

# Agenda

## Board of Commissioners of Spalding County Extraordinary Session February 20, 2017 6:00 PM 119 E. Solomon St., Meeting Room 108

### **I. OPENING (CALL TO ORDER)**

### **II. INVOCATION**

### **III. PLEDGE TO FLAG**

### **IV. PRESENTATIONS/PROCLAMATIONS**

1. The Honor Our KIA group would like to make a presentation to the Board of Commissioners.

### **V. PRESENTATIONS OF FINANCIAL STATEMENTS**

1. Consider approval of financial statements for the seven months ended January 31, 2017.

### **VI. CITIZEN COMMENT**

Speakers must sign up prior to the meeting and provide their names, addresses and topic in which they will speak on. Speakers must direct all comments to the Board only. Speakers will be allotted three (3) minutes to speak on their chosen topics and relate to matters pertinent to the jurisdiction of the Board of the Commissioners. No questions will be asked by any of the commissioners during citizen comments. Outbursts from the audience will not be tolerated. Common courtesy and civility are expected at all times during the meeting.

### **VII. MINUTES -**

1. Consider approval of minutes for the Spalding County Board of Commissioners Regular Meeting on February 6, 2017 and the Executive Session on February 6, 2017.

### **VIII. CONSENT AGENDA -**

1. Consider approval on second reading an Ordinance amending the Part VI - Licensing and Regulation, Article A, Section 6-1020, Subparagraph (a) to correct an oversight in the wording of the code.

### **IX. OLD BUSINESS -**

### **X. NEW BUSINESS -**

1. Consider request from Cindi Alexander, Coordinator for the National Day of Prayer in Spalding County to utilize the veranda at the courthouse on May 4, 2017 in observance of the National Day of Prayer.
2. Consider approval of change order #3 in the amount of \$31,000 for the Pickleball Facility at Wyomia Tyus Olympic Park.
3. Consider contract with the City of Griffin, Sheriff Darrel Dix and Spalding County for the houseing of detention of persons arrested for violating its municipal ordinances and certain state laws while those offenders await trial.
4. Consider approval of Memorandum of Agreement with Hope Diamond Services Inc. for the purpose of serving after school snacks and supper meals to children enrolled in the Fairmont Community Center After School Program.
5. Consider a Resolution to enact a moratorium on the approval of construction plans for improvements and the issuance of any permits or licenses for equestrian and rodeo facilities on certain real property

within Spalding County.

6. Consider approval of Resolution authorizing issuance of Bonds by the City of Griffin Housing Authority.

**XI. REPORT OF COUNTY MANAGER**

**XII. REPORT OF COMMISSIONERS**

**XIII. CLOSED SESSION**

County Manager requests an Executive Session for discussion on future acquisition of real estate as provided by O.C.G.A. 50-14-3(4).

**XIV. ADJOURNMENT**



## SPALDING COUNTY BOARD OF COMMISSIONERS KIA Presentation

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**Requesting Agency**

County Manager

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**Requested Action**

The Honor Our KIA group would like to make a presentation to the Board of Commissioners.

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**Requirement for Board Action**

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**Is this Item Goal Related?**

No

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**Summary and Background**

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

n/a



## SPALDING COUNTY BOARD OF COMMISSIONERS January 31, 2017 Financial Statements

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**Requesting Agency**

Finance Department

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**Requested Action**

Consider approval of financial statements for the seven months ended January 31, 2017.

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**Requirement for Board Action**

Pursuant to Governmental Accounting Standards, financial statements must be approved quarterly. Staff prefers to approve monthly financial statements.

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**Is this Item Goal Related?**

No

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**Summary and Background**

The seven months ended January 31, 2017 is 58.33% of the budget year. General Fund revenues are 71% of budget, or \$29,724,583. General Fund expenditures are 51% of budget, or \$20,804,751.

Fire District revenues are 88% of budget, or \$5,253,540. This includes the receipt of \$2,239,234 in Fire Insurance Premium Taxes during October. Fire District expenditures are 50% of budget, or \$2,962,425.

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

Approval

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**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> January 31, 2017 Financial Statements	2/15/2017	Cover Memo

SPALDING COUNTY BOC  
REVENUE & EXPENDITURE STATEMENT FOR 100 GENERAL FUND

FY 2016-2017

01/01/2017 TO 01/31/2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>PCT USED</u>
<b>100 GENERAL FUND</b>				
REVENUE:				
31 TAXES	1,699,984.16	24,161,737.28	32,579,253.00	74.0
32 LICENSES AND PERMITS	29,568.05	202,641.65	419,800.00	48.0
33 INTERGOVERNMENTAL REVENUE	74,801.00	1,001,714.86	756,994.00	132.0
34 CHARGES FOR SERVICES	354,786.84	2,802,155.06	5,125,231.00	55.0
35 FINES AND FORFEITURES	89,819.46	539,917.40	1,250,000.00	43.0
36 INVESTMENT INCOME	993.74	5,724.08	0.00	0.0
37 CONTRIBUTIONS/DONATIONS	550.00	4,100.00	0.00	0.0
38 MISCELLANEOUS REVENUE	82,786.06	1,006,593.11	1,771,054.00	57.0
TOTAL REVENUE	<u>2,333,289.31</u>	<u>29,724,583.44</u>	<u>41,902,332.00</u>	<u>71</u>
EXPENDITURE:				
51 PRSNL SRVCS, EMPLOYEE BEN	1,647,355.59	12,347,136.53	25,671,732.00	48.0
52 PURCH/CONTRACTED SRVCS	663,080.86	4,627,531.66	8,735,412.00	53.0
53 SUPPLIES	349,678.74	2,288,435.25	4,808,488.00	48.0
54 CAPITAL OUTLAY	6,185.00	907,873.46	140,056.00	648.0
57 OTHER COSTS	-311,482.23	633,774.10	1,395,266.00	45.0
58 DEBT SERVICE	0.00	0.00	154,358.00	0.0
TOTAL EXPENDITURE	<u>2,354,817.96</u>	<u>20,804,751.00</u>	<u>40,905,312.00</u>	<u>51</u>
DEFICIENCY OF REVENUE BEFORE TRANSFERS	<u>-21,528.65</u>	<u>8,919,832.44</u>	<u>997,020.00</u>	<u>895</u>
OTHER FINANCING SOURCE:				
39 OTHER FINANCING SOURCES	<u>0.00</u>	<u>32,327.90</u>	<u>0.00</u>	<u>0.0</u>
TOTAL OTHER FINANCING SOURCE	<u>0.00</u>	<u>32,327.90</u>	<u>0.00</u>	<u>0</u>
OTHER FINANCING USE:				
61 OTHER FINANCING USES	<u>0.00</u>	<u>0.00</u>	<u>997,020.00</u>	<u>0.0</u>
TOTAL OTHER FINANCING USE	<u>0.00</u>	<u>0.00</u>	<u>997,020.00</u>	<u>0</u>
DEFICIENCY OF REVENUE AFTER TRANSFERS	<u><u>-21,528.65</u></u>	<u><u>8,952,160.34</u></u>	<u><u>0.00</u></u>	<u><u>0</u></u>

## SPALDING COUNTY BOC

## REVENUE &amp; EXPENDITURE STATEMENT FOR 215 EMERGENCY 911 FUND

FY 2016-2017

01/01/2017 TO 01/31/2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>PCT USED</u>
<b>215 EMERGENCY 911 FUND</b>				
REVENUE:				
34 CHARGES FOR SERVICES	193,240.75	795,620.28	1,128,199.00	71.0
38 MISCELLANEOUS REVENUE	13.82	144.85	0.00	0.0
TOTAL REVENUE	<u>193,254.57</u>	<u>795,765.13</u>	<u>1,128,199.00</u>	<u>71</u>
EXPENDITURE:				
51 PRSNL SRVCS, EMPLOYEE BEN	75,744.07	568,602.39	1,240,709.00	46.0
52 PURCH/CONTRACTED SRVCS	9,672.94	46,475.00	141,751.00	33.0
53 SUPPLIES	32.17	10,881.47	22,960.00	47.0
55 INTERFUND/INTERDEPT CHRGS	0.00	0.00	40,025.00	0.0
57 OTHER COSTS	14,117.70	19,709.42	0.00	0.0
TOTAL EXPENDITURE	<u>99,566.88</u>	<u>645,668.28</u>	<u>1,445,445.00</u>	<u>45</u>
EXCESS OF REVENUE BEFORE TRANSFERS	<u>93,687.69</u>	<u>150,096.85</u>	<u>-317,246.00</u>	<u>-47</u>
OTHER FINANCING SOURCE:				
39 OTHER FINANCING SOURCES	0.00	0.00	317,246.00	0.0
TOTAL OTHER FINANCING SOURCE	<u>0.00</u>	<u>0.00</u>	<u>317,246.00</u>	<u>0</u>
EXCESS OF REVENUE AFTER TRANSFERS	<u>93,687.69</u>	<u>150,096.85</u>	<u>0.00</u>	<u>0</u>

SPALDING COUNTY BOC  
REVENUE & EXPENDITURE STATEMENT FOR 220 CSBG FUND

FY 2016-2017

01/01/2017 TO 01/31/2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>PCT USED</u>
<b>220 CSBG FUND</b>				
REVENUE:				
33 INTERGOVERNMENTAL REVENUE	16,546.03	124,208.55	110,440.00	112.0
TOTAL REVENUE	<u>16,546.03</u>	<u>124,208.55</u>	<u>110,440.00</u>	<u>112</u>
EXPENDITURE:				
51 PRSNL SRVCS, EMPLOYEE BEN	710.49	13,886.88	21,620.00	64.0
52 PURCH/CONTRACTED SRVCS	0.00	16,664.39	19,880.00	84.0
53 SUPPLIES	14,349.14	102,727.06	68,940.00	149.0
TOTAL EXPENDITURE	<u>15,059.63</u>	<u>133,278.33</u>	<u>110,440.00</u>	<u>121</u>
EXCESS OF REVENUE BEFORE TRANSFERS	<u>1,486.40</u>	<u>-9,069.78</u>	<u>0.00</u>	<u>0</u>
EXCESS OF REVENUE AFTER TRANSFERS	<u><u>1,486.40</u></u>	<u><u>-9,069.78</u></u>	<u><u>0.00</u></u>	<u><u>0</u></u>

