

BOARD OF COUNTY COMMISSIONERS

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



FAYETTE COUNTY, GEORGIA

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

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214



AGENDA

October 22, 2026
5:00 p.m.

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

OFFICIAL SESSION:

Call to Order
Invocation and Pledge of Allegiance by Vice Chairman Edward Gibbons
Acceptance of Agenda

PROCLAMATION/RECOGNITION:

1. Proclamation encouraging citizens to participate in "Operation Green Light for Veterans" from November 4, 2026 to November 11, 2026 to express our collective appreciation for the public service of all veterans. (pages 4-5)

PUBLIC HEARING:

2. Consideration of amendment to Chapter 110. Zoning Ordinance, Regarding Article V. – Conditional Uses, Nonconformances, and Transportation Corridor Overlay Zone. - Sec. 110-169(2); Add Private School for Adults with Developmental Disabilities as a conditional use in A-R, R-85, R-80, R-78, R-75, R-72, R-55, R-50, R-45, R-40, R-20, DR-15, O-I, C-C, G-B, and C-H zoning districts. (pages 6-17)

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 third amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services for Superior Court beginning January 1, 2027, and terminating December 31, 2027. (pages 18-31)
4. Approval of the third amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services for Magistrate Court beginning January 1, 2027, and terminating December 31, 2027. (pages 32-45)
5. Approval to award Contract #2228-S, final renewal (titled Fifth Amendment) to Judicial Correction Services (JCS), LLC for State Court for the calendar year beginning January 1, 2027, and ending December 31, 2027. (pages 46-66)

6. Approval of a Fire & Emergency Service Agreement with Fayette County Board of Education for fire apparatus to use the School System's diesel and gasoline fueling center on Goza Road. (pages 67-71)
7. Approval of the MountBrook Subdivision Crosswalk Improvement Pilot Project and to allocate \$30,000 from 17TAJ to a new project account to fund the project. (pages 72-79)
8. Approval of the October 1, 2026, Special Called Millage Rate Hearing (10:00 a.m.) Minutes. (pages 80-83)
9. Approval of the October 1, 2026, Special Called Millage Rate Hearing (6:00 p.m.) Minutes. (pages 84-85)
10. Approval of the October 8, 2026, Board of Commissioners Meeting Minutes. (pages 86-91)

OLD BUSINESS:

NEW BUSINESS:

11. Request to approve an Intergovernmental Agreement between the City of Fayetteville, Fayette County School District, and Fayette County for the funding of shared auditing services related to Personal Property Tax including the proposed amended language. (pages 92-109)
12. Request to approve Resolution 2026-18 to Establish Procedures for the Administration of Design-Build Contracts for Local Transportation Projects Pursuant to O.C.G.A. § 32-4-74. (pages 110-114)
13. Request to award Bid 27015-A: Fire Station #7 Remodel to Benning Construction in the amount of \$69,081.86, and to transfer \$9,081.86 from Capital Project 273AD - Fire Station 6 Remodel to Capital Project 273AE - Fire Station 7 Remodel to complete the project. (pages 115-117)
14. Consideration of the approval of Resolution 2026-19 requesting the Georgia General Assembly, during its upcoming session, consider and enact local legislation amending the Board of Elections appointments to establish staggered terms. (pages 118-123)
15. Consideration of the approval of Resolution 2026-20 requesting the Georgia General Assembly, during its upcoming session, consider and enact local legislation amending the Magistrate Court to establish staggered terms. (pages 124-131)
16. Consideration of the approval of Resolution 2026-21 requesting the Georgia General Assembly, during its upcoming session, consider and enact local legislation amending the Fayette County Board of Commissioners compensation calculations. (pages 132-138)
17. Consideration of the approval of Resolution 2026-22 requesting the Georgia General Assembly, during its upcoming session, consider and enact local legislation regarding regulation of Private Water System. (pages 139-142)
18. Consideration of the approval of Resolution 2026-23 requesting the Georgia General Assembly, during its upcoming session, consider and enact local legislation regarding Local Homestead Option Sales Tax (LHOST) Reform. (pages 143-149)
19. Request to present the following Resolutions in a Legislative Package to the Georgia General Assembly for consideration at its upcoming session: (A) Resolution 2026-19; Board of Elections Staggered Terms, (B) Resolution 2026-20; Magistrate Court Staggered Terms, (C) Resolution 2026-21; Board of Commissioners Compensation, and

(D) Resolution 2026-22; Regulation of Private Water System, and (E) Resolution 2026-23; Local Homestead Option Sales Tax (LHOST) Reform. (page 150)

ADMINISTRATOR'S REPORTS:

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

COUNTY AGENDA REQUEST

Page 4 of 150

Department: Commissioners

Presenter(s): Board of Commissioners

Meeting Date: Thursday, October 22, 2026

Type of Request: Proclamation/Recognition #1

Wording for the Agenda:

Proclamation encouraging citizens to participate in "Operation Green Light for Veterans" from November 4, 2026 to November 11, 2026 to express our collective appreciation for the public service of all veterans.

Background/History/Details:

This coming Veterans Day, the National Association of Counties (NACo) and the National Association of County Veteran Service Officers (NACVSO) have invited county leaders to join in Operation Green Light for Veterans by lighting county buildings green until November 11, 2026.

As part of Operation Green Light for Veterans, Fayette County is illuminating our buildings green beginning on November 4 and we encourage individuals and businesses to join!

Operation Green Light draws attention to the challenges veterans face, particularly as they leave active service and return to civilian life.

Approximately 200,000 service members transition from military to civilian life each year. Join #OperationGreenLight for Veterans to help shine a light to support and welcome our veterans home.

What action are you seeking from the Board of Commissioners?

Proclamation encouraging citizens to participate in "Operation Green Light for Veterans" from November 4, 2026 to November 11, 2026 to express our collective appreciation for the public service of all veterans.

If this item requires funding, please describe:

Not applicable.

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

If so, when?

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

Backup Provided with Request? Yes

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

Approved by Finance Not Applicable

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

FAYETTE COUNTY BOARD OF COMMISSIONERS

Proclamation**OPERATION GREEN LIGHT FOR VETERANS**

- Whereas,** the residents of Fayette County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and
- Whereas,** the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and
- Whereas,** Fayette County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and
- Whereas,** Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and
- Whereas,** approximately 200,000 service members transition to civilian communities annually; and
- Whereas,** active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and
- Whereas,** the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans. Fayette County appreciates the sacrifices of our United States Military Personnel and believes specific recognition should be granted.

NOW, THEREFORE, be it resolved, with designation of a "Green Light for Veterans County", Fayette County hereby declares from November 4, 2026, through November 11, 2026, a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from active service; and

THEREFORE, BE IT FURTHER RESOLVED, that in observation of Operation Green Light, Fayette County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business and/or home from November 4-11, 2026.

So proclaimed this 22nd day of October 2026

Lee Hearn, Chairman
Fayette County Board of Commissioners

COUNTY AGENDA REQUEST

Page 6 of 150

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Consideration of amendment to Chapter 110. Zoning Ordinance, Regarding Article V. – Conditional Uses, Nonconformances, and Transportation Corridor Overlay Zone. - Sec. 110-169(2); Add Private School for Adults with Developmental Disabilities as a conditional use in A-R, R-85, R-80, R-78, R-75, R-72, R-55, R-50, R-45, R-40, R-20, DR-15, O-I, C-C, G-B, and C-H zoning districts.

Background/History/Details:

This amendment adds a use that does not currently exist in our Zoning Ordinance. The current ordinance provides for the following: 110-169(2)kk. – Private School. A private school is defined as serving pre-primary, kindergarten, elementary, middle and high school aged students, including schools serving school-age children w/special needs. 110-169(2)oo. – College and/or university. A college or university typically serves adults and recent high school graduates. The current ordinance does not provide a use for a private school for adults with development disabilities.

It is staff's assessment that this use has activities and requirements more like a private school than a college/university. Staff recommends APPROVAL of the amendment.

On October 1, 2026, the Planning Commission voted 5-0 to recommend DENIAL of an amendment to Chapter 110. Zoning Ordinance, Article V. Conditional Uses. - Sec. 110-169(2) – Add Private School for Adults with Developmental Disabilities as a conditional use.

What action are you seeking from the Board of Commissioners?

Consideration of amendment to Chapter 110. Zoning Ordinance, Regarding Article V. – Conditional Uses, Nonconformances, and Transportation Corridor Overlay Zone. - 110-169(2)– Add Private School for Adults with Developmental Disabilities as a conditional use in A-R, R-85, R-80, R-78, R-75, R-72, R-55, R-50, R-45, R-40, R-20, DR-15, O-I, C-C, G-B, and C-H zoning districts.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

PETITION No: TA-0014-26

PLANNING COMMISSION PUBLIC HEARING: October 1, 2026

BOARD OF COMMISSIONERS PUBLIC HEARING: October 22, 2026

REQUESTED ACTION: CONSIDERATION OF AMENDMENTS TO CHAPTER 110. ZONING ORDINANCE, REGARDING ARTICLE V. – CONDITIONAL USES, NONCONFORMANCES, AND TRANSPORTATION CORRIDOR OVERLAY ZONE. – SEC. 110-169(2)– Add Private School for Adults with Developmental Disabilities as a conditional use in A-R, R-85, R-80, R-78, R-75, R-72, R-55, R-50, R-45, R-40, R-20, DR-15, O-I, C-C, G-B, and C-H zoning districts.

Please refer to the subsequent pages for details of the proposed amended language.

STAFF ANALYSIS: This proposed amendment adds a use that does not currently exist in our Zoning Ordinance as a Conditional Use. The current ordinance provides for the following:

110-169(2)kk. – Private School. *A private school is defined as serving pre-primary, kindergarten, elementary, middle and high school aged students, including schools serving school-age children with special needs. A private school for school age children typically includes facilities such as classrooms, administration, cafeterias, playground and athletic facilities, gymnasium.*

110-169(2)oo. – College and/or university. *A college or university typically serves adults and recent high school graduates and includes facilities such as classrooms, administration, cafeterias, athletic facilities, gymnasium, and housing - dormitories and sorority/fraternity housing.*

The current ordinance does not provide a use for a private school for adults with development disabilities. It is staff's assessment that this use has activities and requirements more like a private school than a college/university.

- There is a reduced parking requirement because most of the students are not likely to drive themselves to school.
- There are no dormitories or sorority/fraternity houses.
- Athletic activities are likely to be smaller-scale events.

The section for *kk. Private schools* was used as the template for this recommendation, with changes redlined simply so it is easy to identify those changes. This redline version is attached.

STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the amendment.

PLANNING COMMISSION RECOMMENDATION: On October 1, 2026, the Planning Commission voted 5-0 to recommend **DENIAL** of an amendment to Chapter 110. Zoning Ordinance, Article V. Conditional Uses, Nonconformances, and Transportation Corridor Overlay Zone. - Sec. 110-169(2) – Add Private School for Adults with Developmental Disabilities as a conditional use.

Planning Commission members expressed concern about reducing existing buffer requirements for classrooms and administrative buildings. Members emphasized the importance of consistent zoning regulations and expressed concern about modifying requirements to accommodate a particular use or property, and that the fact that private schools are already permitted as conditional uses in several zoning districts. They suggested that the county's broader private-school regulations may warrant future review.

Vice-Chairman Boris Thomas made a motion to recommend DENIAL of amendments to Chapter 110. Zoning Ordinance, Regarding Article V. – Conditional Uses, Nonconformances, and Transportation Corridor Overlay Zone. - Sec. 110-169(2) – Add Private School for Adults with Developmental Disabilities as a conditional use in A-R, R-85, R-80, R-78, R-75, R-72, R-55, R-50, R-45, R-40, R-20, DR-15, O-I, C-C, G-B, and C-H zoning districts. Virgil Hooper seconded the motion. The motion passed 5-0.

Meeting Minutes 10/1/2026

THE FAYETTE COUNTY PLANNING COMMISSION met on October 1st, 2026, at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

MEMBERS PRESENT: Danny England, Chairman
Boris Thomas, Vice-Chairman
John Kruzan
Jim Oliver
Virgil Hooper

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

1. Call to Order. *Chairman Danny England called the October 1, 2026, meeting to order at 7:01 pm.*
2. Pledge of Allegiance. *Chairman Danny England offered the invocation and led the audience in the Pledge of Allegiance.*
3. Approval of Agenda. *Jim Oliver made a motion to approve the agenda as presented. Vice-Chairman Boris Thomas seconded the motion. The motion carried 5-0. Deborah Sims, Zoning Administrator, was absent.*
4. Consideration of the Minutes of the meeting held on September 3rd, 2026. *John Kruzan made a motion to approve the minutes of the meeting held on September 3, 2026. Jim Oliver seconded the motion. The motion carried unanimously.*
5. Plats.
 - a. Dixon Circle Preliminary Plat.

Ms. Debbie Bell advised that the preliminary plat had been reviewed by the applicable county departments, including Planning and Zoning, the Fire Marshal, Environmental Management, Engineering, and Environmental Health, for compliance with applicable preliminary plat requirements.

Mr. James McCue, property owner at 254 Dixon Circle, wanted to comment in opposition of the approval for the preliminary plat of Dixon Circle and raised concerns regarding a potential right-of-way dedication and the possible effect of the proposed cul-de-sac on his property.

Chairman Danny England clarified that consideration of a preliminary plat is not a public hearing and that public comment is not provided as part of the preliminary plat approval process.

Ms. Bell explained that any private property or right-of-way issues would need to be resolved between the affected property owners and the applicant. Staff further explained that the development could not proceed to construction or final plat approval without the required property rights being obtained.

The Board discussed the applicable zoning requirements and the review conducted by county staff.

Jim Oliver made a motion to approve the Dixon Circle Preliminary Plat as presented. John Kruzan seconded the motion. The motion carried 5-0.

PUBLIC HEARING

6. Consideration of amendments to Chapter 110. Zoning Ordinance, Regarding Article V. – Conditional Uses, Nonconformances, and Transportation Corridor Overlay Zone. - Sec. 110-169(2) – Add Private School for Adults with Developmental Disabilities as a conditional use in A-R, R-85, R-80, R-78, R-75, R-72, R-55, R-50, R-45, R-40, R-20, DR-15, O-I, C-C, G-B, and C-H zoning districts.

Ms. Bell Staff presented a proposed amendment to establish private schools for adults with developmental disabilities as a conditional use in specified zoning districts. The proposed amendment would apply to various agricultural, residential, office, commercial, and other zoning districts identified in the proposed ordinance amendment. Staff explained that the proposed amendment was developed using the county's existing private-school provisions as a template and that the intent was to establish a specific zoning classification for schools serving adults with developmental disabilities because the existing ordinance distinguishes between private schools serving children and adult educational institutions such as colleges, universities, and technical schools. The proposed amendment could modify certain buffer requirements applicable to educational and administrative buildings; maintain the existing buffer requirements for outdoor play areas and outdoor athletic facilities; remove provisions allowing residential housing or accommodations associated with the school, and parking requirements could potentially be addressed through the county's development regulations because many students attending such facilities may not drive themselves.

Chairman explained the public hearing procedures and invited persons wishing to speak in favor of the proposed amendment to address the Commission, followed by persons wishing to speak in opposition.

No public comments were addressed for this amendment. Chairman Danny England

brought the item back to the board for discussion.

Board members discussed the proposed amendment, including the compatibility with residential areas, and expressed concern about permitting schools within residential zoning districts and the potential effect on surrounding property owners. Also, they talked about potential increases in traffic, parking, lighting, noise, and general activity associated with educational facilities and, if permitted on a residentially zoned property, could potentially develop larger facilities, including gymnasiums or athletic areas, over time.

Board Members expressed concern about reducing existing buffer requirements for classrooms and administrative buildings. Members emphasized the importance of consistent zoning regulations and expressed concern about modifying requirements to accommodate a particular use or property, and that the fact that private schools are already permitted as conditional uses in several zoning districts, they suggested that the county's broader private-school regulations may warrant future review.

Ms. Bell explained that the amendment was intended to address a specific educational use that does not fit neatly within the existing classifications because the students are adults but may have different functional and transportation needs than students attending traditional adult educational institutions.

Allison Cox, County Attorney, advised that the proposed use represented a distinct category of educational facility and that the proposed standards had been reviewed.

Board members determined that the proposed amendment, as drafted, should not be recommended for approval.

Vice-Chairman Boris Thomas made the motion to recommend DENIAL of amendments to Chapter 110. Zoning Ordinance, Regarding Article V. – Conditional Uses, Nonconformances, and Transportation Corridor Overlay Zone. - Sec. 110-169(2) – Add Private School for Adults with Developmental Disabilities as a conditional use in A-R, R-85, R-80, R-78, R-75, R-72, R-55, R-50, R-45, R-40, R-20, DR-15, O-I, C-C, G-B, and C-H zoning districts. Virgil Hooper seconded the motion. The motion passed 5-0.

OLD BUSINESS

7. Dixon Circle Preliminary Plat — Follow-Up Discussion

Following consideration of the public hearing item, the Commission returned to the previously approved Dixon Circle preliminary plat.

Commission members discussed information presented during the meeting by an adjacent property owner concerning a potential property transaction involving property necessary for the proposed Dixon Circle extension and cul-de-sac.

Ms. Bell explained that the preliminary plat had been submitted based on the understanding that the necessary property transaction had been completed, and based on the information presented at the

meeting, staff indicated that additional verification was appropriate. Staff explained that the preliminary plat does not authorize construction; the applicant must obtain the necessary property rights before the development can proceed, construction plans must be submitted and reviewed, followed by a final plat required before the subdivision can proceed to final approval, and the property ownership and right-of-way issues must be resolved before the project can proceed. Staff agreed to contact the applicant's engineer and obtain additional information regarding the status of the property transaction.

Board members discussed whether additional action was necessary concerning the preliminary plat at that time.

Ms. Bell advised that the issue would be addressed before the project could proceed to final plat approval

No additional formal action was taken.

No further business was addressed; a motion was made to adjourn.

John Kruzan moved to adjourn the October 1st, 2026, Planning Commission meeting. Jim Oliver seconded. The motion passed 5-0.

The meeting adjourned at 7:46 pm.

ATTEST:

**PLANNING COMMISSION
OF
FAYETTE COUNTY**

DANNY ENGLAND, CHAIRMAN

MARIA BINNS, PC SECRETARY

PLANNING COMMISSION

Consideration of Amendments to Chapter 110. Zoning Ordinance, Regarding Article V. – Conditional Uses, Nonconformances, and Transportation Corridor Overlay Zone. - Sec. 110-169(2). – Add Private School for Adults with Developmental Disabilities as a Conditional Use in A-R, R-85, R-80, R-78, R-75, R-72, R-55, R-50, R-45, R-40, R-20, DR-15, O-I, C-C, G-B, and C-H zoning districts.

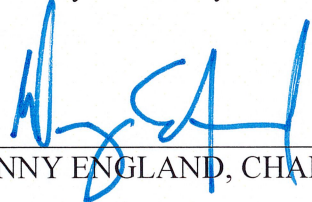
5-0

☐ Recommended for approval to the BOC

☒ Recommended for denial to the BOC

☐ Tabled until _____

Per the Fayette County Planning Commission on this 1st day of October 2026.



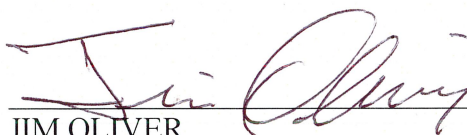
DANNY ENGLAND, CHAIRMAN



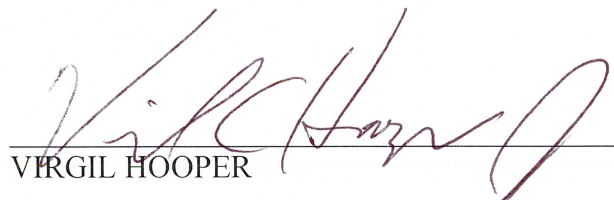
BORIS THOMAS, VICE- CHAIRMAN



JOHN J. KRUZAN



JIM OLIVER



VIRGIL HOOPER

Remarks:

NOTE:

The following proposal for an added conditional use for 'Private school for adults with developmental disabilities' is based on the current requirements for Sec. 110-169(2)kk. Private school.

The changes made to the 'Private school' [for school-age children] template are shown here as redlines so they can be easily compared to the current use for 'private school' [for school-age children].

~~Kkxxx~~. Private school *for adult students with developmental disabilities*, including, but not limited to: classrooms, administration, playground, ~~housing~~, athletic facility, gymnasium, and/or stadium. Allowed in A-R, R-85, R-80, R-78, R-75, R-72, R-70, R-55, R-50, R-45, R-40, R-20, DR-15, O-I, C-C, G-B, and C-H zoning districts.

