

## 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

March 13, 2025  
5:00 p.m.

---

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

### **OFFICIAL SESSION:**

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

### **PROCLAMATION/RECOGNITION:**

### **PUBLIC HEARING:**

### **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:**

1. Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Vicki Adams, in the amount of \$1,969.56 for tax year(s) 2022 and 2023. (pages 3-4)
2. Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Noah VanOosterhout, in the amount of \$2,206.77 for tax year 2023. (pages 5-6)
3. Approval of Board of Assessors' recommendation to approve a disposition of tax refund for Monica Realty Inc. in the amount of \$1,741.03 for tax year 2023. (pages 7-8)
4. Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Kristin Smith, in the amount of \$2,511.88 for tax year 2024. (pages 9-10)
5. Approval of Board of Assessors' recommendation to deny tax refund submitted by Richard Moye based on retroactive homestead exemption request. (pages 11-12)

6. Approval of Intergovernmental Agreement with the City of Fayetteville allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in City of Fayetteville in 2025. (pages 13-19)
7. Approval of an Intergovernmental Agreement with the City of Peachtree City allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Peachtree City in 2025. (pages 20-26)
8. Approval of an Intergovernmental Agreement with the Town of Tyrone allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Town of Tyrone in 2025. (pages 27-33)
9. Approval of an Intergovernmental Agreement with the Town of Brooks allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Town of Brooks in 2025. (pages 34-37)
10. Approval of request from City of Fayetteville to grant a sewer easement across Fayette County property at 245 Booker Avenue (Parcel 0524 04001), to extend City sanitary sewer service to a new development located adjacent to Fayette County's property. (pages 38-46)
11. Acknowledgment of Sheriff Barry H. Babb's decision to liquidate county vehicles at auction. (pages 47-51)
12. Approval of the February 27, 2025, Board of Commissioners Meeting Minutes. (pages 52-64)

**OLD BUSINESS**

**NEW BUSINESS:**

13. Consideration to enter into an Intergovernmental Agreement between Fayette County and the City of Fairburn to supply potable water to residents and businesses within the City of Fairburn and for the City of Fairburn to pay an additional \$2,500,000 for supply this capacity. (pages 65-72)

**ADMINISTRATOR'S REPORTS:**

**ATTORNEY'S REPORTS:**

**COMMISSIONERS' REPORTS:**

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Vicki Adams, in the amount of \$1,969.56 for tax year 2022 and 2023.

Background/History/Details:

When a taxpayer believes that an error has occurred, with respect to taxes paid to Fayette County on Real Estate and Personal Property tax bills, they have the right to request a refund under O.G.G.A. 48-5-380. This request is given to the Assessors' Office for review of the details. Appropriate recommendation(s) are then forwarded to the Board of Commissioners' for final consideration of said requests.

Request made by Vicki Adams for residential property parcel 07-1201-001. On February 6, 2025, a request for a partial refund of taxes was received. The request was based on a discrepancy in basement square footage and finish. Taxpayer is eligible under the refund statute for a refund for tax year(s) 2022 and 2023.

Board of Assessors recommend approval.

What action are you seeking from the Board of Commissioners?

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Vicki Adams, in the amount of \$1,969.56 for tax year 2022 and 2023.

If this item requires funding, please describe:

The funding required will be for those refund requests where the overpayment of taxes (voluntarily or involuntarily) was a direct result of property that had previously been erroneously assessed and taxes have already been collected from the taxpayer(s).

Has this request been considered within the past two years?

If so, when?

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

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

MEMORANDUM

TO: Fayette County Board of Commissioners  
FROM: Fayette County Board of Assessors  
DATE: February 20, 2025  
Re: Tax Refund Request – Adams

Ms. Vicki Adams has requested a partial refund of taxes for tax year 2022 and 2023 based on an error in square footage and finish of the basement.

Ms. Adams appealed her property value in 2024. During the appeal process, an error in the basement area and the actual finished space was discovered. The errors were corrected, and the resulting value difference for Ms. Adams' property for 2022 was \$19,800 and \$20,600 for 2023. This difference in value equates to the overpayment amount of \$1,969.56. Ms. Adams states that the error dates back to 2004 when the addition to her home was completed; however, she is only eligible for refunds for tax years 2022 and 2023.

The provisions of the refund statute were designed to enable correction of an error or illegality that exists in the record of assessment and is discovered after the payment of taxes. In this case, an error existed in the square footage and finish of the basement of the home. Assessors' Office staff has confirmed that the property valuation was based on the erroneous square footage and has corrected the error.

<b>TOTAL REFUND RECOMMENDED:</b>	<b>\$ 967.70</b>	<b>2022</b>
	<b>\$1,001.96</b>	<b>2023</b>

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:  #2

Wording for the Agenda:

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Noah VanOosterhout, in the amount of \$2,206.77 for tax year 2023.

Background/History/Details:

When a taxpayer believes that an error has occurred, with respect to taxes paid to Fayette County on Real Estate and Personal Property tax bills, they have the right to request a refund under O.G.G.A. 48-5-380. This request is given to the Assessors' Office for review of the details. Appropriate recommendation(s) are then forwarded to the Board of Commissioners' for final consideration of said requests.

Request made by Noah VanOosterhout for commercial property parcel 05-2207-007. On January 16, 2025, a request for a partial refund of taxes was received. The request was based on an acreage discrepancy due to a mapping error. Taxpayer is eligible under the refund statute for a refund for tax year 2023.

Board of Assessors recommend approval.

What action are you seeking from the Board of Commissioners?

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Noah VanOosterhout, in the amount of \$2,206.77 for tax year 2023.

If this item requires funding, please describe:

The funding required will be for those refund requests where the overpayment of taxes (voluntarily or involuntarily) was a direct result of property that had previously been erroneously assessed and taxes have already been collected from the taxpayer(s).

Has this request been considered within the past two years?

If so, when?

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

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:



**Tax Assessor**  
140 Stonewall Avenue West, Ste 108  
Fayetteville, GA 30214  
Phone: 770-305-5402  
www.fayettecountyga.gov

## MEMORANDUM

TO: Fayette County Board of Commissioners  
FROM: Fayette County Board of Assessors  
DATE: February 20, 2025  
Re: Tax Refund Request – VanOosterhout

Mr. Noah VanOosterhout has requested a partial refund of taxes for tax year 2023 based on an error in acreage of his land located on the southwest corner of Yorktown Drive and Brandywine Boulevard in Fayetteville.

Mr. VanOosterhout came to the Assessors' Office to inquire about the acreage of his property. It was discovered that the property had been split into a 3.6 acre parcel retained by Mr. VanOosterhout and a 4.0 acre parcel that was sold to Monica Realty Inc. in May of 2022. An error in our records resulted in both owners paying taxes on the total acreage in 2023. The acreages were corrected, and the resulting value difference for Mr. VanOosterhout's property for 2023 was \$181,240. This difference in value equates to the overpayment amount of \$2,206.77.

The provisions of the refund statute were designed to enable correction of an error or illegality that exists in the record of assessment and is discovered after the payment of taxes. In this case, an error existed in the total acreage of the parcel. Assessors' Office staff has confirmed that the property valuation was based on the erroneous acreage and has corrected the error.

**TOTAL REFUND RECOMMENDED:   \$2,206.77 (2023)**

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of Board of Assessors' recommendation to approve a disposition of tax refund for Monica Realty Inc. in the amount of \$1,741.03 for tax year 2023.

**Background/History/Details:**

When a taxpayer believes that an error has occurred, with respect to taxes paid to Fayette County on Real Estate and Personal Property tax bills, they have the right to request a refund under O.G.G.A. 48-5-380. This request is given to the Assessors' Office for review of the details. Appropriate recommendation(s) are then forwarded to the Board of Commissioners' for final consideration of said requests.

In this case, the request made by Noah VanOosterhout for commercial property parcel 05-2207-007 initiated the processing of a refund request for Monica Realty Inc. for commercial property parcel 05-2207-006. The request was based on an acreage discrepancy due to a mapping error. Taxpayer is eligible under the refund statute for a refund for tax year 2023.

Board of Assessors recommend approval.

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

Approval of Board of Assessors' recommendation to approve a disposition of tax refund for Monica Realty Inc. in the amount of \$1,741.03 for tax year 2023.

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

The funding required will be for those refund requests where the overpayment of taxes (voluntarily or involuntarily) was a direct result of property that had previously been erroneously assessed and taxes have already been collected from the taxpayer(s).

Has this request been considered within the past two years?

If so, when?

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

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

**Tax Assessor**

140 Stonewall Avenue West, Ste 108  
Fayetteville, GA 30214  
Phone: 770-305-5402  
[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

**MEMORANDUM**

**TO:** Fayette County Board of Commissioners  
**FROM:** Fayette County Board of Assessors  
**DATE:** February 20, 2025  
**Re:** Tax Refund Request – Monica Realty Inc.

The Board of Assessors has requested a partial refund of taxes for tax year 2023 for Monica Realty Inc. based on an error in acreage of his land located on the northwest corner of W Lanier Avenue and Yorktown Drive in Fayetteville. The owner of the adjacent property, Mr. VanOosterhout, came to the Assessors' Office to inquire about the acreage of his property. It was discovered that the property had been split into a 3.6 acre parcel retained by Mr. VanOosterhout and a 4.0 acre parcel that was sold to Monica Realty Inc. in May of 2022. An error in our records resulted in both owners paying taxes on the total acreage in 2023. The acreages were corrected, and the resulting value difference for Monica Realty Inc property for 2023 was \$142,990. This difference in value equates to the overpayment amount of \$1,741.03.

The provisions of the refund statute were designed to enable correction of an error or illegality that exists in the record of assessment and is discovered after the payment of taxes. In this case, an error existed in the total acreage of the parcel. Assessors' Office staff has confirmed that the property valuation was based on the erroneous acreage and has corrected the error.

**TOTAL REFUND RECOMMENDED: \$1,741.03 (2023)**



# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Kristin Smith, in the amount of \$2,511.88 for tax year 2024.

**Background/History/Details:**

When a taxpayer believes that an error has occurred, with respect to taxes paid to Fayette County on Real Estate and Personal Property tax bills, they have the right to request a refund under O.G.G.A. 48-5-380. This request is given to the Assessors' Office for review of the details. Appropriate recommendation(s) are then forwarded to the Board of Commissioners' for final consideration of said requests.

Request made by Kristin Smith for residential property parcel 06-0815-011. On February 10, 2025, a request for a partial refund of taxes was received. The request was based on erroneous removal of the taxpayers L3 exemption in 2023. Taxpayer is eligible under the refund statute for a refund for tax year 2024.

Board of Assessors recommend approval.

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

Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Kristin Smith, in the amount of \$2,511.88 for tax year 2024.

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

The funding required will be for those refund requests where the overpayment of taxes (voluntarily or involuntarily) was a direct result of property that had previously been erroneously assessed and taxes have already been collected from the taxpayer(s).

Has this request been considered within the past two years?

If so, when?

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

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

## MEMORANDUM

TO: Fayette County Board of Commissioners  
FROM: Fayette County Board of Assessors  
DATE: February 20, 2025  
Re: Tax Refund Request – Smith

Ms. Kristin Smith has requested a partial refund of taxes for tax year 2024 based on erroneous removal of her mother's L3 exemption.

Ms. Smith submitted a request for refund of overpayment of her mother's property taxes for 2024 on February 10, 2025. Her mother transferred the property in August 2023 to Ms. Smith and her husband but reserved a life estate in the property. The L3 exemption was removed in error based on the transfer.

The provisions of the refund statute were designed to enable correction of an error or illegality that exists in the record of assessment and is discovered after the payment of taxes. In this case, the taxpayer's L3 exemption was removed in error. Assessors' Office staff has confirmed that the transfer did include a life estate for Ms. Smith's mother, and therefore, the L3 exemption has been reinstated.

**TOTAL REFUND RECOMMENDED: \$2,511.88 (2024)**

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of Board of Assessors' recommendation to deny tax refund submitted by Richard Moye based on retroactive homestead exemption request.

**Background/History/Details:**

When a taxpayer believes that an error has occurred, with respect to taxes paid to Fayette County on Real Estate and Personal Property tax bills, they have the right to request a refund under O.G.G.A. 48-5-380. This request is given to the Assessors' Office for review of the details. Appropriate recommendation(s) are then forwarded to the Board of Commissioners' for final consideration of said requests.

On February 5, 2025, Richard Moye requested a partial refund of taxes based on his request for retroactive homestead exemption on residential property parcel 13-0603-012. Mr. Moye had not applied for any exemption. Therefore, taxpayer is not eligible under the refund statute for a refund of taxes.

Board of Assessors recommend denial.

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

Approval of Board of Assessors' recommendation to deny tax refund submitted by Richard Moye based on retroactive homestead exemption request.

**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:**

## MEMORANDUM

TO: Fayette County Board of Commissioners  
FROM: Fayette County Board of Assessors  
DATE: February 20, 2025  
Re: Tax Refund Request – Moye

Mr. Richard Moye has requested a partial refund of taxes based on a request for retroactive homestead exemption.

Mr. Moye mailed a request received on February 5, 2025 for a partial refund for multiple years based on his request for retroactive homestead exemption. He is eligible for multiple exemptions but had not applied for any exemption previously stating “lack of awareness, health issues, or other circumstances”. The Tax Commissioner provides notice of available tax exemptions annually. It is incumbent upon the taxpayer to apply for the exemption by April 1 of the calendar year in which the circumstances qualify him/her. Mr. Moye does not qualify for the exemption in any previous years because he failed to meet the application deadline for any previous year.