## SPALDING COUNTY BOC

## REVENUE &amp; EXPENDITURE STATEMENT FOR 225 SENIOR NUTRITION FUND

FY 2016-2017

01/01/2017 TO 01/31/2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>PCT USED</u>
<b>225 SENIOR NUTRITION FUND</b>				
REVENUE:				
33 INTERGOVERNMENTAL REVENUE	32,526.73	180,244.64	262,276.00	69.0
37 CONTRIBUTIONS/DONATIONS	-682.51	38,367.86	75,000.00	51.0
TOTAL REVENUE	<u>31,844.22</u>	<u>218,612.50</u>	<u>337,276.00</u>	<u>65</u>
EXPENDITURE:				
51 PRSNL SRVCS, EMPLOYEE BEN	10,190.51	78,987.44	153,168.00	52.0
52 PURCH/CONTRACTED SRVCS	726.62	4,096.20	6,997.00	59.0
53 SUPPLIES	21,642.27	143,439.66	222,700.00	64.0
57 OTHER COSTS	0.00	500.00	0.00	0.0
TOTAL EXPENDITURE	<u>32,559.40</u>	<u>227,023.30</u>	<u>382,865.00</u>	<u>59</u>
DEFICIENCY OF REVENUE BEFORE TRANSFERS	<u>-715.18</u>	<u>-8,410.80</u>	<u>-45,589.00</u>	<u>18</u>
OTHER FINANCING SOURCE:				
39 OTHER FINANCING SOURCES	0.00	0.00	45,589.00	0.0
TOTAL OTHER FINANCING SOURCE	<u>0.00</u>	<u>0.00</u>	<u>45,589.00</u>	<u>0</u>
DEFICIENCY OF REVENUE AFTER TRANSFERS	<u><u>-715.18</u></u>	<u><u>-8,410.80</u></u>	<u><u>0.00</u></u>	<u><u>0</u></u>



SPALDING COUNTY BOC  
REVENUE & EXPENDITURE STATEMENT FOR 260 IMPACT FEES FUND

FY 2016-2017

01/01/2017 TO 01/31/2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>PCT USED</u>
<b>260 IMPACT FEES FUND</b>				
REVENUE:				
30 FUND BALANCE	0.00	0.00	1,212,796.00	0.0
34 CHARGES FOR SERVICES	26,890.86	142,051.92	341,004.00	42.0
TOTAL REVENUE	<u>26,890.86</u>	<u>142,051.92</u>	<u>1,553,800.00</u>	<u>9</u>
EXPENDITURE:				
52 PURCH/CONTRACTED SRVCS	573.69	4,403.70	9,000.00	49.0
54 CAPITAL OUTLAY	0.00	0.00	1,483,800.00	0.0
57 OTHER COSTS	0.00	0.00	61,000.00	0.0
TOTAL EXPENDITURE	<u>573.69</u>	<u>4,403.70</u>	<u>1,553,800.00</u>	<u>0</u>
EXCESS OF REVENUE BEFORE TRANSFERS	<u>26,317.17</u>	<u>137,648.22</u>	<u>0.00</u>	<u>0</u>
EXCESS OF REVENUE AFTER TRANSFERS	<u>26,317.17</u>	<u>137,648.22</u>	<u>0.00</u>	<u>0</u>

## SPALDING COUNTY BOC

## REVENUE &amp; EXPENDITURE STATEMENT FOR 270 FIRE DISTRICT FUND

FY 2016-2017

01/01/2017 TO 01/31/2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>PCT USED</u>
<b>270 FIRE DISTRICT FUND</b>				
REVENUE:				
30 FUND BALANCE	0.00	0.00	6,996.00	0.0
31 TAXES	145,584.52	5,227,322.31	5,907,026.00	88.0
33 INTERGOVERNMENTAL REVENUE	0.00	2,998.20	0.00	0.0
34 CHARGES FOR SERVICES	2,756.90	23,209.89	53,500.00	43.0
38 MISCELLANEOUS REVENUE	0.00	10.00	0.00	0.0
TOTAL REVENUE	<u>148,341.42</u>	<u>5,253,540.40</u>	<u>5,967,522.00</u>	<u>88</u>
EXPENDITURE:				
51 PRSNL SRVCS, EMPLOYEE BEN	323,182.36	2,552,166.00	5,037,272.00	51.0
52 PURCH/CONTRACTED SRVCS	59,560.73	222,635.06	404,062.00	55.0
53 SUPPLIES	14,322.76	164,682.83	281,210.00	59.0
54 CAPITAL OUTLAY	0.00	-28,429.97	0.00	0.0
55 INTERFUND/INTERDEPT CHRGS	0.00	0.00	171,938.00	0.0
57 OTHER COSTS	0.00	51,371.00	60,000.00	86.0
TOTAL EXPENDITURE	<u>397,065.85</u>	<u>2,962,424.92</u>	<u>5,954,482.00</u>	<u>50</u>
DEFICIENCY OF REVENUE BEFORE TRANSFERS	<u>-248,724.43</u>	<u>2,291,115.48</u>	<u>13,040.00</u>	<u>17,570</u>
OTHER FINANCING USE:				
61 OTHER FINANCING USES	0.00	0.00	13,040.00	0.0
TOTAL OTHER FINANCING USE	<u>0.00</u>	<u>0.00</u>	<u>13,040.00</u>	<u>0</u>
DEFICIENCY OF REVENUE AFTER TRANSFERS	<u><u>-248,724.43</u></u>	<u><u>2,291,115.48</u></u>	<u><u>0.00</u></u>	<u><u>0</u></u>

## SPALDING COUNTY BOC

## REVENUE &amp; EXPENDITURE STATEMENT FOR 275 HOTEL/MOTEL TAX FUND

FY 2016-2017

01/01/2017 TO 01/31/2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>PCT USED</u>
<b>275 HOTEL/MOTEL TAX FUND</b>				
REVENUE:				
31 TAXES	12,292.20	103,402.85	150,000.00	69.0
TOTAL REVENUE	<u>12,292.20</u>	<u>103,402.85</u>	<u>150,000.00</u>	<u>69</u>
EXPENDITURE:				
57 OTHER COSTS	12,590.00	96,165.28	150,000.00	64.0
TOTAL EXPENDITURE	<u>12,590.00</u>	<u>96,165.28</u>	<u>150,000.00</u>	<u>64</u>
DEFICIENCY OF REVENUE BEFORE TRANSFERS	<u>-297.80</u>	<u>7,237.57</u>	<u>0.00</u>	<u>0</u>
DEFICIENCY OF REVENUE AFTER TRANSFERS	<u><u>-297.80</u></u>	<u><u>7,237.57</u></u>	<u><u>0.00</u></u>	<u><u>0</u></u>

## SPALDING COUNTY BOC

## REVENUE &amp; EXPENDITURE STATEMENT FOR 310 CAP PROJ - 2008 SPLOST

FY 2016-2017

01/01/2017 TO 01/31/2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>PCT USED</u>
<b>310 CAP PROJ - 2008 SPLOST</b>				
REVENUE:				
30 FUND BALANCE	0.00	0.00	11,051,500.00	0.0
36 INVESTMENT INCOME	624.36	902.17	0.00	0.0
TOTAL REVENUE	<u>624.36</u>	<u>902.17</u>	<u>11,051,500.00</u>	<u>0</u>
EXPENDITURE:				
54 CAPITAL OUTLAY	454,702.37	1,265,633.92	11,050,000.00	11.0
58 DEBT SERVICE	0.00	0.00	1,500.00	0.0
TOTAL EXPENDITURE	<u>454,702.37</u>	<u>1,265,633.92</u>	<u>11,051,500.00</u>	<u>11</u>
DEFICIENCY OF REVENUE BEFORE TRANSFERS	<u>-454,078.01</u>	<u>-1,264,731.75</u>	<u>0.00</u>	<u>0</u>
DEFICIENCY OF REVENUE AFTER TRANSFERS	<u>-454,078.01</u>	<u>-1,264,731.75</u>	<u>0.00</u>	<u>0</u>

## SPALDING COUNTY BOC

## REVENUE &amp; EXPENDITURE STATEMENT FOR 315 CAP PROJ - 2016 SPLOST

FY 2016-2017

01/01/2017 TO 01/31/2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>PCT USED</u>
<b>315 CAP PROJ - 2016 SPLOST</b>				
REVENUE:				
30 FUND BALANCE	0.00	0.00	6,599,382.00	0.0
31 TAXES	862,946.21	2,820,152.33	8,400,000.00	34.0
36 INVESTMENT INCOME	911.85	3,094.83	0.00	0.0
38 MISCELLANEOUS REVENUE	0.00	0.50	0.00	0.0
TOTAL REVENUE	<u>863,858.06</u>	<u>2,823,247.66</u>	<u>14,999,382.00</u>	<u>19</u>
EXPENDITURE:				
54 CAPITAL OUTLAY	165,138.64	597,923.73	9,768,882.00	6.0
57 OTHER COSTS	447,502.92	1,025,638.43	5,227,500.00	20.0
58 DEBT SERVICE	0.00	0.00	3,000.00	0.0
TOTAL EXPENDITURE	<u>612,641.56</u>	<u>1,623,562.16</u>	<u>14,999,382.00</u>	<u>11</u>
EXCESS OF REVENUE BEFORE TRANSFERS	<u>251,216.50</u>	<u>1,199,685.50</u>	<u>0.00</u>	<u>0</u>
OTHER FINANCING SOURCE:				
39 OTHER FINANCING SOURCES	<u>0.00</u>	<u>255,785.00</u>	<u>0.00</u>	<u>0.0</u>
TOTAL OTHER FINANCING SOURCE	<u>0.00</u>	<u>255,785.00</u>	<u>0.00</u>	<u>0</u>
OTHER FINANCING USE:				
61 OTHER FINANCING USES	<u>0.00</u>	<u>404,886.87</u>	<u>0.00</u>	<u>0.0</u>
TOTAL OTHER FINANCING USE	<u>0.00</u>	<u>404,886.87</u>	<u>0.00</u>	<u>0</u>
EXCESS OF REVENUE AFTER TRANSFERS	<u><u>251,216.50</u></u>	<u><u>1,050,583.63</u></u>	<u><u>0.00</u></u>	<u><u>0</u></u>