1. Minimum lot size: five acres.
2. Such use shall only be permitted on a lot which fronts on a major thoroughfare as designated by the county thoroughfare plan. All access is limited to the major thoroughfare only unless such use is within a nonresidential development which has access to a major thoroughfare.
3. If the side or rear yard abuts a residential or A-R zoning district, a minimum ~~50~~25-foot buffer shall be provided adjacent to the lot line for all educational and administrative buildings. The side yard setback shall be 50 feet. The rear yard setback shall be 75 feet. The setback shall be measured from the buffer. Said requirements shall apply to all ~~structures~~educational and administrative buildings. ~~A minimum 50-foot buffer shall be provided for outdoor~~all outdoor playground areas, and/or athletic facilities. The side yard setback for outdoor playground areas and/or athletic facilities shall be 50 feet, and the rear yard setback shall be 75 feet. The setback shall be measured from the buffer. Said requirements shall apply to all outdoor playground areas, and/or athletic facilities. A buffer shall not be required along the common boundary where the side or rear yard abuts property developed for the following Conditional uses in a residential or A-R zoning district as regulated in [section 110-169](#): Cemetery, human or pet, child care facility, church and/or other place of worship, college and/or university, hospital, private school, or recreation centers owned by nonprofit organizations as so registered with the Georgia Secretary of State Office.
4. Lighting for outdoor athletic facilities shall not be permitted after 10:00 p.m.
5. Student drop-off and vehicular turn-around facilities shall be provided on the site.
6. All buildings, other than storage buildings, shall maintain a decorative facing on those portions of the building which face public streets and any property zoned residential or agricultural-residential. The decorative facing shall consist of brick, stone, stucco, wood, or similar building materials compatible with the area.
7. Accessory structures such as a storage building, detached garage, pavilion, and/or pool shall comply with the buffer and/or setback requirements for administrative buildings and shall be located to the side/rear of the main building.

8. The construction of one open air pavilion utilized for picnics/social gatherings only is allowed under the following conditions:

(i) The pavilion shall be constructed following the construction of the main school building;

(ii) The floor area cannot exceed 40 percent of the square footage of the main school building; and

(iii) The pavilion may not be lighted or used after 10:00 p.m. If the ~~open-air~~open-air pavilion is built in conjunction with an attached storage building, the overall square footage shall not exceed 40 percent of the main school building square footage.

(iv) A minimum 50-foot buffer shall be provided for the open-air pavilion. The side yard setback for open air pavilions shall be 50 feet, and the rear yard setback shall be 75 feet. The setback shall be measured from the buffer.

B6 Fayette County News

Continued from page B5

Wednesday, September 9, 2026

NOTICE OF PUBLIC HEARING
FOR AN AMENDMENT OF THE
FAYETTE COUNTY CODE OF
ORDINANCES, CHAPTER 110.
ZONING ORDINANCE.

PUBLIC HEARING to be held before the Fayette County Planning Commission on October 1, 2026, at 7:00 P.M. and before the Fayette County Board of Commissioners on October 22, 2026, at 5:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia.

CONSIDERATION OF AMENDMENTS TO CHAPTER 110. ZONING ORDINANCE, REGARDING ARTICLE V. - CONDITIONAL USES, NONCONFORMANCES, AND TRANSPORTATION CORRIDOR OVERLAY ZONE. - SEC. 110-169(2)- Add Private School for Adults with Developmental Disabilities as a conditional use in A-R, R-85, R-80, R-78, R-75, R-72, R-55, R-50, R-45, R-40, R-20, DR-15, O-I, C-C, G-B, and C-H zoning districts.

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

This 1st day of September 2026.

Deborah Bell, Director
Planning and Zoning

9/9

COUNTY AGENDA REQUEST

Page 18 of 150

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of the third amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services for Superior Court beginning January 1, 2027, and terminating December 31, 2027.

Background/History/Details:

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

The proposed amendments extend the periods of service of the Agreements, beginning January 1, 2027, and terminating December 31, 2027, with an option to renew for five (5) additional one-year terms. Supervision fees will remain at their current levels for 2027.

What action are you seeking from the Board of Commissioners?

Approval of the third amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services for Superior Court beginning January 1, 2027, and terminating December 31, 2027.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Judicial Correction Services, LLC
Probation Services Agreement

Fayette County, Georgia

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

Witnesseth:

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

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

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

Scope of Services and Responsibilities of Contractor

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

A. Responsibilities of Probation Services Contractor

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

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

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

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

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

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

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

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

Obligations of the Court or Governing Authority

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

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

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

Indemnity, Insurance, and Bonding Obligations of Contractor

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

Representations and Warranties of Contractor

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

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

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

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

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

Christopher L. Edwards

*Note: per staff
attorney review, identified
contract to 12st contract
Loh RSC*

Chairman of the Fayette County Commission

[Signature]

Director or Designee of Judicial Correction Services, LLC

[Signature]

Exhibit A
Schedule of Fees

List of fees and the amount to be collected:

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

State of Georgia
County of Fayette

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

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

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

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

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

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

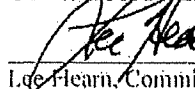
RENEWAL OF THE PERIOD OF SERVICE

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

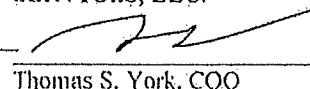
The Agreement shall be renewed for a period of one year beginning January 1, 2025 and terminating December 31, 2025.

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

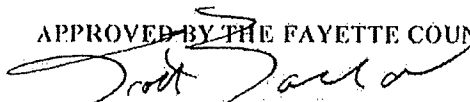
FAYETTE COUNTY BOARD OF
COMMISSIONERS


Lee Hearn, Commission Chairman

JUDICIAL CORRECTION
SERVICES, LLC.


Thomas S. York, COO

APPROVED BY THE FAYETTE COUNTY SUPERIOR COURT:


W. Fletcher Sams, Chief Judge
Scott C. Ballard

State of Georgia
County of Fayette

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

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

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

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

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

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

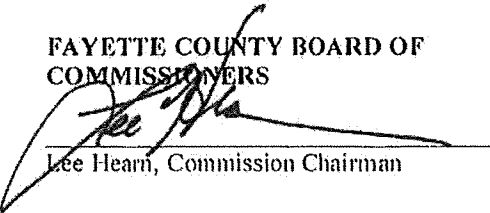
RENEWAL OF THE PERIOD OF SERVICE

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

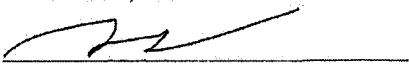
The Agreement shall be renewed for a period of one year beginning January 1, 2026 and terminating December 31, 2026.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this 13th
day of November, 20 25.

**FAYETTE COUNTY BOARD OF
COMMISSIONERS**


Lee Hearn, Commission Chairman

**JUDICIAL CORRECTION
SERVICES, LLC.**


Thomas S. York, COO

APPROVED BY THE FAYETTE COUNTY SUPERIOR COURT:


Scott L. Ballard, Chief Judge

**State of Georgia
County of Fayette**

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

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

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

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

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

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

RENEWAL OF THE PERIOD OF SERVICE

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

The Agreement shall be renewed for a period of one year beginning January 1, 2027 and terminating December 31, 2027.

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

**FAYETTE COUNTY BOARD OF
COMMISSIONERS**

**JUDICIAL CORRECTION
SERVICES, LLC.**

Lee Hearn, Commission Chairman

Thomas S. York, COO

APPROVED BY THE FAYETTE COUNTY SUPERIOR COURT:

Scott L. Ballard, Chief Judge

COUNTY AGENDA REQUEST

Page 32 of 150

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of the third amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services for Magistrate Court beginning January 1, 2027, and terminating December 31, 2027.

Background/History/Details:

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

The proposed Amendments simply extend the periods of service of the Agreements, beginning January 1, 2027, and terminating December 31, 2027, with an option to renew for five (5) additional one-year terms. Supervision fees will remain at their current levels for 2027.

What action are you seeking from the Board of Commissioners?

Approval of the third amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services for Magistrate Court beginning January 1, 2027, and terminating December 31, 2027.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

**State of Georgia
County of Fayette**

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

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

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

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

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

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

RENEWAL OF THE PERIOD OF SERVICE

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

The Agreement shall be renewed for a period of one year beginning January 1, 2027 and terminating December 31, 2027.

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

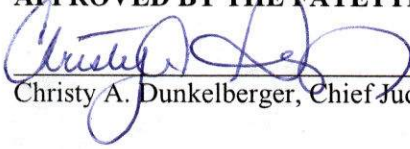
**FAYETTE COUNTY BOARD OF
COMMISSIONERS**

**JUDICIAL CORRECTION
SERVICES, LLC.**

Lee Hearn, Commission Chairman

Thomas S. York, COO

APPROVED BY THE FAYETTE COUNTY MAGISTRATE COURT:


Christy A. Dunkelberger, Chief Judge

*for MAGISTRATE Court
not binding on County but
for consideration by the
Fayette County Board of Commissioners
if contract should be entered between
the County and Contractor.*

Judicial Correction Services, LLC
Probation Services Agreement

Fayette County, Georgia

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

Witnesseth:

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

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

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

Scope of Services and Responsibilities of Contractor

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

A. Responsibilities of Probation Services Contractor

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

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

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

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

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

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

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

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

Obligations of the Court or Governing Authority

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

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

NA
NA
Magistrate
Court

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

Indemnity, Insurance, and Bonding Obligations of Contractor

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

Representations and Warranties of Contractor

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

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

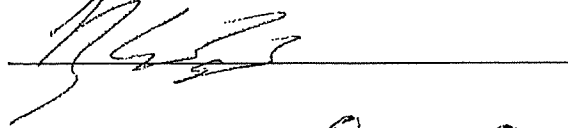
- T. Time is of the Essence of this Agreement.
- U. Compliance with the Law. The Contractor shall comply with all federal, state, and local laws statutes, regulations, and ordinances arising out of or in connection with the performance of its services pursuant to this Agreement.
- V. Independent Contractor.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

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

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

Consent of the Hon. Judge Robert Ruppenthal for consideration by the Fayette County Board of Commissioners IF a contract should be entered between the County and Contractor

Chairman of the Fayette County Commission



Director or Designee of Judicial Correction Services, LLC

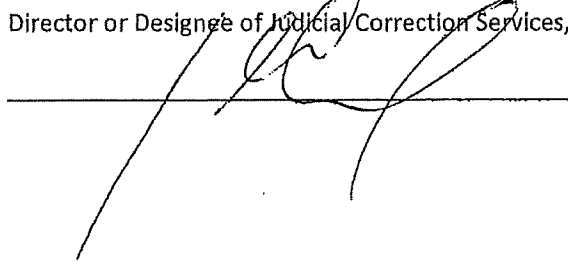


Exhibit A
Schedule of Fees

List of fees and the amount to be collected:

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

State of Georgia
County of Fayette

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

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

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

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

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

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

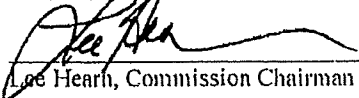
RENEWAL OF THE PERIOD OF SERVICE

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

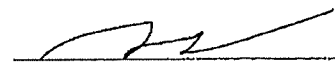
The Agreement shall be renewed for a period of one year beginning January 1, 2025 and terminating December 31, 2025.

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

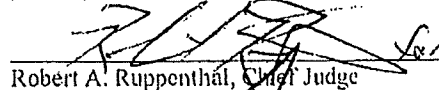
FAYETTE COUNTY BOARD OF
COMMISSIONERS


Lee Hearn, Commission Chairman

JUDICIAL CORRECTION
SERVICES, LLC.


Thomas S. York, COO

APPROVED BY THE FAYETTE COUNTY MAGISTRATE COURT:


Robert A. Ruppenthal, Chief Judge

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

State of Georgia
County of Fayette

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

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

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

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

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

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

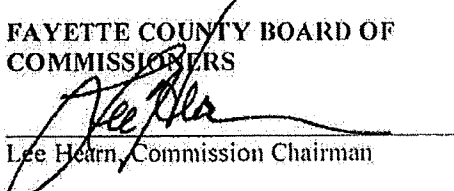
RENEWAL OF THE PERIOD OF SERVICE

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

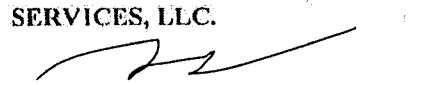
The Agreement shall be renewed for a period of one year beginning January 1, 2026 and terminating December 31, 2026.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this 23rd
day of October, 2025.

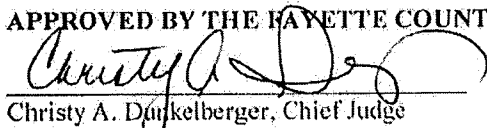
**FAYETTE COUNTY BOARD OF
COMMISSIONERS**


Lee Hearn, Commission Chairman

**JUDICIAL CORRECTION
SERVICES, LLC.**


Thomas S. York, COO

APPROVED BY THE FAYETTE COUNTY MAGISTRATE COURT:


Christy A. Dunkelberger, Chief Judge

COUNTY AGENDA REQUEST

Page 46 of 150

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval to award Contract #2228-S, final renewal (titled Fifth Amendment) to Judicial Correction Services, LLC for State Court for the calendar year beginning January 1, 2027 and ending December 31, 2027.

Background/History/Details:

Judicial Correction Services, LLC (JCS) provides probation services to the Fayette County State Court. Services include probation supervision, driving class, restorative justice, anger management, and other services to probationers.

Probate Supervision Fees are increasing to from \$40 / month to \$45 / month to match the Superior Court Fees.

This request is for award of the last available 12-month renewal of the contract, which began in Calendar Year 2018.

What action are you seeking from the Board of Commissioners?

Award of Contract #2228-S, final renewal (titled Fifth Amendment) to Judicial Correction Services, LLC for State Court for the calendar year beginning January 1, 2027, and ending December 31, 2027.

If this item requires funding, please describe:

This is an offender-funded program.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



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

To: Steve Rapson

From: Ted L. Burgess 

Date: October 22, 2026

Subject: Contract #2228-S: State Court Probation Services

Effective for Calendar Year 2018, the county entered into an agreement with Judicial Correction Services, LLC (JCS) to provide misdemeanor probation services for the State Court. The agreement contains provisions for a total of ten 12-month terms (original term plus nine renewals), as stated in Section P:

“This Contract may be automatically renewed on an annual basis for four (4) additional 12 month terms, for a total lifetime Contract term of five (5) years, upon the same terms and conditions as provided for in this Contract, unless previously terminated. This Contract will terminate on December 31, 2022. The County shall have the option to renew the contract for five (5) additional one-year intervals provided that the service is satisfactory, both parties are willing to renew, and the renewal is approved with the written consent of the County.” (Attachment 1)

This request is for the last available renewal. It will be for the service period 1/1/2027 through 12/31/2027 (Attachment 2). In addition to the 12-month renewal period, JCS has requested that the fee paid by probationers for regular probation supervision be increased from \$40.00 to \$45.00 which will equal probation supervision fees for the Superior Court and Magistrate Court.

A Contractor Performance Evaluation for the work done to date is attached (Attachment 3).

Specifics of the proposed contract are as follows:

Contract Name	#2228-S: State Court Probation Services
Contractor	Judicial Correction Services, LLC
Not-to-Exceed	NA: Offender-funded program
Available Budget	NA: Offender-funded program

Judicial Correction Services, LLC
Probation Services Agreement

Fayette County, Georgia

This Agreement is made by and between Judicial Correction Services, LLC organized under the laws of the State of Georgia, with its principal business at 195 Bradford Square, Fayetteville, Georgia, 30215 hereinafter called "Contractor" and Fayette County, Georgia hereinafter called "County", upon the request and consent of the Chief Judge of State Court of Fayette County, Georgia herein after called "Court". This agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of O.C.G.A. § 42-8-101.

Witnesseth:

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

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

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

Scope of Services and Responsibilities of Contractor

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

A. Responsibilities of Probation Services Contractor

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

- Supervision and upon transfer of supervision to the State, to the Georgia Department of Corrections or the Department of Community Supervision.
- c. Financial Records. Contractor shall maintain financial records according to generally accepted accounting practices.
 - d. Officer Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload of a probation officer. In accordance with O.C.G.A. 42-8-107, any such person shall be at least 21 years of age at the time of appointment to the position of private probation officer or probation officer and shall have completed a standard four-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements. Every private probation officer shall receive an initial 40 hours of training and orientation upon employment and shall receive 20 hours of continuing education per annum as approved by the Department of Community Supervision Board of Directors, hereinafter referred as the Board, provided that the 40 hour initial orientation shall not be required of any person who has successfully completed a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six months as of July 1, 1996, or any person employed as a probation officer by a county, municipal, or consolidated government as of March 1, 2006. In no event shall any person convicted of a felony be employed as a probation officer or private probation officer.
 - e. Intake, Administrative, and Intern Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer assistance to a private probation officer or the Contractor. Any such person shall be at least 18 years of age at the time of appointment to the position of intake officer, administrative staff, or intern and shall have completed a standard high school diploma or its equivalent.
 - f. Criminal History Check. Contractor shall have a criminal history records check made of all staff and give written consent to the Department of Community Supervision to conduct periodic criminal history checks.
 - g. Officer per Probationer Ratio and Standards of Supervision. Contractor shall manage caseload limits so as not to exceed 250 probationers per probation officer for basic supervision and 200 probationers per probation officer for intensive supervision. There are no caseload size limitations regarding pay-only cases. Probation Officers shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases.
 - h. Location Place of Business. Contractor shall maintain an office in Fayette County, Georgia for meeting with and the provision of services to probationers.

- B. Reports. Contractor shall provide a quarterly report to the State Court Judge, the County, and the Board. This report shall contain the number of probationers under supervision; the amount of restitution, fines, and statutory surcharges collected; the amount and nature of all fees collected (including but not limited to fees collected for supervision, rehabilitation and program classes, electronic monitoring, drug or alcohol detection devices, and drug testing); the number of community service hours performed by probationers under supervision; a listing of all other services for which a probationer was required to pay to attend; the number of probationers for whom supervision or rehabilitation has been terminated; the reason for any termination of supervision or rehabilitation; and the number of warrants issued during the quarter, in such detail as requested.
- C. Tender of Collections. Contractor shall tender to the Clerk of the Court of Fayette County, Georgia, hereinafter referred as the Clerk, a report of collections and all fines, fees, and costs collected during the month from probationers by the 9th day of the following month. Restitution shall be paid to the victim by the 10th day of the month following collection, unless the Court orders payment to the Clerk, and then it shall be paid as such other collections are paid to the Clerk. In the event the Contractor cannot locate the victim, payment shall be made to the Clerk. Contractor shall credit payments of funds in the following order of priority: 1) restitution, 2) fines, 3) courts costs and statutory surcharges, 4) probation fees, class and rehabilitation fees, drug and alcohol testing fees, and all other probation services rendered to the probationer. Contractor shall not retain or profit from any restitution, fines, court costs, or statutory surcharges collected from probationers except the probation fees authorized by this Agreement as set forth in the Schedule of Fees attached hereto as "Exhibit A".
- D. Access to Contractor Records.
 - a. All records shall be open to inspection upon the request of the County, Court, the Department of Audits and Accounts, an auditor appointed by the County Commission, the Department of Corrections, the Department of Community Supervision, the State Board of Pardons and Paroles, or the Board's Fiscal Auditor. Contractor may be requested by the County or the Court to audit its records and books pertaining to the services rendered to the Court. A written copy of this audit shall be provided to the Court and the County within 3 months of the close of the audit.
- E. Conflicts of Interest per O.C.G.A. 42-8-109
 - a. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under contracts authorized in this article.
 - b. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.