The provisions of the refund statute were designed to enable correction of an error or illegality that exists in the record of assessment and is discovered after the payment of taxes. In this case, there was no error or illegality. Therefore, no refund is due.

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of an Intergovernmental Agreement with the City of Fayetteville allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in City of Fayetteville in 2025.

**Background/History/Details:**

The City of Fayetteville, along with all Fayette County municipalities, will hold elections for its offices in November 2025. Historically, Fayette County, the municipalities, and the Board of Elections have entered into an Intergovernmental Agreements (IGAs) authorizing the Board of Elections to serve as the Superintendent of Elections. This agreement has been reviewed by County Attorney Patrick Stough.

The City of Fayetteville and the Fayette County Board of Elections have reviewed and approved the proposed IGA. City of Fayetteville will serve as the superintendent for candidate qualifying, while the County will provide manpower, transportation, and supplies to conduct the election. The city has agreed to reimburse the county for election-related expenses as outlined in the IGA and has indemnified the county against liability or legal expenses.

A cost estimate for City of Fayetteville Municipal Elections based on the current rates/information available at this time:  
General Election- \$25,780  
Runoff Election (if required)- \$11,280

If a county-wide election is held, municipal election costs will be waived unless additional services are requested or required.

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

Approval of an Intergovernmental Agreement with the City of Fayetteville allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in City of Fayetteville in 2025.

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

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

Has this request been considered within the past two years?

If so, when?

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

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

Municipal elections will be held on Tuesday, November 4, 2025, with Early Voting beginning Monday, October 13 through Friday, October 31, 2025. The last day for a person to register and be eligible to vote in the November election is October 6, 2025.

STATE OF GEORGIA  
COUNTY OF FAYETTE

**INTERGOVERNMENTAL AGREEMENT FOR CONDUCTING MUNICIPAL ELECTION**

This Agreement entered this \_\_\_\_\_ day of \_\_\_\_\_ between the CITY OF FAYETTEVILLE, a municipal corporation lying wholly or partially within Fayette County, Georgia, hereinafter referred to as "The City" and Fayette County, Georgia, a political subdivision of the State of Georgia hereinafter referred to as "The County".

WITNESSETH:

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

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

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

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

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

1.

This Agreement shall govern the conduct of the City of Fayetteville municipal election to be held and any and all run-offs which may be necessary and any special elections occurring through December 31, 2025.

2.

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

3.

A City official shall operate as the Superintendent with respect to qualifications of candidates. Such official shall perform any and all functions of the City or any of its officials.

In connection with the qualifications of candidates in accordance with O.C.G.A. § 21-2-45(C) (2). Further, such official shall be responsible for acting as the Qualifying Officer and for notification to the State Elections Commission concerning candidacy compliance.

4.

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

5.

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

6.

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

7.

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

8.

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

9.

However, in the event that the State or County conducts a countywide election that coincides with the city election, portioned charges will be incurred for the additional usage of services or equipment. If the city election is held separately, or if additional services are requested or required beyond the standard provisions for the countywide election, the City will be responsible for covering those associated costs.

10.

To the extent permitted by law, the City shall indemnify, defend, and hold harmless the County from any liability and/or litigation expenses to which the County may be subjected as a consequence of or as a result of the election for the City. The City will furthermore, to the extent permitted by law, reimburse the County for any

and all necessary legal representation, by counsel chosen by the County, in any action arising from the conduct of the City election. Said reimbursement shall be paid by the City within thirty days of invoice by the County.

11.

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

12.

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

13.

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

[SIGNATURES FOLLOW ON THE NEXT PAGE]



FAYETTE COUNTY, GEORGIA

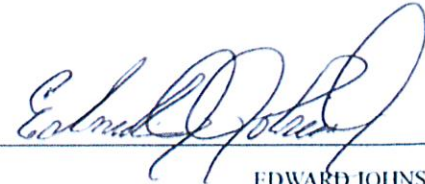
BY: \_\_\_\_\_

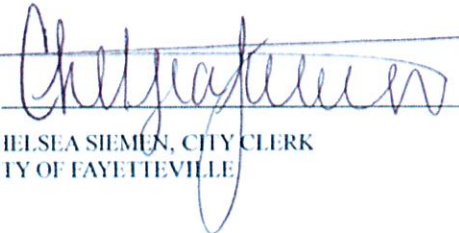
LEE HEARN, CHAIRMAN  
BOARD OF COMMISSIONERS

ATTEST: \_\_\_\_\_

TAMECA P. SMITH, COUNTY CLERK  
FAYETTE COUNTY BOARD OF COMMISSIONERS

CITY OF FAYETTEVILLE

BY:  \_\_\_\_\_  
EDWARD JOHNSON, MAYOR  
CITY OF FAYETTEVILLE

ATTEST:  \_\_\_\_\_  
CHELSEA SIEMEN, CITY CLERK  
CITY OF FAYETTEVILLE

FAYETTE COUNTY ELECTIONS & VOTER REGISTRATION

BY:  \_\_\_\_\_  
GARY ROWER, CHAIRMAN  
BOARD OF ELECTIONS & VOTER REGISTRATION

ATTEST:  2/25/25  
BRIANNA GARRETT, DIRECTOR  
ELECTIONS & VOTER REGISTRATION

**City of Fayetteville Cost Estimate:**

Please find below a cost estimate for City of Fayetteville Municipal Election based on the current rates/information available at this time.

**Important Note:**

This estimate is provided for planning and informational purposes only and does not represent a final cost or guarantee of total expenses. Final costs may vary depending on [list factors, such as legislative changes, extra material costs, additional requirements, etc.].

We are committed to providing the most accurate information possible and will promptly inform you of any significant changes.

Advanced in Person Staffing	\$ 18,750.00	\$ 4,750.00
3 Countywide Sites (shared cost)	-	
Election Day Staffing	\$ 3,810.00	\$ 3,810.00
2 Locations/Training	-	
Rental Truck/Equipment Delivery	\$ 1,500.00	\$ 1,500.00
Technical Services	\$ 1,000.00	\$ 500.00
Absentee Printing (250 Ballots)	\$ 400.00	\$ 400.00
Absentee Mailings (250 Ballots)	\$ 200.00	\$ 200.00
Advertising- Runoff Election	\$ 120.00	\$ 120.00
<b>Total:</b>	<b>\$ 25,780.00</b>	<b>\$ 11,280.00</b>

**Notes:**

1. Costs are subject to adjustment based on actual usage, hours worked, and any changes to county pay rates.
2. If a countywide election coincides with the municipal election, standard usage fees will not apply for shared services or equipment and will be adjusted.
3. Any additional or non-standard services requested by the Municipal will be billed separately.
4. Payment is due within 30 days of invoice receipt.

## Cost Estimate Sheet for Municipal Elections

Election Year: January 1, 2025- December 31, 2025

---

### A. Personnel Costs

- **Poll Worker Wages:**
  - Advance Voting- Number of Workers x Hour x Rate: \$18.01
  - Training- Number of Workers x Rate: \$40.00
  - Election Day- Number of Workers x Rate:
    - Manager: \$280.00
    - Assistant Manager: \$215.00
    - Clerks: \$175.00
- **County Staff Support:**
  - Absentee Ballot Processing/Technicians: Number of Workers x Hours x Rate: \$18.01

\*Overtime capacity applies as necessary for hourly rates.

---

### B. Absentee Ballot Costs

- Printing: \$\_.37 per ballot\_
  - Delivery: \$\_50.00\_
  - Processing/Handling: \$\_250.00\_
- 

### C. Postage

- **Postal service:**
    - Number of Ballots x Rate: \$.73
    - Number of Mailings x Rate: \$.73
- 

### D. Polling Locations

- Usage of Facilities: \$150 - \$250 per location
- 

### E. Equipment Delivery

- Truck Rentals: \$6000-9000
- 

### F. Notices

- Newspaper: \$40-\$100 per notice

### Notes:

1. Costs are subject to adjustment based on actual usage, hours worked, and any changes to county pay rates.
2. If a countywide election coincides with the municipal election, standard usage fees will not apply for shared services or equipment and will be adjusted.
3. Any additional or non-standard services requested by the Municipal will be billed separately.
4. Payment is due within 30 days of invoice receipt.

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of an Intergovernmental Agreement with the City of Peachtree City allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Peachtree City in 2025.

**Background/History/Details:**

The City of Peachtree City, along with all Fayette County municipalities, will hold elections for its offices in November 2025. Historically, Fayette County, the municipalities, and the Board of Elections have entered into an Intergovernmental Agreements (IGAs) authorizing the Board of Elections to serve as the Superintendent of Elections. This agreement has been reviewed by County Attorney Patrick Stough.

The City of Peachtree City and the Fayette County Board of Elections have reviewed and approved the proposed IGA. Peachtree City will serve as the superintendent for candidate qualifying, while the County will provide manpower, transportation, and supplies to conduct the election. The city has agreed to reimburse the county for election-related expenses as outlined in the IGA and has indemnified the county against liability or legal expenses.

A cost estimate for Peachtree City Municipal Elections based on the current rates/information available at this time:  
General Election- \$44,830  
Runoff Election (if required)- \$30,530

If a county-wide election is held, municipal election costs will be waived unless additional services are requested or required.

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

Approval of an Intergovernmental Agreement with the City of Peachtree City allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Peachtree City in 2025.

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

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

Has this request been considered within the past two years?

If so, when?

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

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

Municipal elections will be held on Tuesday, November 4, 2025 with Early Voting beginning Monday, October 13 through Friday, October 31, 2025. The last day for a person to register and be eligible to vote in the November election is October 6, 2025.

STATE OF GEORGIA  
COUNTY OF FAYETTE

**INTERGOVERNMENTAL AGREEMENT FOR CONDUCTING MUNICIPAL ELECTION**

This Agreement entered this \_\_\_\_\_ day of \_\_\_\_\_ between the CITY OF PEACHTREE CITY, a municipal corporation lying wholly or partially within Fayette County, Georgia, hereinafter referred to as "The City" and Fayette County, Georgia, a political subdivision of the State of Georgia hereinafter referred to as "The County".

WITNESSETH:

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

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

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

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

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

1.

This Agreement shall govern the conduct of the City of Peachtree City municipal election to be held and any and all run-offs which may be necessary and any special elections occurring through December 31, 2025.

2.

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

3.

A City official shall operate as the Superintendent with respect to qualifications of candidates. Such official shall perform any and all functions of the City or any of its officials.

In connection with the qualifications of candidates in accordance with O.C.G.A. § 21-2-45(C) (2). Further, such official shall be responsible for acting as the Qualifying Officer and for notification to the State Elections Commission concerning candidacy compliance. Page 22 of 72

4.

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

5.

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

6.

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

7.

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

8.

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

9.

However, in the event that the State or County conducts a countywide election that coincides with the city election, portioned charges will be incurred for the additional usage of services or equipment. If the city election is held separately, or if additional services are requested or required beyond the standard provisions for the countywide election, the City will be responsible for covering those associated costs.

10.

To the extent permitted by law, the City shall indemnify, defend, and hold harmless the County from any liability and or litigation expenses to which the County may be subjected as a consequence of or as a result of the election for the City. The City will furthermore, to the extent permitted by law, reimburse the County for any

and all necessary legal representation, by counsel chosen by the County, in any action arising from the conduct of the City election. Said reimbursement shall be paid by the City within thirty days of invoice by the County. Page 23 of 72

11.

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

12.

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

13.

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

[SIGNATURES FOLLOW ON THE NEXT PAGE]

FAYETTE COUNTY, GEORGIA

BY: \_\_\_\_\_

LEE HEARN, CHAIRMAN  
BOARD OF COMMISSIONERS

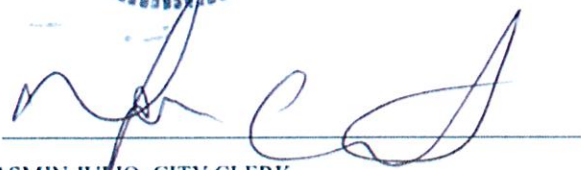
ATTEST: \_\_\_\_\_

TAMECA P. SMITH, COUNTY CLERK  
FAYETTE COUNTY BOARD OF COMMISSIONERS




CITY OF PEACHTREE

BY:   
KIM LEANARD, MAYOR  
PEACHTREE CITY

ATTEST:   
YASMIN JULIO, CITY CLERK  
PEACHTREE CITY CLERK

FAYETTE COUNTY ELECTIONS & VOTER REGISTRATION

BY:   
GARY ROWER, CHAIRMAN  
BOARD OF ELECTIONS & VOTER REGISTRATION

ATTEST:  2/25/26  
BRIANNA GARRETT, DIRECTOR  
ELECTIONS & VOTER REGISTRATION



**Peachtree City Cost Estimate:**

Please find below a cost estimate for Peachtree City Municipal Election based on the current rates/information available at this time.

**Important Note:**

This estimate is provided for planning and informational purposes only and does not represent a final cost or guarantee of total expenses. Final costs may vary depending on [list factors, such as scope changes, material costs, additional requirements, etc.].

We are committed to providing the most accurate information possible and will promptly inform you of any significant changes.

Advanced in Person Staffing	\$ 18,750.00	\$ 4,750.00
3 Countywide Sites (shared cost)	-	
Election Day Staffing	\$ 22,860.00	\$ 22,860.00
12 Locations/Training	-	
Rental Truck/Equipment Delivery	\$ 1,500.00	\$ 1,500.00
Technical Services	\$ 1,000.00	\$ 500.00
Absentee Printing (250 Ballots)	\$ 400.00	\$ 400.00
Absentee Mailings (250 Ballots)	\$ 200.00	\$ 400.00
Advertising- Runoff Election	\$ 120.00	\$ 120.00
<b>Total:</b>	<b>\$ 44,830.00</b>	<b>\$ 30,530.00</b>

**Notes:**

1. Costs are subject to adjustment based on actual usage, hours worked, and any changes to county pay rates.
2. If a countywide election coincides with the municipal election, standard usage fees will not apply for shared services or equipment and will be adjusted.
3. Any additional or non-standard services requested by the Municipal will be billed separately.
4. Payment is due within 30 days of invoice receipt.

