

BOARD OF ELECTIONS

Addison Lester, Chairman
Darryl Hicks
Aaron Wright

FAYETTE COUNTY, GEORGIA

Floyd L Jones, Director
April Crosby, Elections Supervisor
Brian Hill, County Registrar



140 Stonewall Avenue West
Elections Office, Suite 208
Fayetteville, GA 30214

AGENDA

January 22, 2019
5:00 p.m.

Welcome to the meeting of your Fayette County Board of Elections. Your participation is appreciated. All regularly scheduled Board meetings are open to the public and are generally held on the 4th Tuesday of each month at 5:00 p.m.

Chairman to Call the Meeting to Order

Approval of the Agenda

PUBLIC COMMENTS:

APPROVAL OF MINUTES:

1. Consideration of staff's request to approve the December 10, 2018 Board of Elections' Meeting Minutes. **Pages 1-7**

PUBLIC HEARING:

2. Public Hearing of staff's recommendation to remove registered Fayette County voters from the Electors List who are registered in the State of Georgia's Secretary of State Voter Registration System as deceased. **Pages 8-16**
3. Public Hearing of staff's recommendation to remove registered Fayette County voters from the Electors List who are registered in the State of Georgia's Secretary of State Voter Registration System as felons. **Pages 17-21**

CONSENT AGENDA:

4. Consideration of staff's recommendation to enter into an Intergovernmental Agreement with the City of Fayetteville for the purpose of conducting the city's 2019 municipal election(s), and authorization for the Elections Director to attest said agreement. **Pages 22-26**
5. Consideration of staff's recommendation to enter into an Intergovernmental Agreement with the City of Peachtree City for the purpose of conducting the city's 2019 municipal election(s), and authorization for the Elections Director to attest said agreement. **Pages 27-31**
6. Consideration of staff's recommendation to enter into an Intergovernmental Agreement with the Town of Tyrone for the purpose of conducting the city's 2019 municipal election(s), and authorization for the Elections Director to attest said agreement. **Pages 32-36**

7. Consideration of staff's recommendation to enter into an Intergovernmental Agreement with the Town of Brooks for the purpose of conducting the city's 2019 municipal election(s), and authorization for the Elections Director to attest said agreement. **Pages 37-41**
8. Consideration of staff's recommendation to enter into an Intergovernmental Agreement with the Town of Woolsey for the purpose of conducting the city's 2019 municipal election(s), and authorization for the Elections Director to attest said agreement. **Pages 42-46**

OLD BUSINESS:

9. Continued consideration of a letter received from The Lawyers' Committee for Civil Rights Under Law requesting the Board of Elections and other parties to reconsider the placement of the Sheriff's signs at polling places in Fayette County. **Pages 47-54**

NEW BUSINESS:

DIRECTOR'S REPORT:

ATTORNEY'S REPORTS:

BOARD MEMBERS REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

BOARD OF ELECTIONS AGENDA REQUEST FORM

MEETING DATE	<input type="text" value="01/22/2019"/>	AGENDA ITEM #	<input type="text" value="One (1)"/>
PRESENTER(S)	<input type="text" value="Floyd L. Jones, Director"/>		
TYPE OF REQUEST	<input type="text" value="Minutes"/>		

WORDING FOR THE AGENDA

Consideration of staff's request to approve the December 10, 2018 Board of Elections' Meeting Minutes.

BACKGROUND / HISTORY / DETAILS

O.C.G.A. 50-14-1(3)(B) reads: The regular minutes of a meeting subject to this chapter shall be promptly recorded and such records shall be open to public inspection once approved as official by the agency or its committee, but in no case later than immediately following its next regular meeting; provided, however, that nothing contained in this chapter shall prohibit the earlier release of minutes, whether approved by the agency or not. Such minutes shall, at a minimum, include the names of the members present at the meeting, a description of each motion or other proposal made, the identity of the person making and seconding the motion or other proposal, and a record of all votes. The name of each person voting for or against a proposal shall be recorded. It shall be presumed that the action taken was approved by each person in attendance unless the minutes reflect the name of the persons voting against the proposal or abstaining.

SPECIFIC ACTION / DIRECTION SOUGHT

Approve the December 10, 2018 Board of Elections' Meeting Minutes.

BOARD OF ELECTIONS

Addison Lester, Chairman
 Darryl Hicks
 Aaron Wright

FAYETTE COUNTY, GEORGIA

Floyd L Jones, Director
 April Crosby, Elections Supervisor
 Brian Hill, County Registrar



140 Stonewall Avenue West
 Elections Office, Suite 208
 Fayetteville, GA 30214

AGENDA

December 10, 2018

4:00 p.m.

Welcome to the meeting of your Fayette County Board of Elections. Your participation is appreciated. All regularly scheduled Board meetings are open to the public and are generally held on the 4th Tuesday of each month at 5:00 p.m.

Chairman to Call the Meeting to Order

Chairman Lester called the December 10, 2018 Board of Elections meeting to order at 4:00 p.m. and he welcomed all in attendance.

Approval of the Agenda

Mr. Hicks moved to approve the Agenda as published. Mr. Wright seconded the motion. The motion passed 3-0.

PUBLIC COMMENTS:

Alberta Lucas: Ms. Lucas stated she was aware of a number of elderly and disabled voters who complained about coming to the second floor to vote since they were accustomed to voting on the first floor. Ms. Lucas asked if anything had been settled with regard to volunteers in the Elections Office. Director Jones stated that matter had been put to the side for the time being in order to work on and to move past the Elections. Ms. Lucas asked how a person can register to vote at the Department of Motor Vehicles (DMV) and if the county had oversight of that process. County Registrar Brian Hill replied that a person who is obtaining a driver's license can request to be registered to vote at the same time. If that driver makes that request, then notification is sent over to the respective County Elections Office for the registrars to evaluate and register as able. He explained that the partnership is based on state law and the county has no oversight of the DMV.

Tish Naghise: Ms. Naghise asked how the Absentee by Mail ballots were mailed out for the December 4, 2018 Runoff Election. County Registrar Brian Hill stated that the County did not get its ballots until Tuesday, November 20 and therefore had to send ballots out immediately to the "Rollover" voters that include military, disabled, and elderly voters on Wednesday, November 21. He said the ballots were going overseas and they had to be mailed out. Mr. Hill stated that the county mailed approximately 752 Absentee by Mail ballots. Other ballots that were not part of the rollover ballots could not be mailed out Tuesday afternoon. He said approximately 400 letters were going out a day. Ms. Naghise asked how many ballots were dated on December 4, 2018 and were received by December 7, 2018. Mr. Hill replied 283 came after December 4, 2018 that counted, and he said that number included military (UOCAVA) ballots. Ms. Naghise asked if there is an accounting of how many ballots were received after December 4. Mr. Hill replied there are 283 that were received after December 4. Ms. Naghise asked if there were any numbers regarding how many ballots were rejected. Mr. Hill replied he can provide the number but he did not have them. Mr. Hicks asked how long records were kept for rejected ballots. Mr. Hill stated that the records are kept for two years. Ms. Naghise asked if consideration would be given for future elections. Mr. Jones replied that consideration would be given for future elections and, furthermore, how the future elections would be planned mattered a great deal on the upcoming legislation with the potential of new machines, paper ballots, and updated procedures.