- c. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.
- F. Scope of Services to Probationers by Contractor. Contractor shall provide the following services:
 - a. Court Attendance and Probationer Case History. During all court sessions, Contractor shall make available an intake officer or probation officer to interview each probationer to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the intake or probation officer shall provide a list of all service fees to the probationer.
 - b. Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.
 - c. Restitution, Fine, Statutory Surcharges, and Fee Collection. Contractor shall collect restitution, fines, statutory surcharges, probation supervision fees, class and rehabilitation fees, drug and alcohol testing fees as ordered by the Court. Contractor shall provide an itemized bill for each of the above listed collections, prepared in accordance with accepted accounting practices, each month.
 - i. Indigent Probationers. Offenders determined by the Court to be indigent in accordance with O.C.G.A. § 42-8-102 shall be supervised at no cost to the probationer, the Court, or the County.
 - ii. Contractual Split of Payments. Each payment received from the probationer, if paid in accordance with the monthly schedule set forth by the probation officer on the initial first appointment, shall be applied according to the restitution, fines, statutory surcharges, court costs, class and rehabilitation fees, and drug and alcohol testing fees as ordered by the Court.
 - iii. Pay Only Probation. Offenders who are placed on probation sentences as outlined in O. C.G.A. 42-8-103 shall pay only three (3) months of probation fees regardless of the number of concurrent or consecutive cases. Fees and cases shall be terminated when paid in full unless the Court so modifies the sentence.
 - iv. Consecutive cases. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. 42-8-103.1.
 - 1. In the event a probationer makes a payment that is less than the amount specified by the probation officer during the initial appointment with that probationer, the amount collected will be distributed proportionately between the Court and the Contractor. The Court will receive 70% of that collected fee for restitution, fines, statutory surcharges. The Contractor will receive 30% of

- that collected fee for probation supervision, class and rehabilitation fees, drug and alcohol screens. This split shall not apply to fees due for intensive drug and alcohol testing (described in subsection F(c)(iv)(2) hereof), pay-only cases (described in subsection F(c)(iii) hereof), and class and rehabilitation fees (described in subsection F(c)(iv)(3) hereof).
2. Payment for Intensive Drug and Alcohol Testing. If a probationer is ordered by the Court to undergo intensive drug and alcohol testing, the probationer will be required to pay for the drug and alcohol testing as set in the schedule of fees, attached hereto as Exhibit A, at the time the tests are rendered. This payment shall be a one payment not subject to the contractual split of payments set out in F(c)(iv)(1) above. The Contractor shall make every effort to keep the probationer in compliance with normal monthly payments towards restitution, fine, and statutory surcharges.
 3. Payment for Class and Rehabilitative Fees. If a probationer is ordered by the Court to attend class and rehabilitative courses he/she is required to pay for the cost of the courses, as set by the schedule of fees (Exhibit A attached hereto), at the time that he/she attends the course. This payment shall be a onetime payment not subject to the contractual split of payments set out in F(c)(iv)(1) above. The Contractor shall make every effort to keep the probationer in compliance with normal monthly payments towards restitution, fine, and statutory surcharges.
 4. In no instance or under any circumstances will any court monies be moved or transferred from the Court's account to supervision fees without express permission and a corresponding order from the Court.
 5. In no instance will any probation fees or drug and alcohol testing fees be collected by the Contractor performance of the of the supervision services or drug and alcohol testing.
- d. Community Service. Contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of O.C.G.A. 17-10-1. Contractor will maintain records of service participation.
- i. Rate of Conversion. The current rate of community service conversion for fines, statutory surcharges, and probation supervision fees is \$10.00 per hour. The Court may amend this provision with an order from the Court. The minimum rate shall be Federal minimum wage or \$10.00 per hour, whichever is higher after this Agreement is signed.
 - ii. Location of Community Service. For probationers assigned to community service for court ordered hours, for conversion of fines, for statutory surcharges, and/or supervision fees, the probation officer will instruct the probationer to complete said hours in Fayette County, Georgia. If a

probationer is unable to comply, then the probation officer will require twenty (20) hours of community service to be done in Fayette County, Georgia and then may transfer the remaining hours to a community service organization local to the probationer, if approved by the probation supervising officer. In the event a probationer cannot travel to Fayette County, Georgia for community service obligations, then the probation supervising officer may request the Court allow a full transfer of community service obligations. The Court, in its discretion, may assent or refuse such requests.

- e. Employment Assistance. Contractor shall prepare referrals and lend reasonable assistance to probationers to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.
- f. Drug and Alcohol Testing. Contractor shall not use drug and alcohol screening devices. Contractor shall use drug and alcohol tests. Contractor shall conduct drug and alcohol testing as determined necessary by the Court. The probationer shall be responsible for the costs of all drug and alcohol testing.
 - i. Intensive Drug and Alcohol Testing. For intensive testing as set by the Court, the probationer shall pay for drug and alcohol testing weekly as set by the schedule of fees.
- g. Substance Abuse and Mental Health Evaluations and Rehabilitative Services. Contractor shall coordinate with local authorities and facilities for the evaluation and assessment of probationers for drug and alcohol rehabilitation services, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance.
- h. Electronic Monitoring. Contractor, when so ordered by the Court, shall provide to the probationer a list of third party electronic monitoring or house arrest providers for the monitoring of said probationers.
- i. Reports of Violations of Probation and Revocation Procedures. Contractor shall recommend revocation of probation whenever the probationers have failed substantially to comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants, orders, and revocation hearings for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings, and other such hearings as deemed reasonable and necessary by the Court. Minor violations of probation, although not cause for revocation, shall be included in regular reports made to the Court if requested under this Agreement. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.
 - i. The supervising probation officer will instruct the probationer how to comply with the Court's ruling in reference to sentencing or revocation of probation.
- j. Pre-sentence Investigations. When directed by the Court, Contractor shall conduct pre-sentence investigations for the Court as requested. A written report shall be prepared and delivered to the Court. A pre-sentence investigation shall include: 1) a report on the circumstances of the offense, 2) a social and family background

- examination, 3) a criminal history check through the Georgia Crime Information Center and the National Crime Information Center, and 4) a report of current circumstances and conditions of the defendant. The cost for pre-sentence investigations will be \$100 per report to be paid by the Court to the Contractor.
- k. The Contractor may recommend as set forth in O.C.G.A. 42-8-103.1. (a) & (b) to the Court early termination or non-reporting probation. A probationer will not be assessed probation supervision fees if such a request is granted by the Court.
 - l. The Contractor will set aside one dollar (\$1) per case per month supervised of its supervision fees into an Indigent Mental Health Fund. These set-aside funds may be used for indigent probationers requiring mental health and/or substance abuse evaluation and/or treatment as determined by the Court and through a provider agreed on by the Court and the Contractor. The set aside funds shall be capped at forty thousand dollars. Should the account fall below said cap the set aside shall commence until such cap is attained. Funds will accrue monthly and any unused funds in any given month will carry forward for the annual fiscal year.
 - i. The monies set aside from the fees collected from probationers will be deposited no later than the 9th day of every month. These fees shall be deposited into a separate bank account owned by the Contractor.
 - ii. At the Court's discretion, the Court will submit written check requests, in a format mutually acceptable to both parties and signed by the Court, to the Contractor for processing and payment. Both the Court and the Contractor agree that no verbal or unsigned written requests will be processed.
 - iii. The Contractor will reconcile the account and update the Court on the balance as necessary. The Contractor cannot withdraw any funds from this account other than those approved in writing by the Court. Bank fees assessed to the account, including check printing, will be borne by the fund.
 - m. When the Court sentences a probationer to the "Jail Tour" as a special condition of probation, the Contractor will collect a \$65 onetime fee from the probationer. This money will be a set-aside fund that the Contractor will manage. These set-aside funds may be only used for purchasing supplies, providing updates to the curriculum, and paying any Fayette County employee who supervises the class known as "Jail Tour" at a rate to be determined by the Fayette County Jail. Funds will accrue monthly and any unused funds in any given month will carry forward for the annual fiscal year.

The monies set aside from the fees collected from probationers will be deposited no later than the 9th day of every month. "Jail Tour" fees shall be deposited into a separate bank account owned by the Contractor.

At the Court's and/or Fayette County Jail's discretion, the Court or Fayette County Jail will submit written check requests, in a format mutually acceptable to both parties and signed by the Court or Jail to the Contractor for processing and payment. Both the Court and the Contractor agree that no verbal or unsigned written requests will be processed.

The Contractor will reconcile the account and update the Court on the balance as necessary. The Contractor cannot withdraw any funds from this account other than those approved in writing by the Court. Bank fees assessed to the account, including check printing, will be borne by the fund.

- G. In accordance with O.C.G.A. §15-18-80, the solicitor is authorized to create and administer a Pretrial Intervention and Diversion Program for offenses within the jurisdiction of the Court. The purpose of such program is to provide an alternative to prosecuting offenders in the criminal justice system. Upon the request of the office of the solicitor and with the advice and express written consent of the solicitor, which is now given, the County designates JCS as the sole private entity to be used for the purpose of monitoring program participants' compliance with a Pretrial Intervention and Diversion Program. Fees for monitoring services are payable not by the County, but by sentenced offenders. Entry into the Pretrial Intervention and Diversion Program shall be at the discretion of the solicitor.

Obligations of the Court or Governing Authority

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

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

provide the Contractor a general court calendar or notice of changes in the schedule of court sessions by 5 PM of the previous day.

- O. Court Facilities. The Court and the Clerk shall provide to the Contractor an area, as available, for the purpose of conducting initial interviews and orientation with the probationer on the day of sentencing.
- P. Period of Service. The services to be performed under this Contract shall commence on January 1, 2018. The initial term of this Contract shall be through December 31, 2018. This Contract shall terminate absolutely and without further obligation on the part of the County on December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract. This Contract may be automatically renewed on an annual basis for four (4) additional twelve-month terms, for a total lifetime Contract term of five (5) years, upon the same terms and conditions as provided for in this Contract, unless previously terminated. This Contract will terminate on December 31, 2022. The County shall have the option to renew the contract for five (5) additional one-year intervals provided that the service is satisfactory, both parties are willing to renew, and the renewal is approved with the written consent of the County. Either party may terminate this Agreement upon thirty (30) days written notice. The Court or the County may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of voluntary or involuntary case in bankruptcy. Within sixty (60) working days of termination, Contractor shall peacefully surrender to the Court all records and documents generated by the Contractor in connection with this Agreement and the services thereunder and any equipment or supplies assigned to the Contractor by the Court. Contractor shall turn over to the Clerk any monies collected or received, less supervision fees, validly incurred and duly owing to the Contractor through the termination date. Any restitution, fines, statutory surcharges, or court costs received by the Contractors from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk, other than fees earned by the Contractor. The Court shall provide the Contractor receipt for all property surrendered under this provision.

Indemnity, Insurance, and Bonding Obligations of Contractor

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

in connection with the services performed by the Contractor or its employees and agents under the terms of this Agreement.

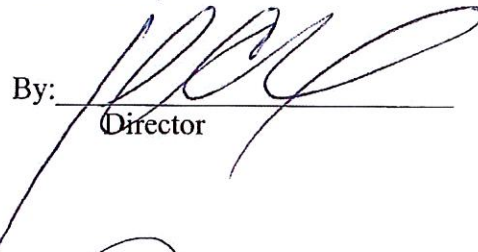
Representations and Warranties of Contractor

- T. **Deficiency in Service by Contractor.** In the event that the Court and County determine that there are deficiencies in the services provided by the Contractor hereunder, the Court and the County may terminate this Agreement in accordance with item P or notify the Contractor in writing as to the exact nature of such deficiency. Within sixty (60) days of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the Court and County satisfaction, then either may declare the Contractor in default and may terminate this Agreement.
- U. **Time is of the Essence of this Agreement.**
- V. **Compliance with the Law.** The Contractor shall comply with all federal, state, and local laws statutes, regulations, and ordinances arising out of or in connection with the performance of its services pursuant to this Agreement.
- W. **Independent Contractor.** Contractor is an independent contractor and is not an agent, joint venture, or other affiliate of the Court or County in any way. Contractor shall use its own employees and agents to perform this Agreement. It is agreed that the Contractor is solely responsible for all payment of federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation thereof. The Contractor agrees to indemnify and hold harmless the Court and the County from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or the County.
- X. **Entire Agreement.** This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the Court, the County, and the Contractor.
- Y. **Binding Agreement.** This Contract shall be binding on any successor to the undersigned official of the County or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.
- Z. **Subcontractors.** Aside from the drug and alcohol testing and electronic monitoring mentioned above, the Contractor may not delegate, assign, or subcontract any obligation, of the Contractor's performance under the Agreement and may not assign any right under this Agreement without the Court's approval. The Court has discretion in this regard and this discretion shall be absolute. Any notices made in accordance with this Agreement

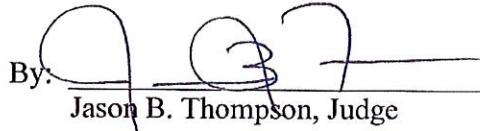
except as otherwise set out in item N, shall be in writing and shall be made in person, by registered mail, or certified mail, return receipt requested, to the Contractors.

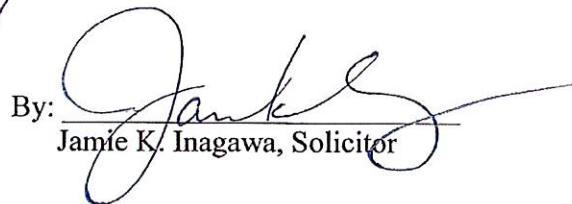
In witness whereof, the parties hereto have executed this agreement on the 13th day of December, 20 18.

JUDICIAL CORRECTION
SERVICES, LLC.

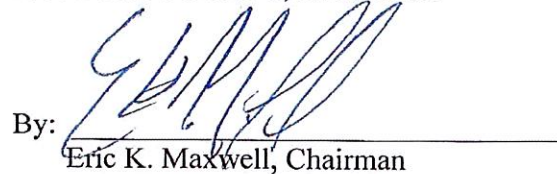
By: 
Director

STATE COURT
FAYETTE COUNTY, GEORGIA

By: 
Jason B. Thompson, Judge

By: 
Jamie K. Inagawa, Solicitor

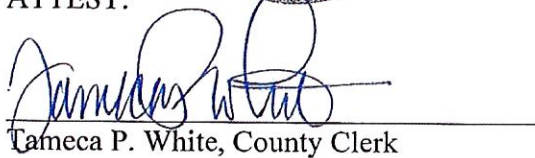
BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

By: 
Eric K. Maxwell, Chairman

(SEAL)



ATTEST:


Tameca P. White, County Clerk

Approved as to form:

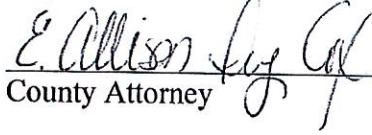

County Attorney

Exhibit A
Schedule of Fees

List of fees and the amount to be collected:

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

**State of Georgia
County of Fayette**

**AMENDMENT TO THE CONTRACT FOR PROBATION
SUPERVISION AND REHABILITATION SERVICES
BY AND BETWEEN FAYETTE COUNTY, GEORGIA
AND JUDICIAL CORRECTION SERVICES, LLC. (JCS)**

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

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

WHEREAS, the contract between Fayette County and JCS contemplate annual renewals as outlined below:

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

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

RENEWAL OF THE PERIOD OF SERVICE

This amendment shall serve as a renewal of the period of service contemplated by the original Contract as follows:

The contract shall be renewed for a period of one year beginning January 1, 2023 and terminating December 31, 2023.

MODIFICATION OF THE INDIGENT MENTAL HEALTH FUND

This amendment shall serve as a modification of the Indigent Mental Health Fund contractual provision:

Contractor shall set aside (\$1.25) per case per month of its supervision fees into an Indigent Mental Health Fund.

The set aside funds shall be capped at fifty thousand dollars.

MODIFICATION OF SCHEDULE OF FEES

This amendment shall serve as a modification of Schedule of Fees contemplated by the original contract as follows:

- Probation Supervision Fee: \$40.00 per month
- ETG Alcohol Test: \$35.00 per test

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this
17th day of February, 2023.

**FAYETTE COUNTY BOARD OF
COMMISSIONERS**



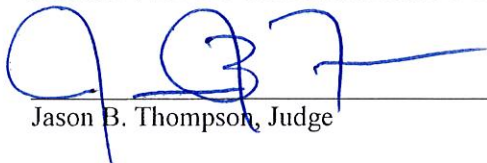
Lee Hearn, Commission Chairman

**JUDICIAL CORRECTION
SERVICES, LLC.**



Thomas S. York, COO

APPROVED BY THE FAYETTE COUNTY STATE COURT:



Jason B. Thompson, Judge

ATTACHMENT 2

**State of Georgia
County of Fayette**

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

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

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

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

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

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

RENEWAL OF THE PERIOD OF SERVICE

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

The Agreement shall be renewed for a period of one year beginning January 1, 2027 and terminating December 31, 2027.

MODIFICATION OF SCHEDULE OF FEES

This Fifth Amendment shall also serve as a modification of the Schedule of Fees as outlined in Exhibit A of the original Agreement as follows:

- Probation Supervision Fee: \$45.00 per month, effective January 1, 2027.

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

**FAYETTE COUNTY BOARD OF
COMMISSIONERS**

**JUDICIAL CORRECTION
SERVICES, LLC.**

Lee Hearn, Commission Chairman

Thomas S. York, COO

APPROVED BY THE FAYETTE COUNTY STATE COURT:

Jason B. Thompson, Chief Judge

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

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

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Judicial Correction Services, LLC	Contract Number: 2228-S
Mailing Address: 195 Bradford Square	Contract Description or Title: State Court Probation Services
City, St, Zip Code: Fayetteville, GA 30215	Contract Term (Dates) From: 1/1/2018 To: 12/31/2026 (Including renewals to date)
Phone Number: 678-218-4100	Task Order Number: NA
Cell Number:	Other Reference: Keith Ward, CEO; Thomas S. York, COO
E-Mail Address: kward@ppsinfo.net , tyork@ppsinfo.net	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

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

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			/		
2. Condition of delivered products				/	
3. Quality of work				/	
4. Adherence to specifications or scope of work				/	
5. Timely, appropriate, & satisfactory problem or complaint resolution			/		
6. Timeliness and accuracy of invoicing					/
7. Working relationship / interfacing with county staff and citizens		/			
8. Service Call (On-Call) response time			/		
9. Adherence to contract budget and schedule					/
10. Other (specify):					
11. Overall evaluation of contractor performance			/		

EVALUATED BY

Signature: 	Date of Evaluation: 10/06/2026
Print Name: Jason B. Thompson	Department/Division: State Court
Title: State Court Judge	Telephone No: 770-716-4270

CONTRACTOR PERFORMANCE EVALUATION

Explanation of Outstanding or Unsatisfactory Ratings

Page 2

Company Name: **Judicial Correction Services, LLC**Contract Number: **2228-S****EXPLANATIONS / COMMENTS**

1. Do not submit page 2 without page 1.
2. Use this page to explain evaluations of *Outstanding* or *Unsatisfactory*.
3. Be specific (include paragraph and page numbers referenced in the applicable contract, etc.). Continue on separate sheet if needed (show company name and contract number or other reference)

The probation staff are friendly, professional, and clearly working hard to serve the Court and the probationers. I appreciate their efforts and believe they are doing their best under challenging circumstances. However, there are several recurring issues that are impacting the efficiency of State Court. At times, probationers' phone calls are not returned promptly, and it can be difficult for the probationer to reach a member of the probation staff when information or assistance is needed. Additionally, petitions are not filed sufficiently in advance of court or served on probationers prior to their court appearance, which can result in unnecessary delays. Currently, only Lauren and Cat are able to conduct revocation hearings, which creates additional delays when those matters are called and one of them is unavailable.

I believe a significant contributing factor is understaffing, rather than a lack of effort by the existing staff. Nevertheless, these issues are creating delays in the Court's ability to efficiently address cases and over time can erode confidence and trust in the legal process. Additional staffing, improved communication, and ensuring that petitions and hearings are prepared sufficiently in advance would go a long way toward improving the overall performance and relationship between the probation provider and the Court.

Purchasing Department Comments (e.g. did the vendor honor all offers; submit insurance, bonds & other documents in a timely manner; and provide additional information as requested?):

COUNTY AGENDA REQUEST

Page 67 of 150

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of a Fire & Emergency Service Agreement with Fayette County Board of Education for fire apparatus to use the School System's diesel and gasoline fueling center on Goza Road.

Background/History/Details:

The prior 2019 agreement only listed certain fire apparatus from Fire Station No. 5 to allow diesel fueling at the Goza Road fueling center. This amendment adds additional apparatus and adds gasoline to the products available to be used.

What action are you seeking from the Board of Commissioners?

Approval of a Fire & Emergency Service Agreement with Fayette County Board of Education for fire apparatus to use the School System's diesel and gasoline fueling center on Goza Road.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

STATE OF GEORGIA

COUNTY OF FAYETTE

AGREEMENT FOR USE OF FUEL SITE

THIS AGREEMENT is made and entered into the _____ day of _____, 20____, by and between **FAYETTE COUNTY**, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners, hereinafter referred to as the "County," and the **FAYETTE COUNTY SCHOOL DISTRICT**, a political subdivision of the State of Georgia acting by and through its Board of Education, hereinafter referred to as "the School District," for the purpose of providing access to a fueling site, hereinafter referred to as the "Fuel Agreement."