## Cost Estimate Sheet for Municipal Elections

Election Year: January 1, 2025- December 31, 2025

---

### A. Personnel Costs

- **Poll Worker Wages:**
  - Advance Voting- Number of Workers x Hour x Rate: \$18.01
  - Training- Number of Workers x Rate: \$40.00
  - Election Day- Number of Workers x Rate:
    - Manager: \$280.00
    - Assistant Manager: \$215.00
    - Clerks: \$175.00
- **County Staff Support:**
  - Absentee Ballot Processing/Technicians: Number of Workers x Hours x Rate: \$18.01

\*Overtime capacity applies as necessary for hourly rates.

---

### B. Absentee Ballot Costs

- Printing: \$\_.37 per ballot\_
  - Delivery: \$\_50.00\_\_
  - Processing/Handling: \$\_250.00\_
- 

### C. Postage

- **Postal service:**
    - Number of Ballots x Rate: \$.73
    - Number of Mailings x Rate: \$.73
- 

### D. Polling Locations

- Usage of Facilities: \$150 - \$250 per location
- 

### E. Equipment Delivery

- Truck Rentals: \$6000-9000
- 

### F. Notices

- Newspaper: \$40-\$100 per notice

### Notes:

1. Costs are subject to adjustment based on actual usage, hours worked, and any changes to county pay rates.
2. If a countywide election coincides with the municipal election, standard usage fees will not apply for shared services or equipment and will be adjusted.
3. Any additional or non-standard services requested by the Municipal will be billed separately.
4. Payment is due within 30 days of invoice receipt.

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of an Intergovernmental Agreement with the Town of Tyrone allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Town of Tyrone in 2025.

**Background/History/Details:**

The Town of Tyrone, along with all Fayette County municipalities, will hold elections for its offices in November 2025. Historically, Fayette County, the municipalities, and the Board of Elections have entered into an Intergovernmental Agreements (IGAs) authorizing the Board of Elections to serve as the Superintendent of Elections. This agreement has been reviewed by County Attorney Patrick Stough.

The Town of Tyrone and the Fayette County Board of Elections have reviewed and approved the proposed IGA. Town of Tyrone will serve as the superintendent for candidate qualifying, while the County will provide manpower, transportation, and supplies to conduct the election. The city has agreed to reimburse the county for election-related expenses as outlined in the IGA and has indemnified the county against liability or legal expenses.

A cost estimate for Town of Tyrone Municipal Elections based on the current rates/information available at this time:  
General Election- \$23,405  
Runoff Election (if required)- \$8,905

If a county-wide election is held, municipal election costs will be waived unless additional services are requested or required.

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

Approval of an Intergovernmental Agreement with the Town of Tyrone allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Town of Tyrone in 2025.

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

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

Has this request been considered within the past two years?

If so, when?

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

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

Municipal elections will be held on Tuesday, November 4, 2025 with Early Voting beginning Monday, October 13 through Friday, October 31, 2025. The last day for a person to register and be eligible to vote in the November election is October 6, 2025.

STATE OF GEORGIA  
COUNTY OF FAYETTE

**INTERGOVERNMENTAL AGREEMENT FOR CONDUCTING MUNICIPAL ELECTION**

This Agreement entered this 20<sup>th</sup> day of Feb. between the TOWN OF TYRONE, a municipal corporation lying wholly or partially within Fayette County, Georgia, hereinafter referred to as "The Town" and Fayette County, Georgia, a political subdivision of the State of Georgia hereinafter referred to as "The County".

WITNESSETH:

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

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

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

WHEREAS, the County desires to assist said Town in the conduct of its municipal Election.

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

1.

This Agreement shall govern the conduct of the Town of TYRONE municipal election to be held and any and all run-offs which may be necessary and any special elections occurring through December 31, 2025.

2.

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

3.

A Town official shall operate as the Superintendent with respect to qualifications of candidates. Such official shall perform any and all functions of the Town or any of its officials.

In connection with the qualifications of candidates in accordance with O.C.G.A. § 21-2-45(C) (2). Further, such official shall be responsible for acting as the Qualifying Officer and for notification to the State Elections Commission concerning candidacy compliance.

4.

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

5.

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

6.

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

7.

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

8.

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

9.

However, in the event that the State or County conducts a countywide election that coincides with the town election, portioned charges will be incurred for the additional usage of services or equipment. If the town election is held separately, or if additional services are requested or required beyond the standard provisions for the countywide election, the Town will be responsible for covering those associated costs.

10.

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

conduct of the Town election. Said reimbursement shall be paid by the Town within thirty days of invoice by the County.

11.

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

12.

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

13.

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

[SIGNATURES FOLLOW ON THE NEXT PAGE]

FAYETTE COUNTY, GEORGIA

BY: \_\_\_\_\_

LEE HEARN, CHAIRMAN  
BOARD OF COMMISSIONERS

ATTEST: \_\_\_\_\_

TAMECA P. SMITH, COUNTY CLERK  
FAYETTE COUNTY BOARD OF COMMISSIONERS

TOWN OF TYRONE

BY:  \_\_\_\_\_

ERIC DIAL, MAYOR  
TOWN OF TYRONE

ATTEST:  \_\_\_\_\_

DEE BAKER, TOWN CLERK  
TOWN OF TYRONE

FAYETTE COUNTY ELECTIONS & VOTER REGISTRATION

BY:  \_\_\_\_\_

GARY ROWER, CHAIRMAN  
BOARD OF ELECTIONS & VOTER REGISTRATION

ATTEST:  2/25/25

BRIANNA GARRETT, DIRECTOR  
ELECTIONS & VOTER REGISTRATION

**City of Tyrone Cost Estimate:**

Please find below a cost estimate for Town of Tyrone Municipal Election based on the current rates/ information available at this time.

**Important Note:**

This estimate is provided for planning and informational purposes only and does not represent a final cost or guarantee of total expenses. Final costs may vary depending on [list factors, such as legislative changes, extra material costs, additional requirements, etc.].

We are committed to providing the most accurate information possible and will promptly inform you of any significant changes.

Advanced in Person Staffing	\$ 18,750.00	\$ 4,750.00
3 Countywide Sites (shared cost)	\$ -	
Election Day Staffing	\$ 1,585.00	\$ 1,585.00
1 Locations/Training	\$ -	
Rental Truck/Equipment Delivery	\$ 1,500.00	\$ 1,500.00
Technical Services	\$ 1,000.00	\$ 500.00
Absentee Printing (250 Ballots)	\$ 350.00	\$ 350.00
Absentee Mailings (250 Ballots)	\$ 100.00	\$ 100.00
Advertising- Runoff Election	\$ 120.00	\$ 120.00
<b>Total:</b>	<b>\$ 23,405.00</b>	<b>\$ 8,905.00</b>

**Notes:**

1. Costs are subject to adjustment based on actual usage, hours worked, and any changes to county pay rates.
2. If a countywide election coincides with the municipal election, standard usage fees will not apply for shared services or equipment and will be adjusted.
3. Any additional or non-standard services requested by the Municipal will be billed separately.
4. Payment is due within 30 days of invoice receipt.



## Cost Estimate Sheet for Municipal Elections

Election Year: January 1, 2025- December 31, 2025

---

### A. Personnel Costs

- **Poll Worker Wages:**
  - Advance Voting- Number of Workers x Hour x Rate: \$18.01
  - Training- Number of Workers x Rate: \$40.00
  - Election Day- Number of Workers x Rate:
    - Manager: \$280.00
    - Assistant Manager: \$215.00
    - Clerks: \$175.00
- **County Staff Support:**
  - Absentee Ballot Processing/Technicians: Number of Workers x Hours x Rate: \$18.01

\*Overtime capacity applies as necessary for hourly rates.

---

### B. Absentee Ballot Costs

- Printing: \$\_.37 per ballot\_
  - Delivery: \$\_50.00\_\_
  - Processing/Handling: \$\_250.00\_
- 

### C. Postage

- **Postal service:**
    - Number of Ballots x Rate: \$.73
    - Number of Mailings x Rate: \$.73
- 

### D. Polling Locations

- Usage of Facilities: \$150 - \$250 per location
- 

### E. Equipment Delivery

- Truck Rentals: \$6000-9000
- 

### F. Notices

- Newspaper: \$40-\$100 per notice

### Notes:

1. Costs are subject to adjustment based on actual usage, hours worked, and any changes to county pay rates.
2. If a countywide election coincides with the municipal election, standard usage fees will not apply for shared services or equipment and will be adjusted.
3. Any additional or non-standard services requested by the Municipal will be billed separately.
4. Payment is due within 30 days of invoice receipt.

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of an Intergovernmental Agreement with the Town of Brooks allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Town of Brooks in 2025.

**Background/History/Details:**

The Town of Brooks, along with all Fayette County municipalities, will hold elections for its offices in November 2025. Historically, Fayette County, the municipalities, and the Board of Elections have entered into an Intergovernmental Agreements (IGAs) authorizing the Board of Elections to serve as the Superintendent of Elections. This agreement has been reviewed by County Attorney Patrick Stough.

The Town of Brooks and the Fayette County Board of Elections have reviewed and approved the proposed IGA. Fayette County Board of Elections will serve as the superintendent for candidate qualifying as well as provide manpower, transportation, and supplies to conduct the election. The county will cover election-related expenses as outlined in the IGA. The Town of Brooks has indemnified the county against liability or legal expenses.

Through Service Delivery Strategies (SDS), Fayette County handles all cost of elections for the Town of Brooks.

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

Approval of an Intergovernmental Agreement with the Town of Brooks allowing for the Fayette County Board of Elections to act as Superintendent of Elections for all elections held in Town of Brooks in 2025.

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

Pursuant to the Intergovernmental Agreement, all funds expended for this election will be covered by the county.

Has this request been considered within the past two years?

If so, when?

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

Backup Provided with Request?

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

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

Municipal elections will be held on Tuesday, November 4, 2025 with Early Voting beginning Monday, October 13 through Friday, October 31, 2025. The last day for a person to register and be eligible to vote in the November election is October 6, 2025.

STATE OF GEORGIA  
COUNTY OF FAYETTE

**INTERGOVERNMENTAL AGREEMENT FOR CONDUCTING MUNICIPAL ELECTION**

This Agreement entered this 24<sup>th</sup> day of February between the TOWN OF BROOKS, a municipal corporation lying wholly or partially within Fayette County, Georgia, hereinafter referred to as "The Town" and Fayette County, Georgia, a political subdivision of the State of Georgia hereinafter referred to as "The County".

WITNESSETH:

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

WHEREAS, under the provisions of the Georgia Election Code, particularly O.C.G.A.

§21-2-45 of the Official Code of Georgia Annotated, the town may, by ordinance, authorize the County to conduct such election and the Town has heretofore adopted such an ordinance; and WHEREAS, the County has staff and equipment to conduct such election; and WHEREAS,

the County desires to assist said Town in the conduct of its municipal Election.

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

1.

This Agreement shall govern the conduct of the Town of Brooks municipal election to be held and any and all run-offs which may be necessary and any special elections occurring through December 31, 2025.

2.

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

3.

Fayette County shall operate as the Superintendent with respect to qualifications of candidates. Such official shall perform any and all functions of the Town or any of its officials.

In connection with the qualifications of candidates in accordance with O.C.G.A. § 21-2-45(C) (2). Further, such official shall be responsible for acting as the Qualifying Officer and for notification to the State Elections Commission concerning candidacy compliance.

4.

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

5.

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

6.

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

7.

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

8.

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

9.

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

10.

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

11.

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

[SIGNATURES FOLLOW ON THE NEXT PAGE]

FAYETTE COUNTY, GEORGIA

BY: \_\_\_\_\_

LEE HEARN, CHAIRMAN OF BOARD OF COMMISSIONERS

ATTEST: \_\_\_\_\_

TAMECA SMITH, FAYETTE COUNTY CLERK



TOWN OF BROOKS

BY: *Daniel C. Langford, Jr.*

DANIEL C. LANGFORD, JR., MAYOR OF BROOKS

ATTEST: *Lorey Spoehr*

LOREY SPOHR, TOWN CLERK OF BROOKS

FAYETTE COUNTY ELECTIONS & VOTER REGISTRATION

BY: *Gary Rower*

GARY ROWER, CHAIRMAN OF BOARD OF ELECTIONS & VOTER REGISTRATION

ATTEST: *Brianna Garrett* 2/26/25

BRIANNA GARRETT, DIRECTOR OF ELECTIONS & VOTER REGISTRATION

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of request from City of Fayetteville to grant a sewer easement across Fayette County property at 245 Booker Avenue (Parcel 0524 04001), to extend City sanitary sewer service to a new development located adjacent to Fayette County's property.

**Background/History/Details:**

The requested easements include a temporary construction easement (0.03 acres) for line installation and a permanent easement (0.016 acres) for the sewer line and future maintenance. The new line connects to an existing manhole and sewer main on the County's property.

The easements and legal descriptions are provided as backup.

Staff has reviewed the request and proposed work and does not foresee any conflicts with operations at the facility.

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

Approval of request from City of Fayetteville to grant a sewer easement across Fayette County property at 245 Booker Avenue (Parcel 0524 04001), to extend City sanitary sewer service to a new development located adjacent to Fayette County's property.

