that there is buy-in before making any substantial changes.

4.2 Draft & Fine Tune Plan

Blue Cypress will create two drafts of the plan prior to transmittal hearings to submit the plan for regional and state review. The first draft will be for City staff review and feedback. This step will ensure that the plan is reflective of City goals and priorities prior to sharing with the public. The 2nd draft will address city comments and be available for public review and comment prior to plan transmittal.

Over the course of preparing the draft and revised plan, the planning team will finalize framing elements of the plan, vetted during Phase 3, into narrative and implementable action plans and policy and finalize them in writing. All elements to be included in the final plan document are highlighted below.

Elements of Final Plan Document

- Plan Introduction, Highlights, and Process
- Community Vision and Goals
- Needs and Opportunities, refined to reflect consensus and priorities
- Future Land Use Element, including updated FLU map and policy
- Transportation Element*, incorporating the Fayette County CTP by reference
- Housing Element*
- Natural Environment Element*
- Broadband Element*
- Five-year Community Work Program and Report of Accomplishments
- Engagement Summary, including how input shaped updates to the plan

**Option to organize elements in more integrated format in plan, centered around community needs and opportunities*



4.3 Plan Review Public Engagement

During the final phase of the project, our team recommends a final open house and information-sharing at a community event in March[AH13.1] to help raise awareness about the plan's completion and final opportunities for public input.

- **4.3.1 Public Open House** – A final public open house will highlight updates to the plan and accept public comments through the project website for a short period following the open house.
- **4.3.2 Community Event Booth Materials** – Pulling from materials produced for the Open House, Blue Cypress will prepare a "roadshow kit" that the City can use as an input booth for City Hall (or feature at other community events). The kit will include 2-3 boards and share information about framing elements of the plan, how community input shaped the process, and direct community members to a hard copy feedback form and the project website for draft plan feedback.
- **4.3.3 Communications Items** – To promote input activities, we will develop social media content, hard-copy flyers or handouts, a press release, and newsletter blurb.

4.4 Plan Transmittal and Regional Review

The Blue Cypress team will facilitate presentations at two public hearings to support transmittal for regional and state review. One hearing will be before the Planning and Zoning Commission and a second hearing will be before the Mayor and City Council. Following a vote to transmit the plan, Blue Cypress will transmit documents to the Atlanta Regional Commission for regional and state review. Blue Cypress will lead coordination with review agencies on behalf of the City.

4.5 Plan Adoption and Final Deliverables

Upon receipt of state and regional review comments, Blue Cypress will address any recommended or required comments from agencies prior to adoption. The plan will be prepared for final adoption. It is assumed that City staff will handle the adoption hearing before City Council. No public hearing is required at this stage in the process.

Following adoption, Blue Cypress will finalize the digital version of the plan and transmit it to the Atlanta Regional Commission in the required period. The digital adopted plan will be posted to the project website and City website for community use and reference. The Blue Cypress Team will then prepare 20 hard copies of the main plan document for delivery to the City. The team will also prepare a file transfer of all GIS files, native graphic files, and other editable files for maintaining the plan and Future Land Use Map until the next state-required update.

Phase 4 Deliverables

- Steering Committee Meeting 3 Minutes
- 4.3 Materials
- 4.3 Community Activities/Input Summary
- Draft Version 1 of Comprehensive Plan for City staff review
- Draft Version 2 of Comprehensive Plan for Public vetting
- Brief presentation (PowerPoint) for Planning & Zoning and Mayor City Council Hearings
- Draft Version 3 of Comprehensive Plan for Regional and State Review
- Final digital version of Adopted Plan
- 20 Hard copies of main plan document

Phase 4 Assumptions

- City will provide one set of compiled comments from City review of plan
- Hard copies will be limited to main document; printing of appendices will require additional fee

Team Member Roles in Phase 4 Tasks

- Caroline Evans, AICP - 4.2
- Amanda Hatton, AICP - 4.1, 4.2, 4.3, 4.4, 4.5
- Ansley Belton, AICP - 4.1, 4.2, 4.3, 4.4, 4.5
- Paige Hatley, AICP - 4.1, 4.2
- Courtney Reeder - 4.1, 4.2, 4.3, 4.4, 4.5
- Emily Walker, AICP - 4.1, 4.2, 4.3, 4.4, 4.5

CONSULTING SERVICES AGREEMENT

This **Consulting Services Agreement** for professional services (hereinafter the "**Agreement**") is made and entered into as of this 17th day of September, 2026 (the "**Effective Date**"), **as a replacement of the July 16, 2026 contract by** and between **Blue Cypress Consulting, LLC**, a Georgia Limited Liability Company whose address is 125 Clairemont Ave, Suite 280, Decatur, Georgia 30030 ("**Blue Cypress**" or "**Consultant**") and the City of Fayetteville, Georgia (the **"Client**").

WITNESSETH

WHEREAS, the Client wishes to retain consulting services for the 2027 Comprehensive Plan Update(the "**Project**").

WHEREAS, the Client desires to engage the Consultant to provide certain knowledge, skills, ability, and expertise to perform these functions as representative for the Client.

NOW, THEREFORE, In consideration of the mutual promises and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Consultant shall provide services as described in "Exhibit A – Scope of Services" of this agreement.

2. PAYMENT FOR SERVICES

Services under this Agreement shall be provided as outlined in Exhibit A: Scope of Services **and Exhibit A2: Scope of Work Adjustments**. A price of $ 160,690 is hereby established for Services performed under this Agreement, with specifics about the price and payment schedule included in Exhibit B: Fee Details.

For services outlined in this Agreement's Scope the Client agrees to pay the Consultant on a Fixed Fee basis unless otherwise agreed upon by both the Client and Consultant in writing. The scope of work identified in this document will be completed within the fixed fee.

Invoices will be submitted monthly. Upon receipt of invoices, the Client agrees to pay the Consultant within 30 days.

Direct project expenses (materials, printing, etc.) and travel expenses (parking, meals, privately owned automobile mileage at current federal standard mileage rates, rental automobile rate plus gas) are included in the fixed fee cost.

3. TERM

Services under this agreement will be performed during the period of the Effective Date through **October 30, 2027,** or until the completion of the Project, unless sooner terminated by either party as provided herein. The contract term may be extended by either party with the written agreement of the other party. The parties shall agree to a reasonable extension of the contract term in the event of unavoidable delays.

4. DELAYS

If the time allotted for completion of Consultant's services is exceeded through no fault of Consultant, additional fee and/or time to complete performance may be allowed if written notice of the cost and estimated length of the delay is given to Client within five business days of Consultant's discovery of the delay. Consultant will provide such additional supporting data as Client may require in a timely manner.

5. SUSPENSION/TERMINATION

Consultant shall have the right to suspend or terminate this Agreement at any time by a written notice to the City, with reasonable cause. The City will have up to ten (10) business days to cure a default by responding in writing before termination is finalized. The City may terminate this Agreement for any reason, with or without case. If this Agreement is suspended or terminated without cause, Consultant will be paid for services it satisfactorily performed to the date of suspension or termination. Consultant agrees to transfer any and all data, files, documents, and deliverables to date of termination to the Client within two (2) business days of termination date.

6. INSURANCE

Consultant will procure and maintain the following types and amounts of insurance for the duration of the Project: workers' compensation insurance as required by law, $1,000,000 of employer's liability insurance, commercial general liability insurance of $2,000,000 combined single limit for personal injury and property damage, automobile liability insurance of $1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired cars, owned and non-owned vehicles, and professional liability insurance in the amount of $1,000,000. Professional liability insurance shall be maintained for a minimum of three (3) years beyond the date this Agreement is completed or terminated. The commercial general liability insurance will include contractual liability coverage including coverage for any indemnities. Client shall be made additional insureds on the professional liability, commercial general liability, and automobile liability policies.

7. CERTIFICATES OF INSURANCE

Certificates of Insurance will be furnished to Client before any services are performed. Consultant will provide for written notice to Client prior to cancellation of any of the required insurance policies before the expiration date thereof. The Certificates shall also provide the

name of the Project, the Project contract number (as required), and Blue Cypress's project number in the description.

8. OWNERSHIP OF DOCUMENTS

All analysis, documents, reports, or other written materials of any kind prepared by the Consultant in connection with this Agreement ("the Documents") shall become the sole property of the Client and the Client shall have the right to use and duplicate such Documents as the Client deems appropriate and in the Client's sole discretion in connection with this and any other project of the Client.

9. INDEPENDENT CONTRACTOR

The Consultant's relationship with the Client will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. No part of the Consultant's compensation will be subject to withholding by the Client for the payment of any social security, federal, state or any other employee payroll taxes.

10. INDEMNIFICATION

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultants negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Notwithstanding anything to the contrary in this Agreement, the City shall not indemnify or hold Consultant harmless from or against any claim which, if brought against the City or its employees or officials, would be barred by the doctrines of sovereign immunity, official immunity, or qualified immunity.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

11. ASSIGNMENT

Neither party hereto shall assign its rights, duties, nor obligations under this Agreement without the prior written consent of the other party. In the event that written consent to assignment is obtained by either party, this Agreement shall be assignable and shall insure to

the benefit of, be enforceable by, and bind the parties hereto, their respective successors, assigns, and personal representatives.

12. SEVERABILITY
The invalidity or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any other provision.

13. SUFFERANCE AND NON-WAIVER
No term, covenant, or condition of this Agreement can be waived except by written consent of the party against whom such waiver is asserted. Forbearance or indulgence by a party in any regard whatsoever shall not constitute a waiver of the term, covenant, or donation, the other party shall be entitled to invoke any remedy available under this Agreement or bylaw or in equity despite said forbearance or indulgence.

14. GOVERNING LAW / DISPUTES
This Agreement shall be governed and construed for all purposes under and in accordance with the law of the State of Georgia. If a dispute involves only the parties to this Agreement, upon mutual agreement, any or all such disputes may be resolved by mediation or binding arbitration in accordance with state law. If any arbitration or litigation is commenced between the parties concerning this Agreement or their respective rights, duties and obligations hereunder, the prevailing party in such litigation or arbitration shall be entitled to reasonable attorney's fees, court costs and litigation expenses.

15. NOTICES
All communications required by this Agreement may be personally delivered or mailed to the other party at the address set forth on the signature page. The address and party may be changed by written notice given as provided in this paragraph.

16. ENTIRE AGREEMENT
This agreement constitutes the entire agreement between the parties hereto, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

17. INTERPRETATION
No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto be any court of other governmental or judicial authority by any reason of such party having or being deemed to have drafted, structured, dictated, or required such provision.

18. SURVIVAL
The terms and conditions of this Agreement regarding indemnification, insurance, record keeping, and any other provision allocating responsibility or liability between the parties hereto,

shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.

ACCEPTANCE

CLIENT	**BLUE CYPRESS**
City of Fayetteville, Georgia	**Blue Cypress Consulting, LLC**
By: _____	**By: _____**
Name:_____	**Name:_____**
Title:_____	**Title:_____**
Date: _____	**Date: _____**

EXHIBIT A: SCOPE OF SERVICES

Blue Cypress Consulting, LLC will complete the 2027 Comprehensive Plan Update as follows:

The City of Fayetteville is seeking Consultant(s) to review existing planning documents, collect and synthesize demographic and other relevant data, and conduct robust public and stakeholder outreach to develop a comprehensive plan incorporating goals and objectives to address growth management policies, annexation strategies, capital improvements, and service provision over a 20- year time horizon. The Plan must be prepared in accordance with DCA Rules, Chapter 110-12-1, et seq. Specifically, the consultant will:

a. Collect and analyze data, including demographic data on trends and projections with regional comparisons and relevant visual aids

b. Develop and implement an inclusive community participation program

c. Develop and facilitate inclusive participatory exercises to help stakeholders and citizens decide on a vision for the community

d. Identify preliminary and final development challenges and opportunities

e. Identify preliminary and final character areas and/or future land use areas

f. Coordinate with the ARC and Fayette County, particularly on areas outside the city boundary

g. Prepare a Comprehensive Plan including the following elements:

i. Community Vision

ii. Community Goals

iii. Needs and Opportunities

iv. Community Work Program

v. Capital Improvements Element

vi. Land Use Element

vii. Transportation Element

viii. Economic Development Element

ix. Housing Element

x. Natural Environment Element

xi. Broadband Element

xii. Public Engagement summary and findings

h. Prepare digital and printed maps

i. Facilitate, at minimum, bi-weekly meetings with the project manager and relevant staff and provide post-meeting summaries.

j. Facilitate three public hearings at the beginning, middle, and end of the project, compliant with DCA Rules

k. Assist in the adoption process

l. Coach staff and citizen volunteers through the planning process

m. Review the Unified Development Ordinance and other pertinent ordinances and recommend changes for consistency with the new Plan

4. Deliverables Under the Contract

The consultant will provide, at a minimum, the following deliverables as part of this planning process:

a. Public participation materials, such as survey results, brochures, posters, maps, etc.

b. Data and maps gathered and developed during the planning process.

c. The draft and final plan, in Word, Publisher, or InDesign and PDF formats, plus 20 printed copies.

d. Digital maps shall be provided as digital vector map products using the ESRI File Geodatabase (preferred) or shapefile format. The City's specific coordinate system is NAD_1983_StatePlane_Georgia_West_FIPS_1002_Feet.

e. Written report identifying recommended changes to existing City codes for consistency with the new Plan.

f. Materials for the City's website and social media platform.

EXHIBIT A2: SCOPE OF WORK ADJUSTMENTS

Scope of work adjustments to Exhibit A are documented below.

AMENDED TASKS

- Project Webpage
    - The City will host website content at Civic Plus.
    - Blue Cypress will have access to the Civic Plus site and will develop and maintain content with City oversight.
- Survey
    - Blue Cypress will develop and finalize survey questions with City oversight.
    - City of Fayetteville will host the survey and monitor the community survey participation on its SurveyMonkey account. Fayetteville will provide all available data and graphic exports from survey to support Blue Cypress analysis.
    - Blue Cypress will synthesize results and findings from the survey.
- Stakeholder Identification
    - City of Fayetteville will identify all community members and partners to participate in stakeholder activities (Steering Committee, roundtables, tailored outreach emails).
    - Blue Cypress will consolidate stakeholder lists and add additional contacts, as received, during the plan update process.
- Roundtables and Interviews
    - Blue Cypress will lead up to 4 total roundtable discussions with up to 2 out of the 4 roundtables held in person. The date/time of the roundtables will be scheduled by the City using consultant team provided time blocks.
    - Blue Cypress will support up to 7 virtual one-on-one interviews with City Council members and the City Manager.
    - Blue Cypress will send Zoom calendar invitations, develop content/questions for sessions, facilitate sessions, and synthesize input from all roundtables and interviews.
- Input Station at City Hall
    - The input station will be established for up to a 3-week window following each of the three public meetings.
    - Blue Cypress will help support materials for three iterations of the input station, utilizing information and input activities to correspond with each public meeting.
- Public Meeting # 2
    - The second public meeting will be hosted in person in lieu of being held virtually.

NEW TASKS

Project Management

- Additional Bimonthly Project Check-ins
    - Blue Cypress will support up to 8 additional virtual project check-in meetings with City of Fayetteville during the four-month project extension.
- Additional Monthly Invoicing and Progress Reports
    - Blue Cypress will provide four additional invoices and progress reports to cover the four-month extension period.

Stakeholder and Community Engagement

- Additional Steering Committee Meetings
    - Blue Cypress will lead content development, facilitation of, and documentation of 2 additional Steering Committee Meetings beyond the 3 Steering Committee meetings that Blue Cypress is already scoped to lead, for 5 meetings total. We are suggesting two fewer meetings than are currently scheduled, as we feel having slightly fewer meetings that inform the project will result in more effective and productive meetings. The suggested timing and topic of each meeting is included below:
        - September/October 2026 – Presentation and feedback on outcomes of Comprehensive Plan Work Session 1 and interim Needs Assessment and Visioning technical analysis and engagement findings.
        - February/March 2027 – Presentation and feedback gathering on outcomes of Comprehensive Plan Work Session 2 and interim Plan Framework engagement findings.
        - April/May 2027 – Presentation and feedback gathering on Comprehensive Plan Work Session 3, the Community Work Program, and final plan refinements.
        - June 2027 – Presentation on Draft Comprehensive Plan highlights in preparation for public hearings.
        - September/October 2027 – Presentation of final Comprehensive Plan document following regional and state review and feedback gathering on the overall plan update process.
    - The City of Fayetteville will lead scheduling of all Steering Committee meetings.
- Additional Community Event Booths
    - Blue Cypress will prepare materials for and host a second community event booth during Phase 3 Plan Framework.
    - Blue Cypress will prepare materials for and host a third community event booth during Phase 4 Plan Documentation and Adoption.

EXHIBIT B: FEE DETAILS

FIXED FEE TABLE

The following costs are based on Fixed Price and are inclusive of all direct expenses. The scope of work identified in Exhibit A will be completed within the fixed fee.

Task	**Amount**
Project Management	$14,900
Project Initiation	$9,050
Needs Assessment and Visioning	$42,150
Plan Framework	$21,110
Plan Documentation and Adoption	$44,350
Exhibit A2 Additional services	$29,400
Total	**$160,960**

EXHIBIT C: PROJECT APPROACH

The attached exhibit contains the project approach as presented in the proposal response and is being included to detail how the scope will be carried out.

MAYOR
Edward J. Johnson, Jr.
CITY MANAGER
Ray Gibson
CITY CLERK
Chelsea Siemen

FAYETTEVILLE
NO LIMITS ON IMAGINATION

COUNCIL
Darryl Langford,
Mayor Pro Tem
Joe Clark
Emmett Spurlock
Shannon Moultrie
Niyah Glover

TO: **Mayor and City Council**

VIA: **Ray Gibson, City Manager**

CC: **Chelsea Siemen, City Clerk**

FROM: **Julie Brown, Director of Planning and Zoning**

DATE: **August 31, 2026**

SUBJECT: **Consider Resolution 26-R-59- 180-day extension to Moratorium on applications for all new developments, vape shops, and massage establishments within the City of Fayetteville.**

Background

A 30-day limited Moratorium was imposed, March 5, 2026, barring the acceptance of any new applications for the following: (1) conceptual site plans, development plans, preliminary plats, construction drawings, final plats, and building construction plans for any Dwelling, including but not limited to single family, two-family, duplex, townhome, multi-family and upper story Dwellings; (2) any new development applications for Vape Shops and Massage Establishments; (3) any new application for an Occupational Tax License for a Vape Shop or Massage Establishment. On April 16, 2026, the moratorium was extended 180 days and shall terminate on October 13, 2026, unless extended by City Council after a public hearing.

The purpose of the moratorium was to allow time for consideration of necessary modifications to the City's Unified Development Ordinance, which was adopted May 4, 2023, and last amended March 05, 2026. City Staff is currently working with a team of consultants from Historical Concepts to identify additional modifications to the UDO that will identify uses that are generally compatible with the use characteristics of the Zoning Districts, further define the permitted and prohibited uses within the Zoning Districts, provide standards governing the location, design, height, and intensity of permitted uses, and to determine the appropriateness of a use for any particular site and its compatibility with adjacent uses.

Recommendation

Staff is recommending an Extension of the Moratorium for an additional 180-days to allot City Staff and the consultants the necessary time needed to finalize the UDO modifications which will be presented to the Planning and Zoning Commission and then City Council for final approval and adoption.

RESOLUTION NO. 26-R-59

CITY OF FAYETTEVILLE
COUNTY OF FAYETTE
STATE OF GEORGIA

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF FAYETTEVILLE, GEORGIA ADOPTING, ENACTING, AND EXTENDING A MORATORIUM ON THE ACCEPTANCE, CONSIDERATION OR APPROVAL OF (i) ANY APPLICATION FOR REQUEST FOR REZONING, LAND DISTURBANCE PERMITS, CONCEPTUAL SITE PLAN APPROVAL, PRELIMINARY PLAT APPROVAL, FINAL PLAT APPROVALS, DEVELOPMENT PERMITS, OR OTHER PERMITS OR APPROVALS AUTHORIZING ANY NEW DEVELOPMENT IN ANY ZONING DISTRICT WITH THE CITY OF FAYETTEVILLE, AND (ii) ANY APPLICATION OR REQUEST FOR ANY OCCUPATIONAL TAX LICENSE FOR ANY NEW VAPE SHOP OR MASSAGE ESTABLISHMENT WITHIN THE CITY OF FAYETTEVILLE; ESTABLISHING DEFINITIONS FOR THE TERMS "DWELLING", "VAPE SHOPS", AND "MASSAGE ESTABLISHMENT"; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and City Council are the governing body of the City of Fayetteville ("City"), and therefore are responsible for regulating development; and

WHEREAS, the City of Fayetteville Unified Development Ordinance ("UDO") regulates zoning and the use of property throughout the City; and

WHEREAS, the Mayor and City Council have found that the provisions of the UDO no longer serve to best protect the health, safety, welfare and morality of the City of Fayetteville and, as such, are in need of review, revision, and reconsideration; and

WHEREAS, the City is in the process of drafting, reviewing, and considering substantial revisions the UDO, which are intended to include provisions to redefine zoning districts and to establish appropriate zoning and development regulations in all zoning categories throughout the City; and

WHEREAS, the Mayor and Council desire to delay acceptance and consideration of applications for new developments in all zoning categories throughout the City until it completes, reviews, and considers, and adopts revisions to the UDO; and

WHEREAS, the revisions to the UDO will further establish regulations necessary to properly and effectively regulate Vape Shops[1], and Massage Establishments[2] to better serve the public health, safety, and welfare; and

WHEREAS, the Mayor and City Council desire to delay acceptance and consideration of applications for development approvals for Vape Shops, and Massage Establishments until it completes, reviews, considers, and adopts revisions to the UDO; and

WHEREAS, the Mayor and City Council further desire to delay the acceptance and consideration of applications for Occupational Tax Licenses for Vape Shops and Massage Establishments until it completes, reviews, considers, and adopts revisions to the UDO; and

WHEREAS, a moratorium is a necessary tool enabling local governments, such as the City of Fayetteville, to temporarily discontinue new development approval applications in order to update its current ordinances, rules and regulations, and to ensure future development serves the public health, safety, and welfare; and

WHEREAS, the Mayor and City Council find a moratorium barring the acceptance and consideration of the following items to be reasonably necessary, the least restrictive means available, a reasonable exercise of the City's police powers, and in the best interest of the public health, safety, and welfare of the City:

NOW THEREFORE BE IT, AND IT IS HEREBY RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FAYETTEVILLE, AS FOLLOWS:

1. There is hereby imposed a moratorium on the acceptance or approval of: (a) any new application for development approvals, including but not limited to new applications for or requests for approval of rezoning, conceptual site plans, development plans, preliminary plats, construction drawings, final plats, building construction plans, and building permits for any development project in any zoning district in the City of Fayetteville, Georgia; and (b) any new applications for or requests for approval of development approvals, including but not limited to new applications for conceptual site plans, development plans, preliminary plats, construction drawings, final plats, and building construction plans, for

[1] For purposes of this Resolution, a "Vape Shop" is defined as a commercial establishment that is primarily engaged in the retail sale, display, distribution, and/or offering for sale of electronic smoking devices and related products. An electronic smoking device includes any device that delivers vaporized or aerosolized nicotine, cannabinoids, flavorings, or other substances for inhalation, including but not limited to electronic cigarettes (e-cigarettes), electronic cigars, electronic pipes, vape pens, pod-based systems, and similar products, regardless of whether such device is manufactured, distributed, marketed, or sold as an electronic cigarette or under any other product name. Whether an establishment is primarily engaged in the retail sale, display, distribution, and/or offering for sale of electronic smoking devices and related products shall be determined based on upon the floor area devoted to such products, percentage of gross revenue derived from such products, advertising, and/or product display.

[2] For purposes of this Resolution, a "Massage Establishment" is defined as a commercial establishment where any person offers or provides massages. This term shall not include hospitals or other professional health care establishments, facilities or businesses separately licensed as such by the state.

any Vape Shop as defined in this Resolution; (c) any new applications for or requests for approval of development approvals, including but not limited to new applications for or requests for approval of conceptual site plans, development plans, preliminary plats, construction drawings, final plats, and building construction plans, for any Massage Establishment as defined in this Resolution; and (d) any new applications for or requests for approval of an Occupational Tax License for a Vape Shop or Massage Establishment as defined in this Resolution.

2. The prohibitions provided for in subsection (a) of this Resolution shall not bar the consideration of any applications submitted prior to the adoption of this Resolution.

3. The moratorium imposed by this Resolution shall terminate on the earliest date of (1) March 16, 2027; (2) approval by the Mayor and City Council of an additional moratorium after a public hearing; (3) approval of a revised and updated UDO; or (4) affirmative action by the Board terminating the moratorium imposed by this Resolution.

4. This Resolution, and the moratorium imposed hereby, shall be effective immediately upon a majority vote by the Mayor and City Council.

SO RESOLVED, this 17th day of September 2026, the public's health, safety, and welfare demanding it.

_____
Edward J. Johnson, Jr., Mayor

Attest:

_____
Chelsea Siemen, City Clerk

_____
Darryl Langford, Mayor Pro Tem

_____
T. Joe Clark, Council Member

_____
Emmett E. Spurlock, Council Member

_____
Shannon S. Moultrie, Council Member

_____
Niyah Glover, Council Member

FAYETTEVILLE
INTEROFFICE MEMORANDUM

FAYETTEVILLE CITY HALL
210 Stonewall Avenue West
Fayetteville, Georgia 30214
770-461-6029 Telephone
770-460-4238 Facsimile
www.Fayetteville-GA.gov

TO: **Mayor and City Council**

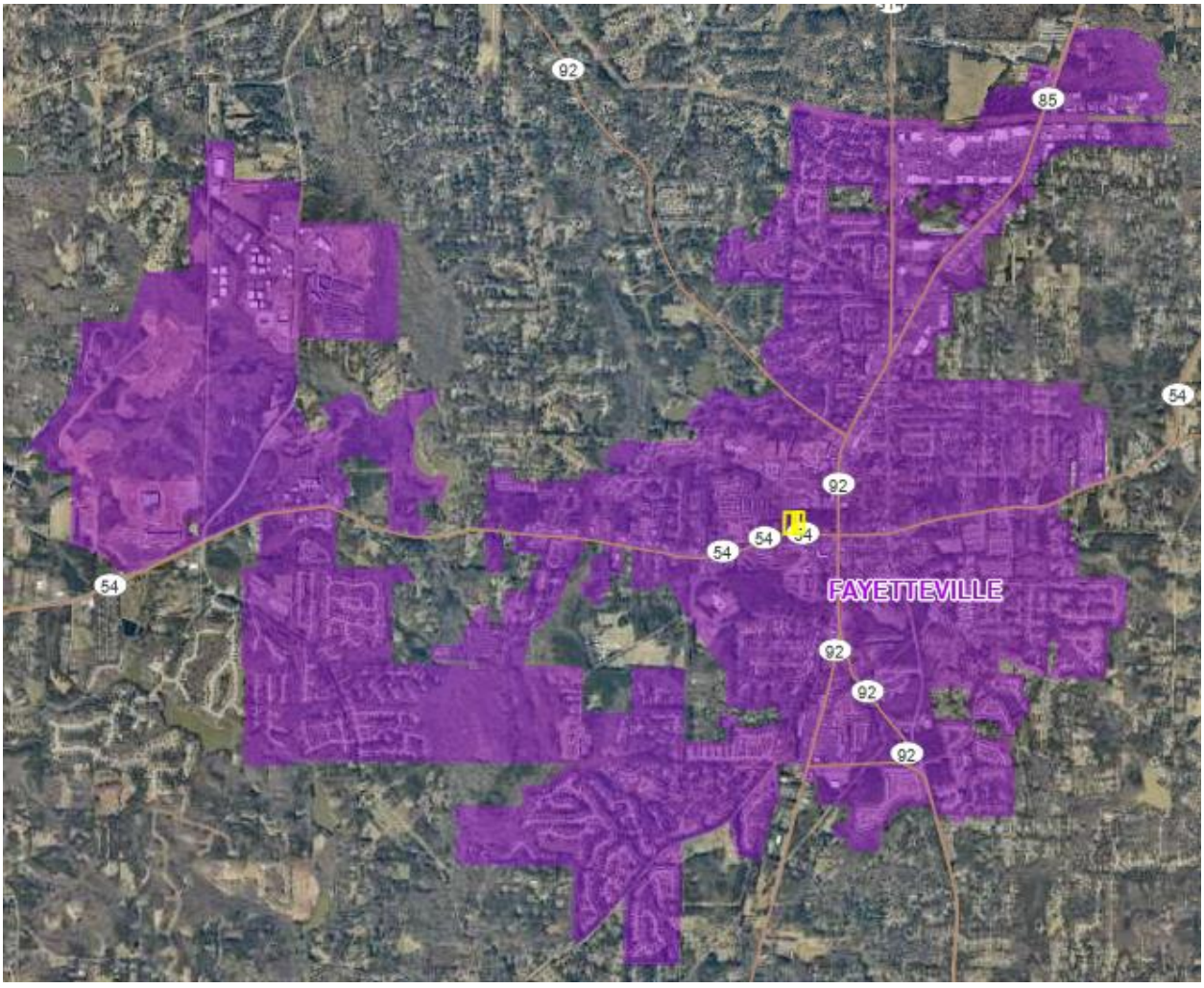
VIA: **Ray Gibson, City Manager**

CC: **Chelsea Siemen, City Clerk**

FROM: **Nicole Gilbert, Planner**

DATE: **August 24, 2026**

SUBJECT: **Consider appeal of the Planning and Zoning Commission decision to deny request from Rosewood West Lanier I, LLC for a one-year extension of the Rosewood preliminary plat.**



Project overview

February 2, 2023 – Three parcels located at 225, 255 and 275 West Lanier Avenue (± 8.48 acres) were rezoned from R-30 Single Family Residential and RP Residential Professional to R-THC Residential Townhouse Condominium to accommodate Rosewood, a mixed-use development.

May 4, 2023 – The Unified Development Ordinance (UDO) was adopted and the zoning of subject tracts changed from R-THC to DMU-MUN Downtown Mixed Use – Mixed Use Neighborhood.

July 20, 2023 - Ordinance #0-22-23 was adopted formalizing the Development Agreement between the City of Fayetteville and Rosewood West Lanier I, LLC for the Rosewood mixed-use development.

August 22, 2023 – Variances granted from sections 308.15.1. and 308.15.2. of the UDO to eliminate the required 50' undisturbed natural vegetative buffer and the additional 25' setback adjoining an intermittent stream.

April 17, 2025 – A conditional use permit was approved for a hotel of up to 150 rooms on the property and to allow an increase in the building height from 4 to 5 floors.

May 27, 2025 – The Planning & Zoning Commission approved the preliminary plat with the following conditions:

1. The site development plans shall include a list of all conditions of approval previously granted for this project (rezoning, preliminary plat, conditional use, etc.). It is understood the Applicant and/or their Civil Engineer shall ensure these conditions are properly addressed and incorporated into the site development plans.
2. It is understood any deviations from previously approved plans and/or conditions of approval may require further review and approval by the Planning and Zoning Commission and/or City Council.

The approved plat included a five-story hotel, mixed-use buildings with commercial on the ground floor and condos on the upper floors, and single family attached and detached houses.

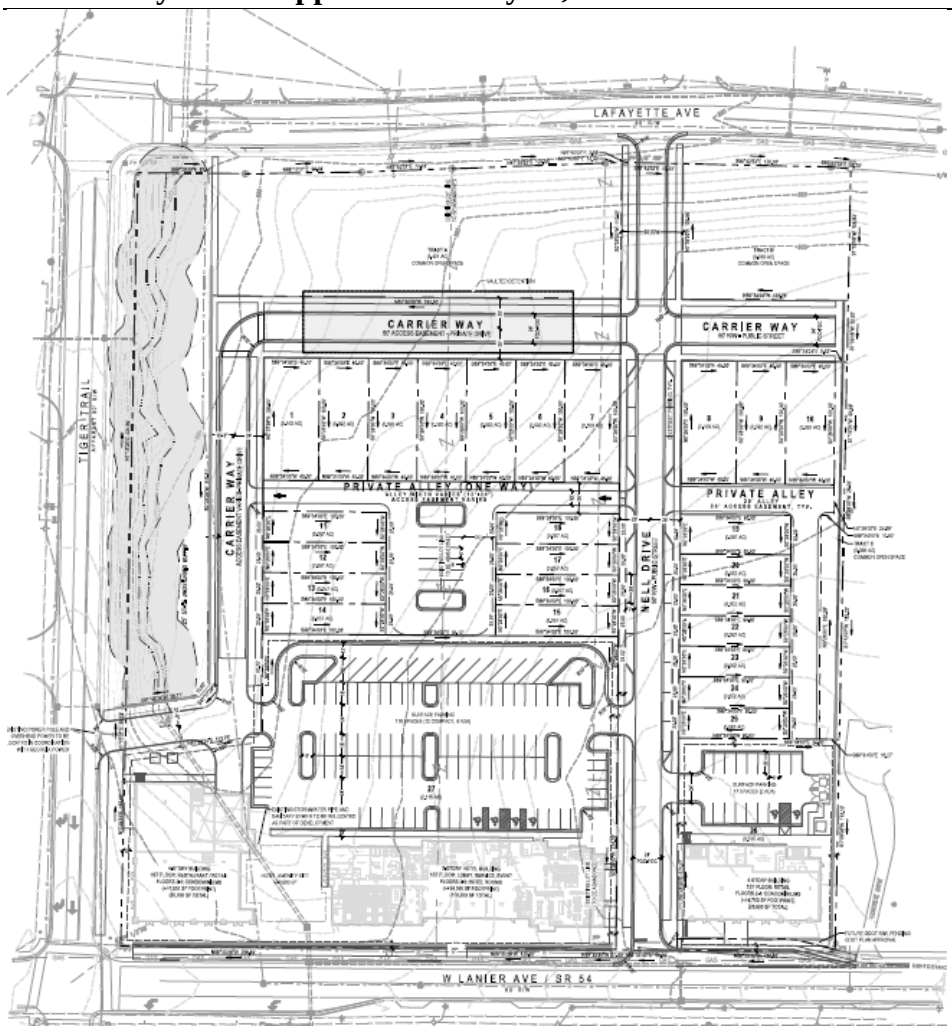
June 5, 2025 – Ordinance 25-O-13 was adopted amending the Rosewood Development Agreement to include the modifications that were made since the original adoption in July 2023. The modifications included the addition of a 5-story hotel as approved with the April 17, 2025 conditional use permit, elimination of one of the mixed-use buildings and several condominium units, removal of the parking structure, redesign of the surface parking lot, and amendments to the preliminary plat to incorporate these changes.

Current Request

The Applicant is requesting a one-year extension for the Rosewood preliminary plat as they are currently working toward finalizing the financing of the project. Per Sec. 315.25.D.26 of the UDO, preliminary plat approval expires after one year unless the applicant requests an extension from the Planning & Zoning Commission, which may grant a one-year extension. The specific language

regarding the one-year approval period states, "*Preliminary plat approval shall remain in effect for a period of 12 consecutive months after which time it will become null and void, unless an extension of time request has been submitted to the UDO Administrator for approval by the Planning and Zoning Commission. Only one extension for another period not to exceed twelve months may be approved by the Planning and Zoning Commission. The development must satisfy any changes to this article that may have been instituted since the first date of approval."*

Preliminary Plat as approved on May 27, 2025:



Preliminary Plat Review Criteria

To verify compliance with the UDO, staff reviewed the preliminary plat based on the standards listed under section 315.25 of the UDO.

1. **Does the proposed subdivision meet all requirements of this and any other applicable ordinances?**
   The project complies with all ordinances that were in effect at the time of its approval in May 2025. While Section 315.25.D.6 states that a development must meet any amendments

to this article made after the initial approval, this requirement does not apply in this case. The applicant has vested rights under the Development Agreement executed June 5, 2025, which supersedes any new code requirements instituted since the date the approval.

2. **Does the proposed subdivision meet all the requirements of state and federal law?**

   Yes. The proposed subdivision meets all the requirements of state and federal law.

3. **Will the proposed subdivision be consistent with the comprehensive plan and other adopted plans of the city?**

   Yes. The mixed-use development as proposed is consistent with and supports the intent of the Downtown Core Activity Center. The subject site is located within the Downtown Core Activity Center which *"is intended to encourage pedestrian-oriented retail, office, service, community facility and residential uses. The vision for the downtown core is centered on pedestrian-oriented and walkable development where people living, working and visiting should be able to park their car and easily walk from place to place. The vision for the recent LCI Study centered around moving downtown Fayetteville Forward through catalytic and equitable placemaking, enhanced legibility of the built environment, and creative guidelines for sustainable developments."*

4. **Will the proposed subdivision interfere with or obstruct the flow of traffic, or create any traffic or safety hazards upon the street system of the city?**

   Yes. The new curb cut on Highway 54 East must be reviewed and approved by GDOT. GDOT permit requirements stipulate standards to mitigate the temporary interference of traffic during construction.

5. **Will the proposed subdivision restrict or otherwise interfere with any future street or thoroughfare plan?**

   No. The project will not interfere with any future street plan.

6. **Is the proposed subdivision laid out and designed in such a way to minimize its inhabitants' exposure to arterial and collector streets and other major thoroughfares?**

   Yes. Tiger Trail, Lafayette Avenue, and West Lanier/ SR 54 are classified as major thoroughfares. An access point for the development is proposed to each roadway, but no residential driveways will have direct access to these roads. Therefore, the proposed design minimizes its inhabitants' exposure to major thoroughfares.

7. **Is the proposed street network designed to accommodate fire and other emergency vehicles?**

   Yes. The Fire Marshal approved the proposed street design.

8. **Will the proposed subdivision impact the local school system, or any other public services provided by other government entities?**

   Other than temporary impact to traffic flow during construction, there are no known impacts to public services created by the plat design. The applicant will need to provide a letter from the Fayette County Board of Education (BOE).

9. **Will the proposed subdivision harmonize with neighboring properties?**

   Yes. The project includes a five-story hotel and two four-story mixed-use buildings along West Lanier Avenue and Tiger Trail, with single-family residences located behind the buildings and green space along Lafayette Avenue. To the west is the Villages at Lafayette, a planned community development with commercial buildings along West Lanier Avenue and Tiger Trail and single-family residences behind them. The commercial portion includes a three-story hotel and a senior apartment building. Two additional hotels, one four-story and one five-story, and a restaurant have also been approved for the site.

10. **Will the proposed subdivision or any logical extension thereof have any adverse environmental impact?**

    Unlikely. As any development may have an environmental impact, there are state regulations that shall be followed to mitigate negative results. There are soil and erosion control measures required by the city and state to be kept in place throughout all phases of construction - with the goal being to minimize any environmental impact.

Staff recommendation

This project aligns with the comprehensive plan, supports a walkable downtown, and harmonizes with the surrounding area. Staff recommends the Planning and Zoning Commission grant an extension of the preliminary plat approval with the following condition and understanding:

1. The preliminary plat approval will remain in effect until July 28, 2027, after which time it will become null and void if the project has not made forward movement toward development.

Planning Commission Decision

On July 28th, 2026, the Planning and Zoning Commission voted 2 to 1 to deny the request for a one-year extension of the Rosewood preliminary plat.

The Applicant filed an appeal on July 30, 2026.

RESOLUTION NO. 26-R-60

CITY OF FAYETTEVILLE
COUNTY OF FAYETTE
STATE OF GEORGIA

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF FAYETTEVILLE, GA GRANTING AN APPEAL AND APPROVING A ONE-YEAR EXTENSION FOR THE ROSEWOOD PRELIMINARY PLAT

WHEREAS, Rosewood West Lanier I, LLC seeks a one-year extension of the Rosewood Preliminary Plat, which was originally approved by the Planning and Zoning Commission on May 27, 2025, and adopted as part of the Rosewood Development Agreement on June 5, 2025, by the City Council; and

WHEREAS, section 315.25.D of the Unified Development Ordinance (UDO) permits an applicant to request a one-year extension to the UDO Administrator for consideration by the Planning and Zoning Commission; and

WHEREAS, Rosewood West Lanier I, LLC submitted a formal request for a one-year extension of the Rosewood Preliminary Plat approval, which was presented to the Planning and Zoning Commission for consideration on July 28, 2026; and

WHEREAS, the Planning and Zoning Commission voted to deny the applicant's request for an extension; and

WHEREAS, pursuant to section 315.25.D of the UDO, the Applicant's formal request to appeal the Planning and Zoning Commission's denial to the Mayor and City Council was received July 30, 2026; and

WHEREAS, the Mayor and City Council, having considered the appeal and the relevant circumstances, find that the Project is consistent with the City's Comprehensive Plan, supports the goal of a walkable downtown, and is compatible with and harmonious in relation to the surrounding area; and

WHEREAS, based upon these findings and its consideration of Applicant's appeal, the governing authority of the City, find it appropriate to reverse the decision of the Planning and Zoning Commission and grant the requested extension.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Fayetteville, Georgia do hereby grant Rosewood West Lanier I, LLC the one-year extension for the Rosewood Plat approval effective immediately.

SO RESOLVED, this 17th Day of September, 2026.

_____
Edward J. Johnson, Jr., Mayor

Attest:

_____
Chelsea Siemen, City Clerk

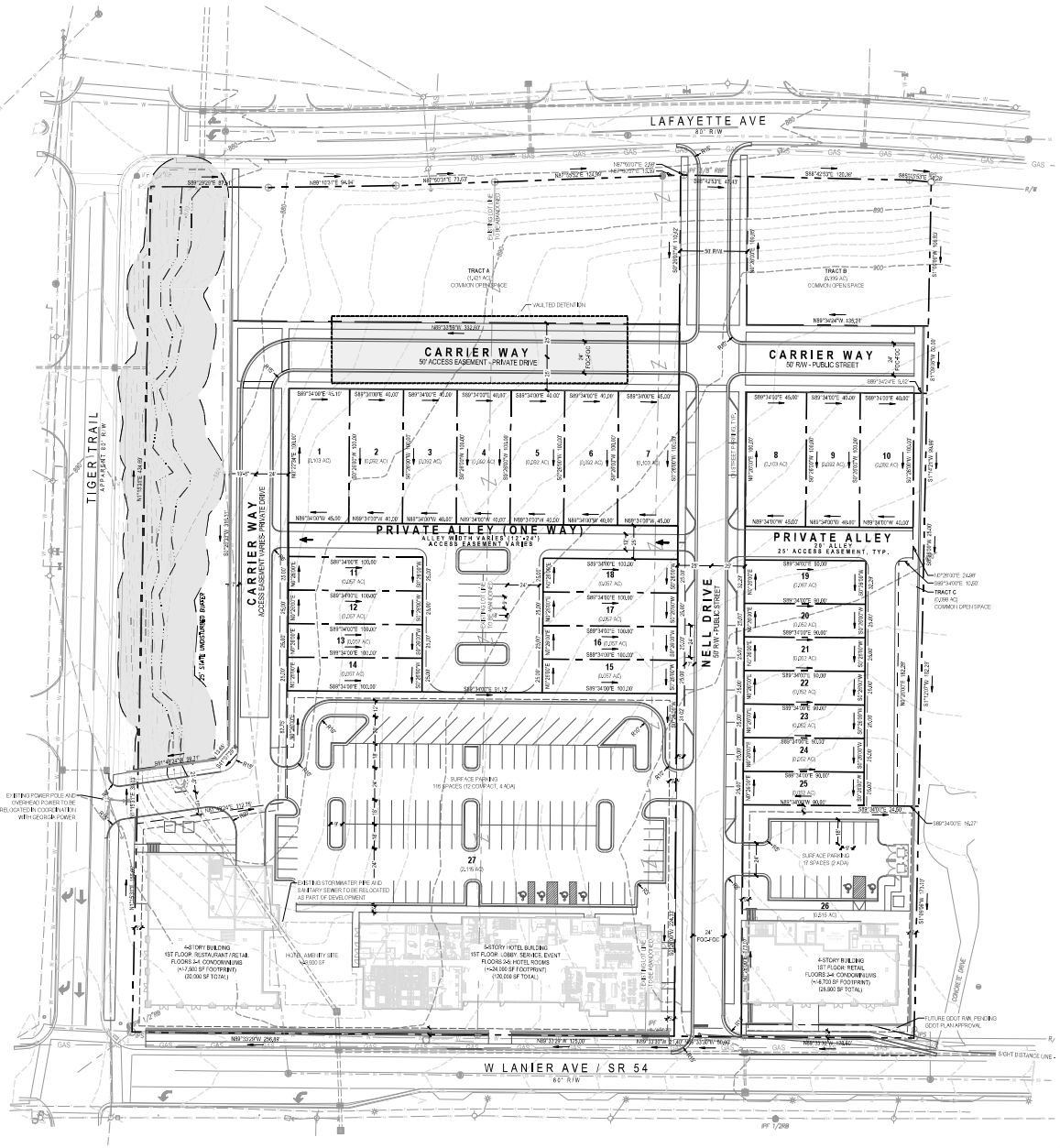
_____
Darryl Langford, Mayor Pro Tem

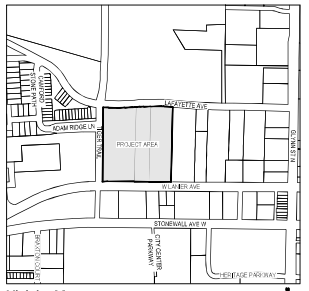
_____
T. Joe Clark, Council Member

_____
Emmett E. Spurlock, Council Member

_____
Shannon S. Moultrie, Council Member

_____
Niyah Glover, Council Member





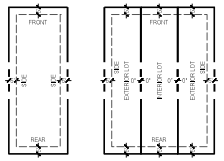
Vicinity Map
Not to Scale



Fema Firm Map
Not to Scale

ACCORDING TO THE F.I.R.M. OF FAYETTE COUNTY, PANEL NUMBER 13113C0104E DATED 09/26/08, NO PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA.

TYPICAL LOT SETBACKS



OWNER
Rosewood West Lanier I, LLC
155 Bradford Square, STE B
Fayetteville, GA 30215
CONTACT: Wayne Kendall
wbkendall2@yahoo.com
770.778.8810

SUBDIVIDER
SPG Planners + Engineers, LLC
1725 Electric Avenue, STE 320
Watkinsville, GA 30677
Contact: Ed Lane, PE
el@onespg.com
706.769.9515

SUBJECT PROPERTY
DB 5568 PG 0552
DB 5577 PG 0004
DB 5570 PG 0290

PROJECT INFORMATION

ADDRESS	225, 255, & 275 WEST LANIER AVENUE
PARCEL NUMBER	052306015, 052306014, 052306013
ACREAGE	6.47 AC
EXISTING ZONING	DUMAUN (CONDITIONAL USE)
EXISTING USE	SINGLE FAMILY RESIDENTIAL
PROPOSED USE	MIXED USE
SIGNAGE	NO SIGNS ARE PROPOSED AT THIS TIME. A SEPARATE PERMIT WILL BE FILED FOR SIGNS.
SURVEY INFO	BOUNDARY AND INFORMATION FOR SITE TAKEN FROM RECORD PLATS AND A SURVEY PREPARED BY SPG LAND SURVEYORS FOR ROSEWOOD WEST LANIER I, LLC DATED 09/09/25. TOPOGRAPHIC INFORMATION FROM SURVEY.
LIGHTING	THE PROJECT SHALL MEET ALL CITY OF FAYETTEVILLE ORDINANCES PERTAINING TO CURBS, SIDEWALKS, STREET LIGHTING, STREET TREES, AND SOLID WASTE COLLECTION. ALL LIGHTING FIXTURES MUST BE FULLY SHIELDED IN ACCORDANCE WITH CITY OF FAYETTEVILLE STANDARDS TO ENSURE DOWNWARD ILLUMINATION ONLY.
STORMWATER	STORMWATER MANAGEMENT SHALL BE IN ACCORDANCE WITH CITY OF FAYETTEVILLE ORDINANCES AND REGULATIONS.
PHASING	THE PROJECT IS TO BE CONSTRUCTED IN MULTIPLE PHASES, BEGINNING UPON APPROVAL OF ALL REQUIRED PLANS AND AFTER OBTAINING ALL REQUIRED PERMITS.
BUFFER REQUIREMENTS	A VARIANCE REQUEST TO REMOVE THE CITY'S FAYETTEVILLE'S 50' UNDISTURBED VEGETATIVE BUFFER AND ADDITIONAL 25-FT IMPERVIOUS BUFFER WAS APPROVED IN A PLANNING AND ZONING COMMISSION HEARING ON AUGUST 22, 2023. THE 25-FT STATE WATERS BUFFER REMAINS EFFECTIVE.

DEVELOPMENT MIX

	TOTAL AREA	TOTAL
SINGLE-FAMILY DETACHED (MIN 40' x 100' LOT)	0.95 AC	10 LOTS
SINGLE-FAMILY ATTACHED (MIN 25' x 90' LOT)	0.84 AC	15 LOTS
MIXED USE / HOTEL	2.93 AC	2 LOTS
COMMON OPEN SPACE	1.26 AC	3 TRACTS
PRIVATE DRIVE	0.73 AC	1 EASEMENT
PRIVATE ALLEY	0.62 AC	2 EASEMENTS
PUBLIC R/W	0.84 AC	PUBLIC R/W
TOTAL	6.47 AC	27 LOTS 3 TRACTS 3 EASEMENTS

PARKING

	PROVIDED
SINGLE-FAMILY - ATTACHED - DETACHED	50 (GARAGE) 10 (SURFACE) 62 SPACES
CONDOMINIUMS	24 (SURFACE) 24 SPACES
SHARED - HOTEL - RETAIL - RESTAURANT	109 (SURFACE) 22 (GARAGE/SEE) 131 SPACES
TOTAL	212 SPACES

OPEN SPACE

	CALCULATIONS
TRACT A	1.42 AC
TRACT B	0.24 AC
TRACT C	0.10 AC
PROVIDED	1.86 AC

UTILITY DATA

WATER SUPPLY	CITY OF FAYETTEVILLE
SEWERAGE DISPOSAL	CITY OF FAYETTEVILLE
SOLID WASTE	GFL
PROPOSED UTILITIES	ALL UTILITIES ARE TO BE INSTALLED UNDERGROUND. UTILITIES WILL BE CONTAINED WITHIN DEDICATED EASEMENTS.

NOTES:
1. THE PLAT HAS BEEN CALCULATED FOR CLOSURE AND HAS BEEN FOUND TO BE ACCURATE WITHIN ONE FOOT IN 167582 FEET.
2. IN ADDITION TO THOSE OTHERWISE REFERENCED HEREON, THE FOLLOWING DOCUMENTS WERE USED IN THE PREPARATION OF THIS PLAT: DB 2341 PG 90, DB 5999 PG 726, DB 5570 PG 278, DB 5570 PG 284-291, DB 5577 PG 4.
3. STREAM BUFFERS ARE TO REMAIN IN A NATURAL AND UNDISTURBED CONDITION.
4. STRUCTURES ARE NOT ALLOWED IN DRAINAGE EASEMENTS.

FINAL PLAT APPROVAL

THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF FAYETTEVILLE, GEORGIA, CERTIFIES THAT THIS PLAT COMPLIES WITH THE CITY OF FAYETTEVILLE ZONING ORDINANCES, SUBDIVISIONS OF ZONING, AND THE CITY OF FAYETTEVILLE DEVELOPMENT REGULATIONS AS AMENDED.

DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT _____ DATE _____

CITY ENGINEER, DEPARTMENT OF COMMUNITY DEVELOPMENT _____ DATE _____

CITY OF FAYETTEVILLE AND FAYETTE COUNTY PERSONNEL AND/OR AGENTS SHALL HAVE FREE AND TOTAL ACCESS TO AND ACROSS ALL EASEMENTS.

THIS PLAT IS APPROVED WITH THE UNDERSTANDING THAT EASEMENTS ARE GRANTED TO THE CITY OF FAYETTEVILLE ALONG ALL ROAD FRONTAGE FOR THE PURPOSE OF SLOPING CUTS AND FILLS AS FOLLOWS:
- 1' TO 10' - NOT LESS THAN 3 TO 1 SLOPE
- 10' TO 50' - NOT LESS THAN 2 TO 1 SLOPE

CERTIFICATE OF RECORDING

CERTIFICATION AS TO RECORDING

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN RECORDED IN PLAT BOOK _____

PAGE _____ OF FAYETTE COUNTY

RECORDED ON _____, 20__

CLERK, SUPERIOR COURT FAYETTE COUNTY, GEORGIA



spg
Planners+ Engineers

Seals:

GEORGIA REGISTERED No. LA001981 PROFESSIONAL LANDSCAPE ARCHITECT WILLIAM M. KITTLES

Project Info:

Rosewood
225, 255, & 275 West Lanier Avenue
Fayetteville, Georgia
Fayette County
5th District
Land Lot 123

Sheet Issue: 09/18/25 **Project No.** 23-329f

No.	Date	Description
1	03/04/25	Per City Comments
2	06/13/25	Per City Comments

Firm Info:

SPG Planners + Engineers
1725 Electric Avenue, STE 320
Watkinsville, GA 30677
706.769.9515
www.onespg.com

Sheet Title:

Preliminary Plat

PP-10

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Rosewood West Lanier I, LLC.
155 Bradford Square
Suite B
Fayetteville, GA 30215
Telephone: (770) 778-8810
Facsimile: (770) 716-2439

NOTICE OF APPEAL

To: Ms. Chelsea Siemen | csiemen@fayetteville-ga.gov
City Clerk
Fayetteville City Hall
210 Stonewall Avenue West
Fayetteville, Georgia 30214

RE: Rosewood West Lanier I, LLC - Request for Preliminary Plat Approval Extension
Property located at 225, 255, & 275 W Lanier Avenue, City of Fayetteville, GA

Dear Ms. Siemen:

This is to serve as a formal Notice of Appeal for Rosewood West Lanier I, LLC from the denial of its Request for Preliminary Plat Approval Extension by the City of Fayetteville Planning and Zoning Commission on July 28, 2026.

We received a written action decision for the denial on July 30, 2026. Pursuant to City of Fayetteville UDO section 214.18, this is a timely notice of appeal within the ten (10) day period following the written decision. The basis for this appeal is that the decision of the City of Fayetteville Planning and Zoning Commission to deny our request is:

(1) arbitrary and capricious and in derogation of the standards set forth in the City's UDO for making such decisions;

(2) in contravention of the well-reasoned and professional recommendation of staff which, for purposes of formulating a recommendation, adhered to all standards listed under section 314.25 of the UDO, and accordingly recommended approval of our request;

(3) a violation of the Takings Clause, the Just Compensation Clause, the Due Process Clause, and the Equal Protection Clause of the United States Constitution and comparable provisions of the State of Georgia Constitution;

(4) an abuse of discretion and made for an improper purpose;

(5) in violation of the amended Development Agreement between the City of

Fayetteville and Rosewood West Lanier I, LLC; and

(6) in violation of the vested property rights of Rosewood West Lanier I, LLC in the subject property.

Sincerely,
Rosewood West Lanier I, LLC

/s/ Wayne B. Kendall
Wayne B. Kendall, Manager

cc: Mayor Edward Johnson
All members of the Fayetteville City Council
Ray Gibson, City Manager
Patrick Jaugstetter, City Attorney
Julie Brown, Director Planning and Zoning

Rosewood West Lanier I, LLC.
155 Bradford Square
Suite B
Fayetteville, GA 30215
Telephone: (770) 778-8810
Facsimile: (770) 716-2439

May 26, 2026

Ms. Nicole Golbert, Planner
c/o planning desk@fayetteville-ga.gov
Fayetteville City Hall
210 Stonewall Avenue West
Fayetteville, Georgia 30214

RE: Rosewood Preliminary Plat – Rosewood West Lanier I, LLC

Dear Ms. Gilbert:

This is to formally request a 12-month extension of the Preliminary Plat for our Rosewood Project pursuant to Sec. 315.25 of the City of Fayetteville Uniform Development Ordinance. As I mentioned to you in a recent telephone call, we are progressing to finalize financing offers that we have received on our project inclusive of a 117-room Hyatt Place hotel and the other components of our project including two commercial buildings, townhomes and single-family residences.

If all goes to plan, we expect to break ground in the coming months.

Sincerely,
Rosewood West Lanier I, LLC

/s/ Wayne B. Kendall
Wayne B. Kendall, Manager

ROSEWOOD
DEVELOPMENT AGREEMENT

Adoption/Amendments	
Ordinance number	***Date of adoption***
0-22-23	07-20-23
25-O-13	06-05-25

This Development Agreement ("Agreement"), which contains the conditions of zoning, is entered into by Rosewood West Lanier I, LLC, and its agents, successors and assigns ("Developer") and the City of Fayetteville, Georgia ("City") to provide for the orderly development of the property more particularly described in Appendix "A" which is incorporated herein by express reference ("Property").

It is the intent of this Agreement to finalize the terms of rezoning and all conditions to which the parties have agreed.

1. **Binding restrictions.** Developer agrees that the restrictions and conditions contained herein are binding on itself, its successors-in-title to the real property, and other entities by which the property owner shall be known, all assigns, successors-in-interest to the development, and any entity taking possession of this development.

2. **Compliance with city ordinances.** Developer agrees that nothing contained in this Agreement shall obviate the requirement that Developer shall comply with all City ordinances, building codes, and development standards if not otherwise stated in this Agreement. Any plans submitted by the Developer shall be submitted to the City in accordance with the City's established plan review process under the terms of applicable city ordinances unless otherwise modified as per the restrictions and conditions of the approved zoning and this agreement.

3. **Restrictions and Covenants.** Developer agrees to include the restrictions and covenants contained herein on any and all deeds the Developer signs to transfer said property or otherwise to reference this deed restriction on any forms of conveyance. If Developer fails to include said restrictions and covenants, the City shall have the option to file said restrictions and covenants in the chain of title of said property so the restrictions and covenants will run with the land.

4. **Voluntary Agreement.** All Parties agree that this Agreement is entered into voluntarily.

5. **Illustrative plans.** The schematic site plan and building elevations submitted as a part of the rezoning request are illustrative only. It is understood that the general layout of the proposed buildings, roads, parking areas and amenities may change once final engineering documents are prepared.

6. **Schematic Master Concept Plan.** Rosewood will encompass +/-8.483 acres (Parcel Nos. 052306013, 05230614, and 052306015) which have collectively been master-planned in accordance with the recommendations identified in the City of Fayetteville Downtown Visioning

Study (2022). A legal description of the parcels is contained in Appendix "A". The schematic master concept plan for the overall property is included in Appendix "B".

7. **Mixed-use Development.** Rosewood is envisioned as a mixed-use development to include a 5-story hotel adjacent to West Lanier Avenue along with two, 4-story buildings adjacent to West Lanier Avenue and Tiger Trail with retail/office/commercial/restaurant tenants on the ground floor and condominiums on the upper floors. The development will also include attached residential (townhome) buildings and single-family detached homes. Amenities will include internal parks, green space, walking trails and natural areas. The mixed-use component will be located adjacent to West Lanier Avenue with the attached residential and single-family detached homes towards Lafayette Avenue.

8. **Access.** The main entry points will be from West Lanier Avenue and Lafayette Avenue, with a secondary entry point from Tiger Trail. To the greatest extent practicable the internal road connecting West Lanier Avenue to Lafayette Avenue shall align with the future public road to be located on Parcel No. 052303015 to the south. The internal road on the Rosewood tract shall be designed and constructed to public street standards and dedicated to the City of Fayetteville for maintenance. All other roadways, alleys and sidewalks within the property and outside of the public rights-of-way shall be private and owned and maintained by a common property owners association. It is understood internal public roads and private alleys will be designed to potentially interconnect with the property to the east (Parcel No. 052306012) should that property be redeveloped in the future.

9. **Utilities.** Utilities shall be connected to the City of Fayetteville Water and Sewer System. Stormwater infrastructure shall be designed to the city and State of Georgia standards. All electric, telephone, internet and gas utilities shall be located underground. Necessary easements shall be provided to each utility for access and maintenance.

10. **Public Park.** It is understood a portion of Parcel Nos. 052306013, 05230614, and 052306015 adjoining Lafayette Avenue as identified in Appendix "B" may be developed as a public park. It is further understood the city reserves the right to collaborate with the Developer as it relates to the design and construction of the park with the understanding the park may or may not be deeded to or acquired by the city.

11. **Maintenance responsibilities.** Installation, maintenance and repair of all internal parks, landscaped areas and signage shall be the sole responsibility of the Developer and the to-be-formed Rosewood Homeowners Association (HOA). Should the proposed park adjacent to Lafayette Avenue be deeded or acquired by the city, it is understood the city will enter into an agreement to assume maintenance responsibilities for this portion of the property.

12. **Environmental concerns.** The location of any wetland or floodplain on the Property shall be field located and surveyed prior to the preparation of the site development plans. No development or land-disturbing activity shall be permitted within any floodplain except as otherwise permitted by law.

13. **Existing trees.** Existing trees shall be surveyed and incorporated as possible into the site development plans. Site grading shall be coordinated to avoid critical root zones of mature trees in the park amenity.

14. **Rights-of-way.** Property required for rights-of-way and/or easements shall be deeded at no cost to the City as required.

15. **Design standards.** Building architecture, architectural character, exterior materials, colors, signage, lighting and landscaping shall be consistent with the Rosewood Design Guidelines which will be submitted to and approved conceptually as indicated in and consistent with Images 1 – 3 in this Development Agreement before issuance of building permits. City Staff will be responsible for reviewing these items as a part of the Building Permit review process. Any discrepancies or deviations from City of Fayetteville ordinances and building design standards shall be presented to the Planning and Zoning Commission for consideration.

16. **Approved uses.** The overall development will be limited to the following densities:

Use	Density
Mixed-use	
Retail/office/commercial/restaurant (ground floor)	13,000 SF
Hotel (5 floors)	125 rooms
Residential	
Condominium (2nd, 3rd and 4th floor residential above commercial)	24 units
Townhome (attached residential)	15 units
Single-family (detached residential)	10 lots

17. **Buffers and setbacks.** Development within Rosewood shall comply with the DMU-MUN Downtown Mixed Use – Mixed Use Neighborhood where not inconsistent with this Development Agreement. Total impervious lot coverage for the project shall not exceed 70% and shall only be measured across the entire development as opposed to individual lots. Setbacks and buffers under the DMU-MUN will apply where applicable and where not inconsistent with this Development Agreement and the Conceptual Plan attached in Appendix "B".

18. **Building height.** All detached buildings exceeding 30' in height above average adjacent ground level shall include an automatic fire protection system per applicable NFPA codes.

19. **Fencing.** Perimeter fencing, when provided at roadways, shall be limited to natural materials such as stone, brick, ornamental metal, or wood.

20. **Signage:** Signage shall comply with the signage requirements within the Unified Development Ordinance (UDO) and shall be appropriately proportioned and aesthetically applicable to the location. In addition to primary signage, directional signage will be allowed as required for the direction of pedestrian or traffic flow.

    a. *General requirements.* External wall signs within view of West Lanier Avenue or Tiger Trail shall not be translucent or internally illuminated. Internally illuminated window signs shall not be permitted unless mounted from inside the building. External signs not within view of West Lanier Avenue or Tiger Trail may be translucent or internally illuminated.

b. *Street light poles.* Street light poles may serve as hosts for signage, decorative lighting and low-voltage utility access.

21. **Sidewalks.** Sidewalks will be provided for pedestrian circulation and connectivity within the development and will also connect to existing sidewalks, side paths and multi-use paths within the downtown district.

22. **Side path.** A side path shall be constructed from the West Lanier Avenue/Tiger Trail intersection to the intersection of Tiger Trail/Lafayette Avenue, as shown on the Master Path Plan. Where connecting to city sidewalks, side paths and/or multi-use paths, the width of the connecting path shall be consistent with the recommendations within the Master Path Plan.

23. **Streets:** Rosewood is designed with a series of internal roadways creating a network of vehicular and pedestrian connections lined with buildings fronting the street. The size of the street identifies the hierarchy of the street network, ranging from public streets to private alleys. A singular public street forms the development's main entry and exit points between West Lanier Avenue and Lafayette Avenue, while a secondary entry and exit point is provided on Tiger Trail. The remaining roadways comprise private drives and private alleyways depending on the uses of the spaces along the street. The speed and flow of traffic is informed by its size.

    a. *Public Street.* A through street will be two lanes with parallel parking on either side with sidewalks and a faster flow of traffic than a smaller retail street, with lanes of vehicular traffic and less on-street parking with landscaping and narrower sidewalk and storefront creating a slower flow of traffic by virtue of its character.

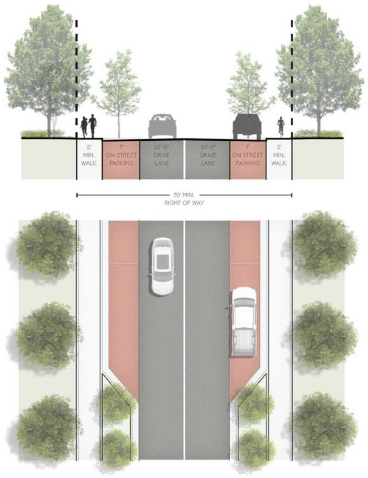

ILLUSTRATION 1
PUBLIC STREET 'A'

Illustration "1"
West Lanier Avenue to Lafayette Avenue



ILLUSTRATION 2
PUBLIC STREET 'B'

Illustration "2"
West Lanier Avenue to Lafayette Avenue

b. *Residential streets.* Residential streets may be even slower and narrower with only one lane for vehicular traffic and on-street parking, landscape and sidewalk.



ILLUSTRATION 3
PRIVATE DRIVE 'A'

<u>Illustration "3"</u>
Internal Street Network



ILLUSTRATION 4
PRIVATE DRIVE 'B'

Illustration "4"
Internal Street Network

c. *Alleys and lanes.* Alleys and lanes shall be a minimum of 12' wide and serve the rear access to residential garages and may be so narrow as to be 30' wide from face-of-garage to face-of-garage, including setbacks and landscaping. Alleys will be designated as fire lanes with no on-street parking permitted.

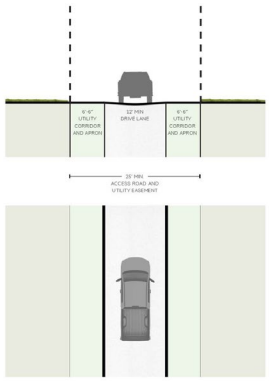

ILLUSTRATION 5
PRIVATE ALLEY

Illustration "5"
Private Alley

24. **Highway 54 Access.** Buildings facing Highway 54/West Lanier Avenue will transition from the roadway travel lanes through an adjacent minimum 6-foot walkway and 12-foot storefront corridor zone. First floor multiple story buildings will be occupied by various restaurants and retail outlets accessible from the street front walkway.

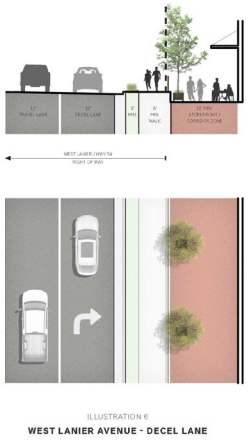

ILLUSTRATION 6
WEST LANIER AVENUE - DECEL LANE

Illustration "6"
West Lanier Avenue

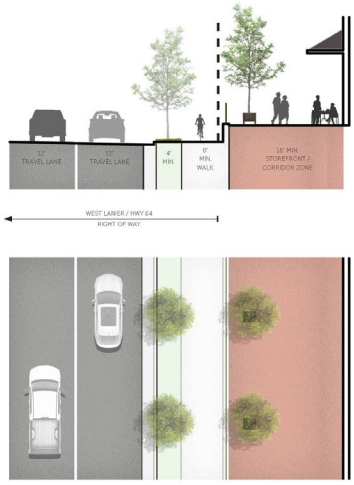

ILLUSTRATION 7
WEST LANIER AVENUE

Illustration "7"
West Lanier Avenue

25. **Lighting standards.** Streets will be adequately illuminated without causing any harsh lighting or nighttime light pollution. To the greatest extent practicable, streetlights will be located in such a manner to prevent light spills from entering homes while providing enough light for safety and

security. Street lighting will be sized and themed in keeping with the local aesthetics and proportioned to the street and the purpose it serves. Street lighting will be provided to illuminate intersections and crosswalks at safe levels. Fixtures will incorporate "smart" technology to allow fixtures to reduce lighting and energy levels until activated by pedestrians or vehicles.

26. **Development impact fees.** Development impact fees for each portion of the development shall be paid prior to issuance of a Building Permit.

27. **Residential construction.** All residential construction within the project shall comply with the most recent version of Building and Life Safety Codes as adopted by the Georgia Department of Community Affairs as follows:
    a. One and two-dwelling residences. The Georgia State Minimum International Residential Code for One-and Two-Family Dwellings.
    b. Three or more attached dwelling units. The applicable Georgia State Minimum Code for Attached Residences of Three or More Units.
    c. Smoke detection devices will be installed per code in each residential unit.
    d. An option for each resident owner to install fire sprinkler systems will be offered.
    e. All attached residential buildings of 3 or more units will be built per code requirement with fire sprinkler systems fire-rated construction where applicable. Each residential unit will have emergency vehicular access from at least one side of the residence. In addition, pedestrian access on the front and rear sides will be provided.

A. Architectural style.

1. Hotel.

A single hotel building is envisioned adjacent to West Lanier Avenue with primary access from the internal surface parking lot. It is understood details of the proposed drop-off and guest parking will be refined as a part of the site plan approval process. The building height shall be limited to no more than five (5) stories in height with four-sided architectural features. The ground-floor fronting on West Lanier Avenue and adjoining streetscape shall be treated as an extension of the building. The architectural character of the hotel shall be similar to the creative flavor established for the mixed use buildings as shown in Image "2" below. Stucco will only be permitted as a decorative element and not used as a primary façade material.



Image "1"
Hotel

2. **Mixed-use buildings.**

The highest density of development is located along West Lanier Avenue and Tiger Trail and will include two buildings with ground-floor retail/commercial/office/restaurant tenants with residential use on the upper floors. Each building shall be limited to no more than four (4) stories in height and be oriented towards the public street. The ground-floor storefront and adjoining streetscape shall be treated as an extension of the building. The architectural character of these structures will be in keeping with the creative flavor in reference to the images attached in Image "2". Stucco will only be permitted as a decorative element and not used as a primary façade material.



Image "2"
Mixed Use Buildings

3. **Attached Residential (Townhomes).**

The attached residential component of the development will include lower-density residential uses with buildings no more than four (4) residential stories in height, not including a rooftop outdoor deck area. Lots range in width and are deep enough to accommodate detached garages with second-floor apartments and/or accessory dwelling units. Homes will generally be three-level structures, no taller than 45 feet. The character of this area is more intimate, with narrower streets, reduced building setbacks and wider sidewalks to facilitate pedestrian movement to neighborhood parks, plazas and green spaces. The streetscape will cater to pedestrians and patrons lingering around the residential porches and balconies to promote a sense of community. Buildings will be oriented towards and address the street by using elements such as porches, patios and balconies to form connections to the community. Windows shall be incorporated into the design of all exterior walls. Stucco shall only be permitted as a decorative element, not a primary façade material. The architectural character of these structures will be in keeping with the creative flavor in the reference images attached in Image "3".



Image "3"
Attached Residential (Townhomes)

4. Single-family detached residential.

These homes are situated at the rear of the overall development and farthest away from West Lanier Avenue. Lots range in width and are deep enough to accommodate detached garages with second-floor apartments and/or accessory dwelling units. Homes will generally be three (3) or four (4) level structures, not including a rooftop outdoor deck area, no taller than 40 feet. Building setbacks are reduced for the purpose of allowing the homes to be closer to the street with porches, patios and balconies (5' minimum depth) oriented to the front and the garages located at the rear of the homes to be accessed by alleys and/or shared driveways between the homes. The architectural character of these homes shall be established and controlled by the Rosewood Design Guidelines. The architectural character of these structures will be in keeping with the creative flavor in the reference images attached in Image "4".



Image "4"
Single-family Detached Residential

B. Size/height.

The mixed-use buildings fronting West Lanier Avenue and Tiger Trail are intended to relate to the character of the Downtown Mixed-use District. The overall design and exterior building materials must complement new development within the general vicinity while acknowledging the historic character of downtown Fayetteville. Buildings should include variations in façade to create interesting visual character along the street. Public art and/or murals shall be incorporated throughout the development to enhance the visual environment's quality and further promote the community's creative and aesthetic enrichment.

Where artwork and/or a mural is not being provided, building massing must be broken up with balconies, porches and varying fenestrations at regular intervals to avoid a static or monolithic look. The architectural character of these structures will be in keeping with the creative flavor and reference the Architectural Design Section of the Architectural Review Criteria.

The height of the buildings along West Lanier Avenue shall not exceed the building height established within this Development Agreement. Buildings further in transition to a smaller scale both in height, which is up to 3 stories, not including rooftop decks, and horizontally with shorter blocks and smaller house frontages to relate to the slower pedestrian scale. The single-family houses will be three stories not including rooftop decks, except areas of the site that may provide a basement foundation oriented towards the street with garages in the back. The architectural character of these homes shall be established and controlled by the Rosewood Design Guidelines.

C. Tree-save areas.

To the greatest extent possible, specimen trees and natural stands of trees will be protected and preserved per the City of Fayetteville Tree Protection & Landscaping Ordinance.

D. Stormwater management.

The overall development shall comply with the Georgia Stormwater Management Manual and the City of Fayetteville Design Guidebook. Stormwater runoff will be controlled by using topography, stormwater collection systems and multiple stormwater ponds. The development shall meet and/or exceed current Georgia Stormwater Management Manual Standards. A Stormwater Management report detailing how the above criteria will be met will be provided for each phase prior to any site development permits.

E. Parking areas.

Parking areas visible from West Lanier Avenue and/or Tiger Trail shall be screened by landscaping and/or low masonry (brick) walls no more than 48” in height.

Appendix “A”

Legal Description – Parcel 05-2306-013

All that tract and parcel of land lying and being in Land Lot 123 of the 5th District of Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at a point located on the Northerly right-of-way of Georgia State Highway No. 54 (601 right-of-way) said point being a distance of 381.88 feet Easterly as measured along said right-of-way from the intersection of said right-of-way with the Easterly right-of-way of Lafayette Drive (80' right-of-way) and running thence North 01 ° 57' 49" East, and following along the property now or formerly owned by Nell R Murphy, a distance of 640.18 feet to a point, which point is located on the Southerly right-of-way of Lafayette Drive; running thence along the right-of-way of Lafayette Drive the following courses and distances, to-wit North 88" 38' 50" East a distance of 15.97 feet, continuing thence Southeasterly an arc distance of 167.90 feet (chord bearing South 87° 54' 10" East and a chord length of 167.79 feet), South 84° 27° 10" East a distance of 16.28 feet to a point, which point is located at the Northwesterly corner of the property now or formerly owned by Hill R. Redwine; running thence South 01 ° 57' 49" West, and following along the Westerly line of the property now or formerly owned by Hill R. Redwine, a distance of 637.22 feet to a point, which point is located on the Northerly right-of-way of Georgia Highway No. 54; running thence North 88° 44° 47" West, and following along said right-of-way, a distance of 200 feet to a point and the POINT OF BEGINNING. The within tract contains 2.94 acres, more or less.

Legal Description – Parcel 05-2306-014

All that tract or parcel of land lying and being in Land Lot 123 of the 5th Land District and in the City of Fayetteville, Fayette County, Georgia, being more particularly described as follows:

BEGINNING at an iron pin set on the North right-of-way of West Lanier Avenue (aka Westbound State Highway No. 54) (60-foot right-of-way) said iron pin being South 89 degrees 34 minutes 00 seconds East a distance of 256.88 feet from the intersection of the North right-of-way of West Lanier Avenue and the East right-of-way of Tiger Trail (apparent 80-foot right-of-way); running thence North 01 degree 09 minutes 40 seconds East a distance of 634. 71 feet to an iron pin set on the South right-of-way of Lafayette Avenue (80-foot right-of-way); running thence along the South right-of-way of Lafayette Avenue, North 87 degrees 50 minutes 00 seconds East a distance of 125.00 feet to a 3/8-inch rebar found; thence leaving the South right-of-way of Lafayette Avenue and running South 01 degree 08 minutes 35 seconds West a distance of 640.37 feet to a 1 inch open top pipe found on the North right-of-way of West Lanier Avenue; running thence along the North right-of-way of West Lanier Avenue, North 89 degrees 34 minutes 00 seconds West a distance of 125.00 feet to an iron pin set and the Point of Beginning; all as shown on a Boundary and Topographic Survey of 255-275 West Lanier Ave, dated November 17, 2022, prepared by Kevin M. Brown, GRLS No. 2960, and bearing Job No. 215.018.

Legal Description – Parcel 05-2306-015

All that tract or parcel of land lying and being in Land Lot 123, of the 5th Land District and in the City of Fayetteville, Fayette County, Georgia, being more particularly described as follows:

BEGINNING at an iron pin set on the North right-of-way of West Lanier Avenue (aka Westbound State Highway No. 54) (60-foot right-of-way) at the intersection of the North right-of-way of West Lanier Avenue with the East right-of-way of Tiger Trail (apparent 80-foot right-of-way); running thence North 01 degree 15 minutes 00 seconds East a distance of 629.38 feet to an iron pin set at the intersection of the East right-of-way of Tiger Trail with the South right-of-way of Lafayette Avenue (80 foot right-of-way); running thence along the South right-of-way of Lafayette Avenue, South 89 degrees 30 minutes 00

seconds East a distance of 87.51 feet to a point; continuing thence along the South right-of-way of Lafayette Avenue, along a curve to the left having a radius of 2040.00 feet an arc distance of 94.95 feet {said arc being subtended by a chord bearing North 89 degrees 10 minutes 00 seconds East and having a chord length of 94.94 feet) to a point; continuing thence along the South right-of-way of Lafayette Avenue, North 87 degrees SO minutes 00 seconds East a distance of 73.63 feet to an iron pin set on the South right-of-way of Lafayette Avenue; thence leaving the South right-of-way of Lafayette Avenue and running South 01 degree 09 minutes 40 seconds West a distance of 634.71 feet to an iron pin set on the North right-of-way of West Lanier Avenue; running thence along the North right-of-way of West Lanier Avenue, North 89 degrees 34 minutes 00 seconds West a distance of 256.88 feet to an iron pin set at the intersection of the North right-of-way of West Lanier Avenue with the East right-of-way of Tiger Trail at the Point of Beginning; all as shown on a Boundary and Topographic Survey of 255-275 West Lanier Ave, dated November 17, 2022, prepared by Kevin M. Brown, GRLS No. 2960, and bearing Job No. 215.018.

Appendix “B”

Schematic Master Concept Plan



Appendix “C”

Rosewood Design Guidelines

FAYETTEVILLE
NO LIMITS ON IMAGINATION

FAYETTEVILLE CITY HALL
210 Stonewall Avenue West
Fayetteville, Georgia 30214
770-461-6029 Telephone
770-460-4238 Facsimile
www.Fayetteville-GA.gov

July 31, 2026

Wayne Kendall
Rosewood West Lanier I, LLC
155 Bradford Square, Suite B
Fayetteville, GA 30215

RE: Rosewood Preliminary Plat
One year extension request - appeal

Mr. Kendall,

This notice is to inform you that the appeal of the Planning Commission's decision to deny the request for a one-year extension of the Rosewood preliminary plat for property located at 225, 255, & 275 W Lanier Avenue is scheduled for review at the City of Fayetteville Mayor & City Council meeting on Thursday, September 17, 2026, at 6:00PM.

Per section 104.8.D.3 Published Notification – Quasi-judicial Decisions of the UDO, all applications before quasi-judicial officers, board, or agencies as defined in O.C.G.A. 36-66-3(1.1), shall require a public hearing preceded by publication of a public hearing notice within a newspaper of general circulation in Fayette County at least thirty (30) days prior to the date of the public hearing. Such notices shall include the application number, date, time, location, and purpose of the public hearing.

It is important that you or another representative attend this meeting, as you must present your request to Mayor & Council and provide any additional information, they may need for approval or denial of your application.

This meeting will be held in the Council Chambers of Fayetteville City Hall, located at 210 Stonewall Avenue West in Fayetteville, Georgia.

If you have any questions concerning this matter, please call the City of Fayetteville Planning & Zoning Office at 770-719-4177.

Sincerely,

Chelsea Siemen

Chelsea Siemen, City Clerk

FAYETTEVILLE
INTEROFFICE MEMORANDUM

FAYETTEVILLE CITY HALL
210 Stonewall Avenue West
Fayetteville, Georgia 30214
770-461-6029 Telephone
770-460-4238 Facsimile
www.Fayetteville-GA.gov

TO: Mayor and Council

VIA: Ray Gibson, City Manager

CC: Chelsea Siemen, City Clerk, and Lori Funderwhite, Economic Development Director

FROM: Katelyn Perkins, Main Street Program & Events Manager

DATE: August 31, 2026

SUBJECT: 26-R-61 City Center Park and The Alley Plaza – Special Event Policies and Procedures with Applications-Permits

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Background

The Economic Development Department's Main Street Program has developed Special Event Policy and Procedures, along with an official Application-Permit, in order to reserve "The Alley" (Exhibit 1) and City Center Park (Exhibit 2) spaces for special events.

This comprehensive framework is designed to provide clear operational guidelines, streamline the permitting process for community events, and ensure the protection of City Center Park's public greenspace and facilities pursuant to Chapter 66 and, where applicable, Chapter 10 of the City of Fayetteville Code of Ordinances which governs Fayetteville's public parks and alcohol.

"The Alley" - Key Policy and Usage Provisions

The Policy sets clear operational boundaries to ensure "The Alley" is used while also remaining safe, clean, and accessible:

1. Applicant Eligibility & Non-Exclusivity: Restricts applications strictly to downtown Main Street Entertainment District small businesses. Because the alley is a public space, events cannot close the area to the general public or exclude patrons of adjacent businesses.
2. Live Music & Amplified Sound: Authorizes eligible businesses to host live music in the alley, classifying any amplified sound as an Organized Event that requires explicit permit approval under City Code.

3. Entertainment District & Alcohol Regulations: Prohibits outside alcohol vendors and glass containers. All beverages must be served in plastic cups (up to 16 oz.) bearing approved Entertainment District stickers.
4. Vendor & Pedestrian Safety: Prohibits ground staking or defacing brick/concrete surfaces, requires 40-pound weights per leg for approved 10'x10' tents, and mandates a minimum 5-foot clear passage for sidewalk pedestrian traffic.
5. Waste Management: Assigns full responsibility for event trash removal to the hosting business, prohibiting the dumping or overloading of public trash receptacles. Non-compliance results in the immediate denial of future reservation requests and potential citations under municipal code.

City Center Park - Key Policy and Usage Provisions

The proposed policy establishes structured standards to manage event logistics, public safety, and park integrity:

1. Applicant Eligibility: Limits special event permitting in City Center Park to Fayetteville non-profit organizations and local small businesses within the downtown Main Street entertainment district.
2. Public Access & Greenspace Protection: Preserves City Center Park as an open public space by strictly prohibiting gated access, paid admission tickets, fencing, or closing of greenspaces to the general public.
3. Operational & Safety Guidelines: Enforces standard event hours (dawn to dusk unless approved), bans ground fires/ staking into lawns, limits tent canopy sizes (10'x10' max without prior written approval), and outlines strict food truck, alcohol, and noise compliance requirements.
4. Trash & Facility Care: Mandates that organizations remove all event-generated waste off-site, prohibiting the use or overloading of public park trash receptacles.
5. Risk Mitigation: Requires a $1,000,000 Certificate of Insurance naming the City of Fayetteville as an additional insured, signed indemnification agreements, and a $500 security deposit for potential damages or cleanup costs.

Recommendation

Staff recommends approval of the attached resolution adopting both "The Alley" and City Center Park Special Event Policy and Procedures and Applications/Permits. Approval will give staff the administrative framework needed to manage park reservations consistently while protecting municipal assets.

Attachments: Exhibit 1_The Alley Policy-Procedures; Special Event Application-Permit
Exhibit 2_City Center Park Policy-Procedures; Special Event Application-Permit

RESOLUTION NO. 26-R-61

CITY OF FAYETTEVILLE
COUNTY OF FAYETTE
STATE OF GEORGIA

RESOLUTION ADOPTING POLICY AND PROCEDURES AND AUTHORIZING THE IMPLEMENTATION OF THE OFFICIAL SPECIAL EVENT APPLICATION FOR CITY CENTER PARK AND THE ALLEY PLAZA

WHEREAS, the Economic Development Department's Main Street Program has formulated Policies and Procedures alongside an official application and permit process to reserve City Center Park and The Alley Plaza for special events in order to establish clear guidelines, permitted uses, and operational parameters; and

WHEREAS, adoption of this policy and application framework establishes essential public safety, noise compliance, alcohol handling, waste management, and liability protocols pursuant to Chapters 66 and 10 of the City of Fayetteville Code of Ordinances which govern city parks and alcohol usage;

BE IT RESOLVED, that the Mayor and Council of the City of Fayetteville, Georgia do hereby approve and adopt The Alley and City Center Park Special Event Policy and Procedures and Applications to Request Use of The Alley and City Center Park.

SO RESOLVED, this 17th Day of September, 2026.

_____
Edward J. Johnson, Jr., Mayor

Attest:

_____
Chelsea Siemen, City Clerk

_____
Darryl Langford, Mayor Pro Tem

_____
T. Joe Clark, Council Member

_____
Emmett E. Spurlock, Council Member

_____
Shannon S. Moultrie, Council Member

_____
Niyah Glover, Council Member

THE ALLEY - SPECIAL EVENT POLICY & PROCEDURES
Responsible Agency: Economic Development Department / Main Street Program
Approval Authority: City Manager, Economic Development Director, or Main Street Manager

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Purpose

The City of Fayetteville established this policy to provide clear guidelines for the use of the Alleyway by businesses that hold a valid business license and are located in the downtown Main Street District. This framework ensures a uniform permitting process that protects the integrity of the space for all residents while supporting community engagement. For a complete legal framework, please consult Chapter 66 and, where applicable, Chapter 10 of the City of Fayetteville Code of Ordinances.
https://library.municode.com/ga/fayetteville/codes/code_of_ordinances

General Rules of Use

- **Compliance with Law:** All federal, state, and local laws must be observed, including ordinances regarding noise, lighting, and signage. Any suspected illegal activities must be reported immediately to 911.
- **Hours of Operation:** Per City Special Event standards, the duration of event operations in public areas each day shall be permitted from dawn to dusk unless otherwise explicitly approved in writing.
- **Priority of Use:** Requests by government entities take priority over other applications.
- **Disruption:** Activities deemed disruptive to the operation of the City will not be allowed.
- **Public Access:** Because the alley is a public space, organizers cannot close the area to the general public.
- **Non-Exclusivity:** A business that reserves the alley for an event or live music cannot exclude the customers of other adjacent businesses; the space remains open to the general public at all times.
- **Rental Restrictions:** The alley cannot be rented out to the general public; use is restricted to eligible entities.

Event Definitions & Types

- **Organized Event *(Sec. 66-9)*:** Any event without affiliation with the City of Fayetteville is considered an organized event. Per City Ordinance, an “organized event” is legally defined as any event which is advertised by any media outlet or any other method of advertising; any rally; the posting or handing out of flyers, papers, or advertisements; any

event where any participant implements the use of any sound amplification system device or plays amplified music; any gathering where alcohol is consumed; or any gathering sponsored by an organization. *(Sec.66-9)*. Organized events are strictly limited to authorized areas, including The Alley (*Sec. 66-9)*.

Eligibility & Restrictions

- **Eligible Entities:** Applicants are limited to businesses that hold a valid business license and are located in the downtown Main Street District.

- **Strict Ban on Political Activity:** Political rallies, campaign activities, or gatherings on behalf of any candidate for public office are not permitted. *(Sec. 66-4)*
- **Live Music & Audio Amplification** *(Sec. 66-9)***:** Only eligible entities are allowed to book and host live music within the alleyway. Per City ordinance, any activity implementing a sound amplification system device or amplified music is legally classified as an Organized Event and requires strict adherence to this permit process.

- **Fundraising & Commercial Solicitations** *(Sec.66-8)***:** No fundraising or commercial activity is permitted on City property unless specifically sponsored by a City department or an eligible entity with express written permission. Solicitation or sale of any goods or services on City property without an approved Special Event Application-Permit is strictly prohibited.

Vendor & Permitting Requirements

- **Vendor Markets**: Vendors are strictly prohibited from driving stakes, poles, or posts into the ground or defacing public brick/concrete. All tents must be secured with 40-pound weights on each tent leg. Tents must be arranged to allow a minimum of five-foot clear area for sidewalk displays to facilitate pedestrian passage.
- **Signage & Advertisement Regulations**: No visitors or event participants may affix any bill, sign, or notice on any tree, building, or fixture, nor hand out flyers/materials to another person in the plaza without explicit City authorization *(Sec. 66-12).* No signs are allowed on, or in the public right-of-way; no banners are permitted on buildings. In accordance with the City Sign Ordinance, a single 5-square-foot sign may be allowed on-site during the event; vendor signage/banners with a 30-square-foot limit on or at tents are also allowed. Blinking or flashing lights designed to attract attention are strictly prohibited, and all event signage must be removed immediately following the event.
- **Food Truck Requirements**: All food trucks must provide up-to-date documentation, including:
    - Business License.
    - Food Truck Permit.
    - Fire Inspection with the City of Fayetteville.
    - Mobile Food Service Unit Permit.
    - Georgia Department of Health Inspection from their home county.

- **Cooking Tents**: Organizers must ensure all approved permits are obtained. The Fire Department must be notified in advance so an on-site inspection can be conducted. *(Sec. 46)*
- **Amplified Music:** No amplified music or use of a sound amplification system is allowed except by special permit. *(Sec. 66-9)*
- **Alcohol Vendors & Consumption:** The consumption of any alcoholic beverage is prohibited in any city park/plaza unless purchased from a vendor operating under a valid City of Fayetteville permit or consumed at a permitted special event or catered function *(Sec.66-3).* Consumption is permitted when served in cups featuring the approved Entertainment District Sticker.
    - To operate at the event, alcohol vendors must be established businesses within the entertainment district and possess all required, approved permits from the City of Fayetteville.
    - Any business within the entertainment district that is licensed with the City of Fayetteville that transports or carries alcoholic beverages outside of its designated, licensed premises must first obtain an official permit. Businesses may secure the necessary alcohol permits by contacting the City of Fayetteville Occupational Tax Department via PBrown@fayetteville-ga.gov or (770) 719-4165, 10 days in advance of the event.
    - Alcohol must be served in plastic cups no larger than 16 oz.

Alcohol & Container Requirements

- **No Outside Vendors:** No additional alcohol vendors outside of the Main Street Entertainment District are allowed to set up in the alley.
- **Glass Prohibition:** No glass is permitted in this area. *(Sec. 66-3)*
- **Approved Containers:** Alcohol must be served in plastic cups no larger than 16 oz. *(Ordinance No. O-13-19).* No person shall possess an open container containing an alcoholic beverage in excess of 16 oz. on public streets, sidewalks, alleys, or squares
- **Entertainment District Stickers:** All alcoholic beverages carried into the alley must feature the approved entertainment district stickers or cups issued by a licensed Main Street Entertainment District Establishment. Alcoholic beverages may not be brought in from outside the District boundary.
- **Outdoor Dining Containers:** For any customers wishing to eat outside in the alley, businesses must ensure food is provided in to-go Styrofoam or plastic containers.

Logistics & Property Protection

- **No City Labor or Supplies:** The City does not provide personnel, supplies, or equipment for event set-up, assistance, or clean-up.
- **Permanent Fixtures:** No permanent fixture or apparatus may be affixed to City property.
- **Surface Protection:** Any action that defaces paved surfaces, walls, or landscaping is strictly prohibited.

Waste Management & Trash Removal

- **Organizer Responsibility:** The business reserving the space is responsible for all trash pick-up during and after the event.
- **Cleanliness Standard:** City property must be left clean and orderly, including the removal of all debris, signage, and promotional materials. Public trash cans are for incidental use only; all event-generated waste must be completely removed from the alley by the business.
- **Penalties for Non-Compliance:** Any business that does not clean the area after an event will result in the denial of future reservation requests. Violations are also subject to municipal code citations returnable to the Fayetteville Municipal Court. *(Sec. 66-14).*

Fees & Liability

- ∇ **Security Deposits:** The City will assess a $500 refundable security deposit via check prior to permit issuance. If the event site is not left clean, the City may retain all or part of the deposit to cover damage to City utilities, equipment, or green space, and/or the cost of City staff time required to clean the site.
- **Insurance:** Upon application review and approval, a Certificate of Insurance (COI) naming the *City of Fayetteville, Georgia*, as additional insured will be required with at least $1,000,000 in liability coverage.
- **Indemnification**: The application must be signed to indemnify and hold harmless the *City of Fayetteville, Georgia*, and its representatives from any and all claims.

Application Process

- **Submission:** Applications must be submitted to the City's Main Street Program & Events Manager at kperkins@fayetteville-ga.gov.
- **Review:** Reservations are granted on a "first-come, first-served" basis, provided the application meets all policy terms.
- **Right to Withdraw:** The City reserves the right to withdraw or revoke approval at any time, including after issuance, if (a) the actual nature, scope, or conduct of the event materially differs from what was represented in the application, or (b) subsequent information indicates the event poses a risk to public health, safety, or welfare. The applicant will be notified in writing and full deposit returned.

REQUEST FOR USE OF THE ALLEY

Main Street Business: _____

Address/City/State/Zip: _____

Applicant's Name: _____

Phone Number: _____ **Email:** _____

Request for: _____ **Date Request Received:** _____

Event Date: _____ **Event Times:** _____

Anticipated Event Attendance: _____**Set-Up/Tear-Down Times:** _____

Description of Event:

_____

_____

_____

_____

_____

_____

The Applicant has read the City's Special Event Policy regarding the use of Public Property, agrees to abide by said policy, and agrees to be held responsible for violation of the policy.

Applicant's Signature: _____ **Date:** _____

City Staff Use Only

Does this request meet the terms and conditions of the City's established policy for use of the Alley?

□ Approved □ Denied **By:** _____

Signature: _____ **Date:** _____

THE ALLEY SPECIAL EVENT PERMIT
Permit Number: ALY-2026-_____
Date Issued: _____
APPROVAL AUTHORITY: Main Street Manager / Economic Development / City Manager

ON-SITE REQUIREMENT: This permit must remain on-site with the organizer throughout the event duration, including set-up and tear-down. It must be presented upon request to any Fayetteville City Official, Law Enforcement Officer, or Emergency Personnel.

1. Permitted Entity & Event Overview

- **Main Street Business:** _____
- **On-Site Contact & Phone:** _____
- **Event Date:**_____
- **Event Times:**_____ *(Note: Times are strictly limited from dawn to dusk unless explicitly approved in writing)*
- **Set-up / Tear-down Window:**_____
- **Anticipated Attendance:**_____

2. Approved Activities & Operational Checklist

The checkboxes below indicate activities explicitly reviewed and approved under this permit:

- **Live Music / Sound Amplification (Sec. 66-9):** Must adhere to local noise, lighting, and signage ordinances. Any suspected illegal activity requires an immediate call to 911.
- **Main Street Entertainment District Alcohol (Sec. 66-3):** Must be an established district business with an official alcohol permit from the Occupational Tax Department. All alcohol must be served in plastic cups no larger than 16 oz. featuring the approved Entertainment District Sticker. Absolutely no glass allowed. No outside alcohol vendors permitted.
- **Outdoor Dining Containers:** All food served for outdoor consumption in the alley must be provided in to-go Styrofoam or plastic containers.
- **Vendor Market Set-up:** Strictly prohibited from driving stakes, poles, or posts into the ground or defacing public brick/concrete. All tents must be secured with 40-pound weights per leg and arranged to allow a 5-foot clear pedestrian passage.
- **Event Signage (Sec. 66-12):** Limited to one 5-sq.-ft. sign on-site and vendor tent banners up to 30 sq. ft. No signs in the public right-of-way; no building banners. Blinking/flashing lights are strictly prohibited. All signs must be removed immediately post-event.

- **Food Trucks & Cooking Tents (Sec. 46):** Requires verified Business License, Food Truck Permit, Fire Inspection, Mobile Food Service Unit Permit, and County Health Inspection. Fire Dept. must be notified in advance for cooking tent inspections.

3. Core Permit Conditions & Space Constraints

1. **Public Access & Non-Exclusivity:** The alley is a public space. Organizers cannot close the area to the general public or exclude the customers of adjacent businesses. The space remains open and non-exclusive at all times.
2. **Strict Ban on Political Activity (Sec. 66-4):** Political rallies, campaign activities, or gatherings on behalf of any candidate for public office are strictly prohibited.
3. **No Commercial Solicitation / Unapproved Fundraising (Sec. 66-8):** No unauthorized fundraising or sale of goods/services is permitted on City property without express written department sponsorship.
4. **No City Labor or Equipment:** The City does not provide personnel, supplies, or set-up/ clean-up equipment. No permanent fixtures may be affixed to City property, and any action defacing paved surfaces or landscaping is prohibited.
5. **Waste Management Standards:** The business reserving the space is fully responsible for all trash pick-up during and after the event. Public trash cans are for incidental use only; all event waste must be entirely removed from the alley. Failure to leave the area clean will result in the immediate denial of future reservations and potential municipal code citations returnable to Fayetteville Municipal Court (Sec. 66-14).

4. Municipal Authorization

This permit verifies that the application has been formally reviewed, complies with Chapter 66 and Chapter 10 of the City of Fayetteville Code of Ordinances, and is officially approved for operation.

Authorized By:
City of Fayetteville Main Street Representative / Economic Development Department

Signature: _____
Title: Main Street Program & Events Manager

Date Approved: _____

CITY CENTER PARK - SPECIAL EVENT POLICIES & PROCEDURES
Responsible Agency: Economic Development Department / Main Street Program
Approval Authority: City Manager, Economic Development Director, or Main Street Manager

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Purpose

The City of Fayetteville established this policy to provide clear guidelines for the use of City Center Park by eligible Fayetteville non-profit organizations and businesses that hold a valid business license and are located within the downtown Main Street District. This framework ensures a uniform permitting process that protects the integrity of the park for all residents while supporting community engagement. For a complete legal framework, please consult Chapter 66 and, where applicable, Chapter 10 of the City of Fayetteville Code of Ordinances. https://library.municode.com/ga/fayetteville/codes/code_of_ordinances

General Rules of Use

- **Park Hours:** Per City Special Event standards, the duration of event operations in public areas each day are permitted from dawn to dusk unless otherwise explicitly approved in writing.
- **Compliance with Law:** All federal, state, and local laws must be observed, including ordinances regarding noise, lighting, and signage. Any suspected illegal activities must be reported immediately to 911.
- **Priority of Use:** Requests by government entities take priority over other applications. Activities deemed disruptive to the operation of the City will not be allowed.
- **Public Access & Greenspace Restrictions:** Because City Center Park is a public space, organizers cannot close the park to the general public.
    - Event Organizers are strictly prohibited from preventing access to any green space through gating, fencing, charging, or requiring an admission ticket.
    - Organizers are not allowed to advertise that admission is required for entry.
    - Because it remains a public park, event organizers are not allowed to ask citizens or non-citizens to leave the premises.
    - To ensure public safety, all sports and recreational activities are strictly prohibited on the green space during scheduled park events.
- **Exclusions:** Gazebos are not included in park rentals.
- **Littering & Dumping:** At no time is littering or dumping permitted within a City park or on public property *(Sec. 66-4)*.
- **Pet Policy:** All dogs in City parks or public property must be kept on a leash, unless located within the designated dog park at the City Center Park ***(Sec. 66-5)***. Dog feces must be immediately collected, sealed in a container, and discarded in a trash receptacle by the owner ***(Sec. 66-5)***.

- **Prohibited Items:** Glass containers are strictly forbidden. Absolutely no drugs or illegal substances are allowed on City property at any time.
- **Overnight Activity:** No person shall be allowed to camp or reside overnight with or without a recreational vehicle, tent, sleeping bag, vehicle, or other structure at a City Park *(Sec.66-10)*.
- **Drones and Model Airplanes:** No person shall engage in model airplane or drone flying in any public park unless they are a contracted vendor flying explicitly on behalf of the City *(Sec. 66-13)*.

Event Definitions & Types

- **Organized Event *(Sec. 66-9)*:** Any event without affiliation with the City of Fayetteville is considered an organized event. Per City Ordinance, an "organized event" is legally defined as any event which is advertised by any media outlet or any other method of advertising; any rally; the posting or handing out of flyers, papers, or advertisements; any event where any participant implements the use of any sound amplification system device or plays amplified music; any gathering where alcohol is consumed; or any gathering sponsored by an organization. *(Sec.66-9)*. Organized events are strictly limited to authorized areas, including City Center Park (*Sec. 66-9)*.

Eligibility & Restrictions

- **Eligible Entities:** Eligible Applicants are limited to Fayetteville non-profit entities and businesses that hold a valid business license and are located within the downtown Main Street District.
- **Strict Ban on Political Activity:** Political rallies, campaign activities, or gatherings on behalf of any candidate for public office are not permitted.
- **Fundraising & Commercial Activity:** No fundraising or commercial activity is permitted on City property unless the activity is specifically sponsored by a City department or an eligible entity with express written permission. Selling food or other items is prohibited except by special permit *(Sec. 66-8).*
- **Amusements & Special Equipment:** No bounce houses, dunk tanks, or equipment requiring independent power are permitted, except by special permit. All games and activities that could damage the lawns are restricted.
- **Use of Pavilions:** The City of Fayetteville provides pavilions for picnics or small gatherings in City Center Park. Pavilions are available strictly on a first-come, first-served basis. Pavilions may not be held by leaving personal property behind and vacating the area. Formal reservations for the pavilions for special events via this permit application cannot be made.
- **Grills & Fires:** No outdoor cooking of food, outdoor fires, or portable grills shall be permitted within the City parks or on public property, except in areas specifically designated by the City *(Sec. 66-11).* Ground fires in City Center Park are strictly prohibited.

Vendor & Permitting Requirements

- **Vendor Markets, Tents, & Canopies:** No tents or canopies larger than 10'x 10' are allowed without the express written permission for that purpose in this approved Application-Permit.
    - Vendors are strictly prohibited from driving stakes, posts, poles, or any other device into the ground, or digging holes for the purpose of securing structures for any reason (including tents, stages, or other equipment).
    - All approved tents must be secured with 40-pound weights on each tent leg.
- **Signage and Advertisement Regulations:** No park visitors or event participants may affix any bill, sign, or notice on any tree, building, or fixture, nor hand out flyers/materials to another person in the park without explicit City authorization *(Sec. 66-12).* No signs are allowed on, or in the public right-of-way; no banners are permitted on buildings. In accordance with the City Sign Ordinance, a single 5-square-foot sign may be allowed on-site during the event; vendor signage/banners with a 30-square-foot limit on or at tents are also allowed. Blinking or flashing lights designed to attract attention are strictly prohibited, and all event signage must be removed immediately following the event.
- **Food Truck Requirements:** All food trucks must provide up-to-date documentation, including:
    - Business License.
    - Food Truck Permit.
    - Fire Inspection with the City of Fayetteville.
    - Mobile Food Service Unit Permit.
    - Georgia Department of Health Inspection from their home county.
- **Cooking Tents:** Organizers must ensure all approved permits are obtained. The Fire Department must be notified in advance so an on-site inspection can be conducted.
- **Amplified Music:** No amplified music or use of a sound amplification system is allowed except by special permit. *(Sec. 66-9)*
- **Alcohol Vendors & Consumption:** The consumption of any alcoholic beverage is prohibited in any City park unless purchased from a vendor operating under a valid City of Fayetteville permit or consumed at a permitted special event or catered function *(Sec.66-3).* Consumption is permitted when served in cups featuring the approved Entertainment District Sticker.
    - To operate at the event, alcohol vendors must be established businesses within the entertainment district and possess all required, approved permits from the City of Fayetteville.
    - Any business within the entertainment district that is licensed with the City of Fayetteville that transports or carries alcoholic beverages outside of its designated, licensed premises must first obtain an official permit. Businesses may secure the necessary alcohol permits by contacting the City of Fayetteville Occupational Tax Department via PBrown@fayetteville-ga.gov or (770) 719-4165, 10 days in advance of the event.
    - Alcohol must be served in plastic cups no larger than 16 oz.

Logistics & Property Protection

- **No City Labor or Supplies:** The City does not provide personnel for event set-up, assistance during the event, or clean-up. The City does not provide supplies or equipment needed to conduct the event.
- **Permanent Fixtures:** No permanent fixture or apparatus may be affixed to City property. Any action that defaces paved surfaces, walls, or landscaping is strictly prohibited.

Waste Management & Trash Removal

- **Clean and Orderly:** City property must be left clean and orderly, including the removal of all trash, debris, signage, and promotional materials used during the event.
- **Trash Can Restrictions:** Existing Park trash cans are intended for incidental public use only and may not be used for event-related waste. Leaving an overflow of trash in or around park trash cans is strictly prohibited
- **Off-Site Disposal:** Event organizers are responsible for the total removal of all event-generated waste from the premises. Main Street staff advises on obtaining additional trash bins/service. The City does not provide personnel or equipment to assist with clean-up.
- **Penalties for Non-Compliance:** Failure to leave the property clean, including leaving overflow in park bins, will result in the forfeiture of any security deposit and the denial of future reservation requests. Violations of Chapter 66 may also result in legal citations returnable to the municipal court of the City *(Sec. 66-14).*

Fees & Liability

- **Security Deposits:** The City will assess a $500 refundable security deposit via check prior to permit issuance. If the event site is not left clean, the City may retain all or part of the deposit to cover damage to City utilities, equipment, or green space, and/ or the cost of City staff time required to clean the site.
- **Insurance:** Upon application review and approval, a Certificate of Insurance (COI) naming the *City of Fayetteville, Georgia,* as additional insured will be required with at least $1,000,000 in liability coverage.
- **Indemnification:** The application must be signed to indemnify and hold harmless the *City of Fayetteville, Georgia,* and its representatives from any and all claims.

Application Process

- **First-Come, First-Served:** Reservations are granted on a "first-come, first-served" basis, provided the application meets all policy terms. Applications must be submitted no less than 30 days prior to the event, and no more than 12-months prior to the event.
- **Submission:** Applications must be submitted to the City's Main Street Program Manager in the Economic Development Department at kperkins@fayetteville-ga.gov
- **Approval Authority:** Decisions to approve or disapprove applications are made by the City Manager, Economic Development Director, or the Main Street Manager.

- **Right to Withdraw:**

  The City reserves the right to withdraw or revoke approval at any time, including after issuance, if (a) the actual nature, scope, or conduct of the event materially differs from what was represented in the application, or (b) subsequent information indicates the event poses a risk to public health, safety, or welfare. The applicant will be notified in writing and full deposit returned.

- **Enforcement & Violations:** Citations for violations of park rules may be issued by the City Manager (or designee) or a Fayetteville police officer and tried before the municipal court *(Sec. 66-14)*.

- **Application Approval:** Upon approval of the application, a Special Event Permit will be issued. The applicant or event organizer must maintain a physical or digital copy of this permit on-site for the duration of the event.

APPLICATION

REQUEST FOR USE OF CITY CENTER PARK

Applicant/Event Organizer is a ____ Non-Profit or a ____Main Street Business

Address/City/State/Zip: _____

Applicant's Name: _____

Phone Number: _____ Email: _____

Request for: _____ Date Request Received: _____

Event Date: _____ Event Times: _____

Anticipated Event Attendance: _____Set-Up/Tear-Down Times: _____

Name of Non-Profit or Main Street Business: _____

Non-Profit Status & Certificate of Insurance: submit proof of IRS Not-for-Profit status with application □; Upon application approval, COI will be submitted with City of Fayetteville named as Additional Insured □

Description of Event:

_____

_____

_____

_____

_____

The Applicant has read the City's Special Event Policy regarding the use of City Center Park, agrees to abide by said policy and be held responsible for any policy violations, and to hold harmless and indemnify the City of Fayetteville, Georgia and its representatives from any and all claims. Applicant agrees to provide a Certificate of Insurance of at least $1,000,000 naming the City of Fayetteville, Georgia as additional insured.

Applicant's Signature: _____ Date: _____

<u>City Staff Use Only</u>

Does this request meet the terms and conditions of the City's established policy for use of City Center Park?

□ Approved □ Denied **By: _____**

Signature: _____ Date: _____

CITY CENTER PARK SPECIAL EVENT PERMIT
Permit Number: CCP-2026-_____
Date Issued: _____
Approval Authority: City Manager / Economic Development Director / Main Street Manager

On-Site Requirement: The applicant or event organizer must maintain a physical or digital copy of this permit on-site for the entire duration of the event. It must be presented immediately upon request to any Fayetteville Police Officer, City Manager (or designee), or emergency personnel.

1. Permitted Organizer & Timeline

- **Main Street Business / Applicant:** _____
- **On-Site Contact & Phone:** _____
- **Event Date:** _____
- **Event Times:** _____ *(Note: Times are strictly limited from dawn to dusk unless explicitly approved in writing)*
- **Set-up / Tear-down Window:** _____

2. Approved Activities & Operational Checklist

The checkboxes below indicate activities explicitly reviewed and approved under this permit:

- **Amplified Music / Sound (Sec. 66-9):** Classified as an Organized Event. Must adhere to all local noise, lighting, and signage laws. Suspected illegal activity must be reported immediately to 911.
- **Entertainment District Alcohol (Sec. 66-3):** Must be served by an established district business holding a valid alcohol permit from the Occupational Tax Department. Must use plastic cups no larger than 16 oz. featuring the approved Entertainment District Sticker. Absolutely no glass containers allowed.
- **Vendor Market Set-up:** Tents/canopies cannot exceed 10'x10' without written permission. Driving stakes, posts, poles, or digging holes into the ground is strictly prohibited. All tents must be secured with 40-pound weights per tent leg.
- **Food Trucks & Cooking Tents:** Requires verified Business License, Food Truck Permit, City Fire Inspection, Mobile Food Service Unit Permit, and County Health Inspection. Fire Dept. must be notified in advance for cooking tent inspections. No independent portable grills or ground fires permitted in unapproved areas (Sec. 66-11).
- **Event Signage (Sec. 66-12):** Affixing signs to trees, buildings, or fixtures is prohibited. Right-of-way signage is banned. Limited to a single 5-sq.-ft. on-site sign and 30-sq.-ft. vendor tent banners. Flashing/blinking lights are forbidden; all signs must be removed immediately after the event.

- **Special Amusements / Equipment:** Bounce houses, dunk tanks, or independent power equipment are prohibited unless explicitly authorized via this special permit.

3. Core Permit Conditions & Park Constraints

1. **Public Access & Greenspace Restrictions:** City Center Park remains a public space. Organizers are strictly prohibited from gating, fencing, charging admission, or requiring tickets for entry. Organizers cannot advertise that admission is required, nor can they ask citizens or non-citizens to leave the premises.
2. **Greenspace Safety:** To ensure public safety, all sports and recreational activities are strictly prohibited on the green space during scheduled park events.
3. **Strict Ban on Political Activity:** Political rallies, campaign activities, or gatherings on behalf of any candidate for public office are strictly prohibited.
4. **Littering & Waste Management:** Existing park trash cans are for incidental public use only and cannot be used for event waste. Leaving an overflow of trash is strictly prohibited. Organizers are responsible for the total removal of all event-generated waste from the premises. Failure to leave the property clean will result in the forfeiture of the $500 security deposit, denial of future reservations, and municipal court citations (Sec. 66-14).
5. **General Prohibitions:** No glass containers, drugs, or illegal substances are allowed on City property. No overnight camping or residing in vehicles/tents is permitted (Sec. 66-10). Drones or model airplanes are prohibited unless flown by a contracted vendor explicitly on behalf of the City (Sec. 66-13). All dogs must be on a leash (unless inside the designated dog park), and feces must be immediately bagged and discarded (Sec. 66-5). Gazebos and pavilions are excluded from formal event reservations.

4. Municipal Authorization & Indemnification

The organizer has provided a Certificate of Insurance (COI) proving a minimum of $1,000,000 in liability coverage naming the City of Fayetteville, Georgia, as an additional insured. By holding this permit, the applicant agrees to abide by all terms of Chapter 66 of the City Code of Ordinances and holds harmless and indemnifies the City and its representatives from any and all claims. Violations are subject to legal citations tried before the Fayetteville Municipal Court.

Authorized By:
City of Fayetteville Main Street Program / Economic Development Department

Signature: _____
Title: Main Street Program & Events Manager

Date Approved: _____