## SPALDING COUNTY BOC

## REVENUE &amp; EXPENDITURE STATEMENT FOR 350 CAPITAL PROJECTS - GEN

FY 2016-2017

01/01/2017 TO 01/31/2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>PCT USED</u>
<b>350 CAPITAL PROJECTS - GEN</b>				
REVENUE:				
30 FUND BALANCE	0.00	0.00	57,510.00	0.0
TOTAL REVENUE	0.00	0.00	57,510.00	0
EXPENDITURE:				
54 CAPITAL OUTLAY	0.00	0.00	77,510.00	0.0
TOTAL EXPENDITURE	0.00	0.00	77,510.00	0
BEFORE TRANSFERS	0.00	0.00	-20,000.00	0
OTHER FINANCING SOURCE:				
39 OTHER FINANCING SOURCES	0.00	0.00	20,000.00	0.0
TOTAL OTHER FINANCING SOURCE	0.00	0.00	20,000.00	0
AFTER TRANSFERS	0.00	0.00	0.00	0

## SPALDING COUNTY BOC

## REVENUE &amp; EXPENDITURE STATEMENT FOR 415 DEBT SERVICE 2016 SPLOST

FY 2016-2017

01/01/2017 TO 01/31/2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>PCT USED</u>
<b>415 DEBT SERVICE 2016 SPLOST</b>				
REVENUE:				
31 TAXES	426.50	426.50	255,000.00	0.0
36 INVESTMENT INCOME	18.51	18.51	0.00	0.0
TOTAL REVENUE	<u>445.01</u>	<u>445.01</u>	<u>255,000.00</u>	<u>0</u>
EXPENDITURE:				
58 DEBT SERVICE	151,150.00	251,916.67	255,000.00	99.0
TOTAL EXPENDITURE	<u>151,150.00</u>	<u>251,916.67</u>	<u>255,000.00</u>	<u>99</u>
DEFICIENCY OF REVENUE BEFORE TRANSFERS	<u>-150,704.99</u>	<u>-251,471.66</u>	<u>0.00</u>	<u>0</u>
OTHER FINANCING SOURCE:				
39 OTHER FINANCING SOURCES	0.00	404,886.87	0.00	0.0
TOTAL OTHER FINANCING SOURCE	<u>0.00</u>	<u>404,886.87</u>	<u>0.00</u>	<u>0</u>
OTHER FINANCING USE:				
61 OTHER FINANCING USES	0.00	255,785.00	0.00	0.0
TOTAL OTHER FINANCING USE	<u>0.00</u>	<u>255,785.00</u>	<u>0.00</u>	<u>0</u>
DEFICIENCY OF REVENUE AFTER TRANSFERS	<u>-150,704.99</u>	<u>-102,369.79</u>	<u>0.00</u>	<u>0</u>

SPALDING COUNTY BOC  
REVENUE & EXPENDITURE STATEMENT FOR 505 WATER FUND

FY 2016-2017

01/01/2017 TO 01/31/2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>PCT USED</u>
<b>505 WATER FUND</b>				
REVENUE:				
30 FUND BALANCE	0.00	0.00	1,884,672.00	0.0
34 CHARGES FOR SERVICES	771,117.08	4,814,858.58	6,567,954.00	73.0
38 MISCELLANEOUS REVENUE	0.00	250.00	0.00	0.0
TOTAL REVENUE	771,117.08	4,815,108.58	8,452,626.00	57
EXPENDITURE:				
51 PRSNL SRVCS, EMPLOYEE BEN	20,851.44	143,683.80	299,636.00	48.0
52 PURCH/CONTRACTED SRVCS	466,159.36	3,070,233.03	6,136,103.00	50.0
53 SUPPLIES	7,821.40	85,727.76	311,150.00	28.0
54 CAPITAL OUTLAY	0.00	125,760.07	545,000.00	23.0
55 INTERFUND/INTERDEPT CHRGS	0.00	0.00	59,984.00	0.0
56 DEPRECIATION/AMORTIZATION	0.00	0.00	194,465.00	0.0
57 OTHER COSTS	0.00	1,856.00	0.00	0.0
58 DEBT SERVICE	84,742.71	574,657.31	906,288.00	63.0
TOTAL EXPENDITURE	579,574.91	4,001,917.97	8,452,626.00	47
EXCESS OF REVENUE BEFORE TRANSFERS	191,542.17	813,190.61	0.00	0
EXCESS OF REVENUE AFTER TRANSFERS	191,542.17	813,190.61	0.00	0



## SPALDING COUNTY BOC

## REVENUE &amp; EXPENDITURE STATEMENT FOR 620 WORKERS COMP TRUST FUND

FY 2016-2017

01/01/2017 TO 01/31/2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>PCT USED</u>
<b>620 WORKERS COMP TRUST FUND</b>				
REVENUE:				
36 INVESTMENT INCOME	1,460.33	21,991.33	0.00	0.0
38 MISCELLANEOUS REVENUE	0.00	29,811.00	0.00	0.0
TOTAL REVENUE	1,460.33	51,802.33	0.00	0
EXPENDITURE:				
51 PRSNL SRVCS, EMPLOYEE BEN	0.00	188,363.00	200,000.00	94.0
55 INTERFUND/INTERDEPT CHRGS	-298,879.58	34,613.70	658,444.00	5.0
58 DEBT SERVICE	755.57	3,106.58	4,000.00	78.0
TOTAL EXPENDITURE	-298,124.01	226,083.28	862,444.00	26
EXCESS OF REVENUE BEFORE TRANSFERS	299,584.34	-174,280.95	-862,444.00	20
OTHER FINANCING SOURCE:				
39 OTHER FINANCING SOURCES	0.00	0.00	862,444.00	0.0
TOTAL OTHER FINANCING SOURCE	0.00	0.00	862,444.00	0
EXCESS OF REVENUE AFTER TRANSFERS	299,584.34	-174,280.95	0.00	0



## SPALDING COUNTY BOARD OF COMMISSIONERS Approval of Minutes

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**Requesting Agency**

County Clerk

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**Requested Action**

Consider approval of minutes for the Spalding County Board of Commissioners Regular Meeting on February 6, 2017 and the Executive Session on February 6, 2017.

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**Requirement for Board Action**

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**Is this Item Goal Related?**

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**Summary and Background**

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

Approval

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**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> 2017-2-6 BOC Regular Meeting Minutes	2/14/2017	Backup Material

**MINUTES**

**The Spalding County Board of Commissioners held their Regular Meeting in Room 108 in the Courthouse Annex, Monday, February 6, 2017, beginning at 6:00 p.m. with Chairman Bart Miller presiding. Commissioners Rita Johnson, Raymond Ray, Gwen Flowers-Taylor and Donald Hawbaker were present. Also present were County Manager, William P. Wilson Jr., Assistant County Manager, Eric Mosley and County Attorney, Jim Fortune. County Manager, William P. Wilson, Jr. recorded the minutes.**

- I. OPENING (CALL TO ORDER)** by Chairman Bart Miller.
- II. INVOCATION** led by Commissioner Donald Hawbaker.
- III. PLEDGE TO FLAG** led by Commissioner Gwen Flowers-Taylor.
- IV. PRESENTATIONS/PROCLAMATIONS**
  - 1. Consider approval of a Proclamation celebrating the 10th Anniversary Season of Griffin Choral Arts.  
  
Chairman Miller asked Commissioner Rita Johnson to read the Proclamation celebrating the 10<sup>th</sup> Anniversary Season of Griffin Choral Arts.

**Proclamation**

**GRIFFIN CHORAL ARTS CELEBRATES THEIR 10<sup>TH</sup> SEASON**

- WHEREAS:** Griffin Choral Arts (GCA) was envisioned, developed and founded in 2007 by Artistic Director, Dr. Stephen Mulder and Jan Whalen and is governed by a volunteer Board of Directors. The mission of Griffin Choral Arts is to enrich our community through the performance of outstanding choral music from all traditions; ennoble our audiences with choral programs that elevate, educate and entertain; excel in performance by welcoming challenge, discovery and diversity; and enthusiastically support and promote the performing arts in the Griffin area; and,
- WHEREAS:** Griffin Choral Arts is celebrating its “Standing Ovation” Tenth Anniversary Season from October 2016 through May 2017. Griffin Choral Arts is an auditioned, regional community choir, which has evolved to include 55 dedicated singers representing 7 regional counties. In this 10<sup>th</sup> Anniversary Season, the Chamber Choir, a 16 person ensemble formed in 2014, will perform for the first time in regular season projects; and,
- WHEREAS:** Griffin Choral Arts presents four concerts annually between October and May of each year, often accompanied by professional musicians at venues throughout the Griffin-Spalding Community. Collaborative concerts have included presentations with the Griffin Ballet Theatre, Spalding High School Chorus, Carrollton Symphony Orchestra, Southern Crescent Chorale, Barrister Brass Quintet and world-renown artists Monroe Crossings Bluegrass Band and violinist Jamie Laval. This season Clayton State University Chorale will join Griffin Choral Arts at the Gordon State College Fine Arts Auditorium in May 2017; and,
- WHEREAS:** Griffin Choral Arts has been honored with invitations to perform for Tara Winds in 2010, at Spivey Hall in 2011 and 2016 and for the Warner Robbins Community Concert Association series in 2013; and,
- WHEREAS:** In 2016 Griffin Choral Arts fostered the formation of the GCA Children’s Chorus consisting of 28 children in grades 3-6 from 4 area counties. Its mission is to train children in the choral arts and present concert performances that demonstrate their accomplishments and motivation, thus leading them to a lifetime of enjoyment of choral singing; and

**WHEREAS:** Griffin Choral Arts is a nonprofit arts organization that relies upon the support of the community to sustain its established level of performances and programming; and has received grants from community organizations which have allowed GCA to continue to program boldly as they perform choral masterworks for voices and instruments and has allowed them to expand their offerings in meaningful ways.

**NOW, THEREFORE**

**BE IT RESOLVED** We, the Spalding County Board of Commissioners, in recognition of the 10th Anniversary of Griffin Choral Arts do hereby proclaim February 11, 2017 as

**“GRIFFIN CHORAL ARTS DAY”**

in Spalding County, Georgia and encourage our citizens to recognize and support the many contributions this organization is making to the arts in our community.

**IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the County to be affixed this, the sixth day of February, in the year of our Lord, two thousand seventeen.**

---

Bart Miller, Chairman

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William P. Wilson, Jr., County Clerk

***Motion/Second by Ray/Flowers-Taylor to approve the Proclamation celebrating the 10<sup>th</sup> Anniversary Season of Griffin Choral Arts. Motion carried unanimously by all.***

Chairman Miller then asked if representatives from Griffin Choral Arts would come up to accept the proclamation.

2. Presentation of the 2016 Comprehensive Annual Financial Report by Miller Edwards of Mauldin & Jenkins LLC.

Miller Edwards, of Mauldin & Jenkins LLC, stated that he would be presenting the 2016 Comprehensive Financial Report for reporting year ending June 30, 2016. He advised that the audits were issued prior to the deadline required by the State of Georgia and the GFOA.

He then stated that he would be covering the highlights of the CAFR and then welcome any questions that the Board may have regarding this report. He advised that the CAFR that is presented every year by Spalding County goes above and beyond what is required. The audit report included in the materials is considered an unmodified or clean audit report.

Mr. Miller stated that pages 4 thru 13 is a Management Discussion Analysis that is written by County Management which gives a basic overview as to why things occurred as they did, why certain amounts increased or decreased.

He added that the financial statements start on page 14 of the document he added that the Balance Sheet for the primary government is located in the first column. He stated the first column reflects approximately \$126 million of assets and deferred outflows offset by \$27 million in liabilities and deferred inflows. This gives Spalding County an equity position of about \$100 million worth of equity when you look at the overall operations.

Mr. Miller stated that the County has strong assets with a small amount of liability, the County has equity position.

Mr. Miller reviewed the Statement of Activities and Fund Balances. He advised that the balance in the Funds reflect a \$3.7 million balance in cash which is an increase from what it has been in the past, total fund balance is approximately \$4.5 million and added that the Fund Balance is about 80% cash; however, when you look at the income statement you will see that this equates to 43 days of Fund Balance.

Mr. Miller added to give this information perspective that prior to the recession in 2007, Spalding County had approximately \$11.3 million in Fund Balance, which was a good thing because that is what helped the County weather the storm that occurred over a 7-8-9 year period. He advised that he always suggests that having a fund balance equivalent to 3 months in Fund Balance.

Mr. Miller stated that there was an increase in General Fund Balance of approximately \$1.2 million a positive bottom line, there were \$39.8 million in revenues offset by \$38.3 million in expenditures and there were a few other adjustments that had to be made resulting in an increase in the General Fund Balance from \$3.3 million to \$4.5 million.

He added that under the compliance section of the CAFR discussed is what internal controls are in place to insure that you are in compliance from a general perspective. He advised that under this section they had no findings. He advised that the only thing they had were a few management points all of which involved the court system.

Mr. Wilson advised that with the implementation of the ODYSSEY software in Clerk of Court, State Court and Magistrate Court that they will have now have a general ledger through this software system which should address the management points mentioned in the audit. He further advised that the only Court currently not on the system is Probate Court and he is working with Judge Hunt on this.

**V. PRESENTATIONS OF FINANCIAL STATEMENTS – None.**

**VI. CITIZEN COMMENT**

Speakers must sign up prior to the meeting and provide their names, addresses and topic in which they will speak on. Speakers must direct all comments to the Board only. Speakers will be allotted three (3) minutes to speak on their chosen topics and relate to matters pertinent to the jurisdiction of the Board of the Commissioners. No questions will be asked by any of the commissioners during citizen comments. Outbursts from the audience will not be tolerated. Common courtesy and civility are expected at all times during the meeting.

Debby Daniel-Bryant, 282 N. Rover Road, Griffin, Georgia spoke against Full Blown Firearm and wants to this operation shut down.

Shawn Southerland, 85 Gainer Road, Griffin, Georgia, spoke about 75 Gainer Road and 2197 N. Walkers Mill Road.

Mr. Southerland stated that he had been before the Board on an earlier occasion to discuss 85 Gainer Road and a junk truck that was parked in the front yard; however, after that appearance Code Enforcement visited the

home and the truck was simply relocated from the front yard to the back yard and now the front yard is full of trash and debris along with kitchen appliances.

Mr. Southerland then stated that since this individual had been allowed to keep the junk truck in the back yard, the people who actually own the property now have a junk car parked in their back yard at 2197 N. Walkers Mill Road. Additionally, they have a 5<sup>th</sup> wheel camper on this property that is tarped and has no tag on it. He is simply asking that the code that is currently on the books be enforced.

Reese Simmons, 2771 W. Ellis Road, Griffin, Georgia, wanted to thank the Board and the Spalding County Fire Department for their response to a call at his residence. The Brush Truck out of the Norton Fire Station which was acquired recently through the SPLOST responded to the call. If it had not been for the Brush Truck, he would have suffered much more damage to his property and to neighboring properties. He wanted to thank the Fire Department for their timely response and the Board for the decision that was made to include the Brush Truck as one of the acquisitions on the SPLOST.

**VII. MINUTES -**

1. Consider approval of minutes for the Spalding County Board of Commissioners Regular Meeting on January 9, 2017, the Spalding County Special Called Meeting-Retreat on January 20, 2017, the Zoning Public Hearing on January 26, 2017 and the Executive Session January 26, 2017.

***Motion/Second by Ray/Hawbaker to approve the minutes of the Spalding County Board of Commissioners Regular Meeting on January 9, 2017, the Spalding County Special Called Meeting-Retreat on January 20, 2017, the Zoning Public Hearing on January 26, 2017 and the Executive Session January 26, 2017. Motion carried unanimously by all.***

**VIII. CONSENT AGENDA- None.**

**IX. OLD BUSINESS -**

1. Lift from the table and consider appointments to the Griffin-Spalding County Animal Care & Control Advisory Board.

***Motion/Second by Ray/Hawbaker to lift from the table an appointment to the Animal Care & Control Advisory Board. Motion carried unanimously by all.***

***(a)***To succeed Daryl Williams (Post #5) for a one year term ending December 31, 2017.

Chairman Miller asked Commissioner Donald Hawbaker if he had a nominee for this post appointment.

William Wilson, County Manager, advised that Commissioner Hawbaker had submitted the name of Mr. Michael O’Conner who lives at 510 Crescent Road, Griffin, Georgia for this appointment. Mr. Wilson further advised that this is a Post appointment, so there will not be a motion, as second or a vote. Mr. Wilson further advised that staff would notify Mr. O’Conner of his appointment.

2. Lift from the table and consider appointment to the Spalding County Board of Zoning Appeals.

***Motion/Second by Ray/Johnson to lift from the table an appointment to the Spalding County Board of Zoning Appeals. Motion carried unanimously by all.***

- (a) To succeed Robert Lattimore, as Post #1 appointment, for a four year term ending December 31, 2020.

Chairman Miller asked Commissioner Flowers-Taylor if she had a nominee for this post appointment.

Commissioner Flowers-Taylor advised that she would like to appoint Ms. Patricia McCord to this Post position. Mr. Wilson advised that he had the information for Ms. McCord and Chad Jacobs and the members of the Board of Appeals and Ms. McCord would be notified of this appointment.

**X. NEW BUSINESS-**

1. Consider request for Outside Amplification Permit from Humberto Colin to host a Fund Raising event at 3894 Jackson Road, Griffin, Georgia on February 12, 2016 from 12:00 p.m. to 8:00 p.m.

***Motion/Second by Ray/Hawbaker to approve the Outside Amplification Permit from Humberto Colin to host a Fund Raising event at 3894 Jackson Road, Griffin, Georgia on February 12, 2016 from 12:00 p.m. to 8:00 p.m.***

Mr. Wilson advised that the applicant was asked to be present this evening to answer any questions the Board may have regarding the Amplification Permit; however, Mr. Colin nor his representative Mr. Haro are present.

Mr. Wilson stated that this is property located at the corner of N. Walkers Mill Road and Old Jackson Road. There is a large horse facility is on this property, it is adjacent to our fire station and there are several residences across the road from this location. Staff has a few concerns regarding the application because on one part of the application it states the event is a fund raiser; however, on the permission letter attached to the application, it states that the event is a party.