Leonard Presberg: Mr. Presberg said he has tracking information for a ballot that the United States Postal Service said a ballot was delivered on December 6, 2018. County Registrar Brian Hill replied that he had received the ballot but it was postdated as December 7, 2018 and received by the Elections Office on December 10. Mr. Presberg stated that his son's ballot, according to the United States Postal Service, was postmarked on December 4 and was delivered on December 6. Mr. Hill stated that the ballot was postmarked for a different day and received on December 10. Mr. Presberg stated this would be his last meeting as Chairman of the Fayette County Democratic Committee and he thanked staff for being super responsive and very helpful. He said there are disagreements over process and learning about how things work, but he said everyone has been great to work with. He thanked the whole Board, Director Jones, and the staff for their work. Mr. Hicks stated that Mr. Presberg has been very publically about his appreciation for the Elections Department.

Peggy Hamm: Ms. Hamm stated she was trained and served as a Poll Watcher during the November 2018 election at the Rising Starr Precinct. She said she was treated very rudely by Mr. Truman Simons at the polling location. Ms. Hamm asked if Mr. Simons has the authority to direct her. Ms. Hamm stated that the poll manager and staff were unhelpful to her and Mr. Simons was rude. She said that was the temper of the day and that it went very poorly for her. Ms. Hamm asked how made the decision about voting machines since she did not believe enough machines were placed at the polling locations. Director Jones stated he was the one who made the decision on the number of machines and he gave a reason on how the decision was made. Mr. Hicks thanked Ms. Hamm for providing her feedback. Mr. Wright added that elections are a very busy and stressful time and there needs to be mercy extended to everyone involved. Chairman Lester thanked Ms. Hamm for her information.

CERTIFICATION:

1. Certification of the December 4, 2018 General Runoff Election.

County Registrar Brian Hill presented the rejected ballots first. Mr. Hill recommended rejecting Doris W. Sharp's provisional ballot since she is registered in Fulton County. He also recommended Janita Law's provisional ballot also be rejected since she too is a registered voter in Fulton County.

Mr. Hill recommended that the following provisional ballots be counted since the voters are registered Fayette County residents who voted out of precinct: Matthew Robert Almond, Bridgette J. Phillips, Charlotte W. Seldon; Robert G. James, Cynthia Abrams, David Charles Schlau, Jr.; Shannon Woolf, Jill F. Pattiz, Regito Barr and Stephanie Cunningham.

Mr. Hill recommended that the following ballot be counted since the voter is registered in Fayette County but was not on the Elector's List: Daniel L. Bailey.

Chairman Lester moved to approve staff's recommendations for approving and rejecting provisional ballots. Mr. Wright seconded the motion. The motion passed 3-0.

Mr. Presberg questioned whether his son's ballot should be counted. County Registrar Brian Hill stated that Mr. Presberg's son's ballot was mailed out after the Rollover ballots were mailed.

Mr. Presberg stated that the ballot was put in a priority envelope and mailed to the county. He was concerned how it arrived outside of the priority envelope and was stamped on December 7, 2018. Discussion followed on how the ballot would be stamped if it was in a priority envelope. Mr. Presberg stated that something was wrong since even the ballot did not have a stamp on it. Mr. Hill stated that Mr. Presberg's ballot was received by the Elections Office on Monday, December 10, 2018.

Mr. Hicks asked County Attorney Dennis Davenport why the ballot could not be counted given there is discrepancy involved. Mr. Davenport replied that the ballot had to be postmarked by December 4 and in the possession of the county by December 7. He stated that the person who checks the mail will swear on an affidavit that all ballots were delivered on Friday, December 7 and that the subject ballot was not received by December 7. Mr. Presberg stated there is a problem and a ballot is not getting counted that should be counted.

Mr. Wright stated that special exceptions cannot be made given the information that the county has. Mr. Hicks stated a follow-up conversation should be had with the Post Office. Chairman Lester added that there needs to be clarify about how the county handles priority mail.

County Registrar Brian Hill and Elections Supervisor April Crosby left the meeting to begin processing the provisional ballots and producing certification paperwork.

At the conclusion of the Board Reports, the updated count was presented to the Board.

Mr. Hicks moved to certify the December 4, 2018 Board of Elections meeting with the information presented by County Registrar Brian Hill. Mr. Wright seconded the motion. The motion passed 3-0. The Board then signed the certification documents.

APPROVAL OF MINUTES:

2. Consideration of staff's request to approve the November 16, 2018 Board of Elections' Meeting Minutes.

Mr. Wright moved to approve the November 16, 2018 Board of Elections' Meeting Minutes. Mr. Hicks seconded the motion. The motion passed 3-0.

PUBLIC HEARING:

3. Public Hearing of staff's recommendation to remove registered Fayette County voters from the Electors List who are registered in the State of Georgia's Secretary of State Voter Registration System as deceased.

Mr. Wright moved to approve staff's recommendation to remove registered Fayette County voters from the Electors List who are registered in the State of Georgia's Secretary of State Voter Registration System as deceased. Mr. Hicks seconded the motion. The motion passed 3-0. A copy of the request, identified as "Attachment 1," follows these minutes and is made an official part hereof.

4. Public Hearing of staff's recommendation to remove registered Fayette County voters from the Electors List who are registered in the State of Georgia's Secretary of State Voter Registration System as felons.

Mr. Wright moved to approve staff's recommendation to remove registered Fayette County voters from the Electors List who are registered in the State of Georgia's Secretary of State Voter Registration System as felons. Mr. Hicks seconded the motion. The motion passed 3-0. A copy of the request, identified as "Attachment 2," follows these minutes and is made an official part hereof.

CONSENT AGENDA:

There were no items on Consent Agenda.

OLD BUSINESS:

There were no items on Old Business.

NEW BUSINESS:

5. Consideration of a letter received from The Lawyers Committee for Civil Rights Under Law requesting the Board of Elections and other parties to reconsider the placement of Sheriff's signs at polling places in Fayette County.

Director Jones provided a context on receiving the phone call from The Lawyers Committee and how he made a decision to remove the sign from the Kenwood Baptist Church polling precinct. Mr. Jones stated that as the fact became clear to him, the discussion involved signs that were printed by the Sheriff's Office and provided to the Elections Office a few years earlier. He added that the signs are actually placed at all thirty-six polling places. He stated that the sign only provides state law that basically informs voters that polling locations are patrolled by the Sheriff's Office. He said he spoke to Major Brian Eubanks with the Fayette County Sheriff's Office and he was told that regardless whether signs are present or not, the Sheriff's Office will still patrol the areas. He added that this discussion was interesting since, if signs are intimidating, how about actual Sheriff's Deputies who actually assigned to polling precincts at schools all day long. Discussion followed.

County Attorney Dennis Davenport suggested that the Sheriff's Office may have been reacting to something and making the signs was part of the reaction. He suggested that conversation be held with the Sheriff's Office to learn why the signs were made and distributed to begin with. He also suggested that the actual code reads and the code should be provided at the January meeting.

The Board agreed to have this matter readdressed at the January 2019 Board of Elections meeting. A copy of the request, identified as "Attachment 3," follows these minutes and is made an official part hereof.

6. Discussion about staff's vacation schedule for the remainder of Calendar Year 2018.

Director Jones stated that given the need to reduce April Crosby's comp time and given the resignation of Leigh Combs, the county staff was placed in times of being shorthanded. By the time the issues were resolved and Brian Hill was hired, the county had moved into Election season. Election season just concluded and there were still significant chunks of time to take with regard to vacation. He presented the vacation schedule to the Board, mentioned that he would actually be losing some vacation time based on this schedule, but recognized that is just the way the "ball bounced" this year. It was pointed out that there would be some days when staff was at a minimum, but Mr. Jones added that this time of year slows down so there should be no real problems. He further added that during conferences, staffing goes even lower than the proposed minimal staffing as recommended in the coming weeks.