**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:**

Return to:  
The Abram Law Group, LLC  
1200 Ashwood Pkwy, Ste 560  
Atlanta, GA 30338

**State of Georgia**  
**County of Fayette**

**Grant of Sewer Easement**

THIS INDENTURE made this \_ day of \_\_\_\_\_, 2025, between **FAYETTE COUNTY, GEORGIA**, hereinafter referred to as party of the first part, and **CITY OF FAYETTEVILLE, GEORGIA**, hereinafter referred to as party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One (\$1.00) Dollar and other valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, an easement for the purpose of locating, constructing, maintaining, repairing, replacing and relocating within same, sanitary sewer lines and their appurtenances within said easement being described as to width in Exhibit "A". Said Exhibit shall be considered the legally controlling description of this conveyance. The party of the second part shall have access to said easement for the purposes previously stated.

The said easement being more particularly defined as a portion of that property in Land Lot 122 of the 5<sup>th</sup> District, being described by the tax parcel # 052404012 of Fayette County, City of Fayetteville, Georgia, for sanitary sewer lines as shown on the attached plat labeled as Exhibit "A" prepared by LJA Surveying, Inc. and dated February 17, 2025.

In addition hereto, party of the first part grants and conveys to party of the second part, a temporary construction easement being described as to dimensions shown on the attached plat labeled as Exhibit "B " prepared by LJA Surveying, Inc. and dated February 18, 2025, and provided further that all rights in and to said temporary construction easement begin upon commencement of construction activity and shall terminate 12 months later.

The party of the first part does hereby covenant with party of the second part that it is the owner of record and is lawfully seized and possessed of the property above described, and has a good and lawful right to convey said property, or any part thereof, and is free from all encumbrances, and will forever warrant and defend title thereto against the lawful claims of all persons whomsoever.

The party of the first part further covenants that no buildings or permanent structures will be constructed upon, over or across the easement described herein.

UPON TERMINATION OF CONSTRUCTION, the party of the second part hereby covenants and agrees that it will return or restore the surface of the permanent and temporary easement areas to as near original condition or its condition immediately prior to the construction as is practicable.

TO HAVE AND TO HOLD, the said easement unto the party of the second part, its successors and/or assigns forever.

Signed, sealed and delivered on this  
\_\_\_\_ day of \_\_\_\_\_, 2025  
in the presence of:

FAYETTE COUNTY, GEORGIA

By: \_\_\_\_\_(SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires:

[NOTARY SEAL]





**Exhibit “A”**  
Continued

## MORGAN PARK – SANITARY SEWER EASEMENT

An easement lying over and across a parcel of land lying in Land Lot 122 of the 5<sup>th</sup> District, City of Fayetteville, Fayette County, Georgia and being more particularly described as follows:

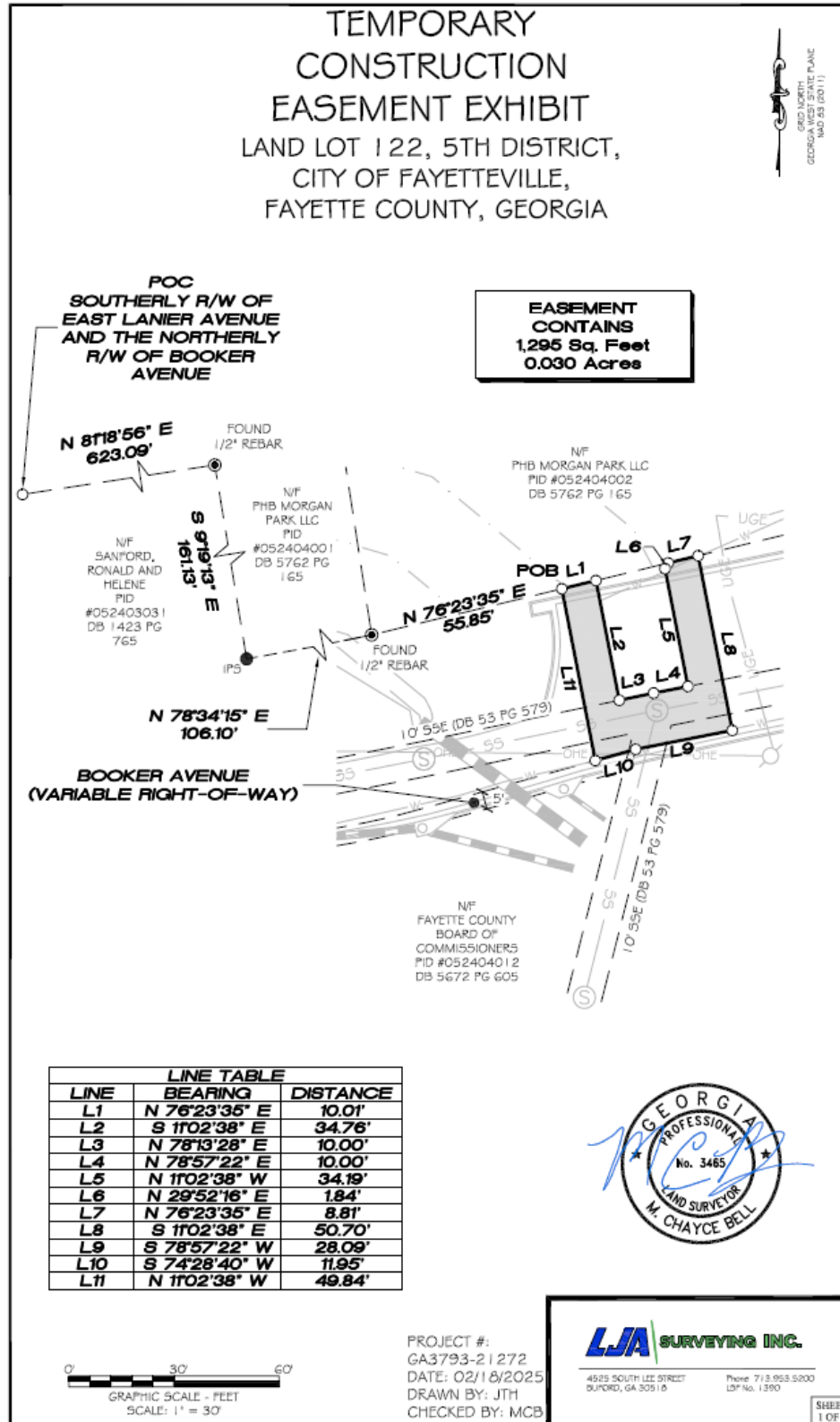
Commence at the intersection of the Southerly right-of-way of East Lanier Avenue (variable right-of-way) and the Northerly right-of-way of Booker Avenue (variable right-of-way); Thence leaving said right-of-way intersection, run North 81 degrees 18 minutes 56 seconds East for a distance of 623.09 feet to a found 1/2” rebar being the northeasterly common corner of the lands of now or formerly Ronald and Helene Sanford (being recorded in Deed Book 1423 Page 765, Fayette County Records) and the lands now or formerly of PHB Morgan Park LLC (being recorded in Deed Book 5762 Page 165, Fayette County Records); Thence run South 09 degrees 19 minutes 13 seconds East along the easterly common line of the aforementioned parcels for a distance of 161.13 feet to a set 5/8” capped rebar (L.S.F. #1390); Thence leaving said common line run North 78 degrees 34 minutes 15 seconds East for a distance of 106.10 feet to a found 1/2” rebar; Thence run North 76 degrees 23 minutes 35 seconds East for a distance of 65.86 feet to a point, said point being the POINT OF BEGINNING of the easement herein described.

Thence run North 76 degrees 23 minutes 35 seconds East for a distance of 21.22 feet to a point; Thence run South 29 degrees 52 minutes 16 seconds West for a distance of 1.84 feet to a point; Thence run South 11 degrees 02 minutes 38 seconds East for a distance of 34.19 feet to a point lying on an existing sanitary sewer easement recorded in Deed Book 53 Page 579, Fayette County Records; Thence run South 78 degrees 57 minutes 22 seconds West along said easement for a distance of 10.00 feet to a point; Thence run South 78 degrees 13 minutes 28 seconds West along said easement for a distance of 10.00 feet to a point; Thence run North 11 degrees 02 minutes 38 seconds West for a distance of 34.76 feet to the POINT OF BEGINNING.

Said easement contains 703 Square Feet or 0.016 Acres.

## Exhibit "B"

### Temporary Construction Easement Exhibit and Legal Description



**Exhibit “B”**  
Continued

## MORGAN PARK – TEMPORARY CONSTRUCTION EASEMENT

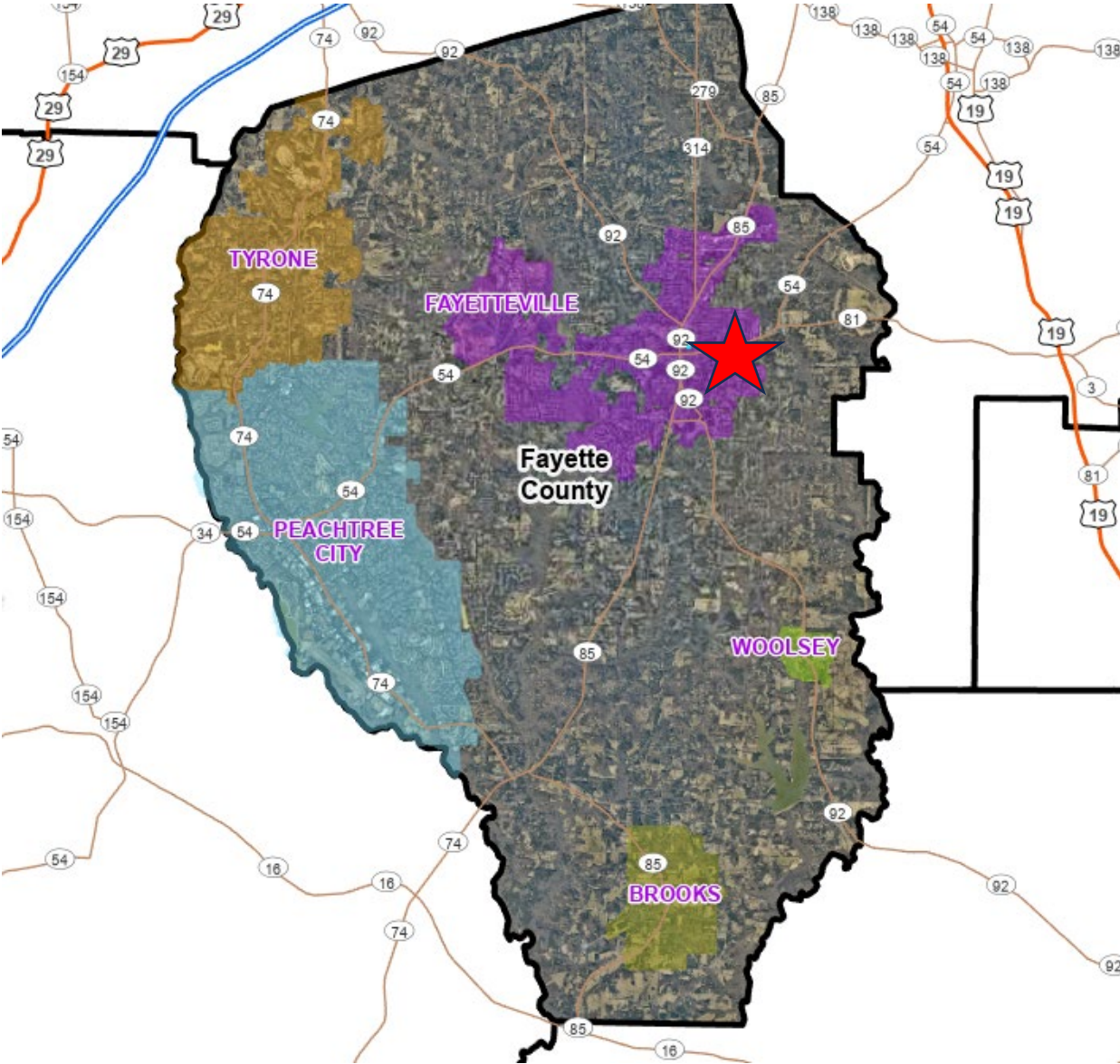
An easement lying over and across a parcel of land lying in Land Lot 122 of the 5<sup>th</sup> District, City of Fayetteville, Fayette County, Georgia and being more particularly described as follows:

Commence at the intersection of the Southerly right-of-way of East Lanier Avenue (variable right-of-way) and the Northerly right-of-way of Booker Avenue (variable right-of-way); Thence leaving said right-of-way intersection, run North 81 degrees 18 minutes 56 seconds East for a distance of 623.09 feet to a found 1/2” rebar being the northeasterly common corner of the lands of now or formerly Ronald and Helene Sanford (being recorded in Deed Book 1423 Page 765, Fayette County Records) and the lands now or formerly of PHB Morgan Park LLC (being recorded in Deed Book 5762 Page 165, Fayette County Records); Thence run South 09 degrees 19 minutes 13 seconds East along the easterly common line of the aforementioned parcels for a distance of 161.13 feet to a set 5/8” capped rebar (L.S.F. #1390); Thence leaving said common line run North 78 degrees 34 minutes 15 seconds East for a distance of 106.10 feet to a found 1/2” rebar; Thence run North 76 degrees 23 minutes 35 seconds East for a distance of 55.85 feet to a point, said point being the POINT OF BEGINNING of the easement herein described.