WITNESSETH:

WHEREAS, the Board of Commissioners is the duly organized governing authority for the County; and

WHEREAS, the Board of Education is the duly organized governing authority for the School District; and

WHEREAS, the County and the School District desire to enter into an agreement for the purpose of enabling certain public safety motor vehicles from the County to be fueled at the Bus Transportation Maintenance Facility located on Goza Road which is owned, maintained and controlled by the School District; and

WHEREAS, the parties hereto are authorized to enter into this Fuel Agreement pursuant to Article IX, Section III, Paragraph I of the Georgia Constitution (the intergovernmental contracts clause).

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, the parties to this Fuel Agreement hereby agree as follows:

1.

The School District maintains a fueling station at its Bus Transportation Maintenance Facility located at 939 Goza Road. The County has Fire Stations located at 1830 Highway 85 South and at 195 Seay Road. The County desires that its public safety motor vehicles stationed at Fire Station No. 5 and Fire Station No. 10, and De minimis others as required, be allowed to take on diesel fuel and gasoline at the aforesaid Bus Transportation Maintenance Facility. The School District will provide any necessary equipment to authorize these specific vehicles to be fueled at the Bus Transportation Maintenance Facility, and the School District will invoice the County for the direct cost of the diesel fuel and gasoline. The County shall remit payment to the School District for the fuel and gasoline within thirty (30) days of the invoice date.

2.

To the fullest extent allowed by law; the County shall indemnify, defend, and hold harmless the School District, its agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, resulting from public safety motor vehicles being fueled at the Bus Transportation Maintenance Facility, provided that any such claim: damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable

to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by an act or omission of the County, or anyone directly or indirectly employed by the County or anyone from whose acts the County may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party to person described in this paragraph. The County shall maintain an insurance policy with general liability coverage of at least \$1,000,000:00 and shall provide a certificate of insurance listing the School District as an additional insured.

3.

The term of this Agreement shall commence _____, 20____ and end _____, 20____. Should either party desire to terminate this Fuel Agreement, the party shall provide written notice of termination to the other party to this Fuel Agreement no later than thirty (30) days prior to the end of the original term or any renewal term. If neither party takes action to terminate this Fuel Agreement, this Fuel Agreement shall automatically renew for a period of one (1) year from the last day of the then current term.

4.

This Fuel Agreement shall constitute the entire agreement between the parties and no modifications shall be binding upon the parties unless evidenced by a subsequent written agreement signed by the parties.

5.

If any paragraph provision, or clause of any part of this Fuel Agreement shall be declared invalid or unconstitutional, or if the provisions of any part of this Fuel Agreement as applied to

any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to effect the portions of this Fuel Agreement not so held to be invalid, Or the application of this Fuel Agreement to other circumstances not so held to be invalid. It is hereby declared as the intent of all parties that this Fuel Agreement could have been executed had such invalid portion not been included herein.

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

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

(SEAL)

ATTEST:

By: _____
LEE HEARN, Chairman

Tameca P. Smith, County Clerk

FAYETTE COUNTY BOARD OF
EDUCATION, FAYETTE COUNTY SCHOOL
DISTRICT

(SEAL)

ATTEST:

By: _____
SCOTT HOLLOWELL, Chairman

COUNTY AGENDA REQUEST

Page 72 of 150

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of the MountBrook Subdivision (S/D) Crosswalk Improvement Pilot Project and to allocate \$30,000 from 17TAJ to a new project account to fund the project.

Background/History/Details:

The MountBrook S/D is located off Redwine Road immediately north of the Starrs Mill School Complex. Several hundred students and parents, most in golf carts, cross the subdivision's entrance over short time periods near the beginning and end of each school day. This is a safety-driven pilot project that will move the cross-walk away from Redwine Road to eliminate the existing conflict between golf carts and cars turning onto or off Redwine Road.

The concept was developed in response to requests from residents within the subdivision. It follows crossing strategies used on recent roundabout projects. The homeowners association (HOA) has reviewed the concept and is supportive.

All work will be completed within the existing right-of-way. Existing sidewalks will be expanded to accommodate golf carts.

What action are you seeking from the Board of Commissioners?

Approval of the MountBrook Subdivision (S/D) Crosswalk Improvement Pilot Project and to allocate \$30,000 from 17TAJ to a new project account to fund the project.

If this item requires funding, please describe:

Up to \$30,000 is required for the project. Staff suggests a new SPLOST project number be created and the project funded from 17TAJ.

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

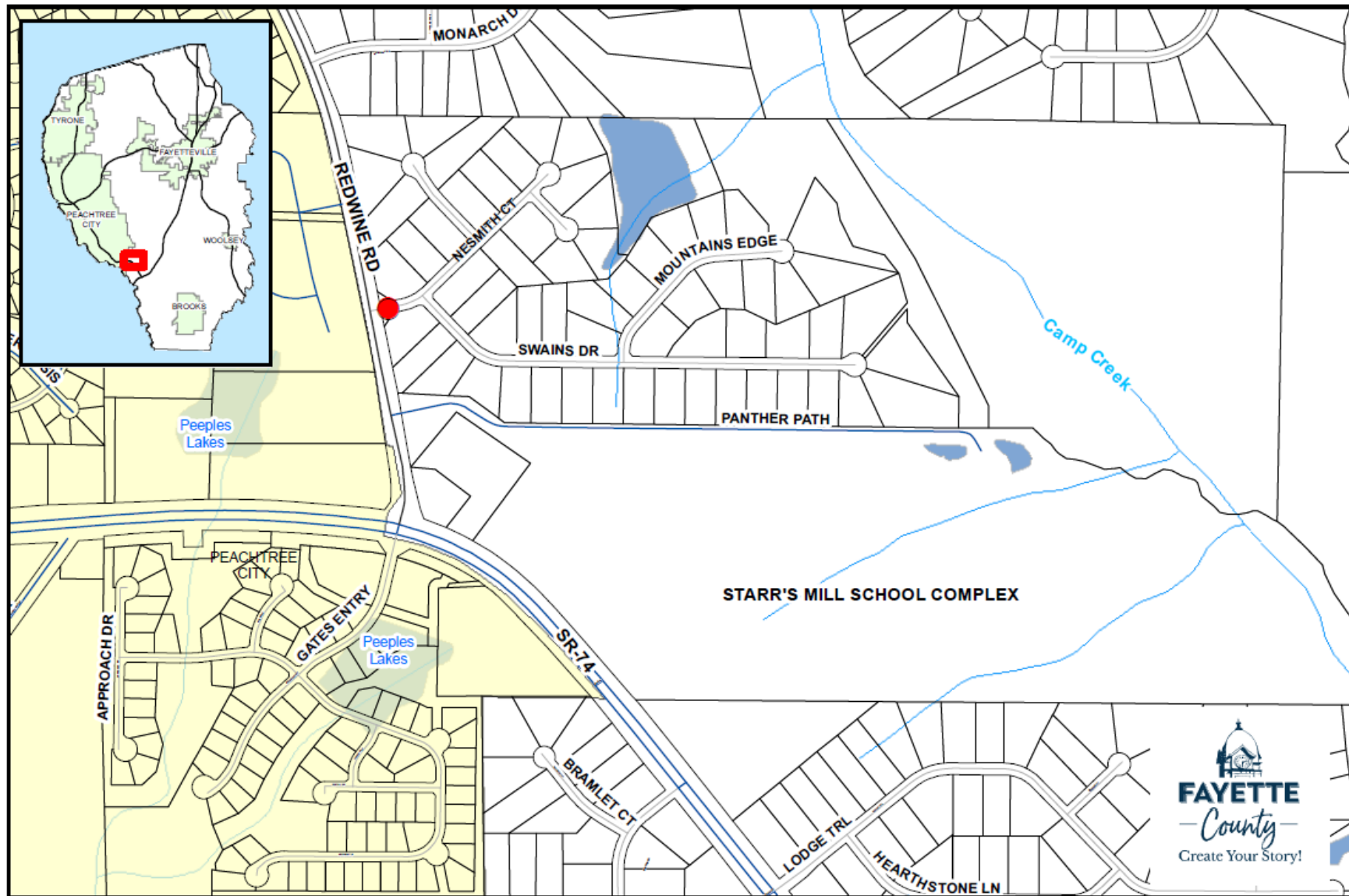
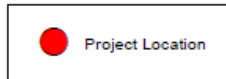
County Clerk's Approval

Administrator's Approval

Staff Notes:

MountBrook S/D Crosswalk Improvement Pilot Project

To: Fayette County Board of Commissioners
By: Phil Mallon / Paola Kimbell, Public Works
Date: October 22, 2026



Redwine Road and Nesmith Court Intersection
Vicinity Map



Existing Conditions – View from Redwine Rd



Existing Conditions – View From Nesmith Ct.



Utility Conflict – Working with GA Power to Resolve



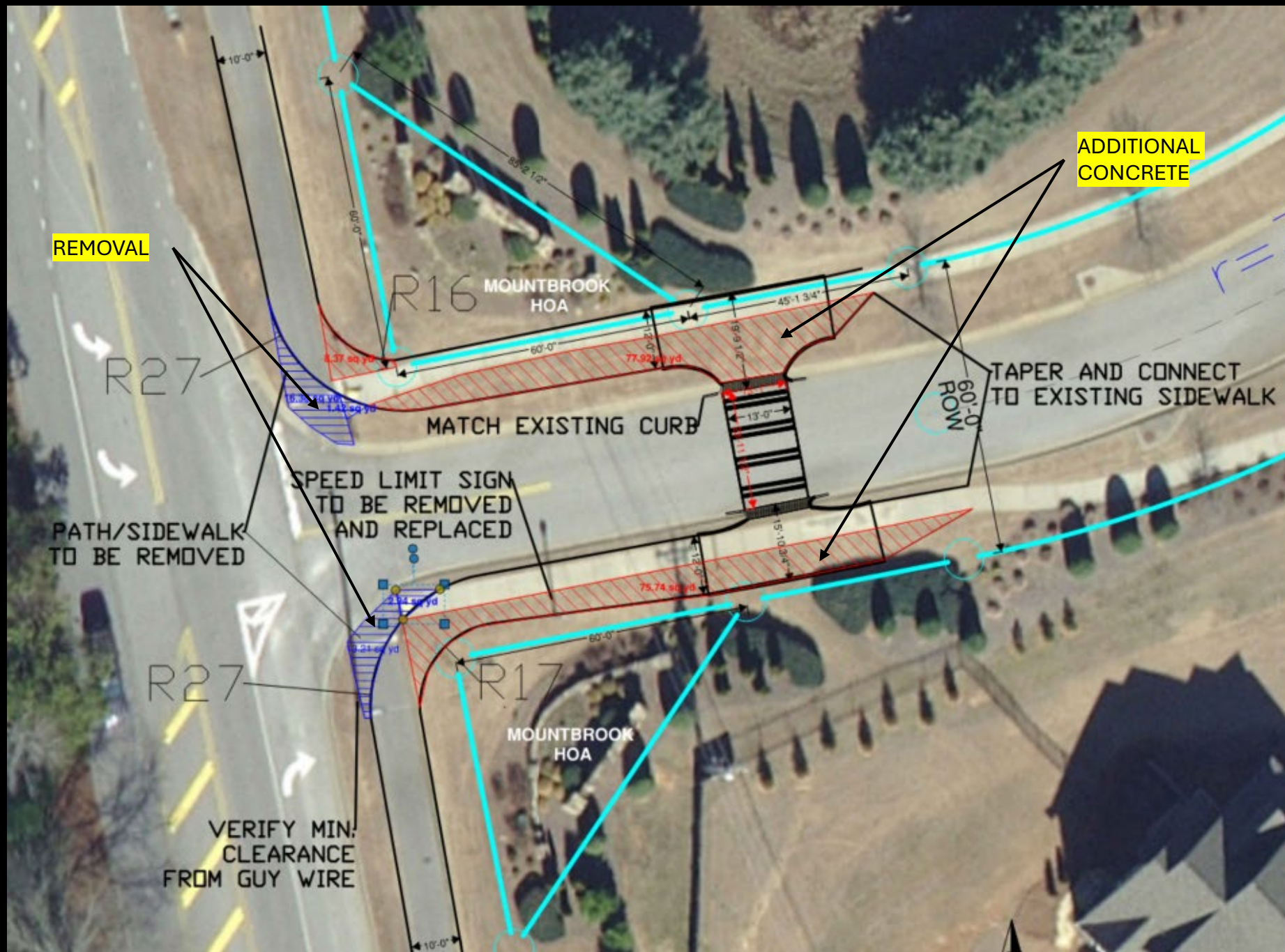


Photograph 2 – Golf Carts Crossing Nesmith Court



Photograph 5 – Redwine Road Facing South at Panther Path During Morning Peak

Source: Traffic Impact and Golf Cart Study for the Proposed Mill Farm Subdivision
By: Marc R. Acampora, PE
Date June 14, 2021



Proposed Path and Crosswalk

BOARD OF COUNTY COMMISSIONERS

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

**FAYETTE COUNTY, GEORGIA**

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

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

SPECIAL CALLED HEARING MINUTES

October 1, 2026
10:00 a.m.

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

OFFICIAL SESSION:

Call to Order: Vice Chairman Edward Gibbons called the October 1, 2026, Special Called Hearing to order at 10:01 a.m. A quorum of the Board was present. Chairman Lee Hearn was absent.

Invocation and Pledge of Allegiance: Vice Chairman Gibbons offered the Invocation and led the audience in the Pledge of Allegiance.

Acceptance of Agenda: Commissioner Charles Oddo moved to approve the agenda. Commissioner Charles Rousseau seconded. The motion passed 4-0. Chairman Hearn was absent.

PUBLIC HEARING:

1. First Public Hearing to discuss the 2026 Property Tax Millage Rate.

Chief Financial Officer Sheryl Weinmann stated that the advertisements for this hearing were posted in the County's legal organ newspaper, Fayette News on September 23 and September 30 for the three hearings. She began with the changes in the 2026 Tax Digest. She stated that the 2025 Digest ended with \$10.5 Billion. Real property increased by 2.59% and personal property increased by approximately \$2 Billion, which was a 277.99% increase. Motor vehicles had a decrease of \$5,688,940, which was typical of the TAVT (Title Ad Valorem Tax). "Others" included heavy-duty equipment and timber, as an example, increased by 3.30%. There was an increase in the exemptions, which was a negative outcome to the digest. This made the growth change to a total of \$2.2 Billion. Reassessments were lower and Exemptions Reassessments increased that resulted in a positive change to the digest of \$2.56 Billion at a 24% increase. Ms. Weinmann stated that was the overall digest and not just the millage rate. She continued that the 278% increase in personal property was rather large and was due to the companies leasing space at the QTS location.

The change in the taxable digest was \$13 million and the variances were all due to personal property. The proposed millage rate was to keep everything the same. Fire Services at 2.82, Emergency Medical Services (EMS) at 1.000, 911 at 0.210 and the County's General Fund Maintenance and Operations at 3.763. Staff proposed no increase and no decrease. Ms. Weinmann continued the presentation with examples of a 2026 Fayette County Tax Bill, showing the proposed rate (3.763) versus a rollback rate (3.667). She stated that the difference between the proposed rate and a rollback rate was \$21.60, not included a floating homestead, which would make the amount less. Fayette County was listed as the thirteenth lowest millage rate of the fifteen local

counties around Fayette County and metro counties similar in size to Fayette County. The presentation included a history of the County's millage rate and gave examples of what a property tax bill, not including floating homestead, would look like for a home valued at \$575,000 in Unincorporated Fayette County, in the Town of Brooks, in Peachtree City, in the City of Fayetteville, and in the Town of Tyrone. These were presented from lowest to highest millage rate amounts. The Board of Education, Peachtree City, Town of Tyrone and Unincorporated Fayette County will keep their millage rate the same, and the Town of Brooks and the City of Fayetteville will rollback the millage rate for 2026. Since 2014, if Unincorporated Fayette County had kept the millage rate the same, the County would have accumulated \$147.4M. This was a savings to the citizens of \$147.4M to the citizens of Fayette County.

This was the first public millage rate hearing. There will be a second public hearing at 6:00 p.m. The third public hearing will take place on October 15, 2026, at 5:00 p.m.

Commissioner Rousseau referenced page 9 of the presentation. He asked if "community development" referred to Planning and Zoning and Building Safety.

Ms. Weinmann stated yes.

Commissioner Eric Maxwell stated that there were three hearings because the County was not doing a rollback.

Ms. Weinmann stated that was correct.

Commissioner Maxwell stated that there was no rollback, however there was an increase on personal property that he had never seen before. He stated that it was a tax increase because there was no rollback. He asked why the County was doing a tax increase if the personal property had a 278% increase.

Ms. Weinmann stated that the 278% increase was in growth and was not calculated as part of the millage rate. She stated that this was the first year that staff were anticipating some of the money from the data center vendors. She stated that the County was anticipating receiving an additional \$7.7 million from personal properties from the data center vendors. That money was being set aside in a different fund for capital projects for 2026, that were discussed during the proposed budget meetings, because the legislation proposed in the last session wanted to take the data center money and either save it or disburse it to all the counties in Georgia. It was unclear what the outcome would be; therefore, it was decided that the County would hold those funds and use them for capital projects because of the uncertainty. She stated that staff did not want to rollback, not knowing what the state would decide to do with the funds.

County Administrator Steve Rapson stated that on the November ballot, the voters will have the opportunity to approve the floating homestead exemption, that would enable the County to do a rollback for homestead properties in Fayette County. He stated that as part of the budget process, was to take the \$7.8 million and allocate it toward capital improvements and take \$2.8 million to put in the fund balance until a decision from the State was made. Mr. Rapson stated that if the floating homestead was approved on the ballot by voters, it would give the County the opportunity to do a rollback for property taxes for homesteads.

Commissioner Maxwell stated that the \$2 Billion in the digest was not taxed at 100%.

Mr. Rapson stated that there were three equations. The real property values were being taxed at 30%. He stated that personal property was put on different fixed year cycles, depending on the depreciation. He stated that the amortization for the data center property exceeded \$1 billion of abatement. A bill was sent to QTS for \$4.1 billion and QTS appealed that value at \$4.3 billion. He stated that it was the \$4.1 billion that was generating the 278% increase. The problem was that the value was lowered each year based on depreciation schedules. Mr. Rapson reiterated that there was a lot of uncertainty about that revenue stream over the next five to ten years. Data Centers and evaluating data centers were very allusive propositions because the data center provided what personal property was there. The County could see what was personal property which the County asked the Legislature to lean in and give the County the ability to do audits. He stated that the County's entire digest, excluding QTS, was roughly \$10 billion and now the County had another \$4 billion of properties, with even more buildings on that property waiting to

be built. He stated that staff was waiting to find out if the Legislature will be eliminating income taxes for the state of Georgia or have homestead exemptions. He stated the School Board also set aside funds, as everyone waits to see how the state of Georgia will handle data centers for all the counties that have data centers.

Commissioner Maxwell stated that he had not heard anyone that he had spoken to say they would take the money from data centers and put it in the General Fund for the state. He stated that Effingham County was doing a PILOT (Payment In Lue of Taxes) program. He stated that he had not heard anything from staff about that program. He stated that the County needed to be prepared if the State decided to take the money from data centers and distribute it throughout Georgia. He stated that if he was a regular tax payer and saw this, he would be furious. He stated that he would imagine there would be a large lawsuit against the state on behalf of the counties. He stated that the County could not spend the money not knowing what the state planned to do with data centers.

Ms. Weinmann stated that the other part was that the personal property was considered growth, therefore, it was not included in the millage rate rollback. The only thing included was the real property reassessments.

Mr. Rapson stated that one of the downfalls was that the County had such a low millage rate that anything seemed like a big increase. He stated that his concern was not that the State Legislature would take the money. His fear was that those without a data center revenue would say, data centers impacted Georgia Power, everyone pays Georgia Power rates, so put the money in a bucket and distribute to everyone. He did not believe any Fayette County delegates would say take the money but that there would be more on the other side of the vote than on the side for keeping the money here. He stated that staff advocated for revenues generated locally to remain locally. If the revenue was to be abated through an abatement or tax relief, it would be the decision of the Board to offer that relief.

Commissioner Maxwell stated that he wanted staff to look into the PILOT payment.

Mr. Rapson stated that staff were talking to the attorney and other jurisdictions regarding the PILOT payments. He stated that when looking at how data centers are managed it seemed that most were using PILOT program geared toward kilowatt usage. A PILOT payment would be consistent and if the County had that consistency, the Board could make a better decision. He stated that it did not eliminate the problem of evaluating personal property. PILOT payments were being discussed.