The Board stated they had no problem with the vacation schedule as presented. The Board did not vote on this matter. A copy of the request, identified as "Attachment 4," follows these minutes and is made an official part hereof.

7. Discussion concerning whether a Board of Elections member should carry a weapon to a public meeting on county property.

Mr. Hicks stated he wanted this on the Agenda since during the last meeting Mr. Wright came to the meeting with a gun holstered to his side. He said his first question was about what do the county rules say? Secondly, he wanted to know the impact of carrying a gun in a Board of Elections meeting. He asked County Attorney Dennis Davenport to address these matters.

Mr. Davenport stated that over time, state law regarding carrying firearms has changed. He said there are a couple of models to consider. He said the first model is the citizen model meaning if a citizen who is a licensed carrier of a firearm can gain entrance into a public building so long as the building is not restricted or has a screening process by security personnel. He stated that the Administrative Complex has multiple entrances as opposed to a courthouse. He said the default position is that a gun can be brought to a public building so long as it is not restricted. Mr. Davenport stated the second model is the employee model meaning an employee of Fayette County cannot bring a firearm into the county building. He said the employee is able to carry as a citizen, but cannot carry based on the employment arrangement with the county. He said the question before him does not fit either the citizen model or the employee model since it is a hybrid model that needs to be pieced together. Mr. Davenport stated that the law will not say what he is about to say, but it involves logic and reasoning.

Mr. Davenport stated that a citizen who is a licensed carrier of a gun can enter a public building as described earlier, but that does not mean the person can access all parts of the building. The citizen is prohibited from certain areas because they are not employees, irrespective of firearms. A person can have access to the building but not to every place in a building.

He stated that if a person comes to the Elections Office, they are free to come in, but they are not allowed behind the counter which serves as a barrier to a portion of the building where only employees are allowed. He said the technology does not define the barrier, but the layout of the office does. Mr. Davenport stated that a person can come to county meeting in the Public Meeting Room with a gun during a meeting since it is a public space, however, there is a place not accessible to the public namely where the elected officials and staff sit. Mr. Davenport stated that in the present Board of Elections meeting, there is not really a public barrier so a person could wear a gun into the Board of Elections meeting without restriction given the current setup. He said when the office is used for only county business then it is restricted, but when a public meeting is held, there needs to be definition. Mr. Davenport stated that barriers and the lack of barriers make a difference.

Mr. Davenport stated that with regard to the Board of Elections, who is clothed with extra authority than the general member of the public, needs to answer if a setting is informal like the current meeting or is it restricted in some degree. He stated that the members of the Board of Elections need to work together and within their spheres of influence while coming to a resolution that everyone can agree to.

Mr. Wright said there are different barriers. For instance, at the courthouse there is a barrier that would stop or thwart an act of physical violence as opposed to the dais in a public meeting room which provides no barrier. Mr. Davenport said he was not referring to "barrier" as a physical barrier used to counteract force acted upon it, but he used the word as a physical symbol to the general public notifying the public where they are not welcome.

Mr. Hicks asked if it matters if the Board members are compensated by the County. Mr. Davenport stated that the Board member is not an employee but could be covered under the county's insurance policy- something not afforded to the general public. Mr. Hicks stated that if the meeting is being held downstairs and behind a dais, then the dais serves as a barrier. He asked if a person on the Board of Elections goes behind the dais and carries a gun. Mr. Davenport stated that there is no good solution since there is no authority to do anything, so he encouraged the Board members to work together to come to a reasonable solution.

Chairman Lester said he was not present at the last meeting. He said it is awkward that the Board of Elections should do something that the Elections staff cannot do. He thought there were double standards.

Mr. Hicks stated the Board of Elections should not give a false perception in its capacity as a Board of Elections. He said he did not believe a gun should be worn at all at any Board of Elections meeting.

Chairman Lester thanked Mr. Davenport for his legal analysis. Mr. Hicks also thanked Mr. Davenport.

DIRECTOR'S REPORT:

Compliments to Staff: Mr. Jones echoed Mr. Presberg's comments by thanking staff. He stated that the November election was unprecedented and it left uncertainty about the December Runoff Election. He said each staff member has their individual roles to play and everyone comes with individual strengths and weaknesses, but at the end of it all the elections were held successfully.

Mr. Wright agreed with Mr. Jones' statement and said he had heard many compliments and good feedback.

ATTORNEY'S REPORTS:

No Attorney's Report was provided.

BOARD MEMBERS REPORTS:

Mr. Hicks: Mr. Hicks stated that this November 2018 election will give good feedback for future elections. Mr. Presberg asked if numbers were available showing how many people voted during the additional hours that were provided. Mr. Jones replied that he had the information saved on his computer. The Board asked him to provide the information at the January meeting.

Chairman Lester: Chairman Lester stated that some of the feedback he received was that there were voters who were coming to the wrong precinct to vote on Election Day- and at times there were more people questioning where to vote than actually voting. Discussion followed. Ms. Alberta Lucas suggested that perhaps some workshops could be held providing voter education. Mr. Hicks added there is a proposed law that would allow voters to vote at any precinct in the county, and that would be helpful.

Mr. Wright: Mr. Wright asked for a review the training protocols for elections clerks, assistant managers, and managers. He also wanted a review about what poll watchers can and cannot do, and how to handle elderly voters. Mr. Wright reiterated his fervent desire that the county policies be changed so that county employees can defend themselves. He said it was shameful that the county places potential liability in front of the personal safety of its employees. He said he had said that before and he would say that again.

Mr. Hicks: Mr. Hicks disagreed with Mr. Wright's position on county policies saying the liability is tremendous.

Chairman Lester: Chairman Lester stated he would follow up with County Administrator Steve Rapson about space and a new location. Mr. Hicks asked Chairman Lester to mention that something was said about the arraignments even earlier in this meeting. Mr. Wright added he gave a presentation to the Republican Party a couple of weeks ago and was questioned repeatedly about why the election was held upstairs.

EXECUTIVE SESSION:

There was no Executive Session.

ADJOURNMENT:

Mr. Hicks moved to adjourn the December 10, 2018 Board of Elections meeting. Mr. Wright seconded the motion. The motion passed 3-0.

The December 10, 2018 Board of Elections Meeting adjourned at 5:38 p.m.

Floyd L. Jones, Director

Addison Lester, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Elections of Fayette County, Georgia, held on the 22nd day of January 2019. Referenced attachments are available upon request in the Board of Elections' Office.

Floyd L. Jones, Director

BOARD OF ELECTIONS AGENDA REQUEST FORM

MEETING DATE	<input type="text" value="01/22/2019"/>	AGENDA ITEM #	<input type="text" value="Two (2)"/>
PRESENTER(S)	<input type="text" value="Floyd L. Jones, Director"/>		
TYPE OF REQUEST	<input type="text" value="Public Hearing"/>		

WORDING FOR THE AGENDA

Public Hearing of staff's recommendation to remove registered Fayette County voters from the Electors List who are registered in the State of Georgia's Secretary of State Voter Registration System as deceased.

BACKGROUND / HISTORY / DETAILS

O.C.G.A. 21-2-228(d) and 21-2-231 provide instructions pertaining to the removal of registered voters from an Elector's List.

The Secretary of State's Office provides monthly reports to county offices detailing deceased voters. This request is based on the information provided from the Secretary of State's Office. Families are notified by an official letter informing them of the removal of these electors.