Thence run North 76 degrees 23 minutes 35 seconds East for a distance of 10.01 feet to a point; Thence run South 11 degrees 02 minutes 38 seconds East for a distance of 34.76 feet to a point; Thence run North 78 degrees 13 minutes 28 seconds East for a distance of 10.00 feet to a point; Thence run North 78 degrees 57 minutes 22 seconds East for a distance of 10.00 feet to a point; Thence run North 11 degrees 02 minutes 38 seconds West for a distance of 34.19 feet to a point; Thence run North 29 degrees 52 minutes 16 seconds East for a distance of 1.84 feet to a point; Thence run North 76 degrees 23 minutes 35 seconds East for a distance of 8.81 feet to a point; Thence run South 11 degrees 02 minutes 38 seconds East for a distance of 50.70 feet to a point; Thence run South 78 degrees 57 minutes 22 seconds West for a distance of 28.09 feet to a point on the northerly right-of-way of Booker Avenue (variable right-of-way); Thence run South 74 degrees 28 minutes 40 seconds West along said right-of-way for a distance of 11.95 feet to a point; Thence leaving said right-of-way, run North 11 degrees 02 minutes 38 seconds West for a distance of 49.84 feet to the POINT OF BEGINNING.

Said easement contains 1,295 Square Feet or 0.030 Acres.

# Vicinity Map for Requested Sewer Easement



# Area of Proposed Sanitary Sewer Easement



# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Acknowledgment of Sheriff Barry H. Babb's decision to liquidate county vehicles at auction.

**Background/History/Details:**

The Fayette County Sheriff's Office will be liquidating the following items which were forfeited to the Fayette County Sheriff's Office for sale or use. These items are not useful and are inoperable.

- 2015 White in color Dodge Ram 1500 bearing VIN# 1C6RR6KT2FS614253 Asset # 29831
- 2014 Silver in color Kia Soul bearing VIN# KNDJN2A27E7742119 Asset # 29833
- 2005 Black in color Chevrolet Tahoe bearing VIN# 1GNEK13T95R216581 Asset# 29834

These items will be sold with other approved items using the services of an auction company which was selected for this purpose.

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

Acknowledgment of Sheriff Barry H. Babb's decision to liquidate county vehicles at auction.

**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:**

## Fayette County Fixed Asset Change Form

Originating Department: Fayette County Sheriff's Office  
Date: February 7, 2025

Qty	Description	Manufacturer / Model	Serial / VIN	Inventory Tag #	Code: Acquisition Or Disposal	Current Unit Value Over \$50.00? (Y / N)	I.S. (Prep for Disposition only)	B&G Disposition Code
1	2015 White in color	Dodge Ram 1500	1C6RR6KT2FS614253	29831	BO	Y		
1	2014 Silver in color	Kia Soul	KNDJN2A27E7742119	29833	BO	Y		
1	2005 Black in color	Chevrolet Tahoe	1GNEK13T95R216581	29834	BO	Y		

Acquisition Codes:  
 AP – Purchase  
 AD – Donation  
 AC – Confiscated  
 AO – Other acquisition\*

Disposition Codes:  
 DS – To surplus for auction, sale or trade  
 DD – To B&GM for disposal: recycle, landfill or other  
 DT – Transfer to \_\_\_\_\_  
 DO – Other disposition\*

B&G Disposition Codes:  
 BS – Stored for auction or sale  
 BD - Discarded  
 BO – Other disposition\*

\*Comments: These vehicles were forfeited through the State and are being put up in Auction. All proceeds from the sale of these vehicles must be put into the Fayette County Sheriff's Office State Seizure Fund (21030390) for law enforcement enhancement.

Authorizing Signature 

WORK ORDER #	DATE STORED	LOCATION STORED

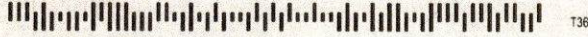


# Georgia Certificate of Title

DISCLAIMER: DO NOT ACCEPT THIS TITLE WITHOUT THE SECURITY THREAD LOCATED APPROXIMATELY TWO INCHES FROM LEFT EDGE.

VEHICLE IDENTIFICATION NUMBER 1C6RR6KT2FS614253	MAKE RAM	YEAR 2015	TYPE OF BODY TRUCK	MODEL TRUCK 1500 S	ODOMETER* 043423	CYL 8	DATE ISSUED 07/29/2024
1C6RR6KT2FS614253					043423		
DATE VEHICLE PUR 07/08/2024	FUEL GASOLINE	NEW OR USED USED	PREVIOUS TITLE NBR / STATE OF ISSUE	NBR OF LIENS 0	COLOR WHI	CURRENT TITLE NUMBER 770202295481112	

MAIL TO:



T36

FAYETTE COUNTY  
140 STONEWALL AVE W  
STE 101  
FAYETTEVILLE GA 30214-1520

### OWNER

FAYETTE COUNTY  
140 STONEWALL AVE W  
STE 101  
FAYETTEVILLE GA 30214-1520

\* ODOMETER READING IS ACTUAL MILEAGE OF THE VEHICLE UNLESS OTHERWISE INDICATED BELOW.

### \* COURT ORDER

1ST LIEN OR SECURITY INTEREST

2ND LIEN OR SECURITY INTEREST

3RD LIEN OR SECURITY INTEREST

### RELEASE OF LIEN OR SECURITY INTEREST

DATE OF RELEASE	SECURITY INTEREST HOLDER	AUTHORIZED AGENT
1ST LIEN _____	_____	BY _____
2ND LIEN _____	_____	BY _____
3RD LIEN _____	_____	BY _____



The Georgia Department of Revenue issued this title pursuant to the Motor Vehicle Certificate of Title Act and this title is subject to its provisions. The Department certifies that on application duly made, the person named herein is registered as the lawful owner of the vehicle described subject to any liens or security interests set forth and such liens or security interests as may subsequently be filed with the Commissioner.

1061147237

*Frank M. Council*

# Georgia Certificate of Title

DISCLAIMER: DO NOT ACCEPT THIS TITLE WITHOUT THE SECURITY THREAD LOCATED APPROXIMATELY TWO INCHES FROM LEFT EDGE.

VEHICLE IDENTIFICATION NUMBER KNDJN2A27E7742119	MAKE KIA	YEAR 2014	TYPE OF BODY MULTI-PURPOS	MODEL SOUL	ODOMETER* 128437	CYL 4	DATE ISSUED 07/29/2024
KNDJN2A27E7742119					128437		
DATE VEHICLE PUR 07/08/2024	FUEL GASOLINE	NEW OR USED USED	PREVIOUS TITLE NBR / STATE OF ISSUE	NBR OF LIENS 0	COLOR SIL	CURRENT TITLE NUMBER 770202295484112	

MAIL TO:



T36

FAYETTE COUNTY  
 140 STONEWALL AVE W  
 STE 101  
 FAYETTEVILLE GA 30214-1520

### OWNER

FAYETTE COUNTY  
 140 STONEWALL AVE W  
 STE 101  
 FAYETTEVILLE GA 30214-1520

\* ODOMETER READING IS ACTUAL MILEAGE OF THE VEHICLE UNLESS OTHERWISE INDICATED BELOW.

### \* COURT ORDER

1ST LIEN OR SECURITY INTEREST

2ND LIEN OR SECURITY INTEREST

3RD LIEN OR SECURITY INTEREST

### RELEASE OF LIEN OR SECURITY INTEREST

DATE OF RELEASE	SECURITY INTEREST HOLDER	AUTHORIZED AGENT
1ST LIEN _____	_____	BY _____
2ND LIEN _____	_____	BY _____
3RD LIEN _____	_____	BY _____



The Georgia Department of Revenue issued this title pursuant to the Motor Vehicle Certificate of Title Act and this title is subject to its provisions. The Department certifies that on application duly made, the person named herein is registered as the lawful owner of the vehicle described subject to any liens or security interests set forth and such liens or security interests as may subsequently be filed with the Commissioner.

1061142691

*Frank M. Council*

# Georgia Certificate of Title

DISCLAIMER: DO NOT ACCEPT THIS TITLE WITHOUT THE SECURITY THREAD LOCATED APPROXIMATELY TWO INCHES FROM LEFT EDGE.

VEHICLE IDENTIFICATION NUMBER 1GNEK13T95R216581	MAKE CHEVROLET	YEAR 2005	TYPE OF BODY MULTI-PURPOS	MODEL TAHOE K1500	ODOMETER* EXEMPT	CYL 8	DATE ISSUED 07/29/2024
1GNEK13T95R216581					EXEMPT		
DATE VEHICLE PUR 07/16/2024	FUEL GASOLINE	NEW OR USED USED	PREVIOUS TITLE NBR / STATE OF ISSUE	NBR OF LIENS 0	COLOR BLK	CURRENT TITLE NUMBER 770202295625112	

MAIL TO:



T36

FAYETTE COUNTY  
140 STONEWALL AVE W  
STE 101  
FAYETTEVILLE GA 30214-1520

### OWNER

FAYETTE COUNTY  
140 STONEWALL AVE W  
STE 101  
FAYETTEVILLE GA 30214-1520

\* COURT ORDER

### 1ST LIEN OR SECURITY INTEREST

\* THIS IS A REPLACEMENT CERTIFICATE AND MAY BE SUBJECT TO THE RIGHTS OF A PERSON UNDER THE ORIGINAL CERTIFICATE

### 2ND LIEN OR SECURITY INTEREST

### 3RD LIEN OR SECURITY INTEREST

### RELEASE OF LIEN OR SECURITY INTEREST

DATE OF RELEASE	SECURITY INTEREST HOLDER	AUTHORIZED AGENT
1ST LIEN _____	_____	BY _____
2ND LIEN _____	_____	BY _____
3RD LIEN _____	_____	BY _____



The Georgia Department of Revenue issued this title pursuant to the Motor Vehicle Certificate of Title Act and this title is subject to its provisions. The Department certifies that on application duly made, the person named herein is registered as the lawful owner of the vehicle described subject to any liens or security interests set forth and such liens or security interests as may subsequently be filed with the Commissioner.

1061134755

*Frank M. Rowell*

**BOARD OF COUNTY COMMISSIONERS**

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

**FAYETTE COUNTY, GEORGIA**

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

140 Stonewall Avenue West  
 Public Meeting Room  
 Fayetteville, GA 30214

**MINUTES**

February 27, 2025  
 5:00 p.m.

---

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

**OFFICIAL SESSION:****Call to Order**

Chairman Lee Hearn called the February 27, 2025, Board of Commissioners meeting to order at 5:02 p.m. A quorum of the Board was present.

**Invocation and Pledge of Allegiance by Vice Chairman Edward Gibbons**

Vice Chairman Edward Gibbons offered the invocation and led the audience in the Pledge of Allegiance.

**Acceptance of Agenda**

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

**PROCLAMATION/RECOGNITION: None****PUBLIC HEARING:**

Planning and Zoning Director Deborah Bell read the Introduction to Public Hearings.

- 1. Consideration of Petition No. 1355-24, Andrea Pope Camp & Jordan Camp, owners; request to rezone 41.78 acres from A-R to R-75 for the purpose of creating additional lots without any new infrastructure; property located in Land Lot 28 of the 7<sup>th</sup> District and fronts on Davis Road and Huiet Drive. This petition was tabled at the January 23, 2025 Board of Commissioners meeting.**

Ms. Bell stated that the first item was Petition No. 1355-24 and that this item was tabled at the January 23, 2025 Board of Commissioners meeting. She stated that the applicant proposed to rezone the property from A-R, Agricultural Residential to R-75, Single Family Residential for the purpose of developing residential neighborhoods of single-family detached homes. As defined in the Comprehensive Plan, Rural Residential II, one unit per two acres, was designated for this area so the rezoning was appropriate. Staff recommended conditional approval. The Planning Commission voted 4-0 to recommend conditional approval with amended conditions. Staff recommended the following conditions: 1) The owner/developer shall dedicate land to Fayette County as needed to provide a minimum 40-ft of right of way as measured from the existing centerline of Davis Road. 2) The owner/developer shall dedicate land to Fayette County as needed to provide a minimum 40-ft of right of way as measured from the existing centerline of Huiet Drive. 3) Submittal of all warranty deed(s) and legal descriptions for right-of-way dedications shall

be provided to the County within 90 days of the approval of the rezoning request, or prior to the final plat approval, whichever comes first. 4) The owner/developer shall improve the gravel road segments fronting the parcel and extend the improvement north on Huiet Drive to meet existing pavement. The improvement shall meet County Standards for Collector Roads and be designed and constructed in accordance with Fayette County's Development Regulations. Alternatively, the owner/developer may pay Fayette County \$1,105,000 so that Fayette County can make the improvements in the future. The work shall be completed, or the payment made, prior to Final Plat approval.

After reviewing this condition (#4), staff recognized the developer did not have the ability to improve the road in its entirety, therefore staff recommended that the condition be amended to read, "the owner or developer may pay Fayette County \$1.05M so that Fayette County can make the improvements in the future. The work should be completed or the payment made prior to the final plat approval." At the Planning Commission meeting the Planning Commission deleted this condition from their recommendation.

5.) The availability of water is conditioned upon, among other things, Fayette County, Georgia, receiving a recorded permanent easement prior to final plat approval if the Construction Plan review process determines a recorded easement is required. Alternatively, any future water infrastructure the County maintains shall be located within an accessible public right-of-way.

Condition six (6) was related to the extension of the water lines. The Planning Commission recommended that condition be omitted. After further review with legal, staff agreed with the recommendation and recommended omitting condition six.

7.) The availability of water is conditioned upon, among other things, Fayette County, Georgia, receiving a recorded permanent easement prior to final plat approval if the Construction Plan review process determines a recorded easement is required. Alternatively, any future water infrastructure the County maintains shall be located within an accessible public right-of-way.

Ms. Bell stated that if the water was extended, there were some requirements from the Water System. She stated that Staff Notes regarding Public Works, condition four (4), was related to the potential traffic load from the parcel under the existing A-R zoning, comparing that to trip estimates, if the lot yield was doubled to sixteen (16) lots. She stated that Huiet Road and Davis Road were unpaved roads, which was the reason for the condition related to the roads. She stated that much of the property to the west and south of this property was mostly A-R and PUD to the southeast. The property to the north and east was R-45. The Land Use Plan showed a combination of Rural Residential II and Rural Residential III in the general area. There are no significant environmental impacts on the property. The concept proposal showed a lot yield of sixteen (16) lots.

Randy Boyd, Agent for the Applicant stated that this property was purchased by Andrea Pope Camp's father back on September 11, 1974. He stated that Ms. Camp inherited the property when her parents passed away in 2011. She was a resident of Fayette County and would like to retire in Fayette County. He stated that the request was to rezone to R-75. He stated that he would like to make one correction. The Planning Commission vote was 3-0-1, Boris Thomas abstained, not 4-0. John Kruzan was absent. He stated that he would like for the Board to approve the conditions as stated by the Planning Commission.

No one spoke in favor or in opposition to this rezoning.

Commissioner Eric Maxwell moved to approve Petition No. 1355-24, Andrea Pope Camp & Jordan Camp, owners; request to rezone 41.78 acres from A-R to R-75 for the purpose of creating additional lots without any new infrastructure; property located in Land Lot 28 of the 7<sup>th</sup> District and fronts on Davis Road and Huiet Drive with conditions, excluding condition #4. Vice Chairman Gibbons seconded for discussion.

Commissioner Charles Rousseau stated that the information before him showed that #4 was originally recommended. He stated that was a material change.

Ms. Bell stated that in the original seven conditions by staff, the Planning Commission recommended deleting #4 and #6. Staff concurred with the deletion of #6 after further discussion with legal.

Vice Chairman Gibbons stated that essentially what staff was recommending was six conditions.

Ms. Bell stated yes.

Commissioner Rousseau stated that he was looking at four conditions that was in the original recommendation to the Planning Commission.

County Administrator Steve Rapson stated that there were six conditions by staff and the Planning Commission embraced four of them. He stated that staff was recommending keeping condition #4 as part of the motion.

Commissioner Maxwell stated that it was not part of his motion. He stated that three different bodies considered this petition. The staff recommended seven conditions and have since deleted the seventh condition. The Planning Commission voted to remove condition #4. He directed Commissioner Rousseau to the page to show the recommended conditions.

Commissioner Rousseau stated that it was a material change if it was not part of the original application. He stated that he also had a question because it said "may" instead of "shall". He asked if the Planning Commission recommended condition #4 in the final recommendation.

Ms. Bell stated no.

Mr. Rapson directed Commissioner Rousseau to the original seven staff recommendations. He stated that the top of the page showed what the Planning Commission recommended, which was only five conditions. There was only one item that staff and the Planning Commission disagreed with, and that was condition #4 of the original recommendations, which was the \$1.1M for the road.

Vice Chairman Gibbons stated that of the seven original conditions, five were recommended by the Planning Commission.

Commissioner Maxwell stated that he wanted to be sure that Commissioner Rousseau understood what was being recommended. He stated that his motion was to remove #4 and quite frankly, he did not care what happened with the other one (#6).

Commissioner Rousseau stated he got it.

Commissioner Oddo stated that Commissioner Maxwell's motion was to approve the petition without the developer having to pay \$1.1M for the road. Staff recommended that the developer pay the \$1.1M for the road and the Planning Commission did not.

Commissioner Maxwell stated that this was not the first time the Board had gone completely against both staff and the Planning Commission.

Mr. Rapson stated that what was before the Board was the Planning Commission's recommendation to exclude #4, which was the road. He stated that Public Works Director Phil Mallon could give clarification on the road.

Vice Chairman Gibbons asked without the rezoning, how many parcels would be allowed to be developed.

Ms. Bell stated approximately eight depending on the geometry. The max would be eight with a five-acre lot.

Vice Chairman Gibbons directed his statement to Mr. Mallon. He stated that there had to be an issue to go from eight lots to sixteen lots in order to cause staff to recommend condition #4, which was for the applicant to pave the road, or the County would have to pave the road.

Mr. Mallon stated that was correct. He stated that there was nothing magic about the number eight. He stated that all the County's gravel roads were a struggle to keep at an adequate level of service. He stated that staff learned that when there was an increase in the density on gravel roads, not only the number of vehicles, but the driveways themselves had a real burden on the maintenance. He stated that the first two years there may not be any issues, but ten, fifteen, twenty years from now it would add up. He stated that when a rezoning request like this one came to staff, it was fairly unusual to get an increase density request on a gravel road, but that tells him that an infrastructure need was there. He stated that he believed it was his responsibility to give the Board an idea of what that cost would be. He stated that if rezoned at a higher density, someone in the future would have to do the improvement. He stated that this was a very conservative estimate. He stated that staff would not pave 1,500 feet on Davis Road. It would either be the entire road project, future CIP (Capital Improvement Project) or SPLOST (Special Purpose Local Option Sales Tax) project, or just Huiet Road up to the existing asphalt.

Commissioner Maxwell asked if the neighborhood to the east and north of this property, was it in unincorporated Fayette County or city of Fayetteville.

Mr. Mallon stated that it was a county development.

Commissioner Maxwell stated that to the right of the property there was road that emptied out of Waterlace onto Davis Road. He stated that Huiet Road, to the west of the property, was also a road.

Mr. Mallon stated yes. He stated that the road was part of the Canoe Club development. The developer paved that portion of Huiet. They stopped about 300 feet from the subdivision property line, and he was not sure why.

Commissioner Maxwell stated that it appeared to be about 100 lots on the development. He asked how much that developer paid Fayette County for future pavement of the road when it was developed twenty years ago.

Mr. Mallon stated that the developer did not pay Fayette County, but they paved a lot of gravel road as part of the project. He stated that the developer installed new infrastructure and paved what was old Huiet Road and Huiet Drive. They also paved the new internal roads. Mr. Mallon stated that there was another subdivision on the south of Davis Road that had two entrances. With this project, any access, would be on gravel. With the other projects the drivers had the choice to access asphalt roads.

Commissioner Maxwell asked if the plan was divided into eight, five-acre tracts, how much was each tract worth.

Mr. Boyd responded to Commissioner Maxwell that he had not studied that on Davis Road. He stated that from experience it would be around \$200,000 per lot. If it was doubled to sixteen lots, per the request, the Huntscliff Subdivision sold twelve lots for \$160,000 each. Mr. Boyd stated that there was a subdivision to the west that also sold for \$160,000. He stated that would be the range based on the prices in the area.

Commissioner Maxwell stated that he would not have to pay the \$1.1M if he developed the property under A-R conditions.

Mr. Boyd stated that under A-R he could do the eight lots.

Commissioner Maxwell stated that if he did the sixteen lots, would having to pay the \$1.1M have a substantial impact on whether he could do the development.

Mr. Boyd stated that as an engineer, he did not understand the impact coming onto the two dirt roads, as expressed from Mr. Mallon. He stated that everyone was going to come out on those roads and that was what the roads were there for.

Commissioner Maxwell asked Mr. Mallon when the road would be paved.

Mr. Rapson stated that it was not on the County's radar to pave the road. He stated that the only reason it was before the Board was because of this development. He stated that when it would be paved would depend on the development along the road. He stated that those who lived on gravel roads do not like paved roads.

Commissioner Maxwell stated there was a different issue. The objection of those on the gravel road to have it paved. He stated that he was sure there were people on that road that did not want it paved.

Mr. Rapson stated that with every development, if it impacted infrastructure, whether a deceleration lane, intersections or roundabouts, it was handled as part of the project. This was the first one dealing with a gravel road since he had been with the County.

Commissioner Maxwell stated that Waterlace Subdivision exited onto a gravel road.

Mr. Mallon stated that the developer for that subdivision did make an improvement on Huiet with continuous asphalt up to Highway 54.

Commissioner Maxwell stated to Highway 54, but not south of Davis Road.

Mr. Mallon stated that was correct.

Mr. Rapson stated that there were gravel roads that were paved by the developer because of the development.

Mr. Mallon added that included the Morgan Falls Subdivision and others.

Commissioner Maxwell asked how much it would cost to pave Davis Road currently.

Mr. Mallon stated a lot more than \$1M.

Chairman Hearn stated that he wanted to be clear how the cost estimate was determined. He stated that because the development was half the length of the road, was the cost to pave 12 feet of the road or 24 feet of the road.

Mr. Mallon stated that the estimate was to pave the entire road to the County's standards. He stated that he did take into account that the County would have half the right-of-way along the road frontage and did a rough estimate to obtain the remaining right-of-way and determine the design cost and construction cost.

Mr. Rapson stated that for clarification, if this project was for eight lots, we would not be discussing the \$1.1M. He stated that if the developer was developing within the 40-acres there would not have a yield of sixteen and that would not necessarily trigger the road having to be increased. He stated that it was the fact that all the density was being dumped on the road.

Commissioner Maxwell stated that the Board approved a development on the end of Davis Road and the discussion about one property being built at the corner, had no condition for the developer to provide money to pave the road. He stated that now the County was asking the developer for \$1.1M because she wanted to build eight new properties. He asked what the line was. If it was four, would she be required to pay the \$1.1M.

Mr. Mallon stated that there was no magic number. He stated that the example cited was the most extreme to justify. He stated that it was one lot at the corner and the asphalt apron on Davis Road extended to the new driveway. He stated that he was trying to get a gauge from the Board what that trigger number for this type of condition would be.

Commissioner Maxwell asked what the standard in the Uniformed Traffic manual was that said the County should do what was being recommended by staff for the gravel road. He asked was there a standard in "the book."



Mr. Mallon stated no. He stated that the recommendation was based on staff's experience. When density on the gravel road was increased, the County's cost to maintain the road at a minimum level of service increased. He stated that he did not know any way to quantify that other than to say this was the cost. He stated that he did not feel it was appropriate for him, in his position, to say, "no comment" because the development on this road will have consequences.

Commissioner Maxwell stated that he emailed the Board the Georgia Superior Court decision by Judge Edwards that occurred on the TSTT Investment case, that the County lost. He stated that one of the things in the decision was that "if you take the economic value out of developing property", you lose. He asked if this rezoning request met the requirements regardless of if rezoned with or without a condition added for the road.

Mr. Rapson stated that was up to the Board. He stated that it was in the Comprehensive Plan for this rezoning. He stated that the question was, what conditions the Board wanted to approve. He stated that staff was not recommending to not rezone but was adding conditions.

Mr. Mallon stated that staff was uncomfortable on the traditional development of nonresidential and there were standards in "the book". He stated that this was not in "the book". He continued that all the departments have the responsibility to protect the area they work in, and his area was transportation. He stated that he was just raising a red flag to say, if redeveloped, it will have an impact and the perfect mitigation to the impact would be to pave the road and here was an approximate cost estimate.

Commissioner Maxwell noted that no one spoke in favor or in opposition of this request. He stated that it did not appear that the rezoning was controversial.

Mr. Rapson stated that ultimately, the residents that did not have an opinion now, would be impacted because down the road when the road would need to be paved, the money needed to pave the road would have to be paid by the citizens. He stated that it would be the developer now or the citizens later.

Commissioner Maxwell stated that no one was asking for Davis Road to be paved. He stated that he could not support extracting that kind of money from the developer to pave the road. He stated that in regard to the hypothetical given by Mr. Rapson, taxpayers pay for all the other roads in Fayette County and that was who would pay for Davis Road, when needed.

After calculating, Chairman Hearn stated that if the developer sold sixteen lots at \$160,000 that would be \$2,560,000 and if the developer sold eight lots at \$200,000 that would be \$1.6M. He stated that was roughly an increase in value for the developer of about \$1M and it would not make sense, if he was the developer, to give the County \$1M if it would only generate another \$1M by going to sixteen lots. He stated that the level of service offered on dirt roads was not the same level of service on a cul-de-sac paved street and trying to keep people satisfied as the "road guy" was not easy. He shared his appreciation for the process.

Commissioner Oddo stated that he understood the desire to do sixteen lots instead of eight lots because it was certainly more valuable. He stated that was not what the Board was here to do. He stated that he was looking at the plat and there were no internal roads so all the lots would enter the dirt road. He stated that these roads were not on any plans to be paved soon, which meant that staff would have to adjust their paving schedule and something else would go wanting. He stated that the applicant could build eight homes now without any issues. If the road had to be paved, it would be the taxpayers paying it. He stated that his question was, "Do the rest of the taxpayers pay for that road now, for this subdivision to generate sixteen homes?" He stated that even though on the Land Use Plan, was it the appropriate time to do it. He stated that Mr. Mallon advised the Board that the road would not be able to handle sixteen new homes and would need to be paved. He stated that this was not a question of the applicant not being able to do anything, they can build eight homes now. He stated that he could not justify approving this as motioned without doing something about the road situation.

Commissioner Rousseau stated that he understood the quagmire. His question was for clarity and point of order. He stated that if staff, who was hired, with the professional backgrounds and experiences was looking at the development of the County, made a recommendation to the Planning Commission, which was a citizenry advisory committee that did not have the background as

staff, and they [Planning Commission] changed it, this caused him concern. He stated, as mentioned, the requirements were not in a book somewhere, but it had an impact.

Assistant County Attorney Ali Cox stated that the staff made the recommendation to the Planning Commission, the Planning Commission made a recommendation that staff then looked over and brought to the Board. She stated that the applicant was aware of the conditions and had been from the beginning.

Vice Chairman Gibbons stated that the applicant was asking to rezone this property according to the Future Land Use Plan. He stated that it would be hard for him to say no to that. He continued that if someone wanted to buy a house on a dirt road and it was going to cause additional wear and tear by having sixteen driveways on the road, that was caveat emptor.

Commissioner Maxwell asked Commissioner Rousseau if he was requesting more time before voting.

Commissioner Rousseau stated that there was nothing in "the book". He stated that this was a test case. He stated that often time, in any jurisdiction, it was on the developer. He stated that he was amendable to Commissioner Maxwell's suggestion to bring this back. He stated that he wanted more time. He asked staff, if tabled, what could they come up with.

Mr. Rapson stated that staff could give a list of the roads that have been paved but everything discussed was all that staff had to offer. There was no standard. The standard was that when a development occurred it was reviewed based on the development and the impact.

Chairman Hearn stated that his was on the agenda for September and it is now, February. He stated that he felt the Board needed to vote on this item.

Mr. Boyd stated that they had to come up with a figure for what they believed the property would sell for. He broke down the different cost to the developer. He stated that it boiled down to, the developer could not pay to pave this road. He stated that the County had a money stream in the tax structure and grants. He continued that it was impossible for the developer to do this. As for the sixteen driveways, he stated that he spoke to Mr. Mallon and the developer could do a shared driveway. He stated that a traffic study was done, and it said that over 50% would use this section. He questioned that sixteen lots would make a difference. If the Board approved this request with the condition, it was not fair to her because she could not do this. He stated that the Planning Commission asked him if he agreed to the condition, and he said no because the developer could not do it. He stated that if condition #4 was approved, the developer would not go through with sixteen lots and R-75 was the proper zoning.

Commissioner Eric Maxwell moved to approve Petition No. 1355-24, Andrea Pope Camp & Jordan Camp, owners; request to rezone 41.78 acres from A-R to R-75 for the purpose of creating additional lots without any new infrastructure; property located in Land Lot 28 of the 7<sup>th</sup> District and fronts on Davis Road and Huiet Drive with conditions, excluding condition #4. Vice Chairman Gibbons seconded. The motion passed 3-2. Commissioner Rousseau and Commissioner Oddo voted in opposition.

**2. Consideration of Petition No. 1359-24, Jerry M. Gable, owner, & Christine Flanigan, agent, request to rezone 31.144 acres from R-45 Conditional (Single-Family Residential) to A-R (Agricultural-Residential); property located in Land Lots 73 & 88 of the 5th District and fronts on S. Jeff Davis Drive and Dixon Circle.**

Ms. Bell stated that the applicant submitted a request to withdraw Petition No. 1359-24, Jerry M. Gable, owner, & Christine Flanigan, agent, request to rezone 31.144 acres from R-45 Conditional (Single-Family Residential) to A-R (Agricultural-Residential); property located in Land Lots 73 & 88 of the 5th District and fronts on S. Jeff Davis Drive and Dixon Circle.

Commissioner Charles Rousseau moved to approve the Petitioner's request to withdraw No. 1359-24, Jerry M. Gable, owner, & Christine Flanigan, agent, request to rezone 31.144 acres from R-45 Conditional (Single-Family Residential) to A-R (Agricultural-Residential); property located in Land Lots 73 & 88 of the 5th District and fronts on S. Jeff Davis Drive and Dixon Circle. Vice Chairman Gibbons seconded. The motion passed 5-0.

**3. Consideration of Petition No. RDP-021-24, Michael P. Pompeo, owner; requests to Revise the Development Plan for Brechin Park subdivision, to allow the subdivision of the 17-acre estate lot; property zoned PUD-PRD and fronts on Brechin Drive.**

Ms. Bell stated that the applicant submitted a request to withdraw Petition No. RDP-021-24, Michael P. Pompeo, owner; requests to Revise the Development Plan for Brechin Park subdivision, to allow the subdivision of the 17-acre estate lot; property zoned PUD-PRD and fronts on Brechin Drive.

This request was approved by the Planning Commission. Since it was already advertised, staff was obligated to bring it before the Board.

Commissioner Rousseau moved to approve the Petitioner's request to withdraw Petition No. RDP-021-24, Michael P. Pompeo, owner; requests to Revise the Development Plan for Brechin Park subdivision, to allow the subdivision of the 17-acre estate lot; property zoned PUD-PRD and fronts on Brechin Drive. Commissioner Oddo seconded. The motion passed 5-0.

**4. Consideration of Resolution 2025-01 to Transmit the Fayette County 2024 Annual Report on Fire Services Impact Fees (FY2024), including Comprehensive Plan amendments for updates to the Capital Improvements Element and Short-Term Work Program (FY2025-FY2029) to Atlanta Regional Commission for review by Department of Community Affairs (DCA).**

Ms. Bell stated that this item was a requirement by the Georgia Development Impact Fee and Minimum Planning Standards and Fayette County, in collaboration with the Towns of Tyrone, Brooks and Woolsey prepared the Fayette County Annual Report on Fire Service Impact Fees, including Comprehensive Plan amendments and updates to the Capital Improvements Element (CIE) and Short-Term Work Program. This request was to present to the Board, the report for approval to submit to Atlanta Regional Commission (ARC) and Department of Community Affairs (DCA). The towns of Tyrone, Brooks and Woolsey have already approved their reports for transmittal. Once a notice of compliance was received from DCA and ARC, staff will bring it back to the Board for adoption. She stated that this was a financial report that documented that the County was spending impact fees on the approved projects and in the approved programs, as voted on.

No one spoke in favor or opposition.

Vice Chairman Gibbons moved to approve Resolution 2025-01 to Transmit the Fayette County 2024 Annual Report on Fire Services Impact Fees (FY2024), including Comprehensive Plan amendments for updates to the Capital Improvements Element and Short-Term Work Program (FY2025-FY2029) to Atlanta Regional Commission for review by Department Community Affairs (DCA). Commissioner Oddo seconded. The motion passed 5-0.

**PUBLIC COMMENT: None.**

*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:**

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

- 5. Approval of the Mid-Year Budget Adjustments to the fiscal year 2025 budget and approval to close completed Capital, Capital Improvement Plan (CIP) Projects, and Water System CIP Projects.**
- 6. Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County Assessor's Office for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$3,259.50 for one intern.**

7. **Approval of the Georgia County Internship Program Grant Agreement from Association County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Solicitor General's Office for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$3,259.50 for one legal intern.**
8. **Approval of the Georgia County Internship Program Grant Agreement from Association of County Commissioners of Georgia (ACCG) Civic Affairs Foundation, Inc. to the Fayette County State Court for award of the General Georgia County Internship Program (GCIP) Grant in the amount of \$3,259.50 for one intern.**
9. **Approval to apply for FY26 Accountability Court Operating Grant in the amount of \$156,289 with a match of \$23,443.**
10. **Approval of the February 13, 2025, Board of Commissioners Meeting Minutes.**

**OLD BUSINESS:** None.

**NEW BUSINESS:**

11. **Request to approve the recommendation of the Selection Committee to appoint J.T. Rabun to the Fayette County Library Board for a four-year term beginning January 1, 2025 and expiring December 31, 2028.**

Library Director Michelle Bennett-Copeland stated that she was requesting Board's approval to appoint Mr. J.T. Rabun as a member of the library board. She stated that he had a wealth of experience as a professional, as a part-time engineer and she felt he would bring relevance to the library.

Chairman Hearn thanked Mr. Rabun for his willingness to serve.

Commissioner Oddo moved to approve the appointment of J.T. Rabun to the Fayette County Library Board for a four-year term beginning January 1, 2025 and expiring December 31, 2028. Vice Chairman Gibbons seconded. The motion passed 5-0.

12. **Request to approve the recommendation of the Selection Committee to reappoint Zulema Green to the Fayette County Library Board for a four-year term beginning January 1, 2025 and expiring December 31, 2028.**

Mrs. Bennett-Copeland stated that Ms. Green served on the library board for four years and was seeking reappointment. She stated that she was requesting the Board's approval to allow her to remain on the board.

Commissioner Oddo moved to approve the reappointment of Zulema Green to the Fayette County Library Board for a four-year term beginning January 1, 2025 and expiring December 31, 2028. Commissioner Rousseau seconded. The motion passed 5-0.

13. **Consideration of a request from the City of Fayetteville for Fayette County to serve as the local sponsor for a federally-funded path project that would extend from Tiger Trail to The Ridge Nature Preserve, with all costs for the project provided by the City of Fayetteville.**

Mr. Mallon stated that staff received notice in January of a grant opportunity through the Georgia Department of Transportation, Transportation Alternative Program. Fayette County and other local governments in the Atlanta region are normally not eligible for the program. This year there was extra money so it was made available for those that normally would not be eligible for the program. He stated that staff had two projects that they would like to submit application for. This one was a City of Fayetteville project. The application would be submitted by the City of Fayetteville and 100% paid by the City. The City was asking the County to serve as the local sponsor. This project would provide pathways to the school complex, down Highway 54, through City Center and through the land owned by the City that had a development plan in place. It would cross Grady Avenue and wrap around the school. He stated that this portion was County property and there were details to be worked out. There were concerns about watershed buffers and if it would impact the landfill and permits. The pathways would continue down First Manassas Mile Road

and tie into the Ridge Nature Preserve. He stated that it was about three-and-a-half miles at \$8M, but no money from Fayette County. He stated that he was seeking, on behalf of the City of Fayetteville, for Fayette County to serve as the local sponsor if the application was awarded to the City.

Vice Chairman Gibbons moved to approve the City of Fayetteville for Fayette County to serve as the local sponsor for a federally funded path project that would extend from Tiger Trail to The Ridge Nature Preserve, with all costs for the project provided by the City of Fayetteville. Commissioner Oddo seconded.

Commissioner Oddo asked how long and what type of path it would be.

Mr. Mallon stated that he did not have that detail. He stated that the City of Fayetteville, at a minimum, was discouraging golf carts.

Vice Chairman Gibbons moved to approve the City of Fayetteville for Fayette County to serve as the local sponsor for a federally funded path project that would extend from Tiger Trail to The Ridge Nature Preserve, with all costs for the project provided by the City of Fayetteville. Commissioner Oddo seconded. The motion passed 5-0.

**14. Request to submit a Georgia Department of Transportation (GDOT) Transportation Alternatives Program (TAP) grant application for the Kenwood Road Path Project (R-6) in the amount of \$4,800,000, with a local match of \$1,200,000 and a total project cost estimate of \$6,000,000.**

Mr. Mallon stated that this was the same program as item #13, but it was County staff seeking approval to submit an application. He stated that it was a SPLOST project and that a concept plan was ready. He stated that it was along Kenwood Road and was about 1.2 miles, just west of the elementary school, down to Longview Road. Staff was requesting the traditional, 80/20 match. He stated that the County already had the match through money allocated for that project. This money would allow staff to do a more elaborate project.

Vice Chairman Gibbons moved to approve to submit a Georgia Department of Transportation (GDOT) Transportation Alternatives Program (TAP) grant application for the Kenwood Road Path Project (R-6) in the amount of \$4,800,000, with a local match of \$1,200,000 and a total project cost estimate of \$6,000,000. Commissioner Rousseau seconded. The motion passed 5-0.

**15. Request to submit a Georgia Department of Transportation (GDOT) Transportation Alternatives Program (TAP) grant application for the Sandy Creek Road Path Project (Project FTP-426) in the amount of \$4,000,000, with a local match of \$1,000,000, and a total project cost estimate of \$5,000,000.**

Mr. Mallon stated that this was also a path project. He stated that it was in the central part of the county. The proposal was for the path to go down Sandy Creek Road to Trilith, where Sandy Creek terminated at the Veterans Parkway roundabout. Mr. Mallon stated that this project would check off a lot of boxes that would make it a strong application. It provided continuity for a bigger path network and design, and it tied into a formerly awarded federal aid roundabout project. Staff received letters of support from the Fayette County Development Authority, who may also be willing to help with funding, as well as Trilith, US Soccer, QTS and a local bike/walk advocate. The path would be approximately 1.2 miles and cost about \$5M total for the project.

Vice Chairman Gibbons asked, in relation to the other project where it was already SPLOST funded, where would the matching funding for this project come from.

Mr. Mallon stated that there was undesignated money in SPLOST for paths. He stated that the other thing that made this project attractive was that it was 55% in the unincorporated county and 45% in the City of Fayetteville. The City of Fayetteville gave a resolution stating their support of partnering and paying their prorated share for the project.

Chairman Hearn stated that it would be good to speak with the Development Authority to help with the 20%.

Mr. Rapson stated that the “seed” had been planted.

Vice Chairman Gibbons moved to approve to submit a Georgia Department of Transportation (GDOT) Transportation Alternatives Program (TAP) grant application for the Sandy Creek Road Path Project (Project FTP-426) in the amount of \$4,000,000, with a local match of \$1,000,000, and a total project cost estimate of \$5,000,000. Commissioner Oddo seconded.

Commissioner Rousseau asked staff to encourage the participants that provided the letter of support, to also assist with extending the Kenwood Park pathway system. He stated that partners are needed in that area also.

Mr. Mallon stated that he agreed.

Vice Chairman Gibbons moved to approve to submit a Georgia Department of Transportation (GDOT) Transportation Alternatives Program (TAP) grant application for the Sandy Creek Road Path Project (Project FTP-426) in the amount of \$4,000,000, with a local match of \$1,000,000, and a total project cost estimate of \$5,000,000. Commissioner Oddo seconded. The motion passed 5-0.

**16. Request to approve for the Road Department to purchase new Tack Truck under Georgia State Contract 99999-SPD-SPD0000155-0007 in the amount of \$250,027, and to surplus the old Tack Truck #21814 and Dump Truck #10802.**

Road Department Director Steve Hoffman briefed the Board regarding a dump truck that caught fire and spread to the tack truck. He stated that someone saw the fire and thought the building was on fire. Within ten minutes of the fire starting, two trucks were fully involved. The fire department responded, essentially saving the rest of the fleet because the fire would have continued to spread.

Vice Chairman Gibbons moved to approve for the Road Department to purchase new Tack Truck under Georgia State Contract 99999-SPD-SPD0000155-0007 in the amount of \$250,027, and to surplus the old Tack Truck #21814 and Dump Truck #10802. Commissioner Rousseau seconded. The motion passed 5-0.

**17. Request to award Contract #1428-P: Fayette County Public Safety Radio System; Change Order No. 9 to E.F. Johnson Company to modify preventative maintenance payment milestones, accept the separation for ALV/ESChat, design coverage enhancements, establish warranty start dates, and formalize agreement of payment of completed deliverables, with no net change in the contract amount.**

Mr. Rapson stated that this was the accumulation of roughly a year-and-a-half worth of effort working with the current vendor. He stated that this Change Order was to realign an existing contingency that was in the contract, so it was not additional money. He explained that it would fund the eleventh cell tower needed to get the 95% range. It would trigger the two-year maintenance implementation and also re-establish the acceptance and final deliverables to keep the leverage in place, to make sure it was completed in a timely manner. It would also reallocate the Peachtree City site to a different location. He stated that it would retrofit all the ten existing ones and get the system to the 95% needed.

Vice Chairman Gibbons moved to approve Contract #1428-P: Fayette County Public Safety Radio System; Change Order No. 9 to E.F. Johnson Company to modify preventative maintenance payment milestones, accept the separation for ALV/ESChat, design coverage enhancements, establish warranty start dates, and formalize agreement of payment of completed deliverables, with no net change in the contract amount. Commissioner Maxwell seconded.

In response to Commissioner Rousseau, 911 Director Katye Vogt stated that she did not have a firm completion because to add the tower, lease negotiations would be needed. It would be approximately twelve months once she received approval, and a lease agreement was in place. She stated that the location was up north Highway 85, near the old J&R building, near the county line.

Vice Chairman Gibbons moved to approve Contract #1428-P: Fayette County Public Safety Radio System; Change Order No. 9 to E.F. Johnson Company to modify preventative maintenance payment milestones, accept the separation for ALV/ESChat, design coverage enhancements, establish warranty start dates, and formalize agreement of payment of completed deliverables, with no net change in the contract amount. Commissioner Maxwell seconded. The motion passed 5-0.

**18. Request to ratify the approval of Contract #2515-B Roof Repairs Fayette Community Health Building to Alpha Roofing Systems, LLC /DBA ACR Commercial Roofing in the sum of \$333,682.00.**

Commissioner Rousseau moved to approve the ratification of Contract #2515-B Roof Repairs Fayette Community Health Building to Alpha Roofing Systems, LLC /DBA ACR Commercial Roofing in the sum of \$333,682.00. Vice Chairman Gibbons seconded.

Commissioner Rousseau asked if there was a timeline for starting and completion.

Project Consultant Tim Symonds stated that materials are being ordered, and he planned to meet to get the confirmed start date. He stated that the contractor stated that they would need 40 days to complete the roof.

Commissioner Rousseau stated that he was concerned about the next rain.

Mr. Symonds stated that temporary repairs had been made to stop any additional leaks. He continued that it would depend on when the materials arrived.

Commissioner Rousseau moved to approve the ratification of Contract #2515-B Roof Repairs Fayette Community Health Building to Alpha Roofing Systems, LLC /DBA ACR Commercial Roofing in the sum of \$333,682.00. Vice Chairman Gibbons seconded. The motion passed 5-0.

**ADMINISTRATOR'S REPORTS:**

Mr. Rapson stated that there was a resolution on the dais from the City of Fayetteville regarding the paths. He asked for prayers for County Attorney Davenport's mother.

**ATTORNEY'S REPORTS:**

**Notice of Executive Session:** Assistant County Attorney Ali Cox stated that there were four items for Executive Session. Three items involving real estate acquisition, and the review of the February 13, 2025 Executive Session Minutes.

**COMMISSIONERS' REPORTS:**

**Commissioner Maxwell** stated that he was pleased to learn that there was pig/hog at Animal Control. He stated that it came at the two-week anniversary that the Board voted to build a barn. He stated that he believed it was a sign from God that the Board made the right decision.

**Commissioner Rousseau** stated that he appreciated the robust discussion regarding the impact fees and things of that nature. He stated that he had a resident that lived on a gravel road, and he could not get a consist schedule. He stated that he knew the challenges that staff faced with those decisions as the county grows.

**EXECUTIVE SESSION:**

**Three items involving real estate acquisition and the review of the February 13, 2025 Executive Session Minutes.** Commissioner Oddo moved to go into Executive Session. Vice Chairman Gibbons seconded. The motion passed 5-0.

The Board recessed into Executive Session at 6:31 p.m. and returned to Official Session at 7:03 p.m.

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

**Approval of the February 13, 2025 Executive Session Minutes:** Commissioner Oddo moved to approve February 13, 2025 Executive Session Minutes. Vice Chairman Gibbons seconded the motion. The motion passed 5-0.

**ADJOURNMENT:**

Commissioner Oddo moved to adjourn the February 27, 2025 Board of Commissioners meeting. Vice Chairman Gibbons seconded. The motion passed 5-0.

The February 27, 2025 Board of Commissioners meeting adjourned at 7:03 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 13<sup>th</sup> day of March 2025. Attachments are available upon request at the County Clerk's Office.



# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:  #13

**Wording for the Agenda:**

Consideration to enter into an Intergovernmental Agreement between Fayette County and the City of Fairburn to supply potable water to residents and businesses within the City of Fairburn and for the City of Fairburn to pay an additional \$2,500,000 for supply this capacity.

**Background/History/Details:**

The draft Intergovernmental Agreement (IGA) is a result of the City of Fairburn to have a dependable potable water supply for their residents and businesses. The City of Fairburn approached Fayette County Water System in early 2024 to explore the possibility of supplying the City with 1.5 million of gallons of water per day for a minimum of five years.

Upon the City's request, the 1.5 MGD was analyzed for sustainability in the water system's hydraulic model. The model analysis along with the 2021 Water Demand Analysis showed the system could provide this capacity if additional storage capacity was available. This IGA will allow a line connection between FCWS and the City of Fairburn. Additionally, it allows the City of Fairburn to pay one third the cost of installing a one-million gallon elevated storage tank with their contribution not exceeding \$2,500,000.

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

Consideration to enter into an Intergovernmental Agreement between Fayette County and the City of Fairburn to supply potable water to residents and businesses within the City of Fairburn and for the City of Fairburn to pay an additional \$2,500,000 for supply of this capacity.

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

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**

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF FAIRBURN AND  
FAYETTE COUNTY, GEORGIA FOR WATER SUPPLY**

THIS AGREEMENT entered into the \_\_\_ day of \_\_\_\_\_, 2025, by and between THE CITY OF FAIRBURN, a body politic of the State of Georgia (hereinafter, the “City”) and FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (hereinafter, the “County”), collectively referred to as “Parties.”

**RECITALS**

**WHEREAS**, the City owns and operates the City of Fairburn which serves as the potable water system for residents and businesses in Fairburn, Georgia (hereinafter, the “Fairburn Water System”); and

**WHEREAS**, the County owns and operates the Fayette County Water System which serves as the potable water system for residents and businesses in Fayette County, Georgia (hereinafter, the “Fayette Water System”); and

**WHEREAS**, the City and the County desire to enter into a water supply agreement in furtherance of their operations to provide potable water to the residents and businesses within their respective jurisdictions.

**NOW, THEREFORE**, in consideration of the mutual covenants and benefits flowing between the Parties as set forth more fully below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE 1.****LEGAL AUTHORITY**

The County and the City are authorized to enter into an intergovernmental agreement in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. Each of the Parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by implication.

**ARTICLE 2.****OBLIGATIONS OF THE COUNTY**

2.1 **Infrastructure.** The County shall provide the needed infrastructure to the Fulton County/Fayette County, Georgia line located at Thompson Road and Hwy 74 (hereinafter, the “Connection Area”). The County shall provide any infrastructure needed to supply water to the City. The County shall maintain the line extension and all associated infrastructure located in Fayette County. The County shall contribute the balance of the actual cost towards constructing a one-million-gallon elevated storage tank within Fayette County.

2.2 **Access.** The County shall provide the City with twenty-four hour, seven days a week water supply at an average annual volume of 1.5 MGD to the Connection Area for water supply. However, the City shall not draw a volume of water from the County in excess of 1.5 MGD in any twenty-four-hour period. The County shall provide the City with a peak daily flow rate of 2.25 MGD, not exceeding a volume of 1.5 MG over any 24-hour period.

2.3 **Delivery of Water.** Except in emergency conditions, the County shall deliver water

meeting all state and federal requirements for public water systems.

### **ARTICLE 3.**

#### **OBLIGATIONS OF THE CITY**

3.1 **Infrastructure.** The City shall provide the line extension and any associated infrastructure to extend the Fairburn Water System to the Fulton County/Fayette County Georgia line located at the Connection Point. The City shall provide any infrastructure needed to receive water from, and supply water to, the City. The City shall maintain the line extension and all associated infrastructure located in Fulton County. The City shall pay one third the cost of installing a one-million-gallon elevated storage tank. and understands that the County will contribute one-third of the amount of those costs. However, the City understands that the County's contribution is capped at \$2,500,000 and the County understands the City's contribution is capped at \$2,500,000

3.2 **Cost.** The City shall pay the wholesale rate to the County for any water received from the County and shall be billed on a monthly basis.

3.3 **Access.** The City shall agree to take an average annual water volume of 1.5 MGD (547.5 million gallons annually). However, the Authority shall not draw a volume of water from the County in excess of 1.5 MGD in any twenty-four-hour period.

### **ARTICLE 4.**

#### **TERMINATION**

This Agreement shall terminate unless either Party provides written notice during the Initial Term or any Renewal Term, as the case may be, as those terms are defined herein, at least ninety (90) days prior to the end of the Initial Term, or the Renewal Term, of this Agreement.

**ARTICLE 5.****TERM**

The term of this Agreement shall be five (5) years (the “Initial Term”). This Agreement may be renewed for an additional term of one (1) year (a “Renewal Term”). A Renewal Term is not automatic. Should either Party provide written request for a Renewal Term, such written request must be received by the other Party at least ninety (90) days prior to the end of the Initial Term, or any Renewal Term, as the case may be. The other Party may agree to the Renewal Term by providing written confirmation of agreement within ten (10) days of receiving the written request. Any subsequent Renewal Term, if any, may be renewed under the same terms and conditions as the original Renewal Term. The total duration for the Initial Term and subsequent consecutive Renewal Terms shall not exceed fifty (50) years.

**ARTICLE 6.****RATE**

The rate that the County shall charge for the water supply shall be billed monthly at the wholesale rate.

**ARTICLE 7.****MISCELLANEOUS**

7.1 **Emergency.** If either Party is confronted by an emergency event or stoppage over which they have no control, it is understood and agreed that this Agreement does not obligate the County to guarantee continuity of water service, or the delivery of any specific quantity of water.

7.2 Damage. Neither Party will be liable for any failure, interruption or shortage of water, or any loss or damage resulting therefrom.

7.3 Water Restriction. If either Party, in its discretion, institutes water restrictions, the receiving Party must also institute the same or more severe restrictions for water conservation to the same degree as the most restrictive provider's restrictions to the initiating water restriction entity.

7.4 Indemnity. To the extent provided by law, the City and the County shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Losses") arising from the indemnifying Party's breach of any term or condition of this Agreement or from the negligence or misconduct of the indemnifying Party or its agents, employees or contractors. The duties described in this Paragraph shall apply as of the effective date of this Agreement and survive the termination of this Agreement.

7.5 Severability. If any provision of this Agreement is invalid or unenforceable with respect to any Party, then the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by law; if fulfillment of any provision of this Agreement, or performance of any transaction related hereto, at the time such fulfillment or performance shall be due, shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled or performed shall be reduced to the limit of such validity.

7.6 Binding Effect. This Agreement shall be binding on and inure to the benefit of the

respective party's successors and permitted assignees.

7.7 Governing Law. This Agreement shall be construed by the laws of the State of Georgia. The Authority and the County consent to the venue and jurisdiction of the Superior Court of Fayette County, Georgia.

7.8 Captions and Recitals. The captions and recitals of this Agreement are to be construed as part of this Agreement.

7.9 No Waiver. No provision of this Agreement shall be deemed to have been waived by either Party unless the waiver is in writing and signed by the Party against whom enforcement is attempted, nor shall a waiver by a Party of any right hereunder at any given time be deemed a waiver thereof for any other time.

7.10 Notice. Any notice required to be given in this Agreement will be made to the address of other parties set forth below:

County:

County Administrator  
Fayette County, Georgia  
140 Stonewall Avenue West, Suite 100  
Fayetteville, Georgia 30214

City:

City Administrator  
City of Fairburn  
314 NW Broad Street  
Fairburn, Georgia 30213

**IN WITNESS WHEREOF**, the County and Authority have executed this Agreement as of the date first above written.

BOARD OF COMMISSIONERS OF THE CITY OF FAIRBURN  
BOARD OF COMMISSIONS FAYETTE

COUNTY, GEORGIA

by:

by:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
LEE HEARN, Chairman

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Tameca P. Smith, County Clerk

[SEAL]

[SEAL]