Mr. Wilson then stated that Ms. Gibson had talked with the applicant's representative Mr. Gabriel Haro and advised him that he needed to be at the meeting and he said that he would be at the meeting. The application has been reviewed by Mr. Jacobs in Community Development and by the Sheriff's Department and it meets all of the qualifications for the issuance of a permit.

***Motion carried 4-1 (Ray).***

2. Consider approval of proposed Proactive Code Enforcement Policy.

***Motion/Second by Ray/Flowers-Taylor to approve the proposed Proactive Code Enforcement Policy.***

Commissioner Flowers-Taylor expressed her concern regarding Mr. Southerland's statements regarding junk cars. She stated that she has been complaining for quite some time about junk cars and old furniture that are on front porches or in the front yards of homes in the County.

Discussion was held regarding the definition of a junk car in the current county ordinance and how the complaint would be addressed within the proposed Proactive Code Enforcement Policy.

## SPALDING COUNTY CODE ENFORCEMENT POLICY

### **Goal:**

The goal of the Spalding County Code Enforcement Program is the consistent, fair and timely enforcement of the regulatory provisions of the Spalding County Code, prioritized to protect the public's health and safety. Voluntary compliance is encouraged. The program is only a guideline.

### **Code Enforcement Complaint Commencement:**

Code enforcement may commence upon a complaint received from a resident, neighbor or County official which alleges that a condition which violates the Spalding County Code exists on a particular parcel. Code enforcement may also commence upon the observation of an open and obvious condition on a parcel observed in Plain View by the Code Enforcement Officer. Initiation of a complaint of violation of the Spalding County substandard housing code shall follow the procedures in Spalding County Code Section 9-3109.

A complaint may be received in any written form. A verbal complaint may be received but it must be documented in writing by Spalding County personnel. The observation of a condition in Plain View by the Code Enforcement Officer must be documented in writing either on a complaint form or citation.

### **Plain View:**

A condition in violation of the Spalding County Code on a parcel observed by the Code Enforcement Officer from a public road right of way or sidewalk or from adjoining property for which consent to entry by the Code Enforcement Officer has been given.

### **Code Enforcement Priorities:**

Complaints shall be prioritized based on the severity of the alleged violation and the severity of risk posed to the public's health, safety and welfare from the condition.

- **High Priority:** a complaint alleging a condition which poses an immediate or readily apparent threat to the health, safety and welfare of the public and/or the environment. Action on a high priority complaint should occur before the conclusion of the next business day following receipt. If a high priority complaint cannot be handled by the Code Enforcement Officer, it should be immediately referred to an appropriate governmental agency with authority to handle the alleged violation.
- **Standard Priority;** the allegation of any condition which is not a high priority but which alleges the existence of a condition on the property which violates the Spalding County Code.

Priority of complaints shall be determined by the County Manager or his designee .

### **Fourth Amendment Protections:**

Code enforcement activities must comply with the property owner's right to be protected from unreasonable searches and seizures under the Fourth Amendment to the U.S. Constitution. A Code Enforcement Officer may search any parcel as to which a complaint has been received if:

- The property owner or occupant consents;
- A search warrant has been issued by an appropriate judicial authority;



- The condition on the parcel is observed in Plain View by the Code Enforcement Officer
- A business subject to a permit, license or other regulation for which consent to inspection is a required condition; or
- An emergency exists which the Code Enforcement Officer believes poses an immediate danger to human life.

#### **Inspections:**

When a complaint has been received or a condition that violates the Spalding County Code is observed on the property in Plain View, the Code Enforcement Officer shall conduct an initial inspection on the property to identify the existence of any violation(s). The initial inspection shall be documented in writing, accompanied by photographs of any condition present on the property that may be in violation of the Spalding County Code. If no violation is found, the complaint is concluded. If a violation is found and prior to the issuance of a citation, the Code Enforcement Officer may issue a warning and direct that corrective action be undertaken and completed within ten (10) days thereof. A second inspection may be conducted in the discretion of the Code Enforcement Officer.

#### **Violations:**

If the inspection by the County Enforcement Officer finds a violation of the Spalding County Code, a citation that identifies the condition and the applicable section of the Spalding County Code that has been violated will be issued. The citation may be resolved by voluntary compliance or proceed through standard judicial process.

#### **Persons Responsible for Code Violations:**

Responsibility for compliance with the Spalding County Code shall rest with the owner, occupant or tenant of any parcel or portion thereof, as well any other person, such as an architect, contractor, builder, agent or any employee who may have assisted or contributed to the existence of a condition present on the parcel that violates the Spalding County Code.

#### ***Motion carried unanimously by all.***

3. Consider approval on first reading an Ordinance amending the Part VI - Licensing and Regulation, Article A, Section 6-1020, Subparagraph (a) to correct an oversight in the wording of the code.

James Fortune, County Attorney, advised that at the last Board Meeting an oversight in the code that had been adopted by the Board and this amendment will correct that oversight.

#### ***Motion/Second by Ray/Flowers-Taylor to approve on first reading an Ordinance amending the Part VI - Licensing and Regulation, Article A, Section 6-1020, Subparagraph (a) to correct an oversight in the wording of the code. Motion carried unanimously by all.***

4. Consider reappointment of Commissioner Donald Hawbaker to the Atlanta Regional Commission as Spalding County's representative for a one year term ending 12/31/2017.

#### ***Motion/Second by Ray/Johnson to reappoint Commissioner Donald Hawbaker to the Atlanta Regional Commission as Spalding County's representative for a one year term ending 12/31/2017. Motion carried unanimously by all.***

5. Consider approval of a contract with the Judicial Alternatives of Georgia ("JAG") to provide correctional services to offenders processed through the Spalding County Alternative Court.

**JUDICIAL ALTERNATIVES OF GEORGIA  
COMMUNITY CORRECTIONAL SERVICES AGREEMENT**

Effective Date: January 1, 2017

This AGREEMENT ("Agreement") is made by and between Judicial Alternatives of Georgia (JAG), a corporation organized under the laws of the State of Georgia, with its principal place of business located at 107 North 6<sup>th</sup> St., Griffin, Georgia ("JAG"), and the State Court of Spalding County, Georgia with its principal place of business for the purposes of this Agreement in Griffin, Spalding County, Georgia ("the Court").

WHEREAS, the Court has determined that a present need exists for certain community correctional services, hereinafter **referred to as the "Services", and**

WHEREAS, the Court is authorized to enter into this Agreement by the laws and regulations to which the Court is subject; and

WHEREAS, the Court and Judicial Alternatives of Georgia agree that the terms and conditions of this Agreement apply to the Services purchased **hereunder; and**

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

**1. INTRODUCTION**

The purpose of this Agreement is to set forth the agreement between JUDICIAL ALTERNATIVES OF GEORGIA and the Court concerning the Correctional Services that JUDICIAL ALTERNATIVES OF GEORGIA agrees to provide the Court hereunder.

**2. SERVICES**

2.1 JUDICIAL ALTERNATIVES OF GEORGIA agrees to provide certain Services and JUDICIAL ALTERNATIVES OF GEORGIA and the Court agree that the client shall pay for the Services as described herein which shall be subject to this Agreement and separately executed by the Court and JUDICIAL ALTERNATIVES OF GEORGIA. All Services provided by JUDICIAL ALTERNATIVES OF GEORGIA hereunder shall be governed by this Agreement. Capitalized terms used in this Agreement refer to the corresponding terms defined herein. The parties agree that the Court shall have no obligation to make any payments under this contract and that JUDICIAL ALTERNATIVES OF GEORGIA shall look solely to its clients for payment.

2.1.1 **JUDICIAL ALTERNATIVES OF GEORGIA** agrees to provide the following supervision services:

1. Monitor and collect scheduled time payments for fines, court costs and restitution.
2. **Monitor conditions placed on convicted misdemeanants, as ordered by the court.**
3. Provide staff to attend State Court (the "Court") to perform intake on sentenced misdemeanors.
4. Provide monthly reports to the Court. All collected fines and cost payments shall be remitted on a weekly or monthly basis to the Court's designee.
5. Confer with the Court staff, the Prosecuting Attorneys/Solicitor's office and Judges on cases as appropriate.
6. Manage Client case limits, not to exceed 300 active Clients per Probation Officer for those offenders **with court ordered conditions of probation.**
7. Employ probation officers with a two (2) year degree and appropriate professional experience and a minimum age of at least 21 years.
8. Probation officers shall receive 40 hours of initial orientation within 6 months of employment and 20 hours of annual in-service. All other employees shall receive 16 hours of initial training and 8 hours of **annual in-service.**

9. Employ office and clerical staff with a minimum high school or equivalent diploma, minimum age of 18 years.
10. Compete criminal record checks on all staff in accordance with Rule 503-1.26 and O.C.G.A. 35-3-34.
11. Maintain appropriate records on Clients.
12. Provide periodic detailed reports to the Court.
13. JAG shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the court. JAG shall maintain records of service participation.
14. Develop and monitor restitution recovery program:
15. Report non-compliance by the offender to the Court.
16. Provide oversight of any offender placed on pre-trial supervision program.
17. Submit a monthly written report to the Court on the amount of Court fines, costs and restitution ordered by the Court and collected by JUDICIAL ALTERNATIVES OF GEORGIA from the Client. The report shall include the services being provided, the total dollar amount applied to Court ordered fines, restitution and other conviction to the Court by the tenth (10th) business day of the following month.
18. Tender all fines, costs and restitution ordered by the Court and collected by JUDICIAL ALTERNATIVES OF GEORGIA on a daily basis.
19. Comply with all laws regarding confidentiality of client records.
20. JUDICIAL ALTERNATIVES OF GEORGIA shall not attempt to profit from any fines, restitution or court costs collected from the Clients.
21. Notify the Court, no later than the time at which a client has served 2/3 of his probated sentence, if it does not appear that the client will pay all of the Court ordered fines and / or restitution or that the client will not complete any other term of his probation.
22. File revocation petitions, orders, and coordinate scheduling for hearings.
23. **Provide testimony at delinquency or revocation hearings.**
24. Collect fines and fees due to the Court from probationers.

2.1.2 **The Court** agrees to do or provide (as applicable) the following under the above referenced Agreement:

1. Refer appropriate cases to JUDICIAL ALTERNATIVES OF GEORGIA for community supervision.
2. Electronic house arrest program and other programs and services if and when appropriate.

### 3. PRICING

The Court agrees to permit JUDICIAL ALTERNATIVES OF GEORGIA to collect for the Services hereunder in accordance with the following pricing set forth in table 3.1. The pricing in table (3.1) also states whether such pricing shall be payable by the Court or collected directly from the Client (as defined below).

- 3.1 The cost of Supervision Services being provided hereunder shall be as follows:

Amount Payable by Client:  
\$ 36.00 monthly supervision fee.  
(Additional fees for additional services Exhibit A)

- 3.2 The cost of Electronic Monitoring devices being provided shall be as follows: Amount Payable by Client:  
\$10/day- House Arrest  
\$10/day - Sobriety  
\$15/day- Combined usage of above

(All fees outlined in Exhibit A)

- 3.3 A person deemed indigent by the Court shall be supervised at no cost to the offender.
- 3.4 JUDICIAL ALTERNATIVES OF GEORGIA agrees during the term of this contract that it will maintain an office within the territorial confines of Spalding County to service all State Court probationers.

### 4. PAYMENT

Payments from Clients. Any amount which are to be paid directly by an end-user of any particular service or equipment hereunder (a "Client"), if so specified in the applicable Services section 2.1 shall be collected by JUDICIAL ALTERNATIVES OF GEORGIA directly from said Client. Such amounts may include the cost of such services or equipment described in this Agreement, as well as such additional amounts which the court may instruct JUDICIAL ALTERNATIVES OF GEORGIA to collect (such as restitution, court fines and fees). As used in this Agreement, the term: Client: shall mean the person actually receiving the services, directly using equipment or using any other component of JUDICIAL ALTERNATIVES OF GEORGIA.

## 5. TAXES

JUDICIAL ALTERNATIVES OF GEORGIA shall be responsible for all license fees, taxes or assignments, however designated, whether levied or based on the **amounts paid hereunder, this Agreement or Services, exclusive of taxes based on the net income of JUDICIAL ALTERNATIVES OF GEORGIA.** Any personal property taxes assessable on any equipment which is part of the Services provided hereunder after delivery to the carrier shall be borne by JUDICIAL ALTERNATIVES OF GEORGIA.

## 6. PATENT AND PROPRIETARY RIGHT INDEMNITY

JUDICIAL ALTERNATIVES OF GEORGIA will or will have a third party at its own or such third party's expense, defend any action brought against the Court to the extent that is based on a claim that any party of the Services supplied by JUDICIAL ALTERNATIVES OF GEORGIA under this Agreement infringes a United States patent, copyright or other proprietary right and JUDICIAL ALTERNATIVES OF GEORGIA will pay those costs and damages agreed upon in settlement, compromise or finally awarded against the Court in any such action. The obligation to make such defense and payments are conditioned on the following: (1) that JUDICIAL ALTERNATIVES OF GEORGIA shall be notified promptly in writing by the Court of such claim, (2) that JUDICIAL ALTERNATIVES OF GEORGIA shall have sole control of the defense of any action on such claims and all negotiations for its settlement or compromise; and (3) should the Services become, or in JUDICIAL ALTERNATIVES OF GEORGIA's opinion be likely to become, the subject of a claim of infringement, the Court shall permit JUDICIAL ALTERNATIVES OF GEORGIA or a third party, at its or such third party's option and expense, either (i) to procure for the Court the right to continue using the Services or (ii) to replace or modify the same so that it becomes non-- infringing.

JUDICIAL ALTERNATIVES OF GEORGIA will not have any liability to the Court under the provisions of this Section for any infringement, or claim thereof, **based upon the use of said services in combination with other services not provided by JUDICIAL ALTERNATIVES OF GEORGIA to the Court, or the use of the modified condition if such modification was not authorized by JUDICIAL ALTERNATIVES OF GEORGIA Probation Services, Inc.**

The foregoing states the entire liability of JUDICIAL ALTERNATIVES OF GEORGIA with respect to infringement of any proprietary rights by the Services of any part thereof

## 7. INDEPENDENT CONTRACTOR STATUS

This contract creates the relationship of independent contractor between JUDICIAL ALTERNATIVES OF GEORGIA and the Court. JUDICIAL ALTERNATIVES OF GEORGIA agrees that it shall not be considered as the agent, employee or assign of the Court.

## 8. INDEMNIFICATION

### 8.1 General

JUDICIAL ALTERNATIVES OF GEORGIA will indemnify the Court from and against all liability resulting from the negligence or willful misconduct of JUDICIAL ALTERNATIVES OF GEORGIA, its **employees and agents in the provision of Services hereunder.**

### 8.2 Liability

The term "liability" includes but is not limited to legal fees and expenses, penalties and interest and judgments against the Court.

### 8.3 Remaining Effect

**This indemnification provision shall remain in effect even if:**

- a. Client has made full payment under this Agreement, or b. This Agreement is terminated

## 9. TERM/TERMINATION

### 9.1 Term

This Agreement shall commence on January 1, 2017 and terminate December 31, 2018. The contract shall be automatically renewed every year thereafter on this date unless the Court notifies JUDICIAL ALTERNATIVES OF GEORGIA Probation Services, Inc. in writing sixty (60) days prior to the renewal date that the contract shall not automatically be renewed.

### 9.2 Without Cause

Either party may terminate this Agreement at any time without cause upon six (6) months prior written notice to the other party.

### 9.3 With Cause

Either party may terminate this Agreement at any time for failure by the other party to perform or adhere to any material obligation undertaken pursuant to this Agreement after giving the other party sixty (60) days prior written notice within which to cure such default. If such default is not cured within the sixty (60) day period the party which gave the notice may terminate the Agreement at any time thereafter upon written notice to the other party.

### 9.4 Bankruptcy

Either party may terminate this Agreement immediately by written notice to the other party if the other party ceases to **trade or function or in the ordinary course of business becomes insolvent, or becomes subject to any assignment for the benefit of creditors, winding-up, dissolution, insolvency, bankruptcy, receivership or any similar proceeding.**

### 9.5 Termination

The termination of this Agreement will not relieve either party of any obligation or liability accrued under this Agreement or pursuant to any order issued prior to the termination, and will not relieve either party of the continuing obligation pursuant to the Sections regarding Proprietary Information and Trade Secrets (Section 6) and Indemnification (Section 7), which obligations will survive any termination of this Agreement.

## 10. FORCE MAJEURE

JUDICIAL ALTERNATIVES OF GEORGIA shall not be liable for any delay in performance or non-performance which is due to causes beyond JUDICIAL ALTERNATIVES OF GEORGIA's control, **including, but not limited to, war, fire, floods, sabotage, civil unrest, strikes, embargoes or other transportation delays,** acts of God, acts of third parties, acts of governmental authority or any agent or commission thereof, accident, breakdown of equipment, differences with employees or similar or dissimilar causes beyond JUDICIAL ALTERNATIVES OF GEORGIA's reasonable control.

## 11. INSURANCE

Prior to the execution of the contract, and at all times that the contract is in force, the JUDICIAL ALTERNATIVES OF GEORGIA shall obtain, maintain and furnish the Court with Certificates of Insurance from companies acceptable to the Court and licensed to do business in the State of Georgia covering the following:

- a. Statutory Worker's Compensation Insurance with employer's liability as follows:
  - a. Bodily injury by accident- \$100,000.00 each accident
  - b. Bodily injury by disease- \$500,000.00 policy limit
- b. Bodily injury by disease - \$100,000.00 each employee Comprehensive General Liability Insurance as follows:
  - a. \$100,000.00 limit of liability per occurrence for bodily injury and property damage
  - b. \$100,000.00 limit of liability for valuable papers and records
- c. Auto Liability as Follows:
  - a. \$100,000.00 limit of liability per occurrence for bodily injury and property damage
  - b. Comprehensive form covering all owned, non-owned and hired vehicles.
- d. Property Coverage to include as follows:
  - a. \$50,000.00 limit of liability for valuable papers and records
  - b. Electronic data processing with extra expense;
- e. Third-party fidelity - \$50,000.00 limit of liability;
- f. Spalding County a Political Subdivision of the State of Georgia (and any applicable authority) should be shown as an additional insured on general liability and auto liability;
  - a. The cancellation provision should provide at least sixty (60) days' notice of cancellation.
  - b. Certificate holder should read:  
Spalding County Board of Commissioners  
Post Office Box 1087  
Griffin, Georgia 30224
- g. Bonding- Employee theft and dishonesty- \$50,000

#### 11.1 Rating

The insurance company, excluding the worker's compensation carrier, must have an A.M. Best rating pr A: 6 or higher. Certain workers' compensation funds may be acceptable, but must be approved by Spalding County.

#### 11.2 License

The insurance company must be licensed to do business with the Georgia Department of Insurance.

#### 11.3 Certificate

**Certificates of Insurance, and any subsequent renewals, must reference specific contracts.**

### 12. NOTICES

Any notices or communications given or required in connection with this Agreement shall be in writing and shall be deemed to have been given when sent by US regular mail, postage prepaid, to the other party at the address stated herein **above and directed to the attention of the person signing this Agreement, his successor, other designee or officer of the party.** Notice sent by the other means, including facsimile, shall be deemed effective upon receipt. The current facsimile number for JUDICIAL ALTERNATIVES OF GEORGIA is (678) 688-2102. The current facsimile number for the Court is (770-467-4475). A change in the address or facsimile number of either party may be made in the same manner as for giving of any other notice.

### 13. GENERAL

13.1 No Assignments

Without the prior written consent from the Court, JUDICIAL ALTERNATIVES OF GEORGIA shall not assign or transfer this Agreement.

13.2 Entire Agreement

The entire agreement between the parties with respect to the subject matter hereof is contained in this Agreement. This Agreement supersedes all prior oral and written proposals and communications related to this Agreement between the parties. The Court acknowledges that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not contained in this Agreement. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing, and signed by the **party against whom the waiver, amendment or modification is claimed. Preprinted terms and conditions of any purchase order or other instrument issued by the Court in connection with this Agreement which are in addition to or inconsistent** with the terms and conditions of this Agreement will not be binding on JUDICIAL ALTERNATIVES OF GEORGIA and will not apply to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties if hereto, their permitted successors and assigns.

13.3 Serviceability

Any provision of this Agreement which is unenforceable under the laws of any jurisdiction which are applicable hereto shall be ineffective to the extent such laws apply without causing such provision to be ineffective under the laws of any other jurisdiction which may be or may become applicable and without invalidating the remaining provisions of the Agreement.

13.4 Captions

The captions set forth herein are for convenience only and shall not define or limit any of the terms hereof.

13.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard **to its conflicts of law provisions.**

13.6 Mediation

Any and all disputes arising under or related to this Agreement which cannot be resolved through negotiations between the parties shall be submitted to non-binding mediation. In the event mediation is unsuccessful at resolving the dispute between the parties then and in such an event, the parties agree that the State Court of Spalding County, Georgia, will **have jurisdiction and venue to decide any issue which may arise between the parties hereto out of the execution of this Agreement.**

13.7 Limitation

No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the **cause of action has arisen.**

13.8 Access to Books and Records

Upon ten (10) business days written notice to JUDICIAL ALTERNATIVES OF GEORGIA, representatives of the Court and the Court shall have access, at all **reasonable times, to all JUDICIAL ALTERNATIVES OF GEORGIA's books, records, correspondence, instructions, receipts, vouchers and memoranda (excluding computer software)** pertaining to work under this Agreement for the purpose of conducting a complete independent fiscal audit for any fiscal year or calendar year within the last two (2) years.

13.9 Access to Program Records

Upon ten (10) business day's written notice to JUDICIAL ALTERNATIVES OF GEORGIA, JUDICIAL ALTERNATIVES OF GEORGIA shall make program records

available for Clients subject to the Court or Court jurisdiction in connection with work performed with this Agreement.

#### 13.10 Copies of Program Records

In the event that either JUDICIAL ALTERNATIVES OF GEORGIA or the Court should terminate this contract, then and in such event, upon ten (10) days written notice by the Court to JUDICIAL ALTERNATIVES OF GEORGIA, JUDICIAL ALTERNATIVES OF GEORGIA shall, at its expense, provide the Court with a copy of all of its records concerning each **client serviced pursuant to this contract**.

#### EXHIBIT A - PROGRAM OFFERINGS JUDICIAL ALTERNATIVES OF GEORGIA, INCORPORATED / COMMUNITY CORRECTIONAL SERVICES

COURT SERVICES: -Staff will attend court, complete personal history statements and initiate the collections of court and program costs. Staff will administer a probation case classification instrument. The individual files will be established and records maintained for reports of program participation as requested by the Court.

COMMUNITY SUPERVISION- \$35.00 PER MONTH An ongoing offender monitoring program which accounts for the activities of offenders, serving their sentence on Probation. The offender supervision is offered through intensive and **regular programs, which vary in intensity and service.**

COMMUNITY SERVICE COORDINATION AND MONITORING- NO COST JAG shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the court. JAG shall maintain records of service participation.

COLLECTION OF BACK FINES -NO COST  
JUDICIAL ALTERNATIVES OF GEORGIA will take over collection of back court fines and costs with a contractual agreement that JUDICIAL ALTERNATIVES OF GEORGIA will retain 50% of all monies collected, if requested by the Court.

SUBSTANCE ABUSE COUNSELING/TREATMENT REFERRAL SERVICES- NO CHARGE  
If after a substance abuse assessment the need for alcohol/drug counseling or treatment is indicated, the probationer can be referred to certified drug / alcohol counselors.

COMPUTER MANAGEMENT SYSTEM -NO CHARGE  
A comprehensive offender management system is installed. The system maintains complete financial and offender information, payment, entry, delinquent letter, warrants and other pertinent information needed for tracking offenders. The current status of an offender can be accessed at any time during the day.

DRUG /ALCOHOL SCREENS- \$25.00 ORAL SCREENS- \$25.00  
The drug / alcohol screen program will be conducted by local JUDICIAL ALTERNATIVES OF GEORGIA officials as directed by the Court.

ELECTRONIC MONITORING- \$10.00 per day / REACT SERIES \$10.00 per day.  
COMBINATION of both \$15.00 per day / \$30.00 installation fee.

The monitoring system consists of the use of an electronic transmitter attached to the ankle or wrist with a comfortable strap. The transmitter is attached in the probation office. The offender takes a monitor / dialer to his / her home and plugs it into the home phone. After connection to the phone line at home, the monitor automatically calls up the central computer and reports the offender's arrival and departure. A curfew is programmed into the computer for each day of the **week to accommodate classroom time, work schedules, counseling periods or medical visits. Notice of violation of the curfew** is made to each probation officer for evaluation on an immediate basis. This notice is provided by phone / beeper **or fax message. The computer provides all status reports and caseload management reports for accurate, reliable and continuous monitoring of each offender's departures and returns. JUDICIAL ALTERNATIVES OF GEORGIA provides all monitors, transmitters, supplies, forms, straps, etc., and assists with an inventory of equipment to accommodate.**



THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY THE COURT AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF JUDICIAL ALTERNATIVES OF GEORGIA AT ITS PRINCIPAL PLACE OF BUSINESS.

JUDICIAL ALTERNATIVES OF GEORGIA, Inc.

By: \_\_\_\_\_  
Printed Name: Tim Donovan  
Printed Title: Owner, Judicial  
Alternatives of Georgia, Inc.

By execution hereof, the signer hereby certifies that signer is duly authorized to execute this agreement on behalf of the Court.

THE COURT

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

Printed Name: Josh W. Thacker  
Printed Title: Spalding County State Court Judge

COUNTY: SPALDING

APPROVED AS TO CONTENT AND FORM:  
CHAIRMAN, BOARD OF COMMISSIONERS  
SPALDING COUNTY, GEORGIA

By: \_\_\_\_\_  
Printed Name: The Honorable Bart Miller  
Printed Title: Chairman, Spalding County Board of Commission

This 6<sup>th</sup> day of February, 2017

***Motion/Second by Ray/Johnson to approve a contract with the Judicial Alternatives of Georgia ("JAG") to provide correctional services to offenders processed through the Spalding County Alternative Court.***

Commissioner Flowers-Taylor asked if this company had any family ties with past State Court Judge Esary.

State Court Judge, Josh Thacker, responded that JAG was a multi-state company and to his knowledge there are no ties to Judge Esary, or his family to this company. He stated that he too had heard the rumor over the years, but he had investigated the matter and there is nothing to support those claims.

***Motion carried unanimously by all.***

6. Consider amendment to the tower space rental contract with Verizon for the Williamson Road Tower location.

Commissioner Hawbaker asked for an explanation of what is behind the request for the amendment to the rental agreement.

Mr. Wilson advised that we currently have an agreement with Verizon to lease space on the tower located on Williamson Road, this is a request by Verizon to remove the current equipment and replace it with upgraded equipment to allow them to provide better service. He

further advised that all of the testing has been completed to insure that the upgrade will not interfere with the county’s 800 MHz

FIRST AMENDMENT TO  
LEASE AGREEMENT

This **FIRST AMENDMENT TO TOWER LEASE AGREEMENT** (this "Amendment") is made this 6<sup>th</sup> day of February, 2017, by and between **SPALDING COUNTY**, a political subdivision of the State of Georgia (hereinafter referred to as "Lessor"), and **VERIZON WIRELESS OF THE EAST LP**, a Delaware limited partnership, d/b/a Verizon Wireless (hereinafter referred to as "Lessee").

**WHEREAS**, Lessor and Lessee entered into a Lease Agreement dated July 7, 2014 (the "Lease"), whereby Lessor leased to Lessee certain Premises, as more particularly described in the Lease, which Premises are a portion of the Property located on Williamson Road, Griffin, Georgia; and

**WHEREAS**, Lessor and Lessee desire to amend the Lease as set forth below.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

- 1. Exhibit "4" attached to the Lease is hereby deleted in its entirety and replaced with **Exhibit "4-1"** attached hereto and incorporated herein by this reference.
- 2. In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified and shall remain in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.
- 3. All capitalized terms used but not defined herein shall have the same meanings as in the Lease.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed and sealed on the day and year first written above.

<div>_____</div> <div><b>Witness</b> William P. Wilson, Jr. County Manager</div>	<div><b>LESSOR:</b></div> <div><b>SPALDING COUNTY</b></div> <div>By: _____</div> <div>Print Name: <u>Bart Miller</u></div> <div>Title: <u>Chairman, Spalding County Board of</u></div> <div><u>of Commissioners</u></div> <div>Date: <u>February 6, 2016</u></div> <div>(SEAL)</div>
<div>_____</div> <div><b>Witness</b></div>	<div><b>LESSEE:</b></div> <div><b>VERIZON WIRELESS OF THE EAST LP</b> d/b/a Verizon Wireless</div> <div>BY: Cellco Partnership Its: General Partner</div> <div>BY: _____</div> <div>Print Name: _____</div> <div>Title: _____</div> <div>Date: _____</div>

***Motion/Second by Ray/Flowers-Taylor to approve amendment to the tower space rental contract with Verizon for the Williamson Road Tower location. Motion carried unanimously by all.***

7. Consider request from the Georgia Department of Transportation for Design and Engineering funding for the Jordan Hill Road Bridge over Troublesome Creek.

***Motion/Second by Ray/Hawbaker to approve the request from the Georgia Department of Transportation for Design and Engineering funding for the Jordan Hill Road Bridge over Troublesome Creek.***

Commissioner Flowers-Taylor asked County Manager, William Wilson to review the request for the Board.

Mr. Wilson stated that the replacement of this bridge has been discussed for the last few years. The original design and engineering work that had been performed has become outdated. At one point, the County asked to take the project over, then last year we asked the State to take it back. During this period of time, the design and engineering work that had been completed became outdated and will have to be redone in order for the project to proceed.

GDOT utilized federal funds for the initial design and engineering work that was completed and since the project was not completed within a certain period of time the plans are no longer valid. We had hoped that when we asked that GDOT take the project over, they would be able to get additional money from the federal government for redesign and engineering; however, that did not happen.

He then stated that in order for this project to proceed, Spalding County will have to pay \$200,000 for the design, engineering and all of the additional studies to be redone for this bridge so that we can move on with construction. The cost of the bridge will then be 100% paid for by the State and Federal Governments. The only thing required of the County will be this \$200,000 investment and we have to acquire the right-of-way.

Mr. Wilson stated that staff recommends approval because without it this project will be “dead in the water” and it is recommended that the \$200,000 come from the 2015 SPLOST.

***Motion/Second by Hawbaker/Ray to amend the motion to include that funding be earmarked from the 2015 SPLOST road and bridge funds.***

***Motion carried unanimously by all.***

8. Consider request from the Spalding County Fire Department to apply for various grants during 2017 as indicated in the attachment. There are a number of grants available through the year and this will allow the Fire Department to apply for these grants.

***Motion/Second by Ray/Flowers-Taylor to approve a request from the Spalding County Fire Department to apply***

***for various grants during 2017.***

Commissioner Flowers-Taylor asked for the grants that require a match, where would the matching funds come from?

Mr. Wilson stated that we budgeted \$50,000 this year for grant matching funds. If the match is below \$50,000 they will go ahead and apply for the grant, if it is above \$50,000 for the match then they will come back to the Board before they apply. This match is budgeted in the Fire District Fund.

***Motion carried unanimously by all.***

9. Consider approval of FY 2018 Budget Calendar.

Mr. Wilson stated that he would like to review the FY2018 Budget Calendar before the motion. He then reviewed the dates on the Budget Calendar with the Board. He noted that on the proposed calendar the dates reflected are due approximately a month earlier than in previous years.

Consensus of the Board is to move the May 2, 3, 4 meetings to May 3, 4, 5, 2017.

***Motion/Second by Hawbaker/Ray to approve the FY2018 Budget Calendar as amended. Motion carried unanimously by all.***

10. Consider cancellation of the May 1, 2017 Board of Commissioner's Regular Meeting.

***Motion/Second by Ray/Johnson to approve cancellation of the May 1, 2017 Board of Commissioner's Regular Meeting.***

Commissioner Hawbaker inquired regarding the Zoning Public Hearing scheduled for April 27<sup>th</sup> as most of the members of the Board will be leaving that day going to the ACCG Annual Conference.

Mr. Wilson suggested that the Zoning Public Hearing be moved to the April 17<sup>th</sup>, the date of the Board of Commissioners Extraordinary Session.

Mr. Wilson asked that the agenda be amended to include moving the Zoning Public Hearing to April 17<sup>th</sup>.

***Commissioner Ray rescinded his motion and Commissioner Johnson rescinded her second.***

***Motion/Second by Flowers-Taylor/Johnson to amend the agenda to include a change in the date of the Zoning Public Hearing from April 27<sup>th</sup> to April 17<sup>th</sup> and add that to item #10. Motion carried unanimously by all***

***Motion/Second by Ray/Flowers-Taylor to approve cancellation of the May 1, 2017 Board of Commissioners Regular Meeting and to move the Zoning Public Hearing to***

***April 17<sup>th</sup>. Motion carried unanimously by all.***

11. Consider request to declare approximately 5.064 acres of County property adjacent to the Public Works Department as surplus and authorize the County Manager and County Attorney to prepare the notifications and documentation to authorize the sale on the Courthouse steps.

Mr. Fortune advised that the Landrum Family Limited Partnership is requesting that we declare the 5.064 acres as surplus and place this property up for sale as they are interested in acquiring the property. The procedure that we will have to follow is to:

- ☒ Declare the property as surplus as it currently serves no useful public purpose.
- ☒ Pass a resolution declaring the property as surplus and that it be sold.
- ☒ Recommendation of the Tax Assessor's Office is that we start the bidding for the property at \$84,000. Which means if we do not receive a bid for \$84,000 we do not sell the property.  
Mr. Landrum has already provided a check in the amount of \$84,000 made payable to Spalding County as evidence that they intend to bid on this property. Additionally, he is having a plat prepared that will accurately describe the 5.064 acres, which will have to be in our legal ad and will have to be advertised once.
- ☒ The Legal Ad will need to run not less than 15 nor more than 60 days prior to the sale.
- ☒ The sale will take place on the first Tuesday of the month as designated in the ad between the hours of 10:00 a.m. and 4:00 p.m. on the Courthouse steps. Open bidding, highest and best bidder for cash.

Mr. Fortune then advised if this is the intent of the Board, the first thing that has to be done is adoption of the Resolution declaring the property as surplus so that it can be sold under provisions in OCGA §36-9-3.

**RESOLUTION TO DISPOSE OF REAL PROPERTY**

WHEREAS the County owns approximately 5.064 acres more particularly described in the Exhibit A documents attached as; and

WHEREAS the Landrum Family Limited Partnership desires to purchase said 5.064 acres; and

WHEREAS pursuant to the provisions of O.C.G.A. § 36-9-3, the County is authorized to dispose of certain real property if the Commissioners first resolve and that the real property is surplus and serves no useful public purpose.

THEREFORE, now be it resolved that the property described in Exhibit A attached hereto is hereby declared to be surplus property that is not needed by Spalding County to carry out its governmental functions and serves no useful public purpose.

Further, the Commissioners resolve that said property shall be sold pursuant to the provisions of O.C.G.A. § 36-9-3 and further direct that said real property shall not be sold for less than \$84,000.00.

It is so resolved this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

BOARD OF COMMISSIONERS OF SPALDING COUNTY

By \_\_\_\_\_

Attest \_\_\_\_\_

***Motion/Second by Hawbaker/Ray to approve the resolution to declare approximately 5.064 acres of County property adjacent to the Public Works Department as surplus and authorize the County Manager and County Attorney to prepare the notifications and documentation to authorize the sale on the Courthouse steps.***

Mr. Wilson then advised that Mr. Landrum is aware that he may have to go up on his bid; however, he wanted to make sure that the Board was confident in his desire to acquire this property.

***Motion carried unanimously by all.***

12. Consider recommendation from the Parks & Recreation Advisory Board for the creation of a Spring NFL Youth Flag Football program.

Mr. Wilson stated that Robbie Milner from the Spalding County Leisure Services Department is here to answer any questions the Board may have regarding this request. He advised that only one staff person will be required to oversee the program, the coaches have agreed to run the camp, it is \$30.00 per participant and it is anticipated 100 participants at a cost of approximately \$20,000.

Mr. Wilson then stated that staff recommendation, as he advised at the retreat in January, is any expansion of programs, facilities or services should be submitted in the Department's annual budget request and should not be considered at any other times to allow for proper evaluation and possible funding.

Commissioner Flowers-Taylor asked what the \$30.00 per participant would cover.

Mr. Milner advised that \$25.00 of the registration fee would go for the jerseys and a flag belt for each player participating in the league, we are partnering with USA Football which is sponsored by the NFL and the remaining \$5.00 would be for the insurance with the league that we are partnering with which is USA Football. Mr. Milner advised that this program will be more like a training camp and not an actual league.

Mr. Milner further stated that this program is more of a skill development type program where they will be teaching the youth more fundamentals of the game before the season starts in the fall. The plan is to use the volunteer coaches to facilitate the skill and drill aspects of the game. It will be a 2 hour day for 4-6 Saturdays. The goal is to develop skills and bring some fun to the game for those kids who may not have had an opportunity to be introduced to the game. For those who are currently involved in the program, the goal will be to better educate them on the function of the different positions both

defensively and offensively.

Mr. Milner advised that the camp will be offered to ages 5-12, which is the age group that is served during the fall league. Currently flag football is offered to the 5-6 year olds; however, the older youth sometimes get so involved with the tackle aspect of the game that they never really learn the fundamentals of the game.

Mr. Milner stated that he currently has approximately 6 coaches who have volunteered for this program. He stated that there would be six stations set up, each station would provide a different learning aspect of the game and the children would be rotated between the stations for the first hour of each day, then they would be divided into age groups to play flag football for the remainder of the time.

Mr. Milner stated that the coaches would be responsible for monitoring the games, there would be no officials, so the only cost to the County would be for the fields to be lined at least one time at the beginning of the program. He then stated that registration for the program would start on March 13<sup>th</sup> with an anticipated start date of April 15<sup>th</sup>.

***Motion/Second by Flowers-Taylor/Hawbaker to approve the creation of a Spring NFL Youth Flag Football program as recommended by the Parks & Recreation Advisory Board. Motion carried unanimously by all.***

13. Consider recommendation from the Parks & Recreation Advisory Committee for improvements to the Park @ 6th.

Mr. Wilson stated that at their meeting on November 10<sup>th</sup>, 2016, the Parks & Recreation Advisory Board made a motion to have shade structures and other structures provided at the Park @ 6<sