

## BOARD OF COUNTY COMMISSIONERS

Lee Hearn, Chairman  
Edward Gibbons, Vice Chairman  
Eric K. Maxwell  
Charles W. Oddo  
Charles D. Rousseau



## FAYETTE COUNTY, GEORGIA

Steve Rapson, County Administrator  
Dennis A. Davenport, County Attorney  
Tameca P. Smith, County Clerk  
Marlena Edwards, Chief Deputy County Clerk

140 Stonewall Avenue West  
Public Meeting Room  
Fayetteville, GA 30214

## AGENDA

July 8, 2021  
5:00 p.m.

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

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

### PROCLAMATION/RECOGNITION:

1. Recognition of the Finance Department and Fayette County staff with regards to Fayette County consistently maintaining an Aaa rating of the General Obligation bonds. (pages 3-8)
2. Recognition of the Finance Department and Water System staff with regards to Fayette County Water System consistently maintaining an "Aa2" rating of the Water System Revenue bonds. (pages 9-14)

### PUBLIC HEARING:

### PUBLIC COMMENT:

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

### CONSENT AGENDA:

3. Approval of the Election Office's request to enter into an Intergovernmental Agreement with the Town of Brooks allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Brooks in 2021, and authorization for the Chairman to sign said Intergovernmental Agreement. (pages 15-20)
4. Approval of the Election Office's request to enter into an Intergovernmental Agreement with the City of Fayetteville allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Fayetteville in 2021, and authorization for the Chairman to sign said Intergovernmental Agreement. (pages 21-27)
5. Approval of the Election Office's request to enter into an Intergovernmental Agreement with the City of Peachtree City allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Peachtree City in 2021, and authorization for the Chairman to sign said Intergovernmental Agreement. (pages 28-33)

6. Approval of the Election Office's request to enter into an Intergovernmental Agreement with the Town of Tyrone allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Tyrone in 2021, and authorization for the Chairman to sign said Intergovernmental Agreement. (pages 34-39)
7. Approval of the Election Office's request to enter into an Intergovernmental Agreement with the Town of Woolsey allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Woolsey in 2021, and authorization for the Chairman to sign said Intergovernmental Agreement. (pages 40-45)
8. Approval of the June 17, 2021 Special Called Meeting Minutes. (pages 46-49)
9. Approval of the June 24, 2021 Board of Commissioners Meeting Minutes. (pages 50-64)

**OLD BUSINESS:**

**NEW BUSINESS:**

10. Consideration of an Intergovernmental Agreement between the Town of Brooks and Fayette County for the McIntosh Road Micro Surfacing Project. (pages 65-71)
11. Consideration of staff's recommendation for Board of Commissioners to approve Change Order #1 with Asphalt Paving Systems, Inc. for Bid 1870-B Micro Surfacing in the amount of \$60,000 to add the section of McIntosh Road located in the Town of Brooks. (pages 72-73)

**ADMINISTRATOR'S REPORTS:**

- A. Contract 1825-B: Annual Contract for Waterline Extension Task Order 3: Burch Road Meter Vault (page 74)

**ATTORNEY'S REPORTS:**

**COMMISSIONERS' REPORTS:**

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Recognition of the Finance Department and Fayette County staff with regards to Fayette County consistently maintaining an Aaa rating of the General Obligation bonds.

**Background/History/Details:**

In August 2014, Fayette County's General Obligation (GO) bonds were upgraded to Aaa by Standard & Poors. Moody's followed shortly after, in February 2015, also upgrading Fayette County's GO bonds to Aaa.

Annually Moody's prepares and publishes "Issuer Comments" regarding the stability of Fayette County. Each year this comment has remained at Aaa and stable. The 2021 comments were published last month and remain the same.

Attached is the published comment for your review. Note the favorable comments such as, "very strong credit position", "robust financial position", and "The economy and tax base of the county are very strong".

**What action are you seeking from the Board of Commissioners?**

Recognition of the Finance Department, Fayette County staff, and Board of Commissioners with regards to Fayette County consistently maintaining an Aaa rating of the General Obligation bonds.

**If this item requires funding, please describe:**

NA

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

## ISSUER COMMENT

16 June 2021

### RATING

#### General Obligation (or GO Related) <sup>1</sup>

Aaa Stable

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## Fayette County, GA

### Annual Comment on Fayette County

#### Issuer Profile

Fayette County is located in west central Georgia. The county seat of Fayetteville is approximately 20 miles south of downtown Atlanta. The county has a population of 112,303 and a moderate population density of 570 people per square mile. The county's median family income is \$107,975 (1st quartile) and the April 2021 unemployment rate was 2.7% (1st quartile) <sup>2</sup>. The largest industry sectors that drive the local economy are retail trade, health services, and other services.

#### Credit Overview

Fayette County has a very strong credit position, and its Aaa rating is above the US counties median of Aa2. The notable credit factors include a robust financial position, negligible debt and pension liabilities, a very substantial tax base and a strong wealth and income profile.

**Finances:** The financial position of the county is robust and is aligned with the assigned rating of Aaa. The cash balance as a percent of operating revenues (103.6%) far exceeds the US median while the fund balance as a percent of operating revenues (33.6%) is consistent with the US median.

**Debt and Pensions:** The county's debt and pension burdens are low and in line with its Aaa rating position. The net direct debt to full value (0.2%) is slightly under the US median and remained stable from 2016 to 2020. Moreover, Moody's-adjusted net pension liability to operating revenues (0.29x) is favorably lower than the US median.

**Economy and Tax Base:** The economy and tax base of the county are very strong. The full value (\$16.7 billion) is above the US median, and saw a material increase from 2016 to 2020. Furthermore, the full value per capita (\$148,559) is much stronger than other Moody's-rated counties nationwide while the median family income equals a significant 139.7% of the US level.

**Management and Governance:** Georgia counties have an institutional framework score <sup>3</sup> of "Aaa," or very strong. Counties rely primarily on property tax revenues to fund operations, but receive 15% to 25% of total revenues from economically sensitive sales taxes, resulting in overall moderate predictability. Revenue-raising ability is high as counties are not subject to any state-imposed tax or levy caps. Expenditures consist mostly of public safety and personnel, which are highly predictable. Counties have a high ability to reduce expenditures, if necessary, as there are no unions in the state.

## EXHIBIT 1

## Key Indicators 4.5 Fayette County

	2016	2017	2018	2019	2020	US Median	Credit Trend
<b>Economy / Tax Base</b>							
Total Full Value	\$12,638M	\$13,319M	\$14,780M	\$15,275M	\$16,683M	\$8,266M	Improved
Full Value Per Capita	\$115,424	\$120,753	\$132,717	\$136,020	\$148,559	\$88,050	Improved
Median Family Income (% of US Median)	142%	142%	141%	140%	140%	93%	Stable
<b>Finances</b>							
Available Fund Balance as % of Operating Revenues	48.6%	46.6%	33.8%	32.6%	33.6%	34.3%	Weakened
Net Cash Balance as % of Operating Revenues	116.4%	114.1%	90.9%	93.7%	103.6%	39.5%	Weakened
<b>Debt / Pensions</b>							
Net Direct Debt / Full Value	0.3%	0.2%	0.2%	0.2%	0.2%	0.5%	Stable
Net Direct Debt / Operating Revenues	0.52x	0.46x	0.31x	0.27x	0.28x	0.56x	Stable
Moody's-adjusted Net Pension Liability (3-yr average) to Full Value	0.1%	0.2%	0.1%	0.1%	0.2%	1.2%	Stable
Moody's-adjusted Net Pension Liability (3-yr average) to Operating Revenues	0.25x	0.30x	0.21x	0.17x	0.29x	1.39x	Stable

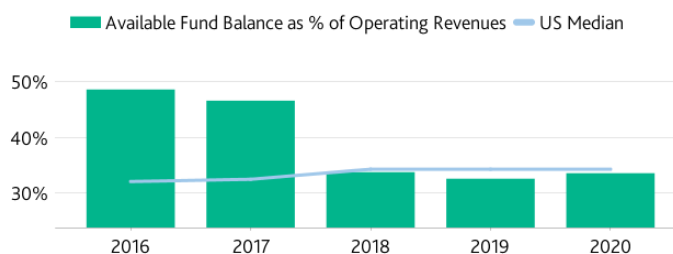
  

	2016	2017	2018	2019	2020	US Median
<b>Debt and Financial Data</b>						
Population	109,495	110,306	111,369	112,303	112,303	N/A
Available Fund Balance (\$000s)	\$32,100	\$32,410	\$32,772	\$33,773	\$36,255	\$26,112
Net Cash Balance (\$000s)	\$76,917	\$79,415	\$88,224	\$97,013	\$111,845	\$30,464
Operating Revenues (\$000s)	\$66,071	\$69,574	\$97,016	\$103,584	\$107,931	\$72,972
Net Direct Debt (\$000s)	\$34,076	\$32,241	\$30,351	\$28,401	\$29,721	\$40,647
Moody's Adjusted Net Pension Liability (3-yr average) (\$000s)	\$16,674	\$20,651	\$19,926	\$17,980	\$31,133	\$97,433

Source: Moody's Investors Service

## EXHIBIT 2

## Available fund balance as a percent of operating revenues decreased from 2016 to 2020

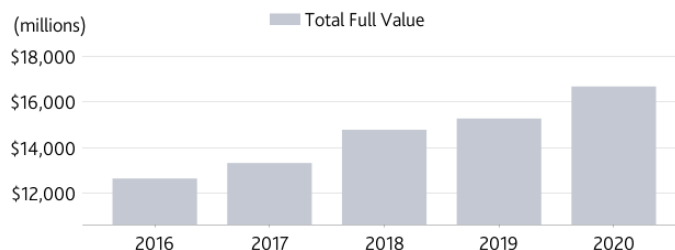


Source: Issuer financial statements; Moody's Investors Service

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on [www.moody.com](http://www.moody.com) for the most updated credit rating action information and rating history.

## EXHIBIT 3

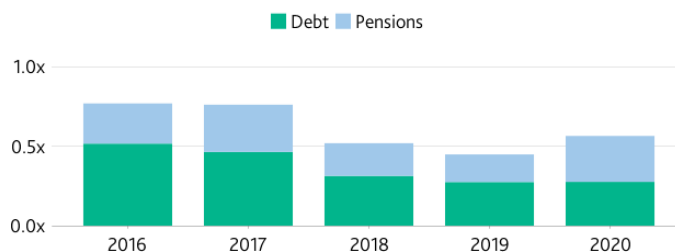
## Full value of the property tax base increased from 2016 to 2020



Source: Issuer financial statements; Government data sources; Offering statements; Moody's Investors Service

## EXHIBIT 4

## Moody's-adjusted net pension liability to operating revenues increased from 2016 to 2020



Source: Issuer financial statements; Government data sources; Offering statements; Moody's Investors Service

## Endnotes

- The rating referenced in this report is the issuer's General Obligation (GO) rating or its highest public rating that is GO-related. A GO bond is generally backed by the full faith and credit pledge and total taxing power of the issuer. GO-related securities include general obligation limited tax, annual appropriation, lease revenue, non-ad valorem, and moral obligation debt. The referenced ratings reflect the government's underlying credit quality without regard to state guarantees, enhancement programs or bond insurance.
  - The demographic data presented, including population, population density, per capita personal income and unemployment rate are derived from the most recently available US government databases. Population, population density and per capita personal income come from the American Community Survey while the unemployment rate comes from the Bureau of Labor Statistics.
- The largest industry sectors are derived from the Bureau of Economic Analysis. Moody's allocated the per capita personal income data and unemployment data for all counties in the US census into quartiles. The quartiles are ordered from strongest-to-weakest from a credit perspective: the highest per capita personal income quartile is first quartile, and the lowest unemployment rate is first quartile.
- The institutional framework score assesses a municipality's legal ability to match revenues with expenditures based on its constitutionally and legislatively conferred powers and responsibilities. See [US Local Government General Obligation Debt \(July 2020\)](#) methodology report for more details.
  - For definitions of the metrics in the Key Indicators Table, [US Local Government General Obligation Methodology and Scorecard User Guide \(July 2014\)](#). Metrics represented as N/A indicate the data were not available at the time of publication.
  - The medians come from our most recently published local government medians report, [Medians - Tax base expansion bolsters revenue, but pensions remain a hurdle \(May 2020\)](#), which is available on Moody's.com. The medians presented here are based on the key metrics outlined in Moody's GO methodology and the associated scorecard.

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# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Recognition of the Finance Department and Water System staff with regards to Fayette County Water System consistently maintaining an "Aa2" rating of the Water System Revenue bonds.

**Background/History/Details:**

In October 2015, Standard & Poor's re-affirmed Fayette County Water System Revenue bond's rating of AA. Moody's followed in 2017, with a re-affirmation of Fayette County Water System Revenue bond's of Aa2.

Annually Moody's prepares and publishes "Issuer Comments" regarding the stability of the Fayette County Water System. Each year this comment has remained at Aa2 and stable. The 2021 comments were published last month and remain the same.

Attached is the published comment for your review. Note the favorable comments such as, "Water's credit position is very strong", "superlative overall", and "robust liquidity".

**What action are you seeking from the Board of Commissioners?**

Recognition of the Finance Department, Water System staff, and Board of Commissioners with regards to Fayette County Water System consistently maintaining an "Aa2" rating of the Water System Revenue bonds.

**If this item requires funding, please describe:**

NA

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

## ISSUER COMMENT

16 June 2021

### RATING

#### Revenue <sup>1</sup>

Aa2 Stable

### Contacts

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## Fayette County

### Annual Comment on Fayette County Water

#### Issuer Profile

Fayette County Water provides water service in Fayette County, Georgia, which has a population of 112,303 and a moderate population density of 570 people per square mile. The county's median family income is \$107,975 (1st quartile) and the April 2021 unemployment rate was 2.7% (1st quartile) <sup>2</sup>. The County's water supply comes from the Flint River as well as four additional creeks, treats it at its two plants, and distributes via a series of pipelines.

#### Credit Overview

Fayette County Water's credit position is very strong, and its Aa2 rating slightly exceeds the US water systems median of Aa3. The key credit factors include a prosperous service area, a negligible debt profile, and robust liquidity. Further considerations for the rating include a satisfactory debt service coverage, but a modestly sized system size.

**System Characteristics:** Overall, the water utility has a quite healthy system profile. The median family income is a strong 139.7% of the US level while the system size, measured as operating and maintenance expenses (\$9.6 million), is similar to the US median.

**Financial Strength:** The financial position of Fayette County Water is superlative overall and is strong relative to its Aa2 rating. The debt to operating revenues (1.3x) is roughly equivalent to the US median, but it has fallen materially from 2016 to 2020. In addition, the days cash on hand (371 days) is good but below the US median. Furthermore, the coverage of the annual debt service by net revenues (1.5x) is adequate but lower than other Moody's-rated water systems nationwide.

**Legal Provisions:** Legal provisions, which typically include a rate covenant requiring a minimum of 1.0x coverage of debt service or more, are adequate across this sector.

#### Sector Trends - Georgia Water

Georgia utilities are typically well maintained and have an average age of plant. Financial metrics are generally solid. While debt service coverage (median of 2.1 times) is strong and slightly above the national median, liquidity remains below national medians, though at a still healthy 291 days. Debt burdens (median of 2.4 times operating revenues) are slightly above the national median, but are manageable. Water supply is ample and few systems face supply constraints. All systems have unlimited rate setting authority, providing notable flexibility.

## EXHIBIT 1

## Key Indicators 3.4 Fayette County Water

Credit Metrics	2016	2017	2018	2019	2020	US Median	Credit Trend
Annual Debt Service Coverage (x)	1.31x	1.64x	1.38x	1.50x	1.51x	2.20x	Stable
Days Cash on Hand (Days)	300	368	316	354	371	416	Improved
Debt to Operating Revenues (x)	2.4x	2.0x	1.9x	1.6x	1.3x	1.8x	Improved
Median Family Income (% of US Median)	142%	142%	142%	140%	140%	100%	Stable
Remaining Useful Life of Capital Assets (Years)	20	20	18	18	18	31	Stable

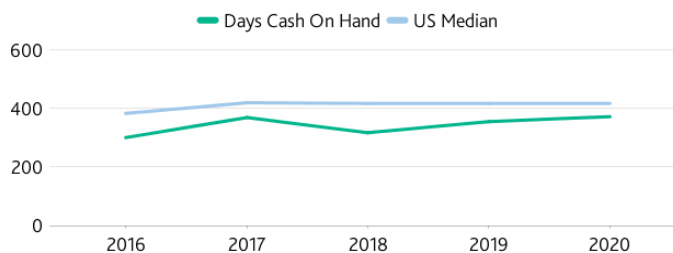
Debt and Financial Data (\$000s)	2016	2017	2018	2019	2020	US Median
Net Funded Debt	\$38,158	\$34,469	\$30,526	\$26,370	\$22,222	\$32,860
Total Revenues	\$15,866	\$17,055	\$16,104	\$16,457	\$17,605	\$18,441
Operating and Maintenance Expenses	\$8,664	\$8,543	\$8,685	\$8,602	\$9,582	\$10,192
Net Revenues	\$7,202	\$8,512	\$7,419	\$7,856	\$8,023	\$8,919
Debt Service	\$5,500	\$5,191	\$5,360	\$5,239	\$5,298	\$3,785

Governance/Legal Provisions	Score
Rate Management	Aa
Regulatory Compliance and Capital Planning	Aa
Rate Covenant	A
Debt Service Reserve Requirement	Aa

Source: Moody's Investors Service

## EXHIBIT 2

## Days cash on hand has increased from 2016 to 2020

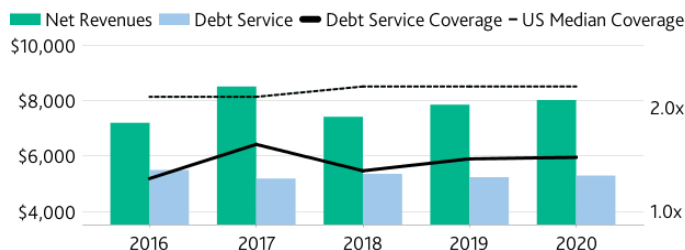


Source: Moody's Investors Service

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on [www.moody.com](http://www.moody.com) for the most updated credit rating action information and rating history.

## EXHIBIT 3

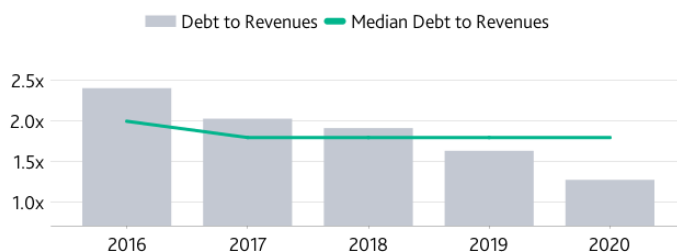
## Debt service coverage increased from 2016 to 2020



Source: Moody's Investors Service

## EXHIBIT 4

## Debt to operating revenues decreased from 2016 to 2020



Source: Moody's Investors Service

## Endnotes

- 1 The rating referenced in this report is the rating of the senior most lien on the relevant pledged revenues. Some utilities have bonds separately secured by distinct revenue sources. For these utilities, the rating referenced in this report is the senior most rating only on the relevant revenue pledge (e.g., water); the utility could have a higher rating on a different type of revenue bond (e.g., sewer).
- 2 The demographic data presented, including population, population density, per capita personal income and unemployment rate are derived from the most recently available US government databases. Population, population density and per capita personal income come from the American Community Survey while the unemployment rate comes from the Bureau of Labor Statistics.

The largest industry sectors are derived from the Bureau of Economic Analysis. Moody's allocated the per capita personal income data and unemployment data for all counties in the US census into quartiles. The quartiles are ordered from strongest-to-weakest from a credit perspective: the highest per capita personal income quartile is first quartile, and the lowest unemployment rate is first quartile.

- 3 Moody's calculations of various statistics can be different than calculations reported in audited financial statements or offering documents. Moody's makes standard adjustments to reported financial data, to facilitate comparisons across issuers. For definitions of the metrics in the Key Indicators Table, see our [US Municipal Utility Revenue Debt](#) methodology.
- 4 The medians come from our most recently published report, [Medians - Solid financial performance, ability to increase rates underpin stability \(May 2020\)](#).

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REPORT NUMBER 1285949

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Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of the Election Office's request to enter into an Intergovernmental Agreement with the Town of Brooks allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Brooks in 2021, and authorization for the Chairman to sign said Intergovernmental Agreement.

**Background/History/Details:**

The Town of Brooks, along with all Fayette County municipalities, will have elections for its offices in November 2021. Historically, Fayette County, the municipalities, and the Board of Elections have entered into intergovernmental agreements authorizing the Board of Elections to serve as Superintendent of Elections. This agreement has been reviewed by County Attorney Dennis Davenport.

The Town of Brooks, along with the Fayette County Board of Elections, have reviewed and approved the proposed intergovernmental agreement. Brooks has agreed to operate as superintendent with respect to qualifying candidates. The County is requested to supply all of the necessary manpower, transportation, and supplies to conduct the election. The town has agreed to reimburse the county for all expenses and charges incurred in the performance of said elections and to indemnify the County from any liability or legal expense.

**What action are you seeking from the Board of Commissioners?**

Approve the Election Office's request to enter into an Intergovernmental Agreement with the Town of Brooks allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Brooks in 2021 and authorization for the Chairman to sign said Intergovernmental Agreement.

**If this item requires funding, please describe:**

There will be an initial outlay of funding from the county, however, pursuant to the Intergovernmental Agreement, all funds expended for this election will be reimbursed to the county by the Town of Brooks.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

Municipal elections will be held on Tuesday, November 2, 2021 with Early Voting beginning Tuesday, October 12 through Friday, October 29, 2021. The last day for a person to register and be eligible to vote in the November election is October 4, 2021.

Received

JUN 29 2021

Fayette County Elections

STATE OF GEORGIA

COUNTY OF FAYETTE

INTERGOVERNMENTAL AGREEMENT FOR CONDUCTING MUNICIPAL ELECTION

This Agreement entered this 1 day of June between the TOWN OF BROOKS, a municipal corporation lying wholly or partially within Fayette County, Georgia, hereinafter referred to as "The Town" and Fayette County, Georgia, a political subdivision of the State of Georgia hereinafter referred to as "The County".

WITNESSETH:

WHEREAS, the Town in the performance of its governmental functions will hold the Election hereinafter described; and,

WHEREAS, under the provisions of the Georgia Election Code, particularly O.C.G.A. §21-2-45 of the Official Code of Georgia Annotated, the Town may, by ordinance, authorize the County to conduct such election and the Town has heretofore adopted such an ordinance; and

WHEREAS, the County has staff and equipment to conduct such election; and WHEREAS, the County desires to assist said Town in the conduct of its municipal Election.

NOW THEREFORE, for and in consideration of the premises contained herein, it is hereby agreed as follows:

- 1.

This Agreement shall govern the conduct of the Town of Brooks municipal election to be held on November 2, 2021 and any and all run-offs which may be necessary and any special elections that may occur within twelve (12) months of this Agreement.



2.

Fayette County through the Fayette County Board of Elections shall operate as superintendent of the aforementioned election and shall perform any and all functions of the Town or any of the Town's officials in connection with the conduct of such election with the exception of duties pertaining to the qualification of candidates and pertaining to the Responsibility of acting as the Qualifying Officer and providing notification to the State Elections Commission concerning candidacy compliance.

3.

A Town official shall operate as the Superintendent with respect to qualifications of candidates. Such official shall perform any and all functions of the Town or any of its officials in connection with the qualifications of candidates in accordance with O.C.G.A. § 21-2-45(C) (2). Further, such official shall be responsible for acting as the Qualifying Officer and for notification to the State Elections Commission concerning candidacy compliance.

4.

The County shall supply all of the necessary manpower and transportation to pick up, deliver, set up, store and return to the County all of the voting equipment used in the election along with all ancillary equipment and necessary supplies.

5.

All the voting equipment shall be programmed by the County in conjunction with the office of the Secretary of State.

6

All absentee ballots shall be ordered, issued, mailed, and accounted for by the County.

7.

Staffing of the polling locations and training of the staff shall be provided by the County.

8.

All expenses and charges incurred in the performance of said election (except for the actual cost of the State-owned voting system and State-owned ancillary equipment) shall be the responsibility of the Town. Said expenses and charges shall include but not be limited to the following: all costs of training and providing personnel for the election, costs of printing, mailing and processing absentee ballots, the costs of expendable supplies and a pro-rated maintenance cost for the voting equipment. An invoice for the costs and expenses of the election shall be submitted to the Town and the Town shall remit payment of the invoice to Fayette County within 30 days of receipt of the invoice.

9.

To the extent permitted by law, the Town shall indemnify, defend and hold harmless the County from any liability and/or litigation expenses to which the County may be subjected as a consequence of or as a result of the election for the Town. The Town will furthermore, to the extent permitted by law, reimburse the County for any and all necessary legal representation, by counsel chosen by the County, in any action arising from the conduct of the Town election. Said reimbursement shall be paid by the Town within thirty days of invoice by the County.

10.

This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

11.

Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

12.

Should it be necessary to comply with any legal requirements, the necessary members of the County's personnel may be temporarily sworn in as officers and employees of the Town.

[SIGNATURES FOLLOW ON NEXT PAGE]

FAYETTE COUNTY, GEORGIA

By: \_\_\_\_\_

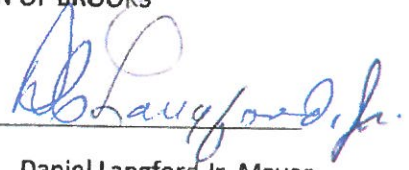
Lee Hearn, Chairman  
Board of Commissioners

Attest:

\_\_\_\_\_

Tameca Smith, County Clerk

TOWN OF BROOKS

By:  \_\_\_\_\_  
Daniel Langford Jr, Mayor

Attest:

 \_\_\_\_\_

Kimberly Bradley, City Clerk

FAYETTE COUNTY ELECTIONS &  
VOTER REGISTRATION

By:  \_\_\_\_\_  
Darryl Hicks, Chairman

Attest:

 \_\_\_\_\_

Brian W. Hill, Director of Elections

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of the Election Office's request to enter into an Intergovernmental Agreement with the City of Fayetteville allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Fayetteville in 2021, and authorization for the Chairman to sign said Intergovernmental Agreement.

**Background/History/Details:**

The City of Fayetteville, along with all Fayette County municipalities, will have elections for its offices in November 2021. Historically, Fayette County, the municipalities, and the Board of Elections have entered into intergovernmental agreements authorizing the Board of Elections to serve as Superintendent of Elections. This agreement has been reviewed by County Attorney Dennis Davenport.

The City of Fayetteville, along with the Fayette County Board of Elections, have reviewed and approved the proposed intergovernmental agreement. Fayetteville has agreed to operate as superintendent with respect to qualifying candidates. The County is requested to supply all of the necessary manpower, transportation, and supplies to conduct the election. The city has agreed to reimburse the county for all expenses and charges incurred in the performance of said elections and to indemnify the County from any liability or legal expense.

**What action are you seeking from the Board of Commissioners?**

Approve the Election Office's request to enter into an Intergovernmental Agreement with the City of Fayetteville allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Fayetteville in 2021, and authorization for the Chairman to sign said Intergovernmental Agreement.

**If this item requires funding, please describe:**

There will be an initial outlay of funding from the county, however, pursuant to the Intergovernmental Agreement, all funds expended for this election will be reimbursed to the county by the City of Fayetteville.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

Municipal elections will be held on Tuesday, November 2, 2021 with Early Voting beginning Tuesday, October 12 through Friday, October 29, 2021. The last day for a person to register and be eligible to vote in the November election is October 4, 2021.

STATE OF GEORGIA

COUNTY OF FAYETTE

**INTERGOVERNMENTAL AGREEMENT FOR CONDUCTING  
MUNICIPAL ELECTION**

This Agreement entered this 17<sup>th</sup> day of June between the CITY OF FAYETTEVILLE, a municipal corporation lying wholly or partially within Fayette County, Georgia, hereinafter referred to as "The City" and FAYETTE COUNTY, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as "The County".

WITNESSETH:

**WHEREAS**, the City, in the performance of its governmental functions will hold the Election hereinafter described; and,

**WHEREAS**, under the provisions of the Georgia Election Code, particularly O.C.G.A. §21-2-45 of the Official Code of Georgia Annotated, the City may by ordinance, authorize the County to conduct such election, and the City has heretofore adopted such an ordinance; and

**WHEREAS**, the County has staff and equipment to conduct such election; and

**WHEREAS**, the County desires to assist said City in the conduct of its Municipal Election.

**NOW THEREFORE**, for and in consideration of the premises contained herein, it is hereby agreed as follows:

This Agreement shall govern the conduct of the City of Fayetteville Municipal election to be held on November 2, 2021 and any and all run-offs which may be necessary and any Special elections that may occur within twelve (12) months of this Agreement.

**2.**

Fayette County, through the Fayette County Board of Elections shall operate as Superintendent of the aforementioned election, and shall perform any and all functions of the City or any of the City's officials in connection with the conduct of such election with the exception of duties pertaining to the qualification of candidates, and pertaining to the responsibility of acting as the Qualifying Officer and providing notification to the State Elections Commission concerning candidacy compliance.

**3.**

A City official shall operate as the Superintendent with respect to qualifications of candidates. Such official shall perform all functions of the City or any of its officials in connection with the qualifications of candidates in accordance with O.C.G.A. § 21-2-45(C) (2). Further, such official shall be responsible for acting as the Qualifying Officer and for notification to the State Elections Commission concerning candidacy compliance.

4.

The County shall supply all of the necessary manpower and transportation to pick up, deliver, set up, store and return to the County all of the voting equipment used in the election along with all ancillary equipment and necessary supplies.

5.

All the voting equipment shall be programmed by the County in conjunction with the office of the Secretary of State.

6.

All absentee ballots shall be ordered, issued, mailed, and accounted for by the County.

7.

Staffing of the polling locations and training of the staff shall be provided by the County.

8.

All expenses and charges incurred in the performance of said election (except for the actual cost of the State-owned voting system and State-owned ancillary equipment) shall be the responsibility of the City. Said expenses and charges shall include but not be limited to the following: all costs of training



and providing personnel for the election, costs of printing, mailing and processing absentee ballots, the costs of expendable supplies and a pro-rated maintenance cost for the voting equipment. An invoice for the costs and expenses of the election shall be submitted to the City and the City shall remit payment of the invoice to Fayette County within 30 days of receipt of the invoice.

9.

To the extent permitted by law, the City shall indemnify, defend, and hold harmless the County from any liability and/or litigation expenses to which the County may be subjected as a consequence of, or as a result of the election for the City. The City will furthermore, to the extent permitted by law, reimburse the County for any and all necessary legal representation by counsel chosen by the County, in any action arising from the conduct of the City election. Said reimbursement shall be paid by the City within thirty days of invoice by the County.

10.

This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized

by proper action of the respective parties.

**11.**

Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

**12.**

Should it be necessary to comply with any legal requirements, the necessary members of the County's personnel may be temporarily sworn in as officers and employees of the City.

[SIGNATURES FOLLOW ON NEXT  
PAGE]

FAYETTE COUNTY, GEORGIA

By: \_\_\_\_\_  
Lee Hearn, Chairman  
Board of Commissioners

Attest:

\_\_\_\_\_  
Tameca Smith, County Clerk



CITY OF FAYETTEVILLE  
By: \_\_\_\_\_  
Edward Johnson, Mayor

Attest:

\_\_\_\_\_  
Anne Barksdale, City Clerk

FAYETTE COUNTY ELECTIONS &  
VOTER REGISTRATION

By: \_\_\_\_\_  
Darryl Hicks, Chairman

Attest:

\_\_\_\_\_  
Brian W. Hill, Director of Elections

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of the Election Office's request to enter into an Intergovernmental Agreement with the City of Peachtree City allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Peachtree City in 2021, and authorization for the Chairman to sign said Intergovernmental Agreement.

**Background/History/Details:**

The City of Peachtree City, along with all Fayette County municipalities, will have elections for its offices in November 2021. Historically, Fayette County, the municipalities, and the Board of Elections have entered into intergovernmental agreements authorizing the Board of Elections to serve as Superintendent of Elections. This agreement has been reviewed by County Attorney Dennis Davenport.

The City of Peachtree City, along with the Fayette County Board of Elections, have reviewed and approved the proposed intergovernmental agreement. Peachtree City has agreed to operate as superintendent with respect to qualifying candidates. The County is requested to supply all of the necessary manpower, transportation, and supplies to conduct the election. The city has agreed to reimburse the county for all expenses and charges incurred in the performance of said elections and to indemnify the County from any liability or legal expense.

**What action are you seeking from the Board of Commissioners?**

Approve the Election Office's request to enter into an Intergovernmental Agreement with the City of Peachtree City allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Peachtree City in 2021, and authorization for the Chairman to sign said Intergovernmental Agreement.

**If this item requires funding, please describe:**

There will be an initial outlay of funding from the county, however, pursuant to the Intergovernmental Agreement, all funds expended for this election will be reimbursed to the county by the City of Peachtree City.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

Municipal elections will be held on Tuesday, November 2, 2021 with Early Voting beginning Tuesday, October 12 through Friday, October 29, 2021. The last day for a person to register and be eligible to vote in the November election is October 4, 2021.

STATE OF GEORGIA

COUNTY OF FAYETTE

**INTERGOVERNMENTAL AGREEMENT FOR CONDUCTING MUNICIPAL  
ELECTION**

This Agreement entered this 1 day of June between

the CITY OF PEACHTREE CITY, a municipal corporation lying wholly or partially within Fayette County, Georgia, hereinafter referred to as "The City" and Fayette County, Georgia, a political subdivision of the State of Georgia hereinafter referred to as "The County".

WITNESSETH:

WHEREAS the City in the performance of its governmental functions will hold the Election hereinafter described; and,

WHEREAS, under the provisions of the Georgia Election Code, particularly O.C.G.A. §21-2-45 of the Official Code of Georgia Annotated, the city may, by ordinance, authorize the County to conduct such election and the City has heretofore adopted such an ordinance; and

WHEREAS, the County has staff and equipment to conduct such election; and WHEREAS, the County desires to assist said City in the conduct of its municipal Election.

NOW THEREFORE, for and in consideration of the premises contained herein, it is hereby agreed as follows:

1.

This Agreement shall govern the conduct of the City of Peachtree City municipal election to be held on November 2, 2021, and any and all run-offs which may be necessary and any special elections that may occur within twelve (12) months of this Agreement.

2.

Fayette County through the Fayette County Board of Elections shall operate as superintendent of the aforementioned election and shall perform any and all functions of the City or any of the City's officials in connection with the conduct of such election with the exception of duties pertaining to the qualification of candidates and pertaining to the Responsibility of acting as the Qualifying Officer and providing notification to the State Elections Commission concerning candidacy compliance.

3.

A City official shall operate as the Superintendent with respect to qualifications of candidates. Such official shall perform any and all functions of the City or any of its officials. In connection with the qualifications of candidates in accordance with O.C.G.A. § 21-2-45(C) (2). Further, such official shall be responsible for acting as the Qualifying Officer and for notification to the State Elections Commission concerning candidacy compliance.

4.

The County shall supply all of the necessary manpower and transportation to pick up, deliver, set up, store and return to the County all of the voting equipment used in the election along with all ancillary equipment and necessary supplies.

5.

All the voting equipment shall be programmed by the County in conjunction with the office of the Secretary of State.

6

All absentee ballots shall be ordered, issued, mailed, and accounted for by the County.

7.

Staffing of the polling locations and training of the staff shall be provided by the County.

8.

All expenses and charges incurred in the performance of said election (except for the actual cost of the State-owned voting system and State-owned ancillary equipment) shall be the responsibility of the City. Said expenses and charges shall include but not be limited to the following: all costs of training and providing personnel for the election, costs of printing, mailing, and processing absentee ballots, the costs of expendable supplies and a pro-rated maintenance cost for the voting equipment. An invoice for the costs and expenses of the election shall be submitted to the City and the City shall remit payment of the invoice to Fayette County within 30 days of receipt of the invoice.

9.

To the extent permitted by law, the City shall indemnify, defend, and hold harmless the County from any liability and/or litigation expenses to which the County may be subjected as a consequence of or as a result of the election for the City. The City will furthermore, to the extent permitted by law, reimburse the County for any and all necessary legal representation, by counsel chosen by the County, in any action arising from the conduct of the City election. Said reimbursement shall be paid by the City within thirty days of invoice by the County.

10.

This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

11.

Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

12.

Should it be necessary to comply with any legal requirements, the necessary members of the County's personnel may be temporarily sworn in as officers and employees of the City.

[SIGNATURES FOLLOW ON NEXT PAGE]



FAYETTE COUNTY, GEORGIA

By: \_\_\_\_\_

Lee Hearn, Chairman  
Board of Commissioners

Attest:

\_\_\_\_\_

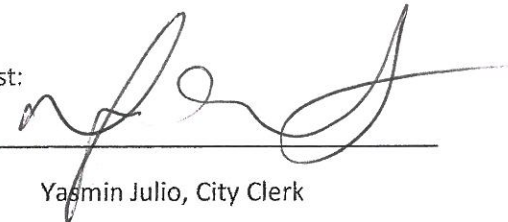
Tameca Smith, County Clerk

CITY OF PEACHTREE CITY

By:  \_\_\_\_\_

Vanessa Fleisch, Mayor

Attest:

  
\_\_\_\_\_

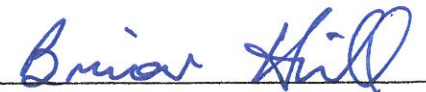
Yasmin Julio, City Clerk

FAYETTE COUNTY ELECTIONS &  
VOTER REGISTRATION

By:  \_\_\_\_\_

Darryl Hicks, Chairman

Attest:

  
\_\_\_\_\_

Brian W. Hill, Director of Elections

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of the Election Office's request to enter into an Intergovernmental Agreement with the Town of Tyrone allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Tyrone in 2021, and authorization for the Chairman to sign said Intergovernmental Agreement.

**Background/History/Details:**

The Town of Tyrone, along with all Fayette County municipalities, will have elections for its offices in November 2021. Historically, Fayette County, the municipalities, and the Board of Elections have entered into intergovernmental agreements authorizing the Board of Elections to serve as Superintendent of Elections. This agreement has been reviewed by County Attorney Dennis Davenport.

The Town of Tyrone, along with the Fayette County Board of Elections, have reviewed and approved the proposed intergovernmental agreement. Tyrone has agreed to operate as superintendent with respect to qualifying candidates. The County is requested to supply all of the necessary manpower, transportation, and supplies to conduct the election. The town has agreed to reimburse the county for all expenses and charges incurred in the performance of said elections and to indemnify the County from any liability or legal expense.

**What action are you seeking from the Board of Commissioners?**

Approve the Election Office's request to enter into an Intergovernmental Agreement with the Town of Tyrone allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Tyrone in 2021, and authorization for the Chairman to sign said Intergovernmental Agreement.

**If this item requires funding, please describe:**

There will be an initial outlay of funding from the county, however, pursuant to the Intergovernmental Agreement, all funds expended for this election will be reimbursed to the county by the Town of Tyrone.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

Municipal elections will be held on Tuesday, November 2, 2021 with Early Voting beginning Tuesday, October 12 through Friday, October 29, 2021. The last day for a person to register and be eligible to vote in the November election is October 4, 2021.

STATE OF GEORGIA

COUNTY OF FAYETTE

INTERGOVERNMENTAL AGREEMENT FOR CONDUCTING MUNICIPAL ELECTION

This Agreement entered this 1 day of June between

the TOWN OF TYRONE, a municipal corporation lying wholly or partially within Fayette County, Georgia, hereinafter referred to as "The Town" and Fayette County, Georgia, a political subdivision of the State of Georgia hereinafter referred to as "The County".

WITNESSETH:

WHEREAS the Town in the performance of its governmental functions will hold the Election hereinafter described; and,

WHEREAS, under the provisions of the Georgia Election Code, particularly O.C.G.A. §21-2-45 of the Official Code of Georgia Annotated, the Town may, by ordinance, authorize the County to conduct such election and the Town has heretofore adopted such an ordinance; and

WHEREAS, the County has staff and equipment to conduct such election; and WHEREAS, the County desires to assist said Town in the conduct of its municipal Election.

NOW THEREFORE, for and in consideration of the premises contained herein, it is hereby agreed as follows:

- 1.

This Agreement shall govern the conduct of the Town of Tyrone municipal election to be held on November 2, 2021, and any and all run-offs which may be necessary and any special elections that may occur within twelve (12) months of this Agreement.

2.

Fayette County through the Fayette County Board of Elections shall operate as superintendent of the aforementioned election and shall perform any and all functions of the Town or any of the Town's officials in connection with the conduct of such election with the exception of duties pertaining to the qualification of candidates and pertaining to the Responsibility of acting as the Qualifying Officer and providing notification to the State Elections Commission concerning candidacy compliance.

3.

A Town official shall operate as the Superintendent with respect to qualifications of candidates. Such official shall perform any and all functions of the Town or any of its officials. In connection with the qualifications of candidates in accordance with O.C.G.A. § 21-2-45(C) (2). Further, such official shall be responsible for acting as the Qualifying Officer and for notification to the State Elections Commission concerning candidacy compliance.

4.

The County shall supply all of the necessary manpower and transportation to pick up, deliver, set up, store and return to the County all of the voting equipment used in the election along with all ancillary equipment and necessary supplies.

5.

All the voting equipment shall be programmed by the County in conjunction with the office of the Secretary of State.

6.

All absentee ballots shall be ordered, issued, mailed, and accounted for by the County.

7.

Staffing of the polling locations and training of the staff shall be provided by the County.

8.

All expenses and charges incurred in the performance of said election (except for the actual cost of the State-owned voting system and State-owned ancillary equipment) shall be the responsibility of the Town. Said expenses and charges shall include but not be limited to the following: all costs of training and providing personnel for the election, costs of printing, mailing, and processing absentee ballots, the costs of expendable supplies and a pro-rated maintenance cost for the voting equipment. An invoice for the costs and expenses of the election shall be submitted to the Town and the Town shall remit payment of the invoice to Fayette County within 30 days of receipt of the invoice.

9.

To the extent permitted by law, the Town shall indemnify, defend, and hold harmless the County from any liability and/or litigation expenses to which the County may be subjected as a consequence of or as a result of the election for the Town. The Town will furthermore, to the extent permitted by law, reimburse the County for any and all necessary legal representation, by counsel chosen by the County, in any action arising from the conduct of the Town election. Said reimbursement shall be paid by the Town within thirty days of invoice by the County.

10.

This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

11.

3

Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

12.

Should it be necessary to comply with any legal requirements, the necessary members of the County's personnel may be temporarily sworn in as officers and employees of the Town.

[SIGNATURES FOLLOW ON NEXT PAGE]

FAYETTE COUNTY, GEORGIA

By: \_\_\_\_\_

Lee Hearn, Chairman  
Board of Commissioners

Attest:

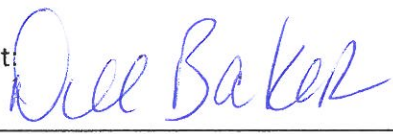
\_\_\_\_\_  
Tameca Smith, County Clerk

TOWN OF TYRONE

By:  \_\_\_\_\_

Eric Dial, Mayor

Attest:

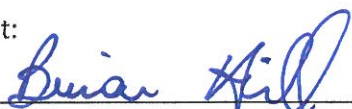
  
\_\_\_\_\_  
Dee Baker, City Clerk

FAYETTE COUNTY ELECTIONS &  
VOTER REGISTRATION

By:  \_\_\_\_\_

Darryl Hicks, Chairman

Attest:

  
\_\_\_\_\_  
Brian W. Hill, Director of Elections

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of the Election Office's request to enter into an Intergovernmental Agreement with the Town of Woolsey allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Woolsey in 2021, and authorization for the Chairman to sign said Intergovernmental Agreement.

**Background/History/Details:**

The Town of Woolsey, along with all Fayette County municipalities, will have elections for its offices in November 2021. Historically, Fayette County, the municipalities, and the Board of Elections have entered into intergovernmental agreements authorizing the Board of Elections to serve as Superintendent of Elections. This agreement has been reviewed by County Attorney Dennis Davenport.

The Town of Woolsey, along with the Fayette County Board of Elections, have reviewed and approved the proposed intergovernmental agreement. Woolsey has agreed to operate as superintendent with respect to qualifying candidates. The County is requested to supply all of the necessary manpower, transportation, and supplies to conduct the election. The town has agreed to reimburse the county for all expenses and charges incurred in the performance of said elections and to indemnify the County from any liability or legal expense.

**What action are you seeking from the Board of Commissioners?**

Approve the Election Office's request to enter into an Intergovernmental Agreement with the Town of Woolsey allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Woolsey in 2021, and authorization for the Chairman to sign said Intergovernmental Agreement.

**If this item requires funding, please describe:**

There will be an initial outlay of funding from the county, however, pursuant to the Intergovernmental Agreement, all funds expended for this election will be reimbursed to the county by the Town of Woolsey.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

Municipal elections will be held on Tuesday, November 2, 2021 with Early Voting beginning Tuesday, October 12 through Friday October 29, 2021. The last day for a person to register and be eligible to vote in the November election is October 4, 2021.



STATE OF GEORGIA

COUNTY OF FAYETTE

INTERGOVERNMENTAL AGREEMENT FOR CONDUCTING MUNICIPAL  
ELECTION

This Agreement entered into this 2 day of November between the TOWN OF WOOLSEY, a municipal corporation lying wholly or partially within Fayette County, Georgia, hereinafter referred to as "The Town" and Fayette County, Georgia, a political subdivision of the State of Georgia hereinafter referred to as "The County".

WITNESSETH:

WHEREAS, the Town in the performance of its governmental functions will hold the Election hereinafter described and,

WHEREAS, under the provisions of the Georgia Election Code, particularly O.C.G.A. §21-2-45 of the Official Code of Georgia Annotated, the Town may, by ordinance, authorize the County to conduct such election and the Town has heretofore adopted such an ordinance; and

WHEREAS, the County has staff and equipment to conduct such election; and WHEREAS, the County desires to assist said Town in the conduct of its municipal Election.

NOW THEREFORE, for and in consideration of the premises contained herein, it is hereby agreed as follows:

1.

This Agreement shall govern the conduct of the Town of Woolsey municipal election to be held on November 2, 2021 and any and all run-offs which may be necessary and any special elections that may occur within twelve (12) months of this Agreement.

2.

Fayette County through the Fayette County Board of Elections shall operate as superintendent of the aforementioned election and shall perform any and all functions of the Town or any of the Town's officials in connection with the conduct of such election with the exception of duties pertaining to the qualification of candidates and pertaining to the Responsibility of acting as the Qualifying Officer and providing notification to the State Elections Commission concerning candidacy compliance.

3.

A Town official shall operate as the Superintendent with respect to qualifications of candidates. Such official shall perform any and all functions of the Town or any of its officials in connection with the qualifications of candidates in accordance with O.C.G.A. § 21-2-45(C) (2). Further, such official shall be responsible for acting as the Qualifying Officer and for notification to the State Elections Commission concerning candidacy compliance.

4.

The County shall supply all of the necessary manpower and transportation to pick up, deliver, set up, store and return to the County all of the voting equipment used in the election along with all ancillary equipment and necessary supplies.

5.

All the voting equipment shall be programmed by the County in conjunction with the office of the Secretary of State.

6.

All absentee ballots shall be ordered, issued, mailed, and accounted for by the County.

7.

Staffing of the polling locations and training of the staff shall be provided by the County.

8.

*All expenses and charges incurred in the performance of said election (except for the actual cost of the State-owned voting system and State-owned ancillary equipment) shall be the responsibility of the Town. Said expenses and charges shall include but not be limited to the following: all costs of training and providing personnel for the election, costs of printing, mailing and processing absentee ballots, the costs of expendable supplies and a pro-rated maintenance cost for the voting equipment. An invoice for the costs and expenses of the election shall be*

Submitted to the Town and the Town shall remit payment of the invoice to Fayette County within 30 days of receipt of the invoice.

9.

To the extent permitted by law, the Town shall indemnify, defend and hold harmless the County from any liability and/or litigation expenses to which the County may be subjected as a consequence of or as a result of the election for the Town. The Town will furthermore, to the extent permitted by law, reimburse the County for any and all necessary legal representation, by counsel chosen by the County, in any action arising from the conduct of the Town election. Said reimbursement shall be paid by the Town within thirty days of invoice by the County.

10.

This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

11.

Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

12.

Should it be necessary to comply with any legal requirements, the necessary members of the County's personnel may be temporarily sworn in as officers and employees of the Town.

[SIGNATURES FOLLOW ON NEXT PAGE]

FAYETTE COUNTY, GEORGIA

By: \_\_\_\_\_

Lee Hearn, Chairman

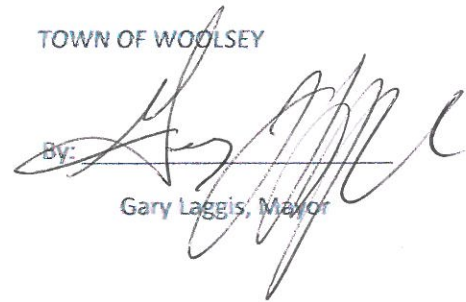
Board of Commissioners

Attest:

\_\_\_\_\_

Tameca Smith, County Clerk

TOWN OF WOOLSEY

By:  \_\_\_\_\_

Gary Laggis, Mayor

Attest:

 \_\_\_\_\_


Stacey Collins, City Clerk

FAYETTE COUNTY ELECTIONS &  
VOTER REGISTRATION

By:  \_\_\_\_\_

Darryl Hicks, Chairman

Attest:

 \_\_\_\_\_

Brian W. Hill, Director of Elections

**BOARD OF COUNTY COMMISSIONERS**

Lee Hearn, Chairman  
Edward Gibbons, Vice Chairman  
Eric K. Maxwell  
Charles W. Oddo  
Charles D. Rousseau

Consent #8



**FAYETTE COUNTY, GEORGIA**

Steve Rapson, County Administrator  
Dennis A. Davenport, County Attorney  
Tameca P. Smith, County Clerk  
Marlena Edwards, Chief Deputy County Clerk

140 Stonewall Avenue West  
Public Meeting Room  
Fayetteville, GA 30214

**MINUTES  
Special Called**

June 17, 2021  
2:00 p.m.

---

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 6:30 p.m.

**Call to Order**

Chairman Lee Hearn called the June 17, 2021 Special Called Meeting to order at 2:02 p.m.

**Invocation and Pledge of Allegiance**

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

**Acceptance of Agenda**

Vice Chairman Edward Gibbons moved to approve the agenda. Commissioner Charles Oddo seconded. The motion passed 4-0. Commissioner Eric Maxwell was absent.

**DISCUSSION:**

**Discussion of the redistricting process.**

Attorney Bryan Tyson with Taylor English Duma LLP specializes in redistricting election law explained the redistricting process to the Board. He stated that he had worked with the Fayette County Board of Commissioners previously during litigation against Fayette County regarding the voting rights act. He stated that when the census numbers are released the existing districts become unconstitutional because they are no longer equally sized. The state legislator must take action to redraw the district lines to get them balanced back in population. It is the requirement of "one person, one vote" of the U.S. Constitution. Traditionally, the County would have received the census data in March of the census year and would have the rest of the year to work on the map, and all until qualifying of next year in March. This time, the redistricting data has not yet been released and the current projection of receiving the data is August or September of 2021. This makes the time more compressed than the traditional time to do the redistricting. Since the district lines must be redrawn and it must be in place before candidates qualify in March, the processes must be complete relatively quickly. The census bureau states that preliminary data will be released on August 16, 2021, to allow initial map drawing to take place but the entire data would be released at the end of September 2021. There are still lawsuits pending about the release of the data and so at this point, it is not guaranteed that the data will be released on that timeline. Once the census data is released, the adjustment will be made to each district and that process usually happens considering a tiered approach to redistricting. The first of the tier is equal population; making sure each district is equally sized. Second is to be in compliance with the voting right act by getting the districts properly drawn and the last is making sure the traditional principle of redistricting is applied. This includes where the incumbents are located, trying to maintain existing district cores and the others are keeping communities together so people can be represented by someone that can explain interest in their particular area. After this process it will be submitted to the legislative delegation as local legislation. Historically, when the legislator meets in special session which would happen in the fall to redraw the House of Representative, the State

Senate and the Congressional map. Mr. Tyson stated that at such time there would be quite a bit of local legislation redrawing local jurisdictions as well. He stated that given how late the data will be distributed, the concern was that there may not be enough time in the special session for the legislator to do a lot of local bills at the same time. He stated that once there was a new map then there was a number of things that needed to happen primarily for the election department. The election department will have to work to reallocate all the voters into the new districts and that takes a while to complete. He stated that currently, the County was on the same timeline for March qualifying and May primaries for the elections. Mr. Tyson stated that there was census estimates available that allow for estimating but it was not great below the county's level in terms of precision. If part of the county had grown, then that district will have to get smaller in terms of geography. If other parts of the county have not grown as fast, then that will get a larger share of geography. He stated that there was a little bit of work that could be done on that front, but that the main work will happen once the census data was released. The County will need map drawing assistance and legal advice along the way. Different counties handle the process in different ways. Some counties use the Legislative and Congressional Reapportionment Office at the Capital to draw district boundaries. This process required that the County work with the local legislative delegation and Fayette County would be one in the line of local jurisdictions that will all be rushing to get their maps drawn as quickly as possible once the data is released. Mr. Tyson stated that another option was to use another entity to handle the process or use the county's GIS department or his firm, who has an outside expert on retainer that can assist his firm with drawing redistricting plans.

Chairman Hearn stated that the advantage for Fayette County to contract with Mr. Tyson's firm was to be on the leading edge of the process, realizing that all 159 counties are facing the same challenges in terms of redrawing districts and getting it right. He stated that he believed it was important to give the elections department time to get the work done to reallocate and be ready for this to happen. He stated that he wanted to make sure that the process was seamless, fair, and the first-rate way to do things. He asked how much time was needed to complete the work once the census was released.

Mr. Tyson stated that the work itself did not take long. He stated probably a week to review the maps and get input. The question was getting it scheduled and making sure his firm could make that happen with the state legislator also drawing maps and trying to meet with his firm at the same time. He stated that another piece that the elections department will have to complete was all the State Senate districts that change, all the State House districts that change, and all the Congressional districts that change. This will involve a lot of programming and ideally, we would have those maps by the end of the year for the special session. He stated that if his firm could have the County's map ready by mid to late September or early October there was a better chance of it being included in the special session so that the elections department would only have to do this once. Doing all the maps at one time instead of coming back later to figure out County Commission and School Board.

Vice Chairman Gibbons asked Mr. Tyson if his firm had the capacity to take on and get the County through this process. Mr. Tyson stated that currently, yes. He stated that he could not make a guarantee that if the Board waited until September that he would still have that capacity.

Chairman Hearn stated that once the recommendation was made to the local delegation then there was a bidding process at the state level. Mr. Tyson stated yes. He continued that the Legislative and Congressional Reapportionment Office for the state does an error/quality check. He stated that his firm had the same software to conduct the error/quality checks. Once the Legislative and Congressional Reapportionment Office signed off, it moved to a piece of legislation and would go to the Legislative Counsel. It is drafted with a legal description and then the legislative delegation has the option to deny the maps and so there needed to be communication with the local delegation on why the Board chose to recommend the particular boundaries.

Chairman Hearn stated that the Board wanted a very fair, open, correct and transparent process. He stated that he had worked with Mr. Tyson's firm in the previous districting issue and had the utmost respect and integrity in the way his firm handled the previous redistricting.

Mr. Tyson stated that getting started early enabled the public input and transparency to happen because there was the opportunity to get the draft map, present it at a commission meeting, get feedback and make adjustments.

Chairman Hearn stated that to him it was another reason to take this step. He stated that in terms of percentage, did the Legislative and Congressional Reapportionment Office expect the numbers to be exact in each district.

Mr. Tyson stated that there are different rules regarding that. He stated that the legal standard for legislative districts, County Commissions and School Board districts was substantially equal as practicable. He stated that for Commissions it was up-to 10% total thresholds plus or minus 5% off the ideal size. Getting into the 1 ½ % to 2% range was best practice and gets insulated from any challenges under the constitution.

Commissioner Charles Oddo stated that he had followed up with Mr. Tyson and he was appreciative of the work that was done. He stated that Mr. Tyson was familiar with the county and that was the advantage. He stated that he was pleased that Mr. Tyson was present.

Vice Chairman Gibbons asked if the Board needed to vote to retain Taylor English Duma LLP.

Mr. Rapson stated that the Board could chose to retain Mr. Tyson's firm or place this item on the June 24 agenda. He stated that he was not sure if Commissioner Maxwell would be present on the 24<sup>th</sup> and that might be the only reason to delay making a decision. Mr. Rapson asked Mr. Tyson how the Board would go about retaining him.

Mr. Tyson stated that he spoke with County Attorney Dennis Davenport. He stated that the options were to retain his firm through a straight hourly retention or a flat monthly retainer.

Vice Chairman Gibbons made a motion to retain Taylor English Duma LLP, Bryan Tyson's firm to get the county through the redistricting process before his firm loses the capacity to assist the County. Commissioner Oddo seconded.

Chairman Hearn asked if the price rate should be included.

Vice Chairman Gibbons amended the motion to include at an hourly rate.

Assistant County Attorney Patrick Stough stated that it was a Board's decision. It could be brought back at a later meeting to vote on the actual method of payment.

Mr. Tyson stated that hourly rate for the map drawing services was \$350/hour and the legal advice fees are \$425/hour. Mr. Rapson stated the fees were comparable to what was done during the redistricting efforts the last time.

Vice Chairman Gibbons amended the motion to include at an hourly rate. Commissioner Oddo amended his second.

Commissioner Charles Rousseau stated that he was perplexed. He stated that the Board advertised for a Special Called Meeting at 2:00 p.m. to discuss the redistricting process and now was ready to vote on a vendor, the only vendor. He stated that he did not have anyone to compare the vendor with and he was totally opposed to this process. He stated that he was on the other side of the lawsuit that was referenced and certainly had reservations on proceeding with this firm. Commissioner Rousseau stated that our procedure normally was to obtain quotes and, in this case, to have someone to compare services to. He stated to go from a discussion to hiring a contractor or vendor at a Special Called Meeting at 2:00 p.m. in the afternoon harms the Board in the public's eye. He encouraged the Board to consider putting this on the June 24<sup>th</sup> agenda and to consider an alternative vendor to have a comparison.

Chairman Hearn stated that with professional services, often we did not have to get competitive prices. He stated that if he did not have experience with Mr. Tyson's firm, he would agree with Commissioner Rousseau to consider alternative vendors but he did not want to spend weeks or months getting quotes and Mr. Tyson not be available. He stated that he also wanted to give the elections department every opportunity to have plenty of time to have the work completed. He stated that he had confidence that Mr. Tyson would be fair and transparent through the process.



Commissioner Oddo stated that this only happened once every ten years and was unusual because of the pandemic. He stated that had the federal government said they would give the County another six months to create the districts that would be one thing, but they did not. He stated that Mr. Tyson's firm was fair the last time and he had confidence in this firm. He stated that experience does play a part and the Board needed to make a decision. He stated that he understood Commissioner Rousseau but felt this was a little different and a unique situation. He stated that he was ready to vote.

Vice Chairman Gibbons made a motion to retain Taylor English Duma LLP, Bryan Tyson's firm to get the county through the redistricting process before his firm loses the capacity to assist the County and amended the motion to include at an hourly rate. Commissioner Oddo amended his second. The motion passed 3-1. Commissioner Rousseau voted in opposition. Commissioner Maxwell was absent.

**ADJOURNMENT:**

Vice Chairman Gibbons moved to adjourn the June 17, 2021 Special Called Meeting. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

The meeting adjourned at 2:28 p.m.

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Tameca P. Smith, County Clerk

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Lee Hearn, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 24<sup>th</sup> day of June 2021. Referenced attachments are available upon request at the County Clerk's Office.

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Tameca P. Smith, County Clerk

**BOARD OF COUNTY COMMISSIONERS**

Lee Hearn, Chairman  
Edward Gibbons, Vice Chairman  
Eric K. Maxwell  
Charles W. Oddo  
Charles D. Rousseau

Consent #9



**FAYETTE COUNTY, GEORGIA**

Steve Rapson, County Administrator  
Dennis A. Davenport, County Attorney  
Tameca P. Smith, County Clerk  
Marlena Edwards, Chief Deputy County Clerk

140 Stonewall Avenue West  
Public Meeting Room  
Fayetteville, GA 30214

**MINUTES**

June 24, 2021

6:30 p.m.

---

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 6:30 p.m.

***\*The Board of Commissioners new meeting time will change to 5:00 p.m. effective July 8, 2021.***

**Call to Order**

Chairman Lee Hearn called the June 24, 2021 Board of Commissioners meeting to order at 6:30 p.m. A quorum of the Board was present.

**Invocation and Pledge of Allegiance by Commissioner Eric Maxwell**

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

**Acceptance of Agenda**

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

**PROCLAMATION/RECOGNITION:**

**PUBLIC HEARING:**

- 1. Second of two Public Hearings on Fayette County's proposed annual budget for Fiscal Year (FY) 2022 which begins on July 1, 2021 and ends June 30, 2022 and approval of staff's recommendation to adopt Resolution 2021-07 for the proposed Fiscal Year 2022 Annual Budget.**

Chief Financial Officer, Sheryl Weinmann thanked Fayette County Finance staff who worked diligently to prepare the Fiscal Year (FY) 2022 budget, she added that it was a long process that required a lot of hard work. Ms. Weinman stated that this was the second public hearing for fiscal year 2022 Budget. Ms. Weinmann stated that the General Fund Balance Financial Projection for FY2021 was \$37,172,598 which was discussed at the June 10, 2021 public hearing. Ms. Weinmann stated that the revision the Board approved at the June 10, 2021 public hearing had been integrated into the Fiscal Year 2022 Budget. Ms. Weinmann stated that with the revisions added to the General Fund the positive Impact to General Fund for the Fiscal Year 2022 Budget was \$34,842 which was depicted on the FY2022 Budget Summary as a part of the meeting agenda package. Ms. Weinman stated that the first revision the Board approved was the Local Maintenance and Improvement Grant (LMIG) Safety Plan which was a change in the award amount which resulted in a positive impact to the Fund Balance in the amount of \$75,036. Ms. Weinman stated that Board also approved a part-time Probate Court Judge, the Superior Court Clerk Supplement increase, State Court Judge and State Court Solicitor longevity pay, a change to the State Court Solicitor pay link from the State Court Judge to the Superior Court Judge, and the State Court Solicitor pay percentage increase from 67.5% to 75%. She reiterated that with these

revisions added the positive impact to the fund balance was \$34,842. Ms. Weinman asked for the adoption of the fiscal year 2022 Budget and approval of Resolution 2021-07.

No one spoke in favor or opposition.

Vice Chairman Gibbons moved to approve the proposed annual budget for Fiscal Year (FY) 2022 which begins on July 1, 2021 and ends June 30, 2022 and approval of staff's recommendation to adopt Resolution 2021-07 for the proposed Fiscal Year 2022 Annual Budget. Commissioner Oddo seconded.

Commissioner Maxwell asked if the Fiscal Year 2022 was a balance budget and if it would require taxes to be raised. He also asked if the FY2022 budget included a rollback of the millage rate.

Ms. Weinman stated yes, the FY2022 was a balanced budget with no tax increase and the intension of including a millage rate rollback.

Commissioner Maxwell asked if there were any excess monies from the Fiscal Year 2022 budget being placed in a reserved fund.

County Administrator Mr. Rapson stated the positive impact was 34K in the General Fund as well as positive balance in all the other funds.

Commissioner Oddo commended staff for a job well done in preparing the FY2022 Budget. He added that from his recollection this was the 8<sup>th</sup> year of nine year that the County had a millage rate rollback.

Mr. Rapson stated that the only year there was not a rollback was the year there was a property tax increase in junction with Public Safety salary and retention increase.

Commissioner Oddo stated that he felt it was important the citizens understood that a rollback meant that the County was not asking for additional funds per dollar of property value from its residents.

Chairman Hearn stated that an additional positive to note was that the current fund balance was a little over \$31M with the predicted fund balance after 2021 being over \$37M this showed an \$5.5M increase in the fund balance.

Chairman Hearn stated that he appreciated staff for the work that they did. He added that he understood the complexity involved in serving the various needs of the many departments but stated that he felt the County could improve its employee Health Insurance. Chairman Hearn stated that the deductibles for both the Traditional Open Access Point of Service Plan (POS) and High Deductible Health Plan (HDHP) with Health Savings Account (HSA) plans for individuals and families had increased. Chairman Hearn challenged staff to review the Health Insurance plans stating that he felt "we could do better". Chairman Hearn also mentioned that he had talked with numerous County employees who did not have access to needed medication. Chairman Hearn stated that he wanted this to be handled better and encouraged County employees who were having issues receiving treatment and/or medications to reach out to the County Human Resources department for assistance.

Vice Chairman Gibbons moved to approve the proposed annual budget for Fiscal Year (FY) 2022 which begins on July 1, 2021 and ends June 30, 2022 and approval of staff's recommendation to adopt Resolution 2021-07 for the proposed Fiscal Year 2022 Annual Budget. Commissioner Oddo seconded. The motion passed 5-0.

*Community Development Director Pete Frisina read the Introduction to Public Hearings. Mr. Frisina stated that the meeting was unique in that it was being held during a time declared as a State of Public Emergency due to COVID-19 (coronavirus). In the abundance of caution concerning the COVID-19 (coronavirus), the meeting would be livestreamed, and the call-in number 770-305-5277 would be available for those who wanted to make public comment on any of the items during the public hearings portion of the meeting.*

2. **Consideration of Petition No. 1307-21, Fun Spot America of Atlanta, Inc., Owners, and Kate Triplett - Kimley-Horn and Associates, Inc., Agent, request to rezone 96.7 acres from C-H and M-1 to C-H to eliminate split zoning on the property; property located on Land Lots 200, 201, and 216 of the 5th District and fronts on SR 85 North and Morning Creek Road.**

Kate Triplett Petitioners agent stated that the request was to rezone 96.7 acres from C-H and M-1 to C-H to eliminate split zoning on the property. Ms. Triplett stated that this rezoning would allow the owner to combine the larger amezement park parcel with a neighboring parcel that was purchased.

No one spoke in favor or opposition.

Commissioner Oddo moved to approve Petition No. 1307-21, Fun Spot America of Atlanta, Inc., Owners, and Kate Triplett - Kimley-Horn and Associates, Inc., Agent, request to rezone 96.7 acres from C-H and M-1 to C-H to eliminate split zoning on the property; property located on Land Lots 200, 201, and 216 of the 5th District and fronts on SR 85 North and Morning Creek Road, with conditions. Vice Chairman Gibbons seconded.

Commissioner Oddo asked as a point of concern if signage could be added directing patrons away from the Morning Creek Road park access point near neighboring homes.

Public Works Director Phill Mallon stated in the past his office had worked with the GPS mapping companies, which directed park patron to the correct entrance. He stated that this had help significantly, but added that signage could also be added.

Kate Triplett stated that additional notices and information would be added to the Amusement Park website to help direct patrons to the appropriate entrance.

Commissioner Rousseau stated that he enjoyed having the Amusement Park in the community and added that it offered employment opportunities for members of community. Commissioner Rousseau stated that he had a couple of concerns with respect to Morning Creek Road Park access entrance. He added that although originally opposed to the additional access point he understood the value of having multiple entrances to the venue in case of an emergency. Commissioner Rousseau stated that his office receives the citizen calls of concern related to the park and the Morning Creek Road park access entrance and acknowledged Mr. Mallon efforts in working with the mapping companies to assist in helping properly direct patrons to the correct park entrance. Commissioner Rousseau stated that he had futuristic concerns related to the Morning Creek Road park access point, the Corridor Connector and an increase in traffic in years to come. Commissioner Rousseau stated that having a commercial enterprise adjacent to a residential neighborhood created a challenge and the need to find a balance. Commissioner Rousseau stated that one of the concerns expressed by some of the resident was regarding the debris that had been collecting in the rear of the property, he asked if it had been removed.

John Arie the property owner stated that the debris had not been removed but would be.

Commissioner Rousseau stated that although Mr. Arie was a relatively newer owner of the property it would be advantageous to consider working on some of the community concerns such as removing the debris, fixing the deteriorating fence, and updating the poorly maintained building. He added that this would help in building good community relations and garnering trust with his neighbors.

Mr. Arie stated in response to Commissioner Rousseau's comments that the fence had been fixed and added that he was in communication with several of his neighbors and was putting forth the effort to do his part to build good community relations with his neighbors.

Commissioner Rousseau asked what time the rollercoaster lights would be turned off.

Mr. Arie stated that they would be off at 10:00 p.m.

Commissioner Rousseau asked Mr. Frisina as a house keeping measure if on pages 32 and 34 of the agenda packages contained a typo regarding the date which read December 14, 2021.

Mr. Frisina confirmed that it was a typo and stated that the date should read December 14, 1989.

Commissioner Rousseau asked if the motion could be modified to include the corrected dates as outlined by Mr. Frisina.

Assistant County Attorney Patrick Stough stated that there was no need to change the motion.

Mr. Arie accepted the conditions as outlined.

Commissioner Oddo moved to approve Petition No. 1307-21, Fun Spot America of Atlanta, Inc., Owners, and Kate Triplett - Kimley-Horn and Associates, Inc., Agent, request to rezone 96.7 acres from C-H and M-1 to C-H to eliminate split zoning on the property; property located on Land Lots 200, 201, and 216 of the 5th District and fronts on SR 85 North and Morning Creek Road, with seven conditions. Vice Chairman Gibbons seconded. The motion passed 5-0.

**3. Consideration of Petition No. 1308-21 A, Tammie L. Harp, Owner, and Randy M. Boyd, Agent, request to rezone 2.12 acres from R-40 to R-80 to develop a residential lot; property located on Land Lot 247 of the 4th District and fronts on Goza Road.**

Mr. Frisina stated that the next two items were sister items a part of one project and would be discussed together but because they were two separate parcels would have to be voted on separately. Mr. Frisina stated that Petition 1308-21 B was land locked behind Petition 1308-21 A with no road frontage. He added that these petitions would rezone the property to R-80 and create one three (3) acre lot which was consistent with the land use plan.

Randy Boyd Petitioners agent stated that the Petitioner owned a larger piece of property, of which the items being discussed sat at the northern end of it. Mr. Boyd stated that if approved this rezoning would allow the petitioners to create a lot combined with their other property to develop a four (4) lot subdivision off Goza Road. Mr. Boyd stated that the front part of the property had been rezoned in 1994 to R-40. He added that if approved a portion of that lot would be squared off and restructured to create a better lot. Mr. Boyd continued stating that in his opinion the R-40 zoning did not fit stating that the R-80 would be more in line with the land use plan. Mr. Boyd stated that this rezoning was recommended by staff and the Planning Commission.

No one spoke in favor or opposition.

Commissioner Oddo moved to Petition No. 1308-21 A, Tammie L. Harp, Owner, and Randy M. Boyd, Agent, request to rezone 2.12 acres from R-40 to R-80 to develop a residential lot; property located on Land Lot 247 of the 4th District and fronts on Goza Road. Vice Chairman Gibbons seconded. The motion passed 5-0.

**4. Consideration of Petition No. 1308-21 B, Tammie L. Harp, Owner, and Randy M. Boyd, Agent, request to rezone 1.422 acres from A-R to R-80 to develop a residential lot; property located on Land Lot 247 of the 4th District.**

No one spoke in favor or opposition.

Vice Chairman Gibbons moved to approve Petition No. 1308-21 B, Tammie L. Harp, Owner, and Randy M. Boyd, Agent, request to rezone 1.422 acres from A-R to R-80 to develop a residential lot; property located on Land Lot 247 of the 4th District. Commissioner Oddo seconded. The motion passed 5-0.

5. **Consideration of Petition No. 1309-21, D. Michael Travis, Owner, and Alvin Williams, Agent, request to rezone 59.46 acres from G-B and R-40 to G-B to develop a movie/television studio complex; property located on Land Lot 198 of the 13th District and fronts on SR 138.**

Mr. Frisina stated that there were two recommended conditions that had since been revised after discussions during the pre-agenda meeting and the Dix Le On Homeowners Association Meeting. Mr. Frisina stated that the revisions to the first condition would be that the owner/developer connected the development to the Fayette County Water System for potable water and fire protection and as required by the Fire Marshal. Mr. Frisina state that the second condition was that the owner/developer would establish a 100-foot buffer along the boundary of the subject property and lots in the Dix-Lee-On subdivision. He added that as a part of this condition the owner/developer would also establish an 8-foot-tall solid fence around the property.

Alvin Williams owner and developer stated that if approved this rezoning would develop, Cinema South Studios. Mr. Williams stated that this facility would be a full-service movie/television studio complex which would house sound stages, warehouse, offices, etc. as well as Cinema South Film Academy. Mr. Williams stated that his wife launched the Academy in 2012 and had graduated over 2K students since. He added that with the movie industry and production being such an in- demand industry the academy was an excellent "pay-off" in value. Mr. Williams stated that he and his wife were part of the community and had been Fayette County resident since 2006.

**Mr. Jay Jones** of Fayetteville stated that he came to the Board meeting in two capacities, the first as the Homeowners Association President of the Country Lakes Subdivision, he added that his homeowner's association was very excited about the Academy and the potential opportunity for those in the area to get an unique education with a very hands-on and robust training experience. Mr. Jones stated that his second capacity was as a professional actor he supported and welcomed the opportunity to be able to use his talents and strategies to make a living closer home as a Savannah native having lived away from home for a number of years to peruse his career.

**Mr. John T. Smith** of Fayetteville stated that he agreed with Mr. Jones comments. He added that he was the Vice President of the Dix Le On-homeowner's association and stated that they fully supported the Cinema South Studios development. Mr. Smith stated that Mr. Williams came to a recent Homeowners association meeting and discussed the project in detail with the resident of the subdivision, he added that this meeting was well attended and greatly appreciated.

**Alice Jones** of Fayetteville expressed her support for the Cinema South Studios development, she added that as coach, mentor, and tutor she felt the Academy would a great opportunity for the youth in the community to pursue a career.

No one spoke in opposition.

Commissioner Oddo moved to approve Petition No. 1309-21, D. Michael Travis, Owner, and Alvin Williams, Agent, request to rezone 59.46 acres from G-B and R-40 to G-B to develop a movie/television studio complex; property located on Land Lot 198 of the 13th District and fronts on SR 138, with two conditions. Commissioner Rousseau seconded.

Commissioner Maxwell asked Mr. Williams what the total investment amount into the project was.

Mr. Williams stated once completed it would be \$135M.

Commissioner Maxwell asked about the single access coming into the facility, specifically, as it related to a roadway between the two lakes on the property.

Mr. Williams stated that there would not be an excessive amount of traffic, more so golf cart traffic. He added after talking with the Environmental Protection Agency (EPA) it was decided that one of the ponds, which was a manmade pond, would be filled-in and parking would be created in that location.

Commissioner Maxwell commended Mr. Williams for his community outreach.

Mr. Williams stated that the goal was for Cinema South Studios was to become a heartbeat in the community especially North Fayetteville. He added that he wanted the neighbors to know that Cinema South Studios was there and that they cared about the community.

Commissioner Rousseau commended Mr. Frisina for his efforts and that of his staff regarding the recent rezoning's. Commissioner Rousseau also extended his commendation to Mr. Williams for his efforts in engaging the community.

Chairman Hearn stated that he had been working in local county government for 23-years and had never seen two homeowner association come to a Board meeting to support any type of rezoning. He commended Mr. Williams on his hard work.

Commissioner Oddo moved to approve Petition No. 1309-21, D. Michael Travis, Owner, and Alvin Williams, Agent, request to rezone 59.46 acres from G-B and R-40 to G-B to develop a movie/television studio complex; property located on Land Lot 198 of the 13th District and fronts on SR 138. Commissioner Rousseau seconded. The motion passed 5-0.

6. **Consideration of Petition No. RP-078-21, Mary Rebecca Huie-Jolly, Owner, and Rev. Warren Johnson, Agent, request to revise the Final Plats of Pleasant Pointe Subdivision to change the principle use from residential to nonresidential to develop a church on Lot 5 in Unit I and Lot 1 in Unit II; property located on Land Lots 150 and 151 of the 5th district and fronts Felton Drive and McElroy Road. The applicant has requested to withdraw the petition.**

Mr. Frisina advised the Board that the applicant requested to withdraw the petition.

No one spoke in favor.

**Mr. Raymond Mitcherly** of Fayetteville stated that he was in opposition to the Petition and asked that the Board grant the acceptance of the applicants' withdrawal.

Vice Chairman Gibbons moved to allow Petitioner to withdrawal application for Petition No. RP-078-21. Commission Rousseau seconded. The motion passed 5-0.

## **PUBLIC COMMENTS**

**Alice Jones of Fayetteville** stated that as a Fayette County taxpayer she was highly concerned and troubled about how the Board handled the June 17, 2021 Special Called meeting regarding the re-districting. She added that public comment should have be allowed. She asked that the vote be rescinded, if a contract had not been signed. Mrs. Jones stated that she welcomed an opportunity to discuss this with the Board.

Randy Ognio stated that he wanted to make comments in dual roles. Mr. Ognio stated that his first comments was as the Fayette County Transportation Committee Chairman in reference to agenda item #20, he continued stating that this was a solution reviewed by the Transportation Committee. Mr. Ognio stated that item #20 recommendation of the realignment of Ebenezer Church Road and construction of a new intersection of Ebenezer Church Road and Ebenezer Road did not come as a recommendation from the Transportation Committee because a Board member left the meeting leaving the Committee without a quorum and unable to vote. He encouraged the Board to talk to committee members about the importance of staying for the entire transportation meeting. Mr. Ognio stated that as a citizen he was concerned and disappointed that the Board had moved the Board Meetings from 6:30 p.m. to 5:00p p.m. this made it difficult for citizens to be in attendance especially for public hearings. Mr. Ognio stated that he was in favor of the decision the Board made to hire the re-districting attorney at the June 17, 2021 Special Called Meeting.

## **CONSENT AGENDA:**

Vice Chairman Gibbons moved to accept the Consent Agenda except for item #11. Commissioner Oddo seconded. The motion passed 5-0.

7. **Approval of a lease amendment acceptance for a tower site at 116 Volunteer Way for Public Safety Radio System (#1428-P) to accept lease term extension options.**
8. **Approval of staff's recommendation to award multi-jurisdictional, pre-positioned Contract #1932-P, Debris Clearing, Removal, & Disposal, to Ceres Environmental Services, Inc.**
9. **Approval of staff's recommendation to award pre-positioned Contract #1933-P, Debris Monitor, to Tetra Tech, Inc.**
10. **Approval to award Contract #1957-S to Crom Coatings and Restorations for repairs to the four (4) million-gallon clear well storage tank at Crosstown Water Treatment Plant in the amount of \$149,519.**
11. **Approval of staff's recommendation to award Contract #1975-S, Health Facility Project Management, to Morgan Mill Consulting, for the not-to-exceed amount of \$84,000.00.**

Commissioner Rousseau stated that the Board should, in his opinion, at the very least conduct a Request for Quotes (RFQ) as it relates to professional services. Commissioner Rousseau stated that he would like to understand the process of how we arrived at selecting these "sole source" vendors and allowing them to be placed on the consent agenda without any discussion. Commissioner Rousseau stated that this was the same concern he had raised in the past that the County should be engaged in a Request for Quotes (RFQ), he added that if the Board expected the department heads to follow the process the Board should adhere to the same standards. Commissioner Rousseau asked that this item be removed until a Request for Quotes (RFQ) could be conducted.

Mr. Rapson stated that the Board had the latitude to go into professional services contracts, however as Commissioner Rousseau stated typically a Request for Proposal (RFP) or Request for Quotes (RFQ) would be conducted. Mr. Rapson stated that this item was being funded via American Rescue Plan Act (ARPA) which had a narrow two-year window. He added that the vendor selected had worked with the County previously in developing the Sheriff's Department Facility. Mr. Rapson stated that based on the time constraints factor and previous work experience this vendor was selected.

Vice Chairman Gibbons moved to approve to award Contract #1975-S, Health Facility Project Management, to Morgan Mill Consulting, for the not-to-exceed amount of \$84,000.00. Commissioner Oddo seconded. The motion passed 4-1, with Commissioner Rousseau voting in opposition.

12. **Reappointment of Fire Chief Jeffrey Hill and Assistant Chief Steven Folden to the West Georgia EMS Council for a two-year term to expire June 30, 2023.**
13. **Approval of the June 10, 2021 Board of Commissioners Meeting Minutes.**

#### **OLD BUSINESS:**

#### **NEW BUSINESS:**

14. **Consideration of a recommendation from the Selection Committee, comprised of Chairman Lee Hearn and Vice Chairman Edward Gibbons, to reappoint Angela Hinton Fonda to the Fayette County Department of Family and Children Services Board for a term beginning July 1, 2021 and expiring June 30, 2026.**

Angela Fonda stated that it had been an honor and pleasure to serve Fayette County in this capacity. She thanked the community partners who unselfishly helped and supported the work of the Fayette County Department of Family and Children



Services ensuring that families and children in crisis are appropriately cared and provided for. Ms. Fonda thanked the Board for the nomination.

Commissioner Maxwell commended Ms. Fonda for her community involvement and stated that it was good seeing her again.

Commissioner Oddo acknowledged that although not selected there were other great applicants who had wonderful credentials and thanked them for their willingness to serve.

Vice Chairman Gibbons moved to approve to reappoint Angela Hinton Fonda to the Fayette County Department of Family and Children Services Board for a term beginning July 1, 2021 and expiring June 30, 2026. Commissioner Rousseau seconded. The motion passed 5-0.

**15. Consideration of a recommendation from the Selection Committee, comprised of Chairman Lee Hearn and Vice Chairman Edward Gibbons, to reappoint Anthony Rhodes to the Fayette County Department of Family and Children Services Board for a term beginning July 1, 2021 and expiring June 30, 2026.**

Vice Chairman Gibbons moved to approve to reappoint Anthony Rhodes to the Fayette County Department of Family and Children Services Board for a term beginning July 1, 2021 and expiring June 30, 2026. Commissioner Rousseau seconded. The motion passed 5-0.

**16. Consideration of a recommendation from the Selection Committee, comprised of Chairman Lee Hearn and Vice Chairman Edward Gibbons, to reappoint Pete Nelms to the Fayette County Department of Family and Children Services Board for a term beginning July 1, 2021 and expiring June 30, 2026.**

Vice Chairman Gibbons moved to approve to reappoint Pete Nelms to the Fayette County Department of Family and Children Services Board for a term beginning July 1, 2021 and expiring June 30, 2026. Commissioner Oddo seconded. The motion passed 5-0.

**17. Consideration of a recommendation of the Selection Committee, composed of Vice Chair Edward Gibbons and Commissioner Charles Rousseau, to re-appoint James McCarten to the Region Six Mental Health, Developmental Disabilities, and Addictive Diseases Regional Planning Board for a term beginning March 1, 2021 to June 30, 2024.**

Vice Chairman Gibbons moved to approve to re-appoint James McCarten to the Region Six Mental Health, Developmental Disabilities, and Addictive Diseases Regional Planning Board for a term beginning March 1, 2021 to June 30, 2024. Commissioner Rousseau seconded. The motion passed 5-0.

**18. Consideration of staff's recommendation to award Fiscal Year 2022 Property & Casualty Insurance coverage in the amount of \$632,893.00 to the proposed combination of Wright Specialty Insurance, AmGUARD Insurance Company, Great American Fidelity Insurance Company, Global Aerospace, Inc., and the Hartford.**

Purchasing Director Ted Burgess introduced Michelle Hill Assistant Vice President with Apex Insurance Services, the Broker of Record for Fayette County. Mr. Burgess stated that as the Board was aware the county purchased a policy for Property & Casualty Insurance each year for coverage of various risks to include liability, property, vehicles and equipment, inland marine, as well as cyber liability and drone insurance which were added in recent year. Mr. Burgess continued stating that because of the nature of the industry, the most effective way to procure insurance was to authorize a Broker of Record to solicit on behalf of the county. Mr. Burgess stated that Apex Insurance Service had negotiated with carriers and recommended a proposal that combines the offers of several carriers, as outlined in the agenda package.

Vice Chairman Gibbons moved to approve to award Fiscal Year 2022 Property & Casualty Insurance coverage in the amount of \$632,893.00 to the proposed combination of Wright Specialty Insurance, AmGUARD Insurance Company, Great American Fidelity Insurance Company, Global Aerospace, Inc., and the Hartford. Commissioner Oddo seconded.

Vice Chairman Gibbons asked if the county currently used drones.

Mr. Rapson stated yes, the county did have a drone in the Sheriff's Office and would be acquiring an additional one for use in both the Environmental Management Office and the Water Systems.

Chairman Hearn asked what the cost of the drone insurance was last year.

Mr. Burgess stated that the drone insurance dropped from \$6,430 to \$4,948.

Vice Chairman Gibbons moved to approve to award Fiscal Year 2022 Property & Casualty Insurance coverage in the amount of \$632,893.00 to the proposed combination of Wright Specialty Insurance, AmGUARD Insurance Company, Great American Fidelity Insurance Company, Global Aerospace, Inc., and the Hartford. Commissioner Oddo seconded. The motion passed 5-0.

**19. Consideration of staff's recommendation to award contract #1962-S; Motorola Service and Maintenance Agreement for fiscal year 2022, in the amount of \$434,393.96.**

911 Director Katy Vogt stated that this was to award the Motorola Service and Maintenance Agreement renewal for fiscal year 2022. Ms. Vogt stated that this year the amount had changed because the Vesta coverage was dropped. She stated that although having completed the transition to the new Carbyne System which was fully functional, it was important that the current Motorola system remain in full service until the new system was fully tested.

Commissioner Rousseau moved to approve to award contract #1962-S; Motorola Service and Maintenance Agreement for fiscal year 2022, in the amount of \$434,393.96. Vice Chairman Gibbons seconded. The motion passed 5-0.

**20. Consideration of staff's recommendation of the realignment of Ebenezer Church Road and construction of a new intersection of Ebenezer Church Road and Ebenezer Road.**

Public Works Director Phil Mallon stated that the item before the Board was seeking approval of a revised concept of a Transportation SPLOST project. Mr. Mallon stated that the project was for the realignment of Ebenezer Church Road and construction of a new intersection of Ebenezer Church Road and Ebenezer Road. Mr. Mallon stated that this project was one of four specific intersection projects outlined in the 2017 SPLOST list, of which all were either underway or completed. Mr. Mallon stated that originally the concept for this project was for a roundabout. However, upon further evaluation it was determined that a known unmarked cemetery was larger than originally assumed as a result the option for a roundabout or any significant asphalt project was not practical. He continued stating that upon rigorous review and investigation to find a viable solution with input via staff and the Transportation Committee the realignment of Ebenezer Church Road and construction of a new intersection at Ebenezer Church Road and Ebenezer Road was suggested in conjunction with a development petition. Mr. Mallon stated that the project was discussed with the property owner who although surprised felt it could be incorporated into the overall development plan. Mr. Mallon stated that upon review of the proposed realignment it was determined to be a more cost-effective solution and would help achieve better sight distance and better separation of over 1000 feet from Spear Road. Mr. Mallon asked for Board approval for the realignment of Ebenezer Church Road and construction of a new intersection of Ebenezer Church Road and Ebenezer Road.

Commissioner Oddo asked what would happen to the remaining land to the east of the newly aligned Ebenezer Church Road.

Mr. Mallon stated that he did not have a firm answer but added that with that remaining portion of land there was two things to consider one was what would happen to the prescriptive easement which he would work with the County Attorney to determine. He continued stating that the second consideration was dependent on how much land would be left and whether it would be a

viable home sight and from there decision would be made on best option to take. Mr. Mallon stated that these considerations had been discussed with property owner.

Chairman Hearn stated that the goal of this realignment was to make the intersection at Ebenezer Church Road and Ebenezer Road with sight distance issues and a high accident rate a safer intersection.

Vice Chairman Gibbons stated that because this roadway was heavily travel and used as an east-west corridor to get from Peachtree City to the eastern part of the County how would this project effect the lateral mode of transportation as opposed to the roundabout.

Mr. Mallon stated that there would be a minor traffic inconvenience for individuals who would be travel from Spear and Ebenezer Road, but these would be nominal in comparison to the safety benefit this realignment would provide. He continued stating that if approved the traffic data would be reviewed to determine what would be the best traffic control measure.

Vice Chairman Gibbons stated that his concerns were related to the development of an east-west corridor creating a faster mode of transportation in District 3 and encouraged Mr. Mallon to work closely with the City of Peachtree City to be included in their future transportation development plans. Vice Chairman Gibbons suggested that Chairman Hearn reach out to the Peachtree City Mayor regarding future plans for the development of an east-west corridor near the intersection of Ebenezer Church Road and Ebenezer Road.

Commissioner Maxwell asked what the process would be to move a grave.

Chairman Hearn stated that it was an extensive process which involved determining who the deceased individual was and making a reasonable effort to find their descendants or affiliate church, advertisements would have to be posted in the local newspaper organ, the gravesite soil would have to be exhumed and relocated to an alternate cemetery. Chairman Hearn stated it was a very intricate and time-consuming process.

Commissioner Maxwell acknowledged that the sight distance from Ebenezer Church Road turning onto Ebenezer Road to turn left on to Spear Road was horrible. He continued asking why consideration had not been given to creating a bypass on the westside of Ebenezer Church Road that would connect it to Spear Road.

Mr. Mallon stated that would have to be a Peachtree City initiative.

Commissioner Maxwell stated that the project being proposed would help with the sight distance issue but was not a complete solution, specifically as it relates to the development of an east-west bypass connection.

Vice Chairman Gibbons moved to approve of the realignment of Ebenezer Church Road and construction of a new intersection of Ebenezer Church Road and Ebenezer Road, with the provision that staff work with Peachtree City to improve the east-west traffic flow. Chairman Hearn seconded. The motion passed 5-0.

**21. Consideration of staff's recommendation to renew Contract #1825-B, Annual Contract for Waterline Extensions for Fiscal Year 2022, to the low bidder Shockley Plumbing, with not-to-exceed or fixed prices established for each project as assigned, not-to-exceed a total contracted amount of \$1,367,205.**

Chairman Hearn asked if Shockley had performed well over in previous years.

Mrs. Birrell stated yes.

Commissioner Rousseau asked how many renewals had been awarded to Shockley.

Mr. Rapson stated that this was the second time the county was using Shockley and added that similar to last year they were the only bidder on the project.

Vice Chairman Gibbons moved to approve to renew Contract #1825-B, Annual Contract for Waterline Extensions for Fiscal Year 2022, to the low bidder Shockley Plumbing, with not-to-exceed or fixed prices established for each project as assigned, not-to-exceed a total contracted amount of \$1,367,205. Commissioner Oddo seconded. The motion passed 5-0.

**22. Consideration of staff's recommendation to approve Task Order No. 3, Advanced Metering Infrastructure Project - Planning and Procurement under Contract No.1867-P Water System Engineer of Record for engineering services in the amount of \$195,040.00.**

Mrs. Birrell stated that on May 5, 2021, the Board of Commissioners approved the AMI Metering Project to be funded with part of the county's allocation of the American Rescue Plan Act funds. Mrs. Burrell stated that the deliverables from this task order would include an AMI Implementation Plan, development of the request for proposal (RFP) for procurement and installation, and an Organizational Preparedness Plan.

Commissioner Oddo asked once completed at what stage would the project be at.

Mrs. Birrell stated that at that point the project would be ready to being installation.

Commissioner Oddo moved to approve Task Order No. 3, Advanced Metering Infrastructure Project - Planning and Procurement under Contract No.1867-P Water System Engineer of Record for engineering services in the amount of \$195,040.00. Vice Chairman Gibbons seconded.

Vice Chairman Gibbons stated that in looking through the proposal it appeared that a lot of the deliverables were PowerPoint presentations which was concerning to him. He asked if the AMI Implementation Plan would be presented as a PowerPoint.

Mr. Rapson referred the Board to the Agenda package page 301 where it outlined the specifics of the project deliverables.

Vice Chairman Gibbons urged Mrs. Birrell to ensure that they understood that the exception was for the initial MS project deliverable to be a living document.

Commissioner Oddo moved to approve Task Order No. 3, Advanced Metering Infrastructure Project - Planning and Procurement under Contract No.1867-P Water System Engineer of Record for engineering services in the amount of \$195,040.00. Vice Chairman Gibbons seconded. The motion passed 4-1, with Commissioner Rousseau voting in opposition.

**23. Consideration of staff's recommendation to award bid #1901-B - Phase 2 to Danali Water Solutions LLC in the amount of \$498,317 for dredging, dewatering and disposal from the two lagoons at South Fayette Water Treatment Plant.**

Mrs. Burrell stated that this request was to award bid #1901-B - Phase 2 to Danali Water Solutions LLC in the amount of \$498,317 for dredging, dewatering and disposal from the two lagoons at South Fayette Water Treatment Plant. Mrs. Birrell stated that in March of 2021 the Board approved dredging of the Fayette County water treatment plants. She added that because of budget constraints the project was split in to two phases.

Vice Chairman Gibbons moved to approve to award bid #1901-B - Phase 2 to Danali Water Solutions LLC in the amount of \$498,317 for dredging, dewatering and disposal from the two lagoons at South Fayette Water Treatment Plant.

Commissioner Oddo seconded. The motion passed 5-0.

**24. Consideration of staff's recommendation to award invitation to Bid #1937-B for water treatment chemicals to the responsive low bidder Chemtrade Chemicals US LLC for a total not-to-exceed amount of \$174,850.**

Vice Chairman Gibbons moved to award invitation to Bid #1937-B for water treatment chemicals to the responsive low bidder Chemtrade Chemicals US LLC for a total not-to-exceed amount of \$174,850. The motion passed 5-0.

**25. Consideration of staff's recommendation to collect fees for development plan review and inspections performed by the Water System.**

Mrs. Birrell thanked the Purchasing Office and Finance Department for their assistance with this item. Mrs. Birrell stated that previously the Water System had not charged any fees for plan review or inspections. She added that the Water System was implementing a plan review process that includes plan submittal, review and inspection tracking through Sages, a Cloud-based Plan Review application software. She added that this review process and software tracking system would establish consistent processes for all jurisdictions within the County, would streamline review and acceptance procedures for staff and developers, and establish a digital tracking system for future operation and maintenance purposes. Mrs. Birrell continued stating that as part of the new process, the Water System had developed a draft plan review and inspection fee schedule. Mrs. Birrell stated that the Water System analyzed how many hours was used to perform a plan review based on typical development/project. She added that the Water System had not charged plan review and inspection fees, although it is a common practice among water utilities and within other Fayette County departments. Mrs. Birrell stated that they researched neighboring counties and comprised a fee structure. Mrs. Birrell provided a brief overview of the fee structure for the Board.

Chairman Hear asked if the County had reached out to the development community regarding the establishment of a fee structure for development plan reviews and inspections. Mr. Rapson stated that the County could reach out to the development community to get feedback but also noted that compared to other jurisdiction the new fee scale was on the lower end of neighboring jurisdictions and would help recoup expenses incurred for the annual maintenance costs of the new software.

Mr. Rapson stated the development community was aware of and being charged fees for development plan reviews and inspections in other jurisdictions, however Fayette county had not been charging for these services.

Chairman Hearn asked if there was an estimate of how much money this could generate.

Mr. Rapson stated between \$10K to \$15K.

Commissioner Rousseau made comments that were inaudible.

Commissioner Rousseau made comments regarding the Film Academy rezoning that the Board approved earlier in the meeting and stated that although a multi-million-dollar project approval of this fee structure would create an unexpected expense for them. He added that he would like to grandfather them in so that they would not be required to pay the development plan review and inspections fees.

Mrs. Birrell stated that the Water System had gone out to that development to perform evaluation to ensure water services could be provided at the Academy.

Chairman Hearn asked when the fee structure would go into effect.

Mr. Rapson stated August 1, 2021 to allow time to reach out to the development community and receive feedback.

Vice Chairman Gibbons moved to approve staff's recommendation to collect fees for development plan review and inspections performed by the Water System. Commissioner Oddo seconded. The motion passed 5-0.

**26. Consideration of staff's recommendation to eliminate the \$5 daily parking fee for out-of-county visitors at Lakes McIntosh and Horton, and to adjust the cost of one-year permits for out-of-county residents from \$50 to \$300 for unlimited use to all three county reservoirs.**

Mrs. Birrell stated that because of the increased in traffic and facility usage the county parks were being stressed, specifically at the three water-supply reservoirs Lakes McIntosh and Horton and Kedron. She continued adding that staff was proposing to adjust the one-year permits fee from \$50 to \$300 for unlimited use of Lakes Horton, Lake McIntosh, and Lake Kedron for out-of-county visitors and eliminate the \$5 daily parking fee. Mrs. Birrell stated that this change would not preclude out-of-county visitors but would allow for the needed reduction of out-of-county visitors to allow more county residents use of these lakes. She added that this change would allow for fee collection at Lake Kedron without changing the facility's parking lot structure and eliminates administrative costs of daily fee collections.

Mr. Rapson stated that the primary goal of this item was to discourage out-of-county visitors at the three water-supply reservoirs Lakes McIntosh, Horton and Kedron and to allow more county residents use of these lakes.

Chairman Hearn stated that other counties did not allow out-of-county visitors park access, so this proposal was generous and provided an opportunity for out-of-county visitors to still use the parks. Chairman Hearn asked as clarification if the plan was for this to go in to effect January 1, 2022.

Mrs. Birrell stated that was correct.

Vice Chairman Gibbons moved to approve staff's recommendation to eliminate the \$5 daily parking fee for out-of-county visitors at Lakes McIntosh and Horton, and to adjust the cost of one-year permits for out-of-county residents from \$50 to \$300 for unlimited use to all three county reservoirs. Commissioner Oddo seconded. The motion passed 5-0.

**27. Consideration of staff's recommendation to award Bid #1970-B: 100 Pleasant Hill Stormwater Conveyance Improvement project to the lowest responsive, responsible bidder, Summit Construction & Development, LLC, in the not-to-exceed amount of \$404,782.50.**

Chairman Hearn asked Mr. Keller for a brief overview of the project.

Environmental Management Director Brian Keller stated that the project would consist of improving the storm conveyance system to circumvent flooding. He added that the existing system would be upgraded with larger pipes and structures along Old Ivy and Redwine Road to increase storm water capacity.

Commissioner Maxwell asked if this project would help with the erosion issues on the south side of Redwine Road.

Mr. Keller stated that those issues would be partially addressed with an upcoming path project and added that those issues were consistently being watched and evaluated by county staff.

Commissioner Oddo moved to approve to award Bid #1970-B: 100 Pleasant Hill Stormwater Conveyance Improvement project to the lowest responsive, responsible bidder, Summit Construction & Development, LLC, in the not-to-exceed amount of \$404,782.50. Vice Chairman Gibbons seconded. The motion passed 5-0.

**28. Consideration of staff's recommendation to renew the annual bid #1821-B to Atlanta Paving and Concrete Construction as vendor for asphalt milling services for fiscal year 2022 with a not-to-exceed contract amount of \$239,040 for Road Department funded projects.**

Vice Chairman Gibbons moved to approve to renew the annual bid #1821-B to Atlanta Paving and Concrete Construction as vendor for asphalt milling services for fiscal year 2022 with a not-to-exceed contract amount of \$239,040 for Road Department funded projects. Commissioner Oddo seconded. The motion passed 5-0.

**29. Consideration of staff's recommendation to renew the annual bid #1838-B to C.W. Matthews of Tyrone as vendor for asphalt services for fiscal year 2022 with a not-to-exceed contract amount of \$323,072 for Road Department funded projects.**

Vice Chairman Gibbons moved to approve to renew the annual bid #1838-B to C.W. Matthews of Tyrone as vendor for asphalt services for fiscal year 2022 with a not-to-exceed contract amount of \$323,072 for Road Department funded projects. Commissioner Oddo seconded. The motion passed 5-0.

**ADMINISTRATOR'S REPORTS:**

**Hot Projects**

County Administrator Steve Rapson advised that an updated "Hot Projects" listing was sent out via email to the Board to keep them abreast of the status of various projects throughout the county. He highlighted the Kenwood Road culvert replacement, Brockton Court Culvert Replacement, Brogdon Road and New Hope Road roundabout and Fire Station #2 ribbon cutting was held prior to the Board Meeting at 5:00 p.m.

Mr. Rapson reminded everyone that the July 8, 2021 Board of Commissioners Meeting would begin at 5:00 p.m. He also advised the Board that Governor Kemp would be letting the executive order for the Public Health Emergency lapse as of July 1, 2021 in effect this would discontinue the need for virtual meetings.

**ATTORNEY'S REPORTS:**

**COMMISSIONERS' REPORTS:**

**Commissioner Maxwell**

Commissioner Maxwell stated that he was unavailable to attend the June 17, 2021 Special Called Meeting but had received feedback regarding the meeting. Commissioner Maxwell stated that he was disappointed that public comment was not allowed during the meeting. He added that he felt it was an important meeting discussing an important topic. He continued stating that if he had been in attendance, he felt he would have said something and encouraged public comments. Commissioner Maxwell stated that he felt that with the 5-minute comment limit even if it took an hour or more the citizens should have been able to express themselves before the Board. Commissioner Maxwell stated that he felt that the citizens had a right to access to the Commissioners and to the microphone to voice their concerns and thoughts. Commissioner Maxwell stated that citizens had expressed their concerns that public comment was not even listed on the agenda for the Special Called Meeting. He added that he felt that it should be included on all Board of Commissioners Meeting agendas to ensure citizens know that they would have an opportunity to speak before the Board, he concluded stating that he would bring it before the Board for approval if not already a policy.

Commissioner Maxwell stated that on Thursday June 17, 2021 President Biden signed into law a new federal holiday, called Juneteenth. Commissioner Maxwell stated that he felt Fayette County should follow that direction and recognize Juneteenth as a Fayette County holiday to go into effect beginning in 2022.

Mr. Rapson stated that this would create a revision to the County Holiday policy that would be brought back before the Board for approval. Mr. Rapson briefly outlined the known budget impacts

Commissioner Maxwell moved to recognize Juneteenth as a Fayette County Holiday beginning June 2022. Vice Chairman Gibbons seconded. The motion passed 5-0.

**Commissioner Oddo**

Commissioner Oddo wished every a Happy Fourth of July. Commissioner Oddo also wanted to reiterate that Fayette County was rolling back the millage rate with the passage of the FY2022 Budget and wanted to congratulate staff for a job well done. He added that this was a great accomplishment that the County was able to do without raising taxes.

#### **Chairman Hearn**

Chairman Hearn expressed his appreciation for staff thanking them for a job well done.

#### **Commissioner Rousseau**

Commissioner Rousseau thanked the County's first responders and Public Safety personnel. He also thanked the Delta Sigma Theta Inc. organization for their continued support and assistance within the community. Commissioner Rousseau commending the bravery and presence of mind of Randy Brown, a Fayette County youth who saved the life a two-year drowning at a family gathering. Commissioner Rousseau stated that he shared Commissioner Maxwell's frustrations as it related to not having public comment at the June 17, 2021 Special Called meeting. He stated that anytime the Board was before the public as a body the opportunity for public comment should be made readily available. Commissioner Rousseau concluded stating that he appreciated the decision to recognize Juneteenth as a Fayette County Holiday. He expressed his appreciation to the Fayette County staff.

**EXECUTIVE SESSION:** None

#### **ADJOURNMENT:**

Commissioner Oddo moved to adjourn the June 24, 2021 Board of Commissioners meeting. Vice Chairman Gibbons seconded the motion. The motion passed 5-0.

The June 24, 2021 Board of Commissioners meeting adjourned at 9:03 p.m.

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Marlena M. Edwards, Chief Deputy County Clerk

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Lee Hearn, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 8<sup>th</sup> day of July 2021. Referenced attachments are available upon request at the County Clerk's Office.

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Marlena Edwards, Deputy County Clerk



# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Consideration of an Intergovernmental Agreement between the Town of Brooks and Fayette County for the McIntosh Road Micro Surfacing Project.

**Background/History/Details:**

Under this IGA, Fayette County's micro surfacing work on McIntosh Road (Contract #1870-B) would be extended 0.93 miles within Brooks to 85 Connector.

**What action are you seeking from the Board of Commissioners?**

Approval of attached Intergovernmental Agreement between the Town of Brooks and Fayette County for the McIntosh Road Micro Surfacing Project.

**If this item requires funding, please describe:**

Contractor costs for work within the Town of Brooks shall be paid by Fayette County and reimbursed by the Town Brooks, per the terms and conditions specified in the IGA.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

**STATE OF GEORGIA**

**COUNTY OF FAYETTE**

**ROAD RESURFACING AGREEMENT**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the TOWN OF BROOKS, a municipal corporation lying wholly or partially within Fayette County, Georgia, acting by and through its Mayor and Council, hereinafter referred to as the “Town,” and FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners, hereinafter referred to as the “County” to provide for certain road resurfacing within the corporate limits of the Town, hereinafter referred to as the “Agreement.”

**W I T N E S S E T H:**

WHEREAS, the County is planning on resurfacing the portion of McIntosh Road, the “Road,” in the Town from 85 Connector to the eastern limits of the Town, a total of 0.93 miles, hereinafter referred to as “the Project;” and

WHEREAS, the County and the Town desire the proper resurfacing of the Road within the corporate limits of the Town to promote adequate and safe means of transportation; and

WHEREAS, a location map of the Road is attached as Exhibit “A” with said Exhibit “A” incorporated herein by this reference; and

WHEREAS, a portion of the Road is located within the Town as shown on Exhibit “A;” and

WHEREAS, the County estimates the cost of the Project (asphalt mill patching; traffic control flagging; crack sealing, crack relief layer and Micro Surfacing; and thermoplastic striping and raised pavement markers) to be ONE HUNDRED TWENTY-THREE THOUSAND AND 00/100 (\$123,000.00) DOLLARS for the portion of the Road within the Town; and

WHEREAS, the Town agrees to pay the County for the cost of the Project, i.e., asphalt mill patching; traffic control flagging; crack sealing, crack relief layer and Micro Surfacing; and thermoplastic striping and raised pavement markers, needed to perform the portion of the Road within the Town.

NOW THEREFORE, for and in consideration of the premises contained herein, the receipt and sufficiency of which are hereby acknowledged by the Town and the County, the Town and the County do hereby agree as follows:

1.

The County agrees to provide the labor and equipment for the resurfacing of that portion of the Road within the Town. The Town will reimburse the County for all Project costs, i.e., asphalt mill patching; traffic control flagging; crack sealing, crack relief layer and Micro Surfacing; and thermoplastic striping and raised permanent markers. The County estimates that the cost of the Project to be ONE HUNDRED TWENTY-THREE THOUSAND AND 00/100 (\$123,000.00) DOLLARS. The Town shall pay for all costs of the Project (including over-run quantities for leveling and topping) even if the cost of the Project exceeds the ONE HUNDRED TWENTY-THREE THOUSAND AND 00/100 (\$123,000.00) DOLLARS estimate. The County will undertake all reasonable efforts to maintain the cost of materials within the ONE HUNDRED TWENTY-THREE THOUSAND AND 00/100 (\$123,000.00) DOLLARS estimate.

The component estimates of the Project are as follows:

Asphalt Mill Patching:	\$ 52,000.00
Traffic Control Flagging:	1,000.00
Crack Sealing, Crack Relief Layer and Micro Surfacing:	60,000.00
Thermoplastic Striping and Raised Pavement Markers:	<u>10,000.00</u>
	\$123,000.00

2.

The Town and the County agree that a portion of the Road in the Town limits of the Town is part of the road system of the Town and as such shall be completely and solely within the Town's jurisdiction and control. The resurfacing of the portion of the Road within the Town is at the direction of the Town and the County assumes no interest in the title of said portion of the Road within the Town. In no manner shall the portion of the Road within the Town be deemed a County road. Unless otherwise agreed, the maintenance and repair of the portion of the Road within the Town, other than the resurfacing contemplated herein, shall be the sole responsibility of the Town.

3.

The Town warrants that it owns or has rights to resurface the portion of the Road within the Town and further warrants that the performance of work on that portion of the Road within the Town will not violate any restrictions, covenants, local or state law.

4.

The County shall resurface that portion of the Road within the Town in the same manner as the County resurfaces all other roads in the unincorporated County. The County will employ its work force to perform the Project and the County may augment its work force by the use an approved vendor for some of the work on the Project.

5.

The County and the Town acknowledge that the Town has authorized the County to utilize its CARES Act funding totaling TWENTY-NINE THOUSAND TWO HUNDRED SIXTY-TWO AND 36/100 (\$29,262.36) DOLLARS for the Project. Additionally, upon approval of this Agreement, the Town shall pay to the County FORTY THOUSAND SIX

HUNDRED AND 00/100 (\$40,600.00) DOLLARS. The Town will pay to the County the amount of TWENTY-SIX THOUSAND SIX HUNDRED THIRTY-SEVEN AND 64/100 (\$26,637.64) DOLLARS on or before January 15, 2022. The final payment from the Town to the County of TWENTY-SIX THOUSAND FIVE HUNDRED AND 00/100 (\$26,500.00) DOLLARS will be made by the Town on or before July 15, 2022.

6.

To the fullest extent permitted by law, the Town agrees to and hereby does defend, hold harmless and indemnify the County and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the County that arise out of, or result from, the performance of the resurfacing on that portion of the Road within the Town, which are not incurred or suffered due to the negligence of the County. To the fullest extent permitted by law, the County agrees to and hereby does defend, hold harmless and indemnify the Town and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the Town that arise out of, or result from, the performance of the resurfacing on that portion of the Road within the Town, which are not incurred or suffered due to the negligence of the Town.

7.

This Agreement is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

8.

Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

IN WITNESS WHEREOF, the parties herein have set their hands and seals on the date first above written.

FAYETTE COUNTY, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Lee Hearn, Chairman

Attest:

\_\_\_\_\_  
Tameca Smith, County Clerk

TOWN OF BROOKS



(SEAL)

By: \_\_\_\_\_  
Daniel C. Langford, Jr., Mayor

Attest:

\_\_\_\_\_  
Kimberly A. Bradley, City Clerk



-  McIntosh Road
-  Brooks

McIntosh Road  
Resurfacing within  
Brooks



# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Consideration of staff's recommendation for Board of Commissioners to approve Change Order #1 with Asphalt Paving Systems, Inc. for Bid 1870-B Micro Surfacing in the amount of \$60,000 to add the section of McIntosh Road located in the Town of Brooks.

**Background/History/Details:**

McIntosh Road was listed on the original contract to receive micro surfacing. However the portion of McIntosh Road that was within the Town of Brooks was not included. The Town of Brooks has requested this change order for 0.93 miles of McIntosh Road within the town limits to be included in this contract. The unit prices are held per the original contract.

**What action are you seeking from the Board of Commissioners?**

Approval of staff's recommendation for Board of Commissioners to approve Change Order #1 with Asphalt Paving Systems, Inc. for Bid 1870-B Micro Surfacing in the amount of \$60,000 to add the section of McIntosh Road located in the Town of Brooks.

**If this item requires funding, please describe:**

The change order of \$60,000 will be paid from FY2021 10040220-521316 and be reimbursed by the Town of Brooks, per the terms and conditions specified in the IGA.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**





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

To: Steve Rapson

Through: Ted L. Burgess *TB*

From: Sherry White *SW*

Date: July 8, 2021

Subject: **Invitation to Bid #1870-B Micro Surfacing**  
**Change Order #1: Add Brooks Portion of McIntosh Road**

On November 20, 2020 the county awarded contract #1870-B, Micro Surfacing, to Asphalt Paving Systems, Inc. The micro-surfacing process adds a protective seal coat to extend the life of the pavement. This method renews the road surface and seals minor cracks and other irregularities.

McIntosh Road was listed on the original contract to receive micro surfacing. However the portion of McIntosh Road that runs into Brooks was not included. Maurice Ungaro, Town Manager of Brooks is requesting to add Brook's portion of McIntosh Road to the current contract scope. This Change Order will include micro surfacing on the additional mileage in Brooks, at the unit prices included in the original contract.

An Inter-Government Agreement will be executed between Fayette County and the Town of Brooks to specify repayment plans of the projects total cost, \$123,000.00. Milling, patching and striping for McIntosh Road in the Town of Brooks will cost \$63,000. This Change Order #1 includes the balance of \$60,000.00 for the Micro Surfacing.

Specifics of the proposed contract change order are as follows:

<b>Contract Name</b>	#1870-B: Micro Surfacing
<b>Change Order</b>	#1: Add Brooks Portion of McIntosh Road
<b>Contractor</b>	Asphalt Paving Systems, Inc.
<b>Not to Exceed Amount:</b>	
Initial Contract amount	\$457,577.08
Change Order 1	<u>60,000.00</u>
Revised Contract Amount	\$517,577.08

**Budget for Change Order #1 (FY 2021):**


Org.	10040220	Road Department
Object	521316	Technical Services
Available	\$60,000.00	To be reimbursed by Town of Brooks


## Administrator's Report: A



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

To: Steve Rapson

Through: Ted L. Burgess 

From: Natasha M. Duggan 

Date: June 8, 2021

Subject: Contract 1825-B: Annual Contract for Waterline Extension  
 Task Order 3: Burch Road Meter Vault

The Water System must respond to needs for emergency or other non-routine repairs, extensions, or similar work on the water distribution system. On October 8, 2020 the Board of Commissioners awarded Contract 1825-B to Shockley Plumbing Co., Inc. which allows task orders to be issued to establish a not-to-exceed or fixed price for each project.

Task Order 3 requests authorization to replace existing wholesale meter assembly and vault on Burch Road. The current meter is under registering and is approximately 40 years old. The Water System recommends replacing the old meter assembly in order to avoid future revenue decreases and increased repair costs.

Specifics of the proposed task order are as follows:

<b>Contract Name</b>	#1825-B: Annual Contract for Waterline Extension	
<b>Contractor</b>	Shockley Plumbing Co., Inc.	
<b>Type of Contract</b>	Annual, indeterminate quantity, fixed unit price contract	
<b>Task Order 3</b>	Burch Road Meter Vault	
<b>Not to Exceed Amount</b>	\$79,500	
<b>Budget:</b>		
Org Code	50544020	Water Distribution
Object	522266	Repairs Meters & Water Lines
Available	\$149,322.35	As of 6/8/2021

Approved by: 

Date: 6/8/21