Each person in question has been notified of this meeting via first-class mail as required by law.

SPECIFIC ACTION / DIRECTION SOUGHT

Conduct Public Hearing on staff's recommendation to remove registered Fayette County voters from the Electors List who are registered in the State of Georgia's Secretary of State Voter Registration System as deceased.

DECEASED

WEEK OF DECEMBER 24, 2018

GEORGIA SECRETARY OF STATE VOTER REGISTRATION SYSTEM

CANCELLED VOTERS

Cancelled Date	Status with Reason	Last Name	First Name	Suffix	Race	Gender	Residence Address	Voter Registration #
12/26/2018	Cancelled Deceased	DOLHANCZYK	ALEXANDER		Unknown	MALE	405 CONSTITUTION CIR PEACHTREE CITY GA 30269	10256962
12/26/2018	Cancelled Deceased	GALANTE	MICHAEL		Other	MALE	2108 CHERRY TREE LN PEACHTREE CITY GA 30269	07540537
12/26/2018	Cancelled Deceased	HAAS	TILO		White not of Hispanic Origin	MALE	103 SHANNON RUN PEACHTREE CITY GA 30269	00102227
12/26/2018	Cancelled Deceased	HARRISON	LYNDA		White not of Hispanic Origin	FEMALE	245 CRABAPPLE RD FAYETTEVILLE GA 30215	10700690
12/26/2018	Cancelled Deceased	LEVEL	ROBERT	III	Black not of Hispanic Origin	MALE	125 HIETT CT FAYETTEVILLE GA 30214-4792	07782114
12/26/2018	Cancelled Deceased	PHILLIPS	DAVID		White not of Hispanic Origin	MALE	135 MCELWANEY WAY FAYETTEVILLE GA 30215-2773	00092759
12/26/2018	Cancelled Deceased	TYSON	VERA		White not of Hispanic Origin	FEMALE	489 ELLISON RD TYRONE GA 30290	02127380
12/26/2018	Cancelled Deceased	DAVIS	RUTH		Black not of Hispanic Origin	FEMALE	227 SPEAR RD FAYETTEVILLE GA 30215	01508210

DECEASED

WEEK OF JANUARY 1, 2019

GEORGIA SECRETARY OF STATE VOTER REGISTRATION SYSTEM								
CANCELLED VOTERS								
Cancelled Date	Status with Reason	Last Name	First Name	Suffix	Race	Gender	Residence Address	Voter Registration #
01/03/2019	Cancelled Deceased	MCCLINTON	GEORGE		Black not of Hispanic Origin	UNKNOWN	125 GRAY FOX PT FAYETTEVILLE GA 30214	11117213

DECEASED

WEEK OF JANUARY 7, 2019

GEORGIA SECRETARY OF STATE VOTER REGISTRATION SYSTEM								
CANCELLED VOTERS								
Cancelled Date	Status with Reason	Last Name	First Name	Suffix	Race	Gender	Residence Address	Voter Registration #
01/07/2019	Cancelled Deceased	LEWIS	BARBARA		Unknown	FEMALE	112 BRAELINN CT PEACHTREE CITY GA 30269	11189929

DECEASED

WEEK OF JANUARY 14, 2019

GEORGIA SECRETARY OF STATE VOTER REGISTRATION SYSTEM								
CANCELLED VOTERS								
Cancelled Date	Status with Reason	Last Name	First Name	Suffix	Race	Gender	Residence Address	Voter Registration #
01/15/2019	Cancelled Deceased	GREENE	ROBERT	JR	Unknown	MALE	111 LEXINGTON PASS PEACHTREE CITY GA 30269-3285	08673935
01/15/2019	Cancelled Deceased	JOHANSONS	ELIZABETE		White not of Hispanic Origin	FEMALE	245 GREENFIELD CIR FAYETTEVILLE GA 30215-2621	07245169
01/15/2019	Cancelled Deceased	LEATH	CRYSTAL		White not of Hispanic Origin	FEMALE	240 STONERIDGE WAY FAYETTEVILLE GA 30215	08023280
01/15/2019	Cancelled Deceased	SMITH	WANDA		White not of Hispanic Origin	FEMALE	113 KENTON PL PEACHTREE CITY GA 30269	10835629

BOARD OF ELECTIONS AGENDA REQUEST FORM

MEETING DATE	<input type="text" value="01/22/2019"/>	AGENDA ITEM #	<input type="text" value="Three (3)"/>
PRESENTER(S)	<input type="text" value="Floyd L. Jones, Director"/>		
TYPE OF REQUEST	<input type="text" value="Public Hearing"/>		

WORDING FOR THE AGENDA

Public Hearing of staff's recommendation to remove registered Fayette County voters from the Electors List who are registered in the State of Georgia's Secretary of State Voter Registration System as felons.

BACKGROUND / HISTORY / DETAILS

O.C.G.A. 21-2-228(d) and 21-2-231 provide instructions pertaining to the removal of registered voters from an Elector's List.

The Secretary of State's Office provides monthly reports to county offices detailing registered felons. This request is based on the information provided from the Secretary of State's Office. Families are notified by an official letter informing them of the removal of these electors.

Each person in question has been notified of this meeting via first-class mail as required by law.

SPECIFIC ACTION / DIRECTION SOUGHT

Conduct Public Hearing on staff's recommendation to remove registered Fayette County voters from the Electors List who are registered in the State of Georgia's Secretary of State Voter Registration System as felons.

FELON

MONTH OF DECEMBER 2018

GEORGIA SECRETARY OF STATE VOTER REGISTRATION SYSTEM

CANCELLED VOTERS

Cancelled Date	Status with Reason	Last Name	First Name	Suffix	Race	Gender	Residence Address	Voter Registration #
12/26/2018	Cancelled Felon	ALLEN	CYNTHIA		White not of Hispanic Origin	FEMALE	150 DEERFIELD LN FAYETTEVILLE GA 30214	04791043
12/26/2018	Cancelled Felon	CULBRETH	CRATUS		Unknown	MALE	245 MONMOUTH DR FAYETTEVILLE GA 30214	11531406
12/26/2018	Cancelled Felon	HORTON	AARON		White not of Hispanic Origin	MALE	105 GREENVIEW CIR FAYETTEVILLE GA 30214	10548981
12/26/2018	Cancelled Felon	PETERSON	JHONDRUE		Black not of Hispanic Origin	MALE	255 STONEWALL AVE W APT 5 FAYETTEVILLE GA 30214	06086847
12/26/2018	Cancelled Felon	MAYO	DUSTAIN		Unknown	MALE	255 RIDGE RD TYRONE GA 30290	11616170
12/26/2018	Cancelled Felon	MARSHALL	BRADLEE		Unknown	MALE	135 MORNING SPRINGS WALK FAYETTEVILLE GA 30214	07029143

FELON

MONTH OF JANUARY 2019

GEORGIA SECRETARY OF STATE VOTER REGISTRATION SYSTEM

CANCELLED VOTERS

Cancelled Date	Status with Reason	Last Name	First Name	Suffix	Race	Gender	Residence Address	Voter Registration #
01/17/2019	Cancelled Felon	BRIGGS	DOUGLAS	JR	White not of Hispanic Origin	MALE	145 ANTEBELLUM WAY FAYETTEVILLE GA 30215	11511960
01/17/2019	Cancelled Felon	EVANS	SAMUEL		White not of Hispanic Origin	MALE	404 JOURNEYS END PEACHTREE CITY GA 30269	06986023
01/17/2019	Cancelled Felon	GRAY	STEPHEN		White not of Hispanic Origin	MALE	516 HIGHWAY 85 CONNECTOR BROOKS GA 30205	05927798
01/17/2019	Cancelled Felon	GRIFFIN	YASMEEN		Hispanic	FEMALE	205 FLAT CREEK CT PEACHTREE CITY GA 30269	10253980
01/17/2019	Cancelled Felon	PRESCOTT	WILLIAM		White not of Hispanic Origin	MALE	130 LIBBY LN TYRONE GA 30290	04044004
01/17/2019	Cancelled Felon	TALLMAN	JEAN		Unknown	FEMALE	105 LOWERY DR FAYETTEVILLE GA 30215-7071	06815738
01/17/2019	Cancelled Felon	WARIBOKO	IPALIBO		Black not of Hispanic Origin	MALE	187 BURCH RD FAYETTEVILLE GA 30215	07456685
01/17/2019	Cancelled Felon	WERTZ	ERIK		White not of Hispanic Origin	MALE	80 SMOKERISE PT PEACHTREE CITY GA 30269	06268253
01/17/2019	Cancelled Felon	ZIMMERMAN	KURT		Unknown	MALE	125 SMOKE MONT DR FAYETTEVILLE GA 30214	12037050
01/17/2019	Cancelled Felon	WILLIAMS	TASHA		White not of Hispanic Origin	FEMALE	470 PADGETT RD SENOIA GA 30276	08076474
01/17/2019	Cancelled Felon	BROWN	LARRY		White not of Hispanic Origin	MALE	250 LEE ST FAYETTEVILLE GA 30214	04181848
01/17/2019	Cancelled Felon	LEATHERS	KATIE		White not of Hispanic Origin	FEMALE	185 VALLEY VIEW DR TYRONE GA 30290	12051093

BOARD OF ELECTIONS AGENDA REQUEST FORM

Meeting Date	<input type="text" value="01/22/2019"/>	Agenda Number	<input type="text" value="Four (4)"/>
Type of Request	<input type="text" value="Consent Agenda"/>		
Presenter(s)	<input type="text" value="Floyd L. Jones, Elections Director"/>		

WORDING FOR THE AGENDA

Consideration of staff's recommendation to enter into an Intergovernmental Agreement with the City of Fayetteville for the purpose of conducting the city's 2019 municipal election(s), and authorization for the Elections Director to attest said agreement.

BACKGROUND / HISTORY / DETAILS

The City of Fayetteville has offices up for election this year. Historically, the city- along with all Fayette County's municipalities- has entered into Intergovernmental Agreements allowing for the Fayette County Board of Elections and the Elections Office to conduct the municipal elections. Election Day is November 5, 2019.

Fayette County shall operate as superintendent of the elections and shall perform any and all functions of the city in connection with the conduct of the elections. The city performs duties pertaining to the qualification of candidates, acting as qualifying officer, and provides notification to the State Elections Commission concerning candidacy compliance. All charges, unless otherwise stated, are the responsibility of the city.

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SPECIFIC ACTION OR DIRECTION REQUESTED

Approval of staff's recommendation to enter into an Intergovernmental Agreement with the City of Fayetteville for the purpose of conducting the city's 2019 municipal election(s), and authorization for the Elections Director to attest said agreement.

STATE OF GEORGIA
COUNTY OF FAYETTE

**INTERGOVERNMENTAL AGREEMENT FOR CONDUCTING MUNICIPAL
ELECTIONS**

This Agreement entered into this _____ day of _____ 2019 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 performance of its governmental functions will hold the elections 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 elections and the City has heretofore adopted such an ordinance; and

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

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

NOW THEREFORE, for an 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’s general election to be held on November 5, 2019 and any and all run-offs which may be necessary and any special elections that may occur within twelve (12) months of this Agreement.

2.

Fayette County through the Fayette County Board of Elections shall operate as superintendent of the aforementioned elections and shall perform any and all functions of the City or any of the City’s officials in connection with the conduct of such elections 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 the qualification 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 elections along with all ancillary equipment and necessary supplies.

5.

All the voting equipment shall be programmed by the Center for Elections currently located at Georgia's Secretary of State's Office- Election Division.

6.

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

7.

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

9.

To the extent permitted by law, the City shall indemnify, defend and hold harmless the County from any liability and/or litigation expenses to which the County may be subjected as a consequence of or as a result of the elections for the City. The City will furthermore, to the extent provided 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 elections. Said reimbursement shall be paid by the City within thirty (30) days of invoice by the County.

10.

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

11.

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

12.

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

FAYETTE COUNTY, GEORGIA

By: _____

Randy C. Ognio, Chairman

Attest:

Tameca P. White, County Clerk

CITY OF FAYETTEVILLE

By: _____
Edward Johnson, Mayor

Attest:

Anne Barksdale, Clerk

Attest:

Floyd L. Jones, Elections Director

BOARD OF ELECTIONS AGENDA REQUEST FORM

Meeting Date	<input type="text" value="01/22/2019"/>	Agenda Number	<input type="text" value="Five (5)"/>
Type of Request	<input type="text" value="Consent Agenda"/>		
Presenter(s)	<input type="text" value="Floyd L. Jones, Elections Director"/>		

WORDING FOR THE AGENDA

Consideration of staff's recommendation to enter into an Intergovernmental Agreement with the City of Peachtree City for the purpose of conducting the city's 2019 municipal election(s), and authorization for the Elections Director to attest said agreement.

BACKGROUND / HISTORY / DETAILS

The City of Fayetteville has offices up for election this year. Historically, the city- along with all Fayette County's municipalities- has entered into Intergovernmental Agreements allowing for the Fayette County Board of Elections and the Elections Office to conduct the municipal elections. Election Day is November 5, 2019.

Fayette County shall operate as superintendent of the elections and shall perform any and all functions of the city in connection with the conduct of the elections. The city performs duties pertaining to the qualification of candidates, acting as qualifying officer, and provides notification to the State Elections Commission concerning candidacy compliance. All charges, unless otherwise stated, are the responsibility of the city.

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SPECIFIC ACTION OR DIRECTION REQUESTED

Approval of staff's recommendation to enter into an Intergovernmental Agreement with the City of Peachtree City for the purpose of conducting the city's 2019 municipal election(s), and authorization for the Elections Director to attest said agreement.

STATE OF GEORGIA
COUNTY OF FAYETTE

**INTERGOVERNMENTAL AGREEMENT FOR CONDUCTING MUNICIPAL
ELECTIONS**

This Agreement entered into this _____ day of _____ 2019 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 performance of its governmental functions will hold the elections 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 elections and the City has heretofore adopted such an ordinance; and

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

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

NOW THEREFORE, for an 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’s general election to be held on November 5, 2019 and any and all run-offs which may be necessary and any special elections that may occur within twelve (12) months of this Agreement.

2.

Fayette County through the Fayette County Board of Elections shall operate as superintendent of the aforementioned elections and shall perform any and all functions of the City or any of the City’s officials in connection with the conduct of such elections 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 the qualification 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 elections along with all ancillary equipment and necessary supplies.

5.

All the voting equipment shall be programmed by the Center for Elections currently located at Georgia's Secretary of State's Office- Elections Division.

6.

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

7.

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

9.

To the extent permitted by law, the City shall indemnify, defend and hold harmless the County from any liability and/or litigation expenses to which the County may be subjected as a consequence of or as a result of the elections for the City. The City will furthermore, to the extent provided 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 elections. Said reimbursement shall be paid by the City within thirty (30) days of invoice by the County.

10.

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

11.

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

12.

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

FAYETTE COUNTY, GEORGIA

By: _____

Randy C. Ognio, Chairman

Attest:

Tameca P. White, County Clerk

CITY OF PEACHTREE CITY

By: _____

Vanessa Fleisch, Mayor

Attest:

Betsy Tyler, Clerk

Attest:

Floyd L. Jones, Elections Director

BOARD OF ELECTIONS AGENDA REQUEST FORM

Meeting Date	<input type="text" value="01/22/2019"/>	Agenda Number	<input type="text" value="Six (6)"/>
Type of Request	<input type="text" value="Consent Agenda"/>		
Presenter(s)	<input type="text" value="Floyd L. Jones, Elections Director"/>		

WORDING FOR THE AGENDA

Consideration of staff's recommendation to enter into an Intergovernmental Agreement with the Town of Tyrone for the purpose of conducting the city's 2019 municipal election(s), and authorization for the Elections Director to attest said agreement.

BACKGROUND / HISTORY / DETAILS

The City of Fayetteville has offices up for election this year. Historically, the city- along with all Fayette County's municipalities- has entered into Intergovernmental Agreements allowing for the Fayette County Board of Elections and the Elections Office to conduct the municipal elections. Election Day is November 5, 2019.

Fayette County shall operate as superintendent of the elections and shall perform any and all functions of the city in connection with the conduct of the elections. The city performs duties pertaining to the qualification of candidates, acting as qualifying officer, and provides notification to the State Elections Commission concerning candidacy compliance. All charges, unless otherwise stated, are the responsibility of the city.

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SPECIFIC ACTION OR DIRECTION REQUESTED

Approval of staff's recommendation to enter into an Intergovernmental Agreement with the Town of Tyrone for the purpose of conducting the town's 2019 municipal election(s), and authorization for the Elections Director to attest said agreement.

STATE OF GEORGIA
COUNTY OF FAYETTE

**INTERGOVERNMENTAL AGREEMENT FOR CONDUCTING MUNICIPAL
ELECTIONS**

This Agreement entered into this _____ day of _____ 2019 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 performance of its governmental functions will hold the elections 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 elections and the Town has heretofore adopted such an ordinance; and

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

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

NOW THEREFORE, for an 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’s general election to be held on November 5, 2019 and any and all run-offs which may be necessary and any special elections that may occur within twelve (12) months of this Agreement.

2.

Fayette County through the Fayette County Board of Elections shall operate as superintendent of the aforementioned elections and shall perform any and all functions of the Town or any of the Town’s officials in connection with the conduct of such elections 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 the qualification 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 elections along with all ancillary equipment and necessary supplies.

5.

All the voting equipment shall be programmed by the Center for Elections currently located at Georgia's Secretary of State's Office- Elections Division.

6.

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

7.

Staffing for 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 elections (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 elections, costs of printing, mailing and processing absentee ballots, the costs of expendable supplies and a pro-rated maintenance cost for the voting equipment. An invoice for the costs and expenses of the elections shall be submitted to the Town and the Town shall remit payment of the invoice to Fayette County within thirty (30) days of receipt of the invoice.

9.

To the extent permitted by law, the Town shall indemnify, defend and hold harmless the County from any liability and/or litigation expenses to which the County may be subjected as a consequence of or as a result of the elections for the Town. The Town will furthermore, to the extent provided 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 elections. Said reimbursement shall be paid by the Town within thirty (30) days of invoice by the County.

10.

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

11.

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

12.

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

FAYETTE COUNTY, GEORGIA

By: _____

Randy C. Ognio, Chairman

Attest:

Tameca P. White, County Clerk

TOWN OF TYRONE

By: _____

Eric Dial, Mayor

Attest:

Dee Baker, Clerk

Attest:

Floyd L. Jones, Elections Director

BOARD OF ELECTIONS AGENDA REQUEST FORM

Meeting Date	<input type="text" value="01/22/2019"/>	Agenda Number	<input type="text" value="Seven (7)"/>
Type of Request	<input type="text" value="Consent Agenda"/>		
Presenter(s)	<input type="text" value="Floyd L. Jones, Elections Director"/>		

WORDING FOR THE AGENDA

Consideration of staff's recommendation to enter into an Intergovernmental Agreement with the Town of Brooks for the purpose of conducting the city's 2019 municipal election(s), and authorization for the Elections Director to attest said agreement.

BACKGROUND / HISTORY / DETAILS

The City of Fayetteville has offices up for election this year. Historically, the city- along with all Fayette County's municipalities- has entered into Intergovernmental Agreements allowing for the Fayette County Board of Elections and the Elections Office to conduct the municipal elections. Election Day is November 5, 2019.

Fayette County shall operate as superintendent of the elections and shall perform any and all functions of the city in connection with the conduct of the elections. The city performs duties pertaining to the qualification of candidates, acting as qualifying officer, and provides notification to the State Elections Commission concerning candidacy compliance. All charges, unless otherwise stated, are the responsibility of the city.

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SPECIFIC ACTION OR DIRECTION REQUESTED

Approval of staff's recommendation to enter into an Intergovernmental Agreement with the Town of Brooks for the purpose of conducting the town's 2019 municipal election(s), and authorization for the Elections Director to attest said agreement.

STATE OF GEORGIA
COUNTY OF FAYETTE

**INTERGOVERNMENTAL AGREEMENT FOR CONDUCTING MUNICIPAL
ELECTIONS**

This Agreement entered into this _____ day of _____ 2019 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 performance of its governmental functions will hold the elections 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 elections and the Town has heretofore adopted such an ordinance; and

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

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

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

1.

This Agreement shall govern the conduct of the Town of Brook’s general election to be held on November 5, 2019 and any and all run-offs which may be necessary and any special elections that may occur within twelve (12) months of this Agreement.

2.

Fayette County through the Fayette County Board of Elections shall operate as superintendent of the aforementioned elections and shall perform any and all functions of the Town or any of the Town’s officials in connection with the conduct of such elections 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 the qualification 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 elections along with all ancillary equipment and necessary supplies.

5.

All the voting equipment shall be programmed by the Center for Elections currently located at Georgia's Secretary of State's Office- Election Division.

6.

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

7.

Staffing for 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 elections (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 elections, costs of printing, mailing and processing absentee ballots, the costs of expendable supplies and a pro-rated maintenance cost for the voting equipment. An invoice for the costs and expenses of the elections shall be submitted to the Town and the Town shall remit payment of the invoice to Fayette County within thirty (30) days of receipt of the invoice.

9.

To the extent permitted by law, the Town shall indemnify, defend and hold harmless the County from any liability and/or litigation expenses to which the County may be subjected as a consequence of or as a result of the elections for the Town. The Town will furthermore, to the extent provided 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 elections. Said reimbursement shall be paid by the Town within thirty (30) days of invoice by the County.

10.

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

11.

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

12.

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

FAYETTE COUNTY, GEORGIA

By: _____

Randy C. Ognio, Chairman

Attest:

Tameca P. White, County Clerk

TOWN OF BROOKS

By: _____

Daniel C. Langford, Mayor

Attest:

Kimberly A. Bradley, Clerk

Attest:

Floyd L. Jones, Elections Director

BOARD OF ELECTIONS AGENDA REQUEST FORM

Meeting Date	<input type="text" value="01/22/2019"/>	Agenda Number	<input type="text" value="Eight (8)"/>
Type of Request	<input type="text" value="Consent Agenda"/>		
Presenter(s)	<input type="text" value="Floyd L. Jones, Elections Director"/>		

WORDING FOR THE AGENDA

Consideration of staff's recommendation to enter into an Intergovernmental Agreement with the Town of Woolsey for the purpose of conducting the city's 2019 municipal election(s), and authorization for the Elections Director to attest said agreement.

BACKGROUND / HISTORY / DETAILS

The City of Fayetteville has offices up for election this year. Historically, the city- along with all Fayette County's municipalities- has entered into Intergovernmental Agreements allowing for the Fayette County Board of Elections and the Elections Office to conduct the municipal elections. Election Day is November 5, 2019.

Fayette County shall operate as superintendent of the elections and shall perform any and all functions of the city in connection with the conduct of the elections. The city performs duties pertaining to the qualification of candidates, acting as qualifying officer, and provides notification to the State Elections Commission concerning candidacy compliance. All charges, unless otherwise stated, are the responsibility of the city.

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SPECIFIC ACTION OR DIRECTION REQUESTED

Approval of staff's recommendation to enter into an Intergovernmental Agreement with the Town of Woolsey for the purpose of conducting the town's 2019 municipal election(s), and authorization for the Elections Director to attest said agreement.

STATE OF GEORGIA
COUNTY OF FAYETTE

**INTERGOVERNMENTAL AGREEMENT FOR CONDUCTING MUNICIPAL
ELECTIONS**

This Agreement entered into this _____ day of _____ 2019 between the TOWN OF WOOLSEY, a municipal corporation lying wholly or partially within Fayette County, Georgia, hereinafter referred to as “The Town” and Fayette County, Georgia, a political subdivision of the State of Georgia hereinafter referred to as “The County”.

WITNESSETH:

WHEREAS, the Town in performance of its governmental functions will hold the elections 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 elections and the Town has heretofore adopted such an ordinance; and

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

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

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

1.

This Agreement shall govern the conduct of the Town of Woolsey’s general election to be held on November 5, 2019 and any and all run-offs which may be necessary and any special elections that may occur within twelve (12) months of this Agreement.

2.

Fayette County through the Fayette County Board of Elections shall operate as superintendent of the aforementioned elections and shall perform any and all functions of the Town or any of the Town’s officials in connection with the conduct of such elections 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 the qualification 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 elections along with all ancillary equipment and necessary supplies.

5.

All the voting equipment shall be programmed by the Center for Elections currently located at Georgia's Secretary of State's Office- Elections Division.

6.

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

7.

Staffing for 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 elections (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 elections, costs of printing, mailing and processing absentee ballots, the costs of expendable supplies and a pro-rated maintenance cost for the voting equipment. An invoice for the costs and expenses of the elections shall be submitted to the Town and the Town shall remit payment of the invoice to Fayette County within thirty (30) days of receipt of the invoice.

9.

To the extent permitted by law, the Town shall indemnify, defend and hold harmless the County from any liability and/or litigation expenses to which the County may be subjected as a consequence of or as a result of the elections for the Town. The Town will furthermore, to the extent provided 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 elections. Said reimbursement shall be paid by the Town within thirty (30) days of invoice by the County.

10.

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

11.

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

12.

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

FAYETTE COUNTY, GEORGIA

By: _____

Randy C. Ognio, Chairman

Attest:

Tameca P. White, County Clerk

TOWN OF WOOLSEY

By: _____

Gary Laggis, Mayor

Attest:

Stacey Collins, Clerk

Attest:

Floyd L. Jones, Elections Director

BOARD OF ELECTIONS AGENDA REQUEST FORM

MEETING DATE	01/22/2019	AGENDA ITEM #	Nine (9)
PRESENTER(S)	Floyd L. Jones, Director		
TYPE OF REQUEST	Old Business		

WORDING FOR THE AGENDA

Continued consideration of a letter received from The Lawyer's Committee for Civil Rights Under Law requesting the Board of Elections and other parties to reconsider the placement of the Sheriff's signs at polling places in Fayette County.

BACKGROUND / HISTORY / DETAILS

Fayette County deploys Sheriff's signs to all 36 precincts notifying all readers that the polling locations are watched by the Sheriff's office. These signs were made by the Sheriff's Office and given to the Elections Office several years ago. They have been in use for every election ever since.

On December 4, the Fayette Elections Office received a call from the The Lawyer's Committee stating a voter claimed voter intimidation over the sign placed at Kenwood Baptist Church. Director Jones ordered the sign to be taken down until the matter could be investigated.

This matter was discussed at the December 10 Board of Elections Meeting.

SPECIFIC ACTION / DIRECTION SOUGHT

Discuss the letter and provide direction to staff, if necessary

Floyd Jones

From: Julie Houk <jhouk@lawyerscommittee.org>
Sent: Tuesday, December 4, 2018 5:01 PM
To: Elections Group; Brian Eubanks
Cc: Kristen Clarke; Marcia Johnson-Blanco; Ezra Rosenberg; John Powers; Harold Franklin (HFranklin@kslaw.com); Aunna Dennis
Subject: Correspondence Regarding an Intimidating Sign Posted at the Kenwood Precinct during voting hours for the December 4, 2018 runoff elections
Attachments: Letter to Fayette County Board of Elections and Sheriff.12.4.18.pdf

External Email Be cautious of sender, content, and links

Dear Members of the Board of Elections, Mr. Jones and Major Eubanks,

Please see the attached correspondence regarding an intimidating sign posted at the Kenwood precinct today during voting for the December 4, 2018 runoff elections.

Thank you for your attention and cooperation in this matter.

Very truly yours,

Julie M. Houk

Julie M. Houk
Managing Counsel for Election Protection
Voting Rights Project
 Lawyers' Committee for Civil Rights Under Law
 1500 K Street NW
 Suite 900
 Washington, DC 20005
 Direct Telephone: 202-662-8391
 Cell: 603-562-8309
 Email: jhouk@lawyerscommittee.org



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**LAWYERS' COMMITTEE FOR
CIVIL RIGHTS
UNDER LAW**

1500 K Street, NW
Suite 900
Washington, DC 20005

Tel: 202.662.8600
Fax: 202.783.0857
www.lawyerscommittee.org

December 4, 2018

By Email and Fax Only

Mr. Addison Lester, Chairman
Mr. Darryl Hicks, Board Member
Mr. Aaron Wrigh, Board Member
Fayette County Board of Elections
Mr. Floyd Jones, Elections Supervisor
Fayette County Elections and Registration
Stonewall Administrative Complex
140 Stonewall Avenue West, Suite 208
Fayetteville, GA 30214
Email: electionsgroup@fayettecountyga.gov
Fax: 770.305.5449

Major Brian Eubanks,
Director, Field Operations Division
Fayette County Sheriff's Office
155 Johnson Avenue
Fayetteville, GA 30214
Email: beubanks@fayettecountyga.gov
Fax: 770-716-4887

Re: Intimidating Sign Regarding Sheriff's Presence
at the Kenwood Precinct/North Fayette Baptist Church on December 4, 2018

Dear Members of the Board of Elections, Mr. Jones and Major Eubanks:

The Lawyers' Committee for Civil Rights Under Law¹ leads the national nonpartisan Election Protection coalition. The Election Protection coalition works year-round, including in Georgia, to ensure that all voters have an equal opportunity to vote and have that vote count. Made up of more than 100 local, state and national partners, Election

¹ The principal mission of the Lawyers' Committee for Civil Rights Under Law is to secure equal justice for all through the rule of law, targeting in particular the inequities confronting African Americans and other racial and ethnic minorities. The Lawyers' Committee is a nonpartisan, nonprofit organization, formed in 1963 at the request of President John F. Kennedy to enlist the private bar's leadership and resources in combating racial discrimination and the resulting inequality of opportunity – work that continues to be vital today. You can learn more about the Lawyers' Committee by visiting our website at: <https://lawyerscommittee.org/mission/>

Protection uses a wide range of tools and activities to protect, advance and defend the right to vote. The Election Protection hotline (1-866-OUR-VOTE), which is administered by the Lawyers' Committee for Civil Rights Under Law, receives calls from voters who experience problems or need assistance during elections.²

This morning, during voting in the Secretary of State and PSC Commissioner runoff elections, the Election Protection hotline received a call from a concerned voter in Fayette County who reported that a large black and red sign was posted just inside the Kenwood voting precinct at the North Fayette Baptist Church. The voter reported that the sign stated words to the effect that the Fayette County Sheriff has jurisdiction and may be present at any place where an election held. Because the sign was physically inside of the poll, the caller was unable to take a picture of the sign using a cell phone.

As you are undoubtedly aware, African Americans and other racial minorities comprise a majority of the electorate assigned to the Kenwood precinct. It is our understanding that the sign was not present at any of the other Fayette County poll locations, raising the prospect that the sign was posted at this particular poll to intimidate voters of color on Election Day.

One of our Election Protection volunteers contacted Mr. Jones today about the sign. To Mr. Jones' credit, he ordered that the sign removed from the Kenwood precinct poll location and confirmed that the sign had not been posted in any other Fayette County polling site. Mr. Jones indicated to the Election Protection volunteer that he was uncertain about the identity of the person(s) who posted the sign at the Kenwood precinct poll location or why it had been posted there.

Given the fact that this sign was posted at a majority minority polling site, we are extremely concerned that this was done in an effort to intimidate voters of color as they first walked into this poll. The presence of law enforcement officials or poll watchers wearing official-seeming clothing in polling places for so-called "ballot security" operations has been previously determined by a court to be a method of voter intimidation.³

Therefore, we are demanding an investigation into who created this sign and caused it to be posted at the Kenwood precinct polling site today during voting for these runoff elections; that the results of this investigation be shared with the Lawyers' Committee for Civil Rights Under Law and Election Protection once the investigation has been completed; and that that the County Board of Elections and Elections Supervisor and Sheriff's Office take all reasonable steps to prevent a recurrence in future

² You may learn more about Election Protection by visiting its website at: <https://866ourvote.org/>

³ See Democratic Nat'l Committee v. Republican Nat'l Committee, 671 F. Supp. 2d 575, 579-80, 610-613 (D.N.J. 2009).

elections.

Thank you for your attention and cooperation in this matter.

Very truly yours,

Kristen Clarke
President and Executive Director of the
Lawyers' Committee for Civil Rights Under Law
Email: kclarke@lawyerscommittee.org

2010 Georgia Code

Title 15- Courts

Chapter 16- Sheriffs

Article 1- General Provisions

§ 15-16-10- Duties; penalties; electronic storage

O.C.G.A. 15-16-10 (2010)

15-16-10. Duties; penalties; electronic storage

(a) It is the duty of the sheriff:

- (1) To execute and return the processes and orders of the courts and of officers of competent authority, if not void, with due diligence, when delivered to him for that purpose, according to this Code:
- (2) To attend, by himself or his deputy, upon all sessions of the superior court of the county and also upon sessions of the probate court whenever required by the judge thereof and, while the courts are in session, never to leave same without the presence of himself or his deputy, or both, if required;
- (3) To attend, in the same manner specified in paragraph (2) of this subsection, at the place or places of holding an election at the county site, on the day of the election, from the opening to the closing of the polls, and to take under his charge all subordinate officers present, as police to preserve order;**
- (4) To publish sales, citations, and other proceedings are required by law and to keep a file of all newspapers in which his official advertisements appear, in the manner required of clerks of the superior courts;
- (5) To keep an execution docket wherein he must enter a full description of all executions delivered to him and the dates of their delivery, together with all his actions thereon, and to have the same ready for use in any court of his county;
- (6) To keep a book in which shall be entered a record of all sales made by process of court or by agreement of the parties under the sanction of the court, describing accurately the property and the process under which sold, the date of the levy and sale, the purchaser, and the price;

- (7) To receive from the preceding sheriff all unexecuted writs and processes to execute the same, to carry into effect any levy or arrest made by a predecessor; to put purchases into possession, and to make titles to purchases at his or her predecessor's sales, when not done by his or her predecessor;
- (8) To perform such other duties as are or may be imposed by law or which necessarily appertain to his or her office;
- (9) To exercise the same duties, powers, and arrest authority within municipalities which such officer exercises in the unincorporated areas of counties; and
- (10) To develop and implement a comprehensive plan for the security of the county courthouse and any courthouse annex. Prior to the implementation of any security plan, the plan shall be submitted to the chief judge of the superior court of the circuit wherein the courthouse or courthouse annex is located for review. The chief judge shall have 30 days to review the original or any subsequent security plan. The chief judge may make modifications to the original or any subsequent security plan. The sheriff shall provide to the county governing authority the estimated cost of any security plan and the schedule for implementation 30 days prior to adoption of any security plan. A comprehensive plan for courthouse security shall be considered a confidential matter of public security. Review of a proposed security plan by the governing authority shall be excluded from the requirements of Code Section 50-14-1 and any such review shall take place as provided in Code Section 50-14-3. Such security plan shall also be excluded from public disclosure pursuant to paragraph (15) of subsection (a) of Code Section 50-18-72. The sheriff shall be the official custodian of the comprehensive courthouse security plan and shall determine who has access to such plan and any such access and review shall occur in the sheriff's office or at a meeting of the county governing authority held as provided in paragraph (9) of Code Section 50-14-3; provided, however, that the sheriff shall make the original security plan available upon request for temporary exclusive review by any judge whose courtroom or chambers is located within the courthouse or courthouse annex or by any commissioner of the county in which the courthouse or courthouse annex is located. The sheriff shall be responsible to conduct a formal review of the security plan not less than every four years.
- (b) If any sheriff or deputy fails to comply with any provision of subsection (A) of this Code section, he shall be fined for a contempt as the clerk of superior courts is fined in similar cases. Code Section 15-6-82, as to removal, shall also apply to sheriffs.
- (c) In all counties of this state having a population of not less than 625,000 nor more than 725,000 according to the United States decennial census of 2000 or any future such census, it shall be the duty of the sheriffs of such counties to receive, confine, feed, and care for all person charged with the violation of any ordinances of such counties in the same manner as persons charged with indictable offense, whether such person charged with the violation of an ordinance is being held pending a hearing before the recorder's court of such counties or has been sentenced by the recorder's courts to imprisonment in the county jail.

- (d) Nothing in this Code section shall restrict or otherwise prohibit a sheriff or deputy sheriff or clerk acting under the authority of a sheriff from electing to store for computer retrieval any or all records, dockets, books, indices, or files; no shall a sheriff or deputy sheriff or clerk acting under the authority of a sheriff be prohibited from combining or consolidating any records, dockets, books, indices, or files in connection with the maintenance of any records of the kind specified or required in this Code section or any other law, provided that any automated or computerized record-keeping method or system shall provide for the systematic and safe preservation and retrieval of all such records, dockets, books, indices, or files. When the sheriff or a deputy sheriff or clerk acting under the authority of the sheriff elects to store for computer retrieval any or all records, the same data elements used in a manual system shall be used, and the same integrity and security maintained.