Commissioner Rousseau stated that if the Legislature made a commitment to collect the revenue generated locally, the County setting "x amount" of dollars aside, could it be called back.

Mr. Rapson stated that as a general rule it would be highly unlikely however, when they set the base level digest, CPI for the school system, they set it back three years before COVID. He stated that the County was very successful in educating them about the County giving public safety raises that were predicated on those the digest growth. He stated that it would be whatever the majority of the Legislature decided.

Commissioner Rousseau stated that was his concern. He suggested that as part of the legislative package, the Board state our position.

Commissioner Oddo stated that the fourteen years he has served on the Board, the County had been very responsible with the money received and sometimes it presented a situation of deciding whether to rollback or not. He stated that everyone was trying to think ahead and prepare. He stated that he believed that was what the citizens wanted. He thanked staff for working to figure out how to move forward.

Mr. Rapson stated that the voters will have an opportunity in November regarding the floating homestead. He stated that it would be another tool in the tool belt to use.

Commissioner Rousseau stated that now that the draft ballots are out, it was generating a lot of calls. He asked if anything had been posted regarding information about the floating homestead. He stated that the County was not lobbying one way or another

but he wanted voters to be educated about the bill. He stated that he also understood that the County may be losing public safety personnel. Other entities are raising salaries and that may become a concern for the County.

Ms. Weinmann stated that what was advertised was a 2.62 increase. She stated that it was not a significant difference because it was dealing with reassessments as opposed to growth. She stated that she was planning to work on the information about House Bill 1582 as soon as the meeting was over.

There was no one that spoke in opposition or in favor of the millage rate.

Vice Chairman Gibbons stated that there was a second hearing at 6:00 p.m. and the final hearing would be on October 15 at 5:00 p.m.

ADJOURNMENT:

Commissioner Oddo moved adjourn. Vice Chairman Gibbons seconded. The motion passed 3-0. Chairman Hearn was absent.

The October 1, 2026, Special Called Millage Rate Hearing adjourned at 10:36 a.m.

Tameca P. Smith, County Clerk

Edward Gibbons, Vice Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 22nd day of October 2026. Attachments are available upon request at the County Clerk's Office.

BOARD OF COUNTY COMMISSIONERS

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

**FAYETTE COUNTY, GEORGIA**

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

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

SPECIAL CALLED HEARING MINUTES

October 1, 2026
6:00 p.m.

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

OFFICIAL SESSION:

Call to Order: Vice Chairman Edward Gibbons called the October 1, 2026, Special Called Hearing to order at 6:00 p.m. A quorum of the Board was present. Chairman Lee Hearn was absent.

Invocation and Pledge of Allegiance: Vice Chairman Gibbons offered the Invocation and led the audience in the Pledge of Allegiance.

Acceptance of Agenda: Commissioner Charles Oddo moved to approve the agenda. Commissioner Charles Rousseau seconded. The motion passed 4-0. Chairman Hearn was absent.

PUBLIC HEARING:

1. First Public Hearing to discuss the 2026 Property Tax Millage Rate.

Chief Financial Officer Sheryl Weinmann stated that the 2025 Digest ended with \$10.5 Billion. Real property increased by 2.59% and personal property increased by approximately \$2 Billion, which was a \$277.99% increase. She noted that everything in the growth section was not part of the rollback. Motor vehicles had a decrease of \$5,688,940, which was typical of the TAVT (Title Ad Valorem Tax). "Others" included heavy-duty equipment and timber, as an example, increased by 3.30%. There was an increase in the exemptions, which was a negative outcome to the digest. This made the growth change to a total of \$2.2 Billion. The rollback was determined by the reassessments which were lower and exemptions reassessments increased that resulted in a positive change to the digest of \$2.56 Billion at a 24% increase making the digest \$13 billion in total.

She stated that there was a change from year to year from \$10.5 billion to \$13.074 billion for 2026. Ms. Weinmann stated that there was a \$2.5 billion increase due personal property collections.

The proposed millage rates were no change. Fire Services at 2.82, Emergency Medical Services (EMS) at 1.000, 911 at 0.210 and the County's General Fund Maintenance and Operations at 3.763. Staff proposed no increase and no decrease. Ms. Weinmann continued the presentation with examples of a 2026 Fayette County Tax Bill, showing the proposed rate (3.763) versus a rollback rate (3.667). She stated that the difference between the proposed rate and a rollback rate was \$21.60, not included a floating homestead, which would make the amount less. Fayette County was listed as the thirteenth lowest millage rate of the fifteen local counties around Fayette County and metro counties similar in size to Fayette County. The presentation

included a history of the County's millage rate and gave examples of what a property tax bill, not including floating homestead, would look like for a home valued at \$575,000 in Unincorporated Fayette County, in the Town of Brooks, in Peachtree City, in the City of Fayetteville, and in the Town of Tyrone. Ms. Weinmann stated that the Board of Education received 72% of the tax at \$4,400 and the County's portion was \$844 in the example.

These were presented from lowest to highest millage rate amounts. The Board of Education, Peachtree City, Town of Tyrone and Unincorporated Fayette County will keep their millage rate the same, and the Town of Brooks and the City of Fayetteville will rollback the millage rate for 2026. Since 2014, if Unincorporated Fayette County had kept the millage rate the same, the County would have accumulated \$147.4M. This was a savings to the citizens of \$147.4M to the citizens of Fayette County.

This was the second public hearing. The third public hearing and request to approve the resolution will take place on October 15, 2026, at 5:00 p.m.

Commissioner Maxwell stated that earlier there was a robust conversation regarding the millage rate and personal property tax. He stated that he was not going to attempt to recreate that discussion, instead he encouraged the citizens to view the meeting on the County's YouTube channel.

There was no one that spoke in opposition or in favor of the millage rate.

ADJOURNMENT:

Commissioner Oddo moved adjourn. Commissioner Rousseau seconded. The motion passed 3-0. Chairman Hearn was absent.

The October 1, 2026, Special Called Millage Rate Hearing adjourned at 6:08 p.m.

Tameca P. Smith, County Clerk

Edward Gibbons, Vice Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 22nd day of October 2026. Attachments are available upon request at the County Clerk's Office.

BOARD OF COUNTY COMMISSIONERS

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

FAYETTE COUNTY, GEORGIA

Steve Rapson, County Administrator
Dennis A. Davenport, County Attorney
Tameca P. Smith, County Clerk



140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

MINUTES

October 8, 2026

5:00 p.m.

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

OFFICIAL SESSION:**Call to Order**

Chairman Lee Hearn called the October 8, 2026, Board of Commissioners meeting to order at approximately 5:02 p.m. A quorum of the Board was present.

Invocation and Pledge of Allegiance by Commissioner Charles Rousseau

Commissioner Charles Rousseau gave the Invocation and led the audience in the Pledge of Allegiance.

Acceptance of Agenda

Chairman Hearn moved to add to New Business a request for approval to apply under the 2026 State Homeland Security Program for a \$300,000 grant for the installation of approximately three linear miles of security fencing around the perimeter of the Fayette County Public Safety Training Center. Commissioner Rousseau seconded. The motion passed 3-0. Vice Chairman Edward Gibbons and Commissioner Charles Oddo were absent.

Commissioner Rousseau moved to accept the agenda with the added item as read. Commissioner Maxwell seconded. The motion passed 3-0. Vice Chairman Edward Gibbons and Commissioner Charles Oddo were absent.

PROCLAMATION/RECOGNITION: None

PUBLIC HEARING: None

PUBLIC COMMENT: None

CONSENT AGENDA:

Commissioner Rousseau moved to approve the Consent Agenda except for item No. 4. Commissioner Maxwell seconded. The motion passed 3-0. Vice Chairman Edward Gibbons and Commissioner Charles Oddo were absent.

1. **Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Jack Miller, in the amount of \$2,122.08 for tax years 2024 and 2025.**
2. **Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested on behalf Topekia Powell, in the amount of \$1,240.78 for tax year 2025.**
3. **Approval to add The Oaks Phase III subdivision to Fayette County's Street Light Program.**

4. Approval of Georgia Power's offer to purchase three "Distribution Tree Trim / Clearing Easements" from Fayette County in the amount of \$10,915.00.

This item was removed from Consent Agenda vote for discussion.

Commissioner Rousseau stated that he wanted to be consistent in his voting. He asked for clarification that this vote was for land owned by the County, entrusted to the Board by the citizens.

County Administrator Steve Rapson stated yes. The land was owned by the County.

Commissioner Rousseau stated that he was operating under the impression that land purchase should go for bid. He asked if "this" went out for bid.

Mr. Rapson stated that Georgia Power was not acquiring the land. This request was for Georgia Power to maintain and cut trees along the perimeter of Kenwood Park. There was no land acquisition. This was just to give Georgia Power the right to trim trees.

Commissioner Rousseau stated that he may have missed something. He asked if there was a fee and who would retain ownership of the land.

Mr. Rapson stated that Georgia Power would pay the County \$10,915 to have the temporary easement to maintain that corridor to trim the trees.

Commissioner Rousseau asked if it was a one-time payment.
Mr. Rapson stated yes.

Commissioner Rousseau asked if the agreement would be in perpetuity.

Public Works Director Phil Mallon stated yes, as long as the power lines were in place. He stated that there were existing lines and Georgia Power was trying to be proactive on the vegetation management.

Mr. Rapson stated that on these easements, Georgia Power could not locate an easement, so this was to "perfect" the record to give them the ability to temporarily go on the property to trim the trees.

Commissioner Rousseau inquired if this was a temporary easement.

Mr. Mallon stated that it was a permanent easement to allow Georgia Power to do the vegetation maintenance as long as the power lines were in place. He reiterated that this was a permanent easement.

Commissioner Maxwell moved to approve Georgia Power's offer to purchase three "Distribution Tree Trim / Clearing Easements" from Fayette County in the amount of \$10,915.00. Chairman Hearn seconded.

Commissioner Maxwell stated that there were only three members so any vote less than three would be a denial. He stated that if the vote failed, he would request the Chairman to have this item come back on the October 22, 2026, Board of Commissioners agenda so there would be a bigger distribution.

Commissioner Rousseau stated that three members constituted a quorum and he wanted to be "careful that we are not vote shopping, so-to-speak". He stated that he had reservations. He stated that he heard "temporary" and then "permanent" so he had reservations.

Commissioner Maxwell stated that he understood and that was the reason why he said that. He stated that he had no problem with the way Commissioner Rousseau may vote.

County Attorney Dennis Davenport stated that one note, that may be a factor to consider, was that this vote would not be just granting easement to a third party, but instead to an entity that had condemnation authority, similar to a governmental entity. He stated that typically the rules were more lax than for a typical third party. He stated that if there was a concern about this going out to bid, it would not go out for bid because Georgia Power was like a governmental entity and there were different rules for dealing with these entities.

Commissioner Rousseau stated that was his reason for asking for clarity. He stated that there were a number of issues surrounding acting like a quasi-governmental entity.

Commissioner Maxwell moved to approve Georgia Power's offer to purchase three "Distribution Tree Trim / Clearing Easements" from Fayette County in the amount of \$10,915.00. Chairman Hearn seconded. The motion failed 2-1. Commissioner Rousseau voted in opposition. Vice Chairman Edward Gibbons and Commissioner Charles Oddo were absent.

Commissioner Maxwell stated that he did not know if he needed a vote to place on the next available agenda.

Mr. Davenport stated that procedurally this item was done. He stated that every agenda is brand new, and this item could be added at the discretion of the group that puts the agenda together for the next meeting.

Commissioner Maxwell requested Chairman Hearn to request that staff place this on the next available meeting. Chairman Hearn agreed.

- 5. Approval of Resolution 2016-16 supporting Fayette County's grant application to the Georgia Department of Natural Resources (GADNR) Georgia Outdoor Stewardship Program (GOSP) for the construction of the Starr's Mill Nature Trail.**
- 6. Approval of the September 24, 2026, Board of Commissioners Meeting Minutes.**

OLD BUSINESS: None

NEW BUSINESS:

- 7. Request to approve Resolution 2026-14 to amend the Fayette County Water System Standards and Specifications Manual, dated October 6, 2026, for infrastructure to be consistently and reliably installed within the system.**

Water System Director Vanessa Tigert stated that the Standards and Specifications Manual was presented to the Board. It was removed to address some concerns that Chairman Hearn voiced. She stated that the concerns had been addressed; therefore, staff were presenting this to the Board for approval.

Chairman Hearn stated that he read through it and it looked fine. He stated that Ms. Tigert answered his questions. His questions were related to patching damaged roads due to water blowout or making new connections. He stated that the County now included Georgia Department of Transportation standards in the manual.

Chairman Hearn moved to approve Resolution 2026-14 to amend the Fayette County Water System Standards and Specifications Manual, dated October 6, 2026, for infrastructure to be consistently and reliably installed within the system. Commissioner Rousseau seconded.

Commissioner Rousseau stated that in light of dealing with private water system operators, he wanted to know if the operators would fall in line with the definition of a customer when tapping onto the County's water system.

Mr. Rapson stated no because the operator would still be under an EPD (Environmental Protection Division) permit and that permit defined the service area. If there were any issues, the County would deal with the permit holder.

Commissioner Rousseau stated that he was just concerned about who would be defined as a customer. He reiterated that when tapping onto the County water system, and delivering water to a resident, it was still the operator's system.

Mr. Rapson stated yes.

Chairman Hearn moved to approve Resolution 2026-14 to amend the Fayette County Water System Standards and Specifications Manual, dated October 6, 2026, for infrastructure to be consistently and reliably installed within the system. Commissioner Rousseau seconded. The motion passed 3-0. Vice Chairman Edward Gibbons and Commissioner Charles Oddo were absent.

8. Request to approve Resolution 2026-17 to amend the County's defined benefit plan to provide a pre-retirement death benefit in the form of a lump sum death benefit equal to 50 times the estimated monthly Normal Retirement Pension based on level earnings and continued service to Normal Retirement.

Mr. Rapson stated that this item pertained to the County's defined benefit (DB) plan. This item would provide a pre-retirement death benefit to an employee that died prior to electing to retire. Currently, the employee's contribution would go to the surviving beneficiary; however, the beneficiary would not be entitled to any annuities or payments like those received when a retired employee passed away. This change would offer a lump sum benefit to the beneficiary in addition to the contributions made by the employee. The lump sum amount would be 50 times what the normal monthly benefit would have been. The example was: Benefit: \$2,000; Lump Sum: \$100,000 (\$2000 x 50), plus the deceased's contributions to the plan. Mr. Rapson stated that it would be funded from the forfeiture currently in the plan. It would not cost employees any additional money. In response to Commissioner Rousseau, he stated that it would be an annual cost to the actual plan that would only be triggered if an employee passed away prior to retirement.

In response to Commissioner Rousseau regarding if taxpayer dollars are being used, Mr. Rapson stated that the employee and the County contribute to the DB plan. He stated that there was enough forfeiture in the plan. If an employee was in the DB plan but not with the County long enough to be vested, the County match was forfeited back to the plan and that would be the money paid to this proposed plan. No new taxpayer dollars.

Commissioner Rousseau stated that for him this was a serious issue and new territory. He stated that he would say to table this item so a full board could vote on the item. He asked if the first year would be funded by the County.

Mr. Rapson stated that the first year would be funded by the forfeiture plan. He stated that many plans across the state have similar plans. Fayette County did not have this benefit or have been faced with this problem.

Commissioner Rousseau stated that he believed that a full Board should vote on a measure of this magnitude. He stated that he served on the ACCG DB Board. He stated that he did not believe there was anything that would preclude him from voting on this item. He asked the County Attorney.

Mr. Davenport stated no.

Commissioner Rousseau stated that to his recollection this item had not come before the DB Board.

Commissioner Maxwell stated that he was a little confused about this request. He stated that County employees, when hired, receive a life insurance policy with a one-time payment when they pass away.

Mr. Rapson stated that there was an additional benefit for employees that when they pass away would pay \$50,000 to their beneficiaries. This request was separate from that benefit. He stated that the vast majority of the employees would not receive

the proposed benefit. He stated that it was an individual plan that gets to make the decision. He stated that staff were trying to be proactive in addressing not being in the plan.

Commissioner Maxwell reiterated that this would not replace any other plan.

Mr. Rapson stated that was correct.

Commissioner Rousseau moved to table this item to the November 12, 2026, meeting. The motion passed 3-0. Vice Chairman Edward Gibbons and Commissioner Charles Oddo were absent.

9. A request for approval to apply under the 2026 State Homeland Security Program for a \$300,000 grant for the installation of approximately three linear miles of security fencing around the perimeter of the Fayette County Public Safety Training Center.

Chairman Hearn stated that this grant had a 75% federal, 25% local match. He stated that with all the things happening at training centers, he believed this was something the Board should do.

Chairman Hearn moved to approve applying under the 2026 State Homeland Security Program for a \$300,000 grant for the installation of approximately three linear miles of security fencing around the perimeter of the Fayette County Public Safety Training Center. Commissioner Rousseau seconded.

Commissioner Rousseau asked if there was an anticipated cost for the 25% match. He asked if it was 25% of the \$300,000 or 25% above \$300,000.

Mr. Rapson stated that the County would be responsible for 25% of the \$300,000.

Commissioner Rousseau asked about the wetland and credits in that area.

Mr. Rapson stated that this grant would not impact the wetlands and credits. He stated that the configuration would have to change due to the East Fayetteville Bypass. He stated that this was a request to apply. If approved, the modifications would be vetted by staff and brought to the Board for a vote.

Chairman Hearn moved to approve applying under the 2026 State Homeland Security Program for a \$300,000 grant for the installation of approximately three linear miles of security fencing around the perimeter of the Fayette County Public Safety Training Center. Commissioner Rousseau seconded. The motion passed 3-0. Vice Chairman Edward Gibbons and Commissioner Charles Oddo were absent.

ADMINISTRATOR'S REPORTS:

A. Contract #2605-P; Public Works Engineer of Record Task Order #11: 101 & 115 Waterfall Way Boundary & Topographic Survey Change Order #1: Starrs Mill Education Facility

Mr. Rapson stated that he provided the Board with the Hot Topics report to include the Multi-purpose Facility, Darren Drive culvert replacement, Cross Creek culvert replacement, Justice Center buildout, Crosstown generator project, Phase II livestock building, Senior Center addition, Kenwood Morning Creek Bridge project, Round Road cul-de-sac and Brandon Mill culvert replacement.

ATTORNEY'S REPORTS:

Notice of Executive Session: County Attorney Dennis Davenport stated that there were four items for Executive Session: two items involving threatened litigation, one item involving real estate acquisition, and the review of the September 24, 2026, Executive Session Minutes.

COMMISSIONERS' REPORTS: None

EXECUTIVE SESSION:

Two items involving threatened litigation, one item involving Real Estate, and the review of the September 24, 2026, Executive Session Minutes.

Commissioner Rousseau moved to enter Executive Session. Commissioner Maxwell seconded. The motion passed 3-0. Vice Chairman Edward Gibbons and Commissioner Charles Oddo were absent.

The Board recessed into Executive Session at 5:30 p.m. and returned to Official Session at 6:05 p.m.

Return to Official Session and Approval to Sign the Executive Session Affidavit: Commissioner Rousseau moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Chairman Hearn seconded. The motion passed 3-0. Vice Chairman Edward Gibbons and Commissioner Charles Oddo were absent.

Approval of the September 24, 2026, Executive Session Minutes: Chairman Hearn moved to approve the September 24, 2026, Executive Session Minutes. Commissioner Rousseau seconded. The motion passed 3-0. Vice Chairman Edward Gibbons and Commissioner Charles Oddo were absent.

ADJOURNMENT:

Commissioner Rousseau moved to adjourn the October 8, 2026, Board of Commissioners meeting. Commissioner Maxwell seconded. The motion passed 3-0. Vice Chairman Edward Gibbons and Commissioner Charles Oddo were absent.

The October 8, 2026, Board of Commissioners meeting adjourned at 6:06 p.m.

Tameca P. Smith, County Clerk

Lee Hearn, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 22nd day of October 2026. Attachments are available upon request at the County Clerk's Office.

COUNTY AGENDA REQUEST

Page 92 of 150

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to approve an Intergovernmental Agreement between the City of Fayetteville, Fayette County School District, and Fayette County for the funding of shared auditing services related to Personal Property Tax including the proposed amended language.

Background/History/Details:

Per the attached Intergovernmental Agreement (IGA), the City of Fayetteville, Fayette County School District, and Fayette County have agreed to equally share the cost of auditing services.

The total FY2027 annual cost for an internal auditor and contracted tax assessor auditing services (Mendola Consulting) is \$92,001. Each entity shall pay \$30,667. The City of Fayetteville and the Fayette County School District have agreed to reimburse Fayette County for their portions of the expenditures. The IGA is for the 2027 fiscal year ending June 30, 2027.

The County is contracting with Mendola Consulting to independently audit selected businesses to determine whether they have properly reported their taxable personal property. Mendola will review financial records, inspect property, identify potentially unreported or incorrectly reported assets, calculate the appropriate property value, communicate the findings, prepare supporting reports and correspondence, and defend the audit findings if the taxpayer appeals. On-site inspection is only allowed with the authority of the tax payer. The Board of Tax Assessors retains the final decision-making authority over the valuation and assessment.

The City of Fayetteville has requested to amend the IGA to add "The City of Fayetteville will receive expenditure records, as well as all auditing records and reports". If approved, staff will amend the IGA to include both the City and School District receive records & reports.

What action are you seeking from the Board of Commissioners?

Approval of an Intergovernmental Agreement between the City of Fayetteville, Fayette County School District, and Fayette County for the funding of shared auditing services related to Personal Property Tax including the proposed amended language.

If this item requires funding, please describe:

The total cost of \$92,001 is budgeted in FY2027 in the Tax Assessor's budget with reimbursement from the City of Fayetteville and the Fayette County School District.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

This agreement is an excellent example of intergovernmental cooperation, and demonstrates how cooperative partnerships among the County, City, and School Board can improve operational efficiency while providing enhanced service to the community.

INTERGOVERNMENTAL AGREEMENT

Between Fayette County, Georgia, the City of Fayetteville, Georgia, and the Fayette County School District for Shared Auditing Services

This Intergovernmental Agreement ("Agreement") is entered into by and among **Fayette County, Georgia**, a political subdivision of the State of Georgia ("County"), **City of Fayetteville, Georgia**, a municipal corporation of the State of Georgia ("City"), and the **Fayette County School District**, a public body corporate and politic organized under the laws of the State of Georgia ("Board"), collectively referred to as the "Parties."

RECITALS

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizes counties, municipalities, school districts, and other political subdivisions of the State to contract with one another for joint services and the provision of governmental functions; and

WHEREAS, the Parties desire to cooperate in obtaining auditing and oversight services that will benefit all three entities; and

WHEREAS, the Parties desire to share equally the costs associated with an Internal Auditor position and contracted Tax Assessor auditing services; and

WHEREAS, the Parties find that entering into this Agreement promotes efficiency, accountability, and responsible stewardship of public resources.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to establish a cooperative arrangement among the Parties for funding:

1. An Internal Auditor position; and
2. Contracted Tax Assessor auditing services.

2. Administration

The County shall serve as the administrative entity for this Agreement and shall be responsible for:

- a. Employing or otherwise administering the Internal Auditor position;
- b. Procuring and administering the contract for Tax Assessor auditing services in accordance with applicable laws and policies;
- c. Maintaining records of expenditures related to the services covered by this Agreement; ~~and~~
- d. Providing documentation of expenditures upon reasonable request by any Party; and
- ~~e. Providing audit reports and related records to the City upon request.-~~

3. Cost Sharing

The Parties agree that all costs identified in this Agreement shall be shared equally.

A. Internal Auditor

The annual cost allocated for the Internal Auditor position shall be **\$42,001.00**.

Each Party shall contribute:

- Fayette County: \$14,000.33
- City of Fayetteville: \$14,000.33
- Fayette County School District: \$14,000.34

B. Contracted Tax Assessor Auditing Services

The annual cost allocated for contracted Tax Assessor auditing services shall be **\$50,000.00**.

Each Party shall contribute:

- Fayette County: \$16,666.67
- City of Fayetteville: \$16,666.67
- Fayette County School District: \$16,666.66

C. Total Annual Contributions

The total annual cost under this Agreement shall be **\$92,001.00**.

Each Party's annual contribution shall be:

- Fayette County: \$30,667.00
- City of Fayetteville: \$30,667.00
- Fayette County School District: \$30,667.00

4. Payment

The County shall invoice the City and the Board for their respective shares.

Payments shall be remitted within thirty (30) days of receipt of an invoice unless otherwise agreed by the Parties in writing.

5. Budget and Appropriations

The obligations of each Party under this Agreement are subject to the lawful appropriation of funds by the governing authority of that Party. Nothing contained herein shall constitute a pledge of future revenues beyond those lawfully appropriated.

6. Term

This Agreement shall become effective upon execution by all Parties and shall remain in effect from July 1, 2026, through June 30, 2027.

The Parties may renew this Agreement annually upon mutual written agreement.

7. Amendments

This Agreement may be amended only by a written instrument approved and executed by all Parties.

8. Termination

Any Party may withdraw from this Agreement upon providing ninety (90) days written notice to the other Parties. The withdrawing Party shall remain responsible for its proportionate share of costs incurred through the effective date of withdrawal.

If any Party withdraws, the remaining Parties may continue the Agreement upon mutually agreed terms.

9. Liability

Each Party shall be responsible for the acts and omissions of its own officers, employees, and agents. Nothing contained herein shall be construed as a waiver of any governmental immunity, sovereign immunity, official immunity, or other protections available under Georgia law.

10. Compliance with Law

The Parties shall comply with all applicable federal, state, and local laws in carrying out their respective obligations under this Agreement.

11. Entire Agreement

This Agreement constitutes the entire understanding among the Parties concerning the matters addressed herein and supersedes all prior discussions, negotiations, and understandings.

SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

FAYETTE COUNTY, GEORGIA

By: _____

Name: _____

Title: Chair, Board of Commissioners Date:

Attest: _____

County Clerk

CITY OF FAYETTEVILLE, GEORGIA

By: _____

Name: _____

Title: Mayor

Date: _____

Attest: _____

City Clerk

FAYETTE COUNTY SCHOOL DISTRICT

By: _____

Name: _____

Title: Chair

Date: _____

Attest: _____

Superintendent

INTERGOVERNMENTAL AGREEMENT
Between Fayette County, Georgia, the City of Fayetteville, Georgia, and the Fayette County School District for Shared Auditing Services

This Intergovernmental Agreement ("Agreement") is entered into by and among **Fayette County, Georgia**, a political subdivision of the State of Georgia ("County"), **City of Fayetteville, Georgia**, a municipal corporation of the State of Georgia ("City"), and the **Fayette County School District**, a public body corporate and politic organized under the laws of the State of Georgia ("Board"), collectively referred to as the "Parties."

RECITALS

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizes counties, municipalities, school districts, and other political subdivisions of the State to contract with one another for joint services and the provision of governmental functions; and

WHEREAS, the Parties desire to cooperate in obtaining auditing and oversight services that will benefit all three entities; and

WHEREAS, the Parties desire to share equally the costs associated with an Internal Auditor position and contracted Tax Assessor auditing services; and

WHEREAS, the Parties find that entering into this Agreement promotes efficiency, accountability, and responsible stewardship of public resources.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to establish a cooperative arrangement among the Parties for funding:

1. An Internal Auditor position; and
2. Contracted Tax Assessor auditing services.

2. Administration

The County shall serve as the administrative entity for this Agreement and shall be responsible for:

- a. Employing or otherwise administering the Internal Auditor position;
- b. Procuring and administering the contract for Tax Assessor auditing services in accordance with applicable laws and policies;
- c. Maintaining records of expenditures related to the services covered by this Agreement; and
- d. Providing documentation of expenditures upon reasonable request by any Party.

3. Cost Sharing

The Parties agree that all costs identified in this Agreement shall be shared equally.

A. Internal Auditor

The annual cost allocated for the Internal Auditor position shall be **\$42,001.00**.

Each Party shall contribute:

- Fayette County: \$14,000.33
- City of Fayetteville: \$14,000.33
- Fayette County School District: \$14,000.34

B. Contracted Tax Assessor Auditing Services

The annual cost allocated for contracted Tax Assessor auditing services shall be **\$50,000.00**.

Each Party shall contribute:

- Fayette County: \$16,666.67
- City of Fayetteville: \$16,666.67
- Fayette County School District: \$16,666.66

C. Total Annual Contributions

The total annual cost under this Agreement shall be **\$92,001.00**.

Each Party's annual contribution shall be:

- Fayette County: \$30,667.00
- City of Fayetteville: \$30,667.00
- Fayette County School District: \$30,667.00

4. Payment

The County shall invoice the City and the Board for their respective shares.

Payments shall be remitted within thirty (30) days of receipt of an invoice unless otherwise agreed by the Parties in writing.

5. Budget and Appropriations

The obligations of each Party under this Agreement are subject to the lawful appropriation of funds by the governing authority of that Party. Nothing contained herein shall constitute a pledge of future revenues beyond those lawfully appropriated.

6. Term

This Agreement shall become effective upon execution by all Parties and shall remain in effect from July 1, 2026, through June 30, 2027.

The Parties may renew this Agreement annually upon mutual written agreement.

7. Amendments

This Agreement may be amended only by a written instrument approved and executed by all Parties.

8. Termination

Any Party may withdraw from this Agreement upon providing ninety (90) days written notice to the other Parties. The withdrawing Party shall remain responsible for its proportionate share of costs incurred through the effective date of withdrawal.

If any Party withdraws, the remaining Parties may continue the Agreement upon mutually agreed terms.

9. Liability

Each Party shall be responsible for the acts and omissions of its own officers, employees, and agents. Nothing contained herein shall be construed as a waiver of any governmental immunity, sovereign immunity, official immunity, or other protections available under Georgia law.

10. Compliance with Law

The Parties shall comply with all applicable federal, state, and local laws in carrying out their respective obligations under this Agreement.

11. Entire Agreement

This Agreement constitutes the entire understanding among the Parties concerning the matters addressed herein and supersedes all prior discussions, negotiations, and understandings.

SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

FAYETTE COUNTY, GEORGIA

By: _____

Name: _____

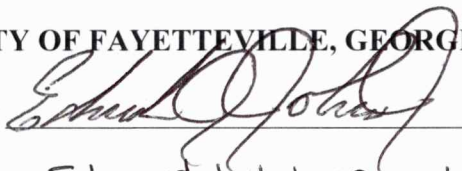
Title: Chair, Board of Commissioners

Date: _____

Attest: _____

County Clerk

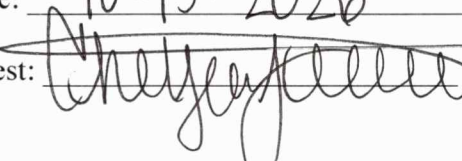
CITY OF FAYETTEVILLE, GEORGIA

By:  _____

Name: Edward J. Johnson Jr.

Title: Mayor

Date: 10-15-2026

Attest:  _____

City Clerk

FAYETTE COUNTY SCHOOL DISTRICT

By: _____

Name: _____

Title: Chair

Date: _____

Attest: _____

Superintendent

Summary of Services Mendola Contract

1. Audit business personal property tax accounts

- Review business personal property tax returns and supporting records.
- Audit the current year and, when records are available, up to two prior years.
- Examine property such as:
 - Machinery and equipment
 - Furniture and fixtures
 - Inventory
 - Leased equipment
 - Other fixed assets
- Determine whether the property has been completely and accurately reported for property-tax purposes.

2. Review the taxpayer's financial records

The auditor will examine supporting documentation and accounting records to substantiate the property reported by the taxpayer. The firm's audit procedures include review of invoices, capitalized assets, depreciation, valuation methods, account balances, and physical inventory.

3. Conduct on-site inspections

Audits may be performed at the taxpayer's Fayette County location or at the Board of Tax Assessors' office. During an on-site audit, the contractor will conduct a walk-through of the business to observe the operation and the property being reported. **If the auditor is allowed on-site.**

4. Calculate the value of property subject to taxation

After completing an audit, Mendola will calculate the value of property that may be subject to assessment for the audit period. The calculations must use the County's applicable rules, regulations, policies, and appraisal methodology for the year being audited. Final authority and assessment decisions remain with the Board of Tax Assessors.

5. Communicate audit findings to taxpayers

The contractor will discuss the audit results with the taxpayer or its representative before submitting the final results to the taxpayer and the Board of Tax Assessors.

6. Prepare taxpayer correspondence

Mendola will prepare electronic correspondence regarding the audits using County-approved forms. The Board of Tax Assessors will review, approve, sign, and mail the correspondence. Mendola can also assist with other taxpayer correspondence as requested.

7. Provide audit status and management reports

The contractor will provide detailed reports showing:

- Audits outstanding
- Audits completed
- Taxpayer and account information
- Audit issues and findings
- Outstanding issues
- Final assessment resulting from the audit
- Comparison of the audited value to the taxpayer's originally reported fair market value

Potential delays are to be reported to the County's Project Manager immediately.

8. Defend audit findings through the appeals process

Mendola is responsible for defending its audit findings through each step of the taxpayer appeals process until a final settlement is reached.

9. Train County appraisal staff

The contractor will provide training to Board of Tax Assessors employees. The proposed training includes accounting basics, business personal property reporting, use of financial statements and asset lists, desk audits, inventory valuation, exemptions, leases, and other personal property audit issues. County employees may also accompany Mendola auditors on actual taxpayer audits for on-the-job training.

10. Potentially assist with discovering unreported businesses/property

If requested by the County, Mendola may assist the Board of Tax Assessors in developing a program to identify **new and previously unreported taxpayers**. This service would be assigned by the Project Manager and its scope determined at the time of the assignment.

Internal Auditor – Assessors’ Office

TITLE:	Internal Auditor	CODE:	
DEPARTMENT:	Assessors’ Office, Fayette County	DATE:	April 2026

JOB SUMMARY: This position is responsible for reviewing and auditing business and personal property accounts to ensure fair and equitable taxation in compliance with State law through discovery and data verification.

MAJOR DUTIES:

- Performs audits for cause and audits of randomly selected personal property accounts to ensure compliance with Department of Revenue reporting requirements.
- Conducts reviews by comparing taxpayers’ personal property returns to financial records provided by the taxpayer and to data gathered during field inspections to identify potential under-reporting, non-filing, or clerical errors.
- Applies appropriate depreciation schedules as prescribed by the State and utilizes valuation models to determine fair market value of business assets.
- Conducts on-site inspections of property at business locations to verify age and condition of assets; utilizes additional data sources to identify unreported or under-reported property.
- Meets with property owners, CPAs, tax representatives, and other parties to discuss audit findings and resolve discrepancies.
- Prepares for and represents the County in appeals before the Board of Equalization and other appeal hearings.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION:

- Knowledge of applicable law and procedures governing the appraisal and audit process for business personal property.
- Knowledge of Generally Accepted Accounting Principles (GAAP).
- Knowledge of the Georgia Department of Revenue Appraisal Procedures Manual and OCGA Title 48 (Revenue and Taxation).
- Knowledge of WinGap CAMA software and other related computer applications.
- Ability to analyze financial data and identify discrepancies in taxpayer reporting.
- Skill in applying depreciation schedules and valuation models to determine fair market value.
- Skill in the interpretation and application of multiple laws and regulations to specific situations.
- Skill in oral and written communication, including the ability to present and defend findings in formal hearings.
- Skill in interpersonal relations, including the ability to effectively interact with taxpayers, legal representatives, and county officials.

SUPERVISORY CONTROLS:

The Chief Appraiser assigns work in terms of overall goals and objectives. The supervisor reviews completed work through spot-checks, conferences, and evaluation of final results to assess the nature and propriety of outcomes. The employee performs all major duties with significant independence, exercising substantial professional judgment in the application of guidelines and procedures.

GUIDELINES:

Guidelines include the Georgia Department of Revenue Appraisal Procedures Manual, OCGA Title 48 (Revenue and Taxation), county policies and procedures, and applicable State regulations. These guidelines require interpretation and judgment in application. The employee must determine which guidelines apply in specific situations, including cases where multiple laws may govern a single matter.

COMPLEXITY:

The work consists of varied audit, compliance review, valuation, and discovery duties. While each review and audit follows established procedural steps, the work varies significantly based on the type and condition of assets, the taxpayer's reporting practices, and the applicable law. Reviewing large amounts of financial and third-party data to accurately establish fair market value of business assets contributes to the complexity of the position.

SCOPE AND EFFECT:

The purpose of this position is to fairly and equitably establish fair market value of business assets for property tax purposes through discovery and data verification. Success in this position ensures fair and equitable taxation of all business personal property, directly impacts the county's property tax digest and revenue, and ensures that all businesses are valued and taxed equitably under applicable law. Errors in this work create additional corrective work in both the Assessors' Office and the Tax Commissioner's Office and may negatively impact county revenues.

PERSONAL CONTACTS:

Contacts are typically with co-workers, other county employees, property owners, CPAs, tax representatives, and representatives from other organizations.

PURPOSE OF CONTACTS:

Contacts are typically to give or exchange information, resolve problems, justify or defend findings, and negotiate matters related to property valuation and audit results.

PHYSICAL DEMANDS:

The work is typically performed while sitting at a desk or table or while intermittently sitting, standing, or stooping. The employee occasionally lifts light objects (less than 24 pounds).

WORK ENVIRONMENT:

The work is typically performed in an office or computer room. Field work requires on-site visits to business locations.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY:

This position has no formally assigned supervisory responsibility.

MINIMUM QUALIFICATIONS:

- Baccalaureate degree required.
- More than five years of related work experience required.
- Any equivalent combination of education and experience to meet the above stated responsibilities.
- Georgia Department of Revenue Appraiser II certification or higher required.
- Continuing education to maintain certification required.
- Possession of or ability to readily obtain a valid driver's license issued by the State of Georgia for the type of vehicle operated.

INTERGOVERNMENTAL AGREEMENT

Between Fayette County, Georgia, the City of Fayetteville, Georgia, and the Fayette County School District for Shared Auditing Services

This Intergovernmental Agreement ("Agreement") is entered into by and among **Fayette County, Georgia**, a political subdivision of the State of Georgia ("County"), **City of Fayetteville, Georgia**, a municipal corporation of the State of Georgia ("City"), and the **Fayette County School District**, a public body corporate and politic organized under the laws of the State of Georgia ("Board"), collectively referred to as the "Parties."

RECITALS

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizes counties, municipalities, school districts, and other political subdivisions of the State to contract with one another for joint services and the provision of governmental functions; and

WHEREAS, the Parties desire to cooperate in obtaining auditing and oversight services that will benefit all three entities; and

WHEREAS, the Parties desire to share equally the costs associated with an Internal Auditor position and contracted Tax Assessor auditing services; and

WHEREAS, the Parties find that entering into this Agreement promotes efficiency, accountability, and responsible stewardship of public resources.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to establish a cooperative arrangement among the Parties for funding:

1. An Internal Auditor position; and
2. Contracted Tax Assessor auditing services.

2. Administration

The County shall serve as the administrative entity for this Agreement and shall be responsible for:

- a. Employing or otherwise administering the Internal Auditor position;
- b. Procuring and administering the contract for Tax Assessor auditing services in accordance with applicable laws and policies;
- c. Maintaining records of expenditures related to the services covered by this Agreement; and
- d. Providing documentation of expenditures upon reasonable request by any Party.

3. Cost Sharing

The Parties agree that all costs identified in this Agreement shall be shared equally.

A. Internal Auditor

The annual cost allocated for the Internal Auditor position shall be **\$42,001.00**.

Each Party shall contribute:

- Fayette County: \$14,000.33
- City of Fayetteville: \$14,000.33
- Fayette County School District: \$14,000.34

B. Contracted Tax Assessor Auditing Services

The annual cost allocated for contracted Tax Assessor auditing services shall be **\$50,000.00**.

Each Party shall contribute:

- Fayette County: \$16,666.67
- City of Fayetteville: \$16,666.67
- Fayette County School District: \$16,666.66

C. Total Annual Contributions

The total annual cost under this Agreement shall be **\$92,001.00**.

Each Party's annual contribution shall be:

- Fayette County: \$30,667.00
- City of Fayetteville: \$30,667.00
- Fayette County School District: \$30,667.00

4. Payment

The County shall invoice the City and the Board for their respective shares.

Payments shall be remitted within thirty (30) days of receipt of an invoice unless otherwise agreed by the Parties in writing.

5. Budget and Appropriations

The obligations of each Party under this Agreement are subject to the lawful appropriation of funds by the governing authority of that Party. Nothing contained herein shall constitute a pledge of future revenues beyond those lawfully appropriated.

6. Term

This Agreement shall become effective upon execution by all Parties and shall remain in effect from July 1, 2026, through June 30, 2027.

The Parties may renew this Agreement annually upon mutual written agreement.

7. Amendments

This Agreement may be amended only by a written instrument approved and executed by all Parties.

8. Termination

Any Party may withdraw from this Agreement upon providing ninety (90) days written notice to the other Parties. The withdrawing Party shall remain responsible for its proportionate share of costs incurred through the effective date of withdrawal.

If any Party withdraws, the remaining Parties may continue the Agreement upon mutually agreed terms.

9. Liability

Each Party shall be responsible for the acts and omissions of its own officers, employees, and agents. Nothing contained herein shall be construed as a waiver of any governmental immunity, sovereign immunity, official immunity, or other protections available under Georgia law.

10. Compliance with Law

The Parties shall comply with all applicable federal, state, and local laws in carrying out their respective obligations under this Agreement.

11. Entire Agreement

This Agreement constitutes the entire understanding among the Parties concerning the matters addressed herein and supersedes all prior discussions, negotiations, and understandings.

SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

FAYETTE COUNTY, GEORGIA

By: _____

Name: _____

Title: Chair, Board of Commissioners

Date: _____

Attest: _____ County Clerk

CITY OF FAYETTEVILLE, GEORGIA

By: _____

Name: _____

Title: Mayor

Date: _____

Attest: _____ City Clerk

FAYETTE COUNTY SCHOOL DISTRICT

By: Roy A. Rabold

Name: Roy A. Rabold

Title: ~~Chair~~ Vice Chair

Date: 9/21/2024

Attest: Justin J. [Signature] Superintendent

COUNTY AGENDA REQUEST

Page 110 of 150

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to approve Resolution 2026-18 to Establish Procedures for the Administration of Design-Build Contracts for Local Transportation Projects Pursuant to O.C.G.A. § 32-4-74.

Background/History/Details:

Pursuant to O.C.G.A. § 32-4-74, this resolution provides the legal framework necessary to bundle environmental services, right-of-way acquisition, design, and construction into a single contract. By utilizing a best-value evaluation system that weighs both technical merit and price, this alternative procurement method allows the County to partner with pre-qualified design-build teams to significantly reduce project timelines, minimize road closures, and shift design-error risks away from the County for targeted transportation and SPLOST initiatives.

While design-build offers substantial schedule advantages over traditional bidding, the state statute mandates strict operational guardrails that the County must follow. Most notably, the County is legally capped from awarding more than 50% of its total prior-year construction volume via design-build, ensuring traditional competitive bidding remains the primary procurement method. Furthermore, state law dictates that the awarded joint venture must self-perform at least 30% of the construction work, and despite the bundled contract structure, physical construction cannot commence on any portion of a project until all necessary rights-of-way and easements for that specific section are fully secured.

Staff recommends approval.

What action are you seeking from the Board of Commissioners?

Approval of Resolution 2026-18 to Establish Procedures for the Administration of Design-Build Contracts for Local Transportation Projects Pursuant to O.C.G.A. § 32-4-74.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

STATE OF GEORGIA

COUNTY OF FAYETTE

R E S O L U T I O N

NO. 2026-____

**A RESOLUTION ESTABLISHING PROCEDURES FOR THE
ADMINISTRATION OF DESIGN-BUILD CONTRACTS FOR LOCAL
TRANSPORTATION PROJECTS PURSUANT TO O.C.G.A. § 32-4-74**

WHEREAS, the Fayette County Board of Commissioners is continuously seeking efficient, timely, and cost-effective methods for the delivery of local public road and transportation infrastructure projects; and

WHEREAS, the Georgia General Assembly enacted O.C.G.A. § 32-4-74, which expressly authorizes county governments to utilize the design-build contracting method for public roads and transportation projects; and

WHEREAS, pursuant to O.C.G.A. § 32-4-74(c), prior to utilizing the design-build delivery method, a county must adopt a resolution establishing procedures for the administration of design-build contracts, which must include prequalification requirements, public advertisement procedures, and criteria for evaluating technical and price proposals; and

WHEREAS, the Fayette County Board of Commissioners desires to adopt such procedures to enable the County to utilize design-build contracting for appropriate future projects.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Fayette County, Georgia, in a meeting duly assembled on October __, 2026, that the following Design-

Build Procedures are hereby adopted:

SECTION 1. AUTHORITY AND APPLICABILITY

1. The County Administrator, Assistant County Administrator, and Public Works personnel are authorized to utilize the design-build delivery method for transportation projects that provide a public benefit, including but not limited to, bridges and approaches, buildings, rail corridors, and technology deployments, where the project scope is clearly defined and significant time or cost savings can be realized.

2. A design-build contract may combine environmental services, utility relocation, right-of-way services, design, and construction into a single contract.

SECTION 2. PREQUALIFICATION REQUIREMENTS

1. Fayette County shall require all lead design-build teams, including the primary contractor and lead design firm, to be prequalified by the Georgia Department of Transportation (GDOT) for the specific classes of work outlined in the project scope.

2. Alternatively, the County may issue a Request for Qualifications (RFQ) prior to a Request for Proposals (RFP) to establish a shortlist of highly qualified respondents based on past performance, financial capacity, safety record, and design-build experience.

SECTION 3. PUBLIC ADVERTISEMENT PROCEDURES

1. All design-build solicitations (RFQs and RFPs) shall be publicly advertised for a minimum of thirty (30) days prior to the deadline for submission.

2. Advertisements shall be posted prominently on the official Fayette County website, the Georgia Procurement Registry (GPR), and in the County's legal organ.

SECTION 4. EVALUATION CRITERIA FOR PROPOSALS

1. Design-build proposals shall be evaluated based on a "Best Value" selection process, weighing both technical merit and price.
2. Technical Evaluation (minimum 30% weight): Criteria shall include project understanding, proposed design approach, schedule acceleration, maintenance of traffic (MOT) plans, and environmental impact mitigation.
3. Price Proposal (minimum 30% weight): Evaluated based on total guaranteed maximum price or lump sum, as specified in the RFP.

SECTION 5. STATUTORY LIMITATIONS AND COMPLIANCE

1. Volume Cap: Fayette County shall not award more than 50 percent of the total amount of construction projects awarded in the previous fiscal year via design-build contracts.
2. Self-Performance: The awarded design-build firm or joint venture must self-perform a minimum of thirty percent (30%) of the total construction project work.
3. Right-of-Way Readiness: No physical construction activities shall commence on any portion of a design-build project until the County has secured the necessary rights-of-way, easements, and utility agreements for that specific portion of the project.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its adoption.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

SO RESOLVED this _____ day of _____, 2026.

BOARD OF COMMISSIONERS
FAYETTE COUNTY

(SEAL)

By: _____
Lee Hearn, Chairman

ATTEST:

Tameca P. Smith, County Clerk

Approved as to form:

County Attorney

COUNTY AGENDA REQUEST

Page 115 of 150

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to award Bid 27015-A: Fire Station #7 Remodel to Benning Construction in the amount of \$69,081.86, and to transfer \$9,081.86 from Capital Project 273AD - Fire Station 6 Remodel to Capital Project 273AE - Fire Station 7 Remodel to complete the project.

Background/History/Details:

Fire Station #7 (located in the Town of Woolsey) remodel project was originally funded at \$60,000. The final awarded quote to conduct the work was \$69,081.86 which requires an adjustment of \$9,081.86.

Fire Station #6 remodel project was originally funded at \$65,000. The final awarded quote to conduct that work was less than the budgeted amount, leaving enough funds available to complete the Station 7 remodel project.

What action are you seeking from the Board of Commissioners?

Approval to award Bid 27015-A: Fire Station #7 Remodel to Benning Construction in the amount of \$69,081.86, and to transfer \$9,081.86 from Capital Project 273AD - Fire Station 6 Remodel to Capital Project 273AE - Fire Station 7 Remodel to complete the project.

If this item requires funding, please describe:

Capital Project 273AE with transferred funds from Capital Project 273AD

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 *TLB*

From: Colette Cobb *CC*

Date: October 22, 2026

Subject: Contract 27015-A: Fire Station #7 Remodel

The Purchasing Department issued Request for Quotes 27015-A to secure a contractor for the remodel at Fire Station #7. Notice of the opportunity was emailed to 9 companies. Another 301 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code 91065 (Remodeling and Alteration Services). The offer was also advertised through the County's website.

Three companies submitted a bid (Attachment 1).

Fire & EMS recommends awarding to Benning Construction Company in the amount of \$69,081.86. Fire & EMS is also requesting a transfer of \$9,081.86 from 273AD to 273AE to fund this remodel.

A Contractor Performance Evaluation is not available since this is the first time contracting with Benning Construction Company. Fire & EMS checked their references, and the results were favorable.

Specifics of the proposed contract are as follows:

Contract Name	27015-A: Fire Station #7 Remodel	
Contractor	Benning Construction Company	
Contract Amount	\$69,081.86	
Budget:		
Org Code	37230550	Fire Services
Object	541210	Other Improvements
Project	273AE	Fire Station 7 Remodel
Available	\$60,000.00	As of 10/13/2026
Transfer	<u>\$ 9,081.86</u>	From 273AD
Total	\$69,081.86	

**RFQ 27015-A Fire Station #7 Remodel
Tally Sheet**

ATTACHMENT 1

Benning Construction		Prime Contractors		Technaserv Corporation	
Cabinets	\$ 30,053.66	Cabinets	\$ 36,429.00	Cabinets	\$ 65,300.00
Cabinet Handles	\$ 672.03	Cabinet Handles	Included above	Cabinet Handles	\$ 1,000.00
Faucets	\$ 1,832.82	Faucets	\$ 2,816.00	Faucets	\$ 660.00
Countertops	\$ 11,209.95	Countertops	\$ 16,921.00	Countertops	\$ 15,400.00
Flooring	\$ 8,018.61	Flooring	\$ 8,837.00	Flooring	\$ 12,000.00
Painting	\$ 17,294.79	Painting	\$ 17,472.00	Painting	\$ 24,600.00
Other		Other	\$ 17,524.00	Other	
Total	\$ 69,081.86	Total	\$ 99,999.00	Total	\$ 118,960.00

COUNTY AGENDA REQUEST

Page 118 of 150

Department: Legal

Presenter(s): County Attorney

Meeting Date: Thursday, October 22, 2026

Type of Request: New Business #14

Wording for the Agenda:

Consideration of the approval to present Resolution 2026-19 to change the Board of Elections appointments to staggered terms in a Legislative Package to the Georgia General Assembly for consideration at its upcoming session.

Background/History/Details:

If approved Resolution 2026-19 will be presented to the Georgia General Assembly as part of the County's legislative package for consideration to amend the enabling legislation of the Board of Commissioners of Fayette County.

The Board of Commissioners has determined it to be in the best interests of Fayette County and its citizens that the terms of the members of the Board of Elections of Fayette County be staggered and that legislation be adopted to revise the terms of the two (2) positions on the Board of Elections that were created by House Bill 1557 so that said terms expire on January 31, 2030.

What action are you seeking from the Board of Commissioners?

Approval of Resolution 2026-19 to change the Board of Elections appointments to staggered terms in a Legislative Package to the Georgia General Assembly for consideration at its upcoming session.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years? Yes

If so, when? 10/23/2025

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

Backup Provided with Request? Yes

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

Approved by Finance Yes

Reviewed by Legal No

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

STATE OF GEORGIA

FAYETTE COUNTY

RESOLUTION

NO. 2026-__

A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR FAYETTE COUNTY; TO REQUEST THAT THE GENERAL ASSEMBLY FOR THE STATE OF GEORGIA PASS LOCAL LEGISLATION REVISING THE TERMS FOR MEMBERS OF THE BOARD OF ELECTIONS OF FAYETTE COUNTY; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.

WHEREAS, the Board of Commissioners for Fayette County (the “County”) is the duly elected governing authority for the County; and

WHEREAS, the Board of Commissioners has the authority to request the General Assembly for the State of Georgia to adopt local legislation pertaining to the Board of Elections of Fayette County, which was created by local legislation approved on March 24, 1994 (Ga. L. 1994, p. 3712); and

WHEREAS, earlier this year, the General Assembly adopted House Bill 1557, which increased the number of members of the Board of Elections of Fayette County to five (5) and established initial terms for the two (2) new members to end on January 31, 2028; and

WHEREAS, two (2) of the three (3) positions on the Board of Elections of Fayette County that existed prior to the adoption of House Bill 1557 also had terms that are set to end on January 31, 2028; and

WHEREAS, as a result of the foregoing, the Board of Elections of Fayette County will have four (4) positions become vacant on January 31, 2028; and

WHEREAS, the Board of Commissioners has determined it to be in the best interests of Fayette County and its citizens that the terms of the members of the Board of Elections of Fayette County be staggered and that legislation be adopted to revise the terms of the two (2) positions on the Board of Elections that were created by House Bill 1557 so that said terms expire on January 31, 2030; and

WHEREAS, the Board of Commissioners also believe that Subsection (e) of Section 2, as set out in House Bill 1557, contains language that is in error; and

WHEREAS, the Board of Commissioners has determined it to be in the best interests of Fayette County and its citizens that the language of said Subsection (e) of Section 2, as set out in House Bill 1557, be amended to provide that the current member selected by governing authority of the county shall have his or her successor selected as provided for in Subsection (c) of Section 2 rather than Subsection (b) of Section 2; and

WHEREAS, a draft of the local legislation requested by the Board of Commissioners is attached hereto as Exhibit “A” and made a part hereof by this reference.

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners for Fayette County, Georgia, hereby requests that the General Assembly adopt local legislation amending Ga. L. 1994, p. 3712, by removing Subsections (e) and (f) of Section 2, in their entirety, and by replacing them with the following:

- (e) Those members of the board serving on the effective date of this section shall serve out the terms to which they were appointed. The current member selected by the governing authority of the county shall have his or her successor

selected as provided for in subsection (c) of this section.

(f) The initial fourth and fifth members of the board appointed pursuant to this section shall be appointed pursuant to subsection (b) of this section with one such member being nominated by each respective political party. Such members shall be appointed to initial terms ending on January 31, 2030.

SO RESOLVED this ____ day of _____, 2026.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

By: _____
Lee Hearn, Chairman

(SEAL)

ATTEST:

Tameca P. Smith, County Clerk

Approved as to form:

County Attorney

FAYETTE COUNTY – BOARD OF ELECTIONS; TERMS OF MEMBERS

No. __ (House Bill No. __)

AN ACT

To amend an Act to provide for the re-creation of the board of elections for Fayette County, approved March 24, 1994 (Ga. L. 1994, p. 3712), as amended, so as to revise the terms of the members of the board; to provide for related matters; to provide an effective date; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

An Act to provide for the re-creation of the board of elections for Fayette County, approved March 24, 1994 (Ga. L. 1994, p. 3712), as amended, is amended by revising subsections (e) and (f) of Section 2 as follows:

“(e) Those members of the board serving on the effective date of this section shall serve out the terms to which they were appointed. The current member selected by the governing authority of the county shall have his or her successor selected as provided for in subsection (c) of this section.

(f) The initial fourth and fifth members of the board appointed pursuant to this section shall be appointed pursuant to subsection (b) of this section with one

such member being nominated by each respective political party. Such members shall be appointed to initial terms ending on January 31, 2030.”

SECTION 2.

This Act shall become effective upon its approval by the Governor or upon its becoming law without such approval.

SECTION 3.

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

COUNTY AGENDA REQUEST

Page 124 of 150

Department: Legal

Presenter(s): County Attorney

Meeting Date: Thursday, October 22, 2026

Type of Request: New Business #15

Wording for the Agenda:

Consideration of the approval of Resolution 2026-20 requesting the Georgia General Assembly, during its upcoming session, consider and enact local legislation amending the Magistrate Court to establish staggered terms.

Background/History/Details:

If approved, Resolution 2026-20 will be presented to the Georgia General Assembly as part of the County's legislative package for consideration to amend the enabling legislation of the Board of Commissioners of Fayette County.

What action are you seeking from the Board of Commissioners?

Approval of Resolution 2026-20 to request that the Georgia General Assembly pass local legislation amending the Magistrate Court to staggered terms.

If this item requires funding, please describe:

Not applicable.

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

If so, when? Thursday, October 23, 2025

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

Backup Provided with Request? Yes

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

Approved by Finance Yes

Reviewed by Legal Yes

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

STATE OF GEORGIA

FAYETTE COUNTY

RESOLUTION

NO. 2026-__

A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR FAYETTE COUNTY; TO REQUEST THAT THE GENERAL ASSEMBLY FOR THE STATE OF GEORGIA PASS LOCAL LEGISLATION ESTABLISHING STAGGERED TERMS FOR MAGISTRATES; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.

WHEREAS, the Board of Commissioners for Fayette County (the “County”) is the duly elected governing authority for the County; and

WHEREAS, the Board of Commissioners has the authority to request the General Assembly for the State of Georgia to adopt local legislation pertaining to the Magistrate Court of Fayette County, which was created by local legislation approved on April 1, 1983 (Ga. L. 1983, p. 3707), as amended, particularly by an Act approved March 19, 1987 (Ga. L. 1987, p. 4406); and

WHEREAS, currently, all four magistrates of the Magistrate Court of Fayette County are serving four (4) year terms that are set to expire on December 31, 2028, with the terms of their successors to expire on December 31, 2032; and

WHEREAS, the Board of Commissioners has determined it to be in the best interests of Fayette County and its citizens that the terms of the magistrates for the Magistrate Court of

Fayette County be staggered so that two (2) sets of magistrates are elected every other year; and

WHEREAS, a draft of the local legislation requested by the Board of Commissioners is attached hereto as Exhibit “A” and made a part hereof by this reference.

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners for Fayette County, Georgia, hereby requests that the General Assembly adopt local legislation amending Ga. L. 1983, p. 3707, as amended, particularly by Ga. L. 1987, p. 4406, by removing Subsections (c) and (d) of Section 2, in their entirety, and by replacing them with the following:

(c) The magistrates in office for Post 1 (held by Christy A. Dunkelberger) and Post 4 (held by David R. Moore until January 31, 2027) on the effective date of this subsection shall serve out the terms for which they were elected. The successors of the magistrates in office for Post 1 and Post 4 shall be nominated and elected by the voters of Fayette County in the 2028 general nonpartisan election for terms beginning on January 1, 2029. The terms of office for such magistrates taking office for Post 1 and Post 4 on January 1, 2029, shall be for two years. The successors of such magistrates taking office for Post 1 and Post 4 on January 1, 2029, shall be nominated and elected in the 2030 general nonpartisan election for terms beginning on January 1, 2031. Future successors shall likewise be elected at the nonpartisan general election quadrennially thereafter, for terms of office beginning on the first day of January next following their election. The term of office of any magistrate taking office for Post 1 and Post 4 on or after January 1, 2031, shall be for four years beginning on the first day of January next following their election. Vacancies for any reason shall be filled by appointment by the chief judge of the Superior Court of Fayette County.

(d) The magistrates in office for Post 2 (held by Robert A. Ruppenthal) and Post 3 (held by Kathy Brown Valencia) on the effective date of this subsection shall serve out the terms for which they were elected. The successors of the magistrates in office for Post 2 and Post 3 shall be nominated and elected by the voters of Fayette County in the 2028 general nonpartisan election for terms beginning on January 1, 2029. Future successors shall likewise be elected at the nonpartisan general election quadrennially thereafter, for terms of office beginning on the first day of January next following their election. The term of office of any magistrate taking office for Post 2 and Post 3 on or after January 1, 2029, shall be for four years beginning on the first day of January next following their election. Vacancies for any reason shall be filled by appointment by the chief judge of the Superior Court of Fayette County.

SO RESOLVED this ____ day of _____, 2026.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

By: _____
Lee Hearn, Chairman

(SEAL)

ATTEST:

Tameca P. Smith, County Clerk

Approved as to form:

County Attorney

FAYETTE COUNTY – MAGISTRATE COURT; ELECTIONS

No. __ (House Bill No. __)

AN ACT

To amend an Act relating to the Magistrate Court of Fayette County, approved April 1, 1983 (Ga. L. 1983, p. 3707), as amended, particularly by an Act approved March 19, 1987 (Ga. L. 1987, p. 4406), so as to provide for staggered terms for magistrates; to provide for related matters; to provide an effective date; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

An Act relating to the Magistrate Court of Fayette County, approved April 1, 1983 (Ga. L. 1983, p. 3707), as amended, particularly by an Act approved March 19, 1987 (Ga. L. 1987, p. 4406), is amended by revising subsections (c) and (d) of Section 2 as follows:

“(c) The magistrates in office for Post 1 (held by Christy A. Dunkelberger) and Post 4 (held by David R. Moore until January 31, 2027) on the effective date of this subsection shall serve out the terms for which they were elected. The successors of the magistrates in office for Post 1 and Post 4 shall be nominated and elected by the voters of Fayette County in the 2028 general nonpartisan election for terms beginning on January 1, 2029. The terms of office for such magistrates taking office for Post 1 and Post 4 on January 1, 2029, shall be for

two years. The successors of such magistrates taking office for Post 1 and Post 4 on January 1, 2029, shall be nominated and elected in the 2030 general nonpartisan election for terms beginning on January 1, 2031. Future successors shall likewise be elected at the nonpartisan general election quadrennially thereafter, for terms of office beginning on the first day of January next following their election. The term of office of any magistrate taking office for Post 1 and Post 4 on or after January 1, 2031, shall be for four years beginning on the first day of January next following their election. Vacancies for any reason shall be filled by appointment by the chief judge of the Superior Court of Fayette County.

(d) The magistrates in office for Post 2 (held by Robert A. Ruppenthal) and Post 3 (held by Kathy Brown Valencia) on the effective date of this subsection shall serve out the terms for which they were elected. The successors of the magistrates in office for Post 2 and Post 3 shall be nominated and elected by the voters of Fayette County in the 2028 general nonpartisan election for terms beginning on January 1, 2029. Future successors shall likewise be elected at the nonpartisan general election quadrennially thereafter, for terms of office beginning on the first day of January next following their election. The term of office of any magistrate taking office for Post 2 and Post 3 on or after January 1, 2029, shall be for four years beginning on the first day of January next following their election. Vacancies for any reason shall be filled by appointment by the chief judge of the Superior Court of Fayette County.”

SECTION 2.

This Act shall become effective upon its approval by the Governor or upon its becoming law without such approval.

SECTION 3.

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

COUNTY AGENDA REQUEST

Page 132 of 150

Department: Legal

Presenter(s): County Attorney

Meeting Date: Thursday, October 22, 2026

Type of Request: New Business #16

Wording for the Agenda:

Consideration of the approval of Resolution 2026-21 requesting the Georgia General Assembly, during its upcoming session, consider and enact local legislation amending the Fayette County Board of Commissioners compensation calculations.

Background/History/Details:

If approved, Resolution 2026-21 will be presented to the Georgia General Assembly as part of the County's legislative package for consideration to amend the enabling legislation of the Board of Commissioners of Fayette County.

What action are you seeking from the Board of Commissioners?

Approval of Resolution 2026-21 requesting the Georgia General Assembly, during its upcoming session, consider and enact local legislation amending the Fayette County Board of Commissioners compensation calculations.

If this item requires funding, please describe:

Not applicable.

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

If so, when? Thursday, October 23, 2025

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

Backup Provided with Request? Yes

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

Approved by Finance Yes

Reviewed by Legal Yes

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

STATE OF GEORGIA

FAYETTE COUNTY

RESOLUTION

NO. 2026-__

A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR FAYETTE COUNTY; TO REQUEST THAT THE GENERAL ASSEMBLY FOR THE STATE OF GEORGIA PASS LOCAL LEGISLATION REVISING THE COMPENSATION OF THE CHAIRPERSON OF THE BOARD OF COMMISSIONERS AND MEMBERS OF THE BOARD OF COMMISSIONERS; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.

WHEREAS, the Board of Commissioners for Fayette County (the “County”) is the duly elected governing authority for the County; and

WHEREAS, the Board of Commissioners has the authority to request the General Assembly for the State of Georgia to adopt local legislation pertaining to the Board of Commissioners of Fayette County, which was created by local legislation approved on March 9, 1959 (Ga. L. 1959, p. 2431), as amended, particularly by an Act approved March 30, 1977 (Ga. L. 1977, p. 4264), an Act approved March 19, 1987 (Ga. L. 1987, p. 4409), an Act approved April 13, 1992 (Ga. L. 1992, p. 6221), and an Act approved April 5, 1993 (Ga. L. 1993, p. 4920); and

WHEREAS, Section 7 of said Act provides for compensation of the chairperson and members of the Board of Commissioners of Fayette County; and

WHEREAS, currently, said Act provides that the chairperson is to be compensated annually in an amount equal to 21 percent of the base state salary of a superior court judge and that the other four members of the Board of Commissioners are to be compensated annually in an amount equal to 16.5 percent of the base state salary of a superior court judge; and

WHEREAS, O.C.G.A. § 1-3-12(a) provides that any local law in effect as of July 1, 2025, that provides for a salary, supplement, or other compensation to be paid to a state, county, or local officer, official, or employee based on a percentage of, total compensation for, or similar mathematical relationship to any superior court judge's salary, supplement, or other compensation shall be suspended as a matter of law with respect to any increase in the salary, supplement, or other compensation paid to a superior court judge during the term of such suspension; and

WHEREAS, as a result of said O.C.G.A. § 1-3-12(a), the provisions of the Act basing the compensation for the chairperson and members of the Board of Commissioners on the state salary of a superior court judge are no longer applicable; and

WHEREAS, in addition, the compensation for the chairperson and members of the Board of Commissioners is frozen under the current terms of Section 7 of the Act and will not be subject to any increase unless the terms of Section 7 of the Act are changed; and

WHEREAS, the Board of Commissioners believe that the compensation for the chairperson and members of the Board of Commissioners should be increased to better reflect the responsibilities and duties placed on the individuals holding such positions; and

WHEREAS, the Board of Commissioners respectfully request that the General Assembly adopt new language for Section 7 of the Act to set the compensation for the chairperson and members of the Board of Commissioners to a fixed amount no longer tied to the

base state salary of a superior court judge; and

WHEREAS, a draft of the local legislation requested by the Board of Commissioners is attached hereto as Exhibit “A” and made a part hereof by this reference.

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners for Fayette County, Georgia, hereby requests that the General Assembly adopt local legislation amending an Act approved on March 9, 1959 (Ga. L. 1959, p. 2431), as amended, particularly by an Act approved March 30, 1977 (Ga. L. 1977, p. 4264), an Act approved March 19, 1987 (Ga. L. 1987, p. 4409), an Act approved April 13, 1992 (Ga. L. 1992, p. 6221), and an Act approved April 5, 1993 (Ga. L. 1993, p. 4920), by removing Section 7, in its entirety, and by replacing it with the following:

Section 7. The chairperson of the Board of Commissioners of Fayette County shall be compensated annually in an amount equal to \$31,645.96, payable in equal monthly installments from the funds of Fayette County. The other four members of the board shall each be compensated annually in an amount equal to \$25,400.40, payable in equal monthly installments from the funds of Fayette County.

SO RESOLVED this ____ day of _____, 2026.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

By: _____
Lee Hearn, Chairman

(SEAL)

ATTEST:

Tameca P. Smith, County Clerk

Approved as to form:

County Attorney

FAYETTE COUNTY – BOARD OF COMMISSIONERS; COMPENSATION

No. __ (House Bill No. __)

AN ACT

To amend an Act creating the Board of Commissioners of Fayette County, approved March 9, 1959 (Ga. L. 1959, p. 2431), as amended, particularly by an Act approved March 30, 1977 (Ga. L. 1977, p. 4264), an Act approved March 19, 1987 (Ga. L. 1987, p. 4409), an Act approved April 13, 1992 (Ga. L. 1992, p. 6221), and an Act approved April 5, 1993 (Ga. L. 1993, p. 4920), so as to change the provision relating to the compensation of the chairperson of the Board of Commissioners of Fayette County and members of the Board of Commissioners of Fayette County; to provide for related matters; to provide an effective date; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

An Act creating the Board of Commissioners of Fayette County, approved March 9, 1959 (Ga. L. 1959, p. 2431), as amended, particularly by an Act approved March 30, 1977 (Ga. L. 1977, p. 4264), an Act approved March 19, 1987 (Ga. L. 1987, p. 4409), an Act approved April 13, 1992 (Ga. L. 1992, p. 6221), and an Act approved April 5, 1993 (Ga. L. 1993, p. 4920), is amended by striking Section 7 in its entirety and inserting in its place a new Section 7 to read as follows:

“Section 7. The chairperson of the Board of Commissioners of Fayette County shall be compensated annually in an amount equal to \$31,645.96, payable in equal monthly installments from the funds of Fayette County. The other four members of the board shall each be compensated annually in an amount equal to \$25,400.40, payable in equal monthly installments from the funds of Fayette County.”

SECTION 2.

This Act shall become effective on the first day of the month following the month in which it is approved by the Governor or in which it becomes law without such approval.

SECTION 3.

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

COUNTY AGENDA REQUEST

Page 139 of 150

Department: Legal

Presenter(s): County Attorney

Meeting Date: Thursday, October 22, 2026

Type of Request: New Business #17

Wording for the Agenda:

Consideration of the approval of Resolution 2026-22 requesting the Georgia General Assembly, during its upcoming session, consider and enact local legislation regarding regulation of Private Water System.

Background/History/Details:

If approved, Resolution 2026-22 will be presented to the Georgia General Assembly as part of the County's legislative package for consideration for the upcoming legislative term.

What action are you seeking from the Board of Commissioners?

Approval of Resolution 2026-22 requesting the Georgia General Assembly, during its upcoming session, consider and enact local legislation regarding regulation of Private Water System.

If this item requires funding, please describe:

Not applicable.

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

If so, when? Thursday, October 23, 2025

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

Backup Provided with Request? Yes

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

Approved by Finance Yes

Reviewed by Legal Yes

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

STATE OF GEORGIA

FAYETTE COUNTY

RESOLUTION

NO. 2026-__

A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR FAYETTE COUNTY; TO REQUEST THAT THE GENERAL ASSEMBLY ADOPT LEGISLATION TO REGULATE PRIVATE WATER SYSTEMS; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.

WHEREAS, the Board of Commissioners for Fayette County (the “County”) is the duly elected governing authority for the County; and

WHEREAS, the Board of Commissioners has noted a growing concern both within Fayette County and throughout the State of Georgia regarding the lack of regulations for private water systems; and

WHEREAS, multiple private water systems currently exist within Fayette County, and the Board of Commissioners has been presented with a number of complaints regarding water availability and water pressure with respect to such systems; and

WHEREAS, the Board of Commissioners is also aware of concerns about the high rates paid by customers of such private water systems, both within Fayette County and throughout the State of Georgia; and

WHEREAS, while the Board of Commissioners and the Fayette County Water System have worked with the owners of some of these private water systems to alleviate the issues that

have been presented, the Board of Commissioners believes that the lack of regulations on such systems has prevented adequate and satisfactory resolution of such issues; and

WHEREAS, the Board of Commissioners believes that the issues it has encountered with private water systems is a problem experienced by jurisdictions across the State of Georgia and, as a result, believes that stronger State-level regulations are the best and most effective way to deal with is problem; and

WHEREAS, the Board of Commissioners requests that the General Assembly initiate a study of private water systems and adopt legislation placing stronger regulations on such systems; and

WHEREAS, the Board of Commissioners is prepared to provide whatever assistance to the General Assembly is required to address this issue, including providing information pertaining to its experiences with private water systems in Fayette County.

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners for Fayette County, Georgia, hereby requests that the General Assembly initiate a study of private water systems with the stated purpose of developing regulations on such systems. It is further resolved that the Fayette County Water System and its officials, as well as the County Administrator and other relevant County officials, are hereby directed to provide assistance to the General Assembly as required to investigate the problems and issues with private water systems encountered in Fayette County.

SO RESOLVED this ____ day of _____, 2026.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

By: _____
Lee Hearn, Chairman

(SEAL)

ATTEST:

Tameca P. Smith, County Clerk

Approved as to form:

County Attorney

COUNTY AGENDA REQUEST

Page 143 of 150

Department: Legal

Presenter(s): County Attorney

Meeting Date: Thursday, October 22, 2026

Type of Request: New Business #18

Wording for the Agenda:

Consideration of the approval of Resolution 2026-23 requesting the Georgia General Assembly, during its upcoming session, consider and enact local legislation regarding Local Homestead Option Sales Tax (LHOST).

Background/History/Details:

If approved, Resolution 2026-23 will be presented to the Georgia General Assembly as part of the County's legislative package for consideration for the upcoming legislative term.

What action are you seeking from the Board of Commissioners?

Approval of Resolution 2026-23 requesting the Georgia General Assembly, during its upcoming session, consider and enact local legislation regarding Local Homestead Option Sales Tax (LHOST).

If this item requires funding, please describe:

Not applicable.

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

If so, when? Thursday, October 23, 2025

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

Backup Provided with Request? Yes

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

Approved by Finance Yes

Reviewed by Legal Yes

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes:

STATE OF GEORGIA

FAYETTE COUNTY

RESOLUTION

NO. 2026-__

A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR FAYETTE COUNTY; TO REQUEST THAT THE GENERAL ASSEMBLY FOR THE STATE OF GEORGIA PASS LOCAL LEGISLATION CALLING FOR A REFERENDUM TO DETERMINE WHETHER TO IMPOSE A LOCAL HOMESTEAD OPTION SALES TAX FOR THE SPECIAL DISTRICT OF FAYETTE COUNTY; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.

WHEREAS, the Board of Commissioners for Fayette County (the “County”) is the duly elected governing authority for the County; and

WHEREAS, the Board of Commissioners has the authority to request the General Assembly for the State of Georgia to adopt local legislation pertaining to conducting a referendum to determine whether to impose a Local Homestead Option Sales Tax for Fayette County; and

WHEREAS, the Board of Commissioners has determined it to be in the best interests of Fayette County and its citizens that legislation be adopted to conduct a referendum to determine whether to impose a Local Homestead Option Sales Tax for Fayette County; and

WHEREAS, a draft of the local legislation requested by the Board of Commissioners is contained within this Resolution.

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners for Fayette County, Georgia, hereby requests that the General Assembly adopt local legislation pertaining to conducting a referendum to determine whether to impose a Local Homestead Option Sales Tax for Fayette County, as follows:

1.

(a) As used in this Act, the term:

(1) “Ad valorem taxes for Fayette County purposes” means all ad valorem taxes imposed by the governing authority of Fayette County for all purposes.

(2) “Homestead property” shall have the same meaning as provided in Code Section 48-8-109.50 of the O.C.G.A.

(3) “Local Homestead Option Sales Tax” or “LHOST” means the special sales and use tax established under Article 2C of Chapter 8 of Title 48 of the O.C.G.A.

(4) “Special district of Fayette County” means the special district conterminous with Fayette County which was established by Code Section 48-8-109.51 of the O.C.G.A.

(5) “Local tax official” means the tax official charged with the duty of receiving applications for homestead exemptions for Fayette County.

(b) Each resident of the special district is granted an exemption from ad valorem taxes for Fayette County purposes on such person’s homestead property within the special district of Fayette County in the amount of the assessed value of such homestead property as is determined annually in accordance with Code Section 48-8-109.57 of the O.C.G.A. for the special district of Fayette County based upon the net proceeds of the LHOST collected within the special district of Fayette County. The value of such property in excess of such exempted amount shall remain subject to taxation.

(c) A person shall not receive the homestead exemption granted by subsection (b) of this section unless such person or person's agent files an application with the local tax official giving such information relative to receiving such exemption as will enable the local tax official to make a determination regarding the initial and continuing eligibility of such person for such exemption; provided, however, any person who previously applied for another homestead exemption from ad valorem taxes imposed by Fayette County, was allowed such homestead exemption for the immediately preceding tax year, and remains eligible for such homestead exemption for that same homestead property in the current tax year shall be allowed the exemption granted under subsection (b) of this section for that homestead without the application otherwise required by this subsection. The local tax official shall provide application forms for the purposes of this subsection.

(d) The exemption shall be claimed and returned as provided in Code Section 48-5-50.1 of the O.C.G.A. Once granted to a person, the exemption shall be automatically renewed from year to year without application so long as the person granted the homestead exemption under subsection (b) of this section occupies such residence as a homestead and otherwise remains eligible for such exemption. It shall be the duty of any person granted the homestead exemption under subsection (b) of this section to notify the local tax official in the event that such person for any reason becomes ineligible for such exemption.

(e) In accordance with the provisions of subsection (c) of Code Section 48-8-109.52 of the O.C.G.A., the exemption granted by subsection (b) of this section:

- (1) Shall not apply to or affect any taxes other than ad valorem taxes for Fayette County purposes.
- (2) Shall only apply to those portions of real property located within the special

district of Fayette County.

(3) Shall be in addition to and not in lieu of any other homestead exemption applicable to ad valorem taxes for county purposes.

(4) The exemption granted by subsection (b) of this section shall apply to all taxable years beginning on or after **January 1, 2028**.

2.

(a) The election superintendent of Fayette County shall call and conduct an election as provided in this section for the purpose of submitting this Act to the electors of Fayette County for approval or rejection. The election superintendent shall conduct that election on November 2, 2027, and shall issue the call and conduct that election as provided by general law. The election superintendent shall cause the date and purpose of the election to be published once a week for two weeks immediately preceding the date thereof in the official organ of Fayette County. The ballot shall have written or printed thereon the words:

“() YES Shall the Act be approved which provides a homestead exemption from Fayette County ad valorem taxes for county purposes in an amount of the assessed value of the homestead property as is determined annually using the proceeds of a new 1 percent Local Homestead Option Sales Tax to be imposed within the special district of Fayette County for ten (10) years as a result of such Act?”

(b) All persons desiring to vote for approval of the Act shall vote “Yes,” and all persons desiring to vote for rejection of the Act shall vote “No.” If more than one-half of the votes cast on such question are for approval of the Act, Section 1 of this Act shall become of full

force and effect on **January 1, 2028**. If the Act is not so approved or if the election is not conducted as provided in this section, Section 1 of this Act shall not become effective, and this Act shall be automatically repealed on the 365th calendar day following the election date provided for in this section. The expense of such election shall be borne by Fayette County. It shall be the election superintendent's duty to certify the result thereof to the Secretary of State.

(c) The provisions of this section shall be mandatory upon the election superintendent and are not intended as directory. If the election superintendent fails or refuses to comply with this section, any elector of Fayette County may apply for a writ of mandamus to compel the election superintendent to perform his or her duties under this section. If the court finds that the election superintendent has not complied with this section, the court shall fashion appropriate relief requiring the election superintendent to call and conduct such election on the date required by this section or on the next date authorized for special elections provided for in Code Section 21-2-540 of the O.C.G.A.

3.

Except as otherwise provided in Section 2 of this Act, this Act shall become effective upon its approval by the Governor or upon its becoming law without such approval.

4.

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

SO RESOLVED this ____ day of October, 2026.

BOARD OF COMMISSIONERS OF
FAYETTE COUNTY, GEORGIA

By: _____
Lee Hearn, Chairman

(SEAL)

ATTEST:

Tameca P. Smith, County Clerk

Approved as to form:

County Attorney

COUNTY AGENDA REQUEST

Page 150 of 150

Department: Legal

Presenter(s): County Attorney

Meeting Date: Thursday, October 22, 2026

Type of Request: New Business #19

Wording for the Agenda:

Request to present the following Resolutions in a Legislative Package to the Georgia General Assembly for consideration at its upcoming session: (A)Resolution 2026-19;Board of Elections Staggered Terms, (B)Resolution 2026-20;Magistrate Court Staggered Terms, (C) Resolution 2026-21;Board of Commissioners Compensation, (D)Resolution 2026-22; Regulation of Private Water System and (E)

Background/History/Details:

(E) Resolution 2026-23; Local Homestead Option Sales Tax (LHOST).

The proposed Legislative Package consists of (A) Resolution 2026-19; Board of Elections Staggered Terms, (B) Resolution 2026-20; Magistrate Court Staggered Terms, (C) Resolution 2026-21; Board of Commissioners Compensation, (D) Resolution 2026-22; Regulation of Private Water System and (E) Resolution 2026-23; Local Homestead Option Sales Tax (LHOST).

What action are you seeking from the Board of Commissioners?

Approval to present the following Resolutions in a Legislative Package to the Georgia General Assembly for consideration at its upcoming session: (A) Resolution 2026-19; Board of Elections Staggered Terms, (B) Resolution 2026-20; Magistrate Court Staggered Terms, (C) Resolution 2026-21; Board of Commissioners Compensation, (D) Resolution 2026-22; Regulation of Private Water System and (E) Resolution 2026-23; Local Homestead Option Sales Tax (LHOST).

If this item requires funding, please describe:

Not applicable.

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

If so, when?

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

Backup Provided with Request? Yes

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

Approved by Finance Not Applicable

Reviewed by Legal Yes

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

Staff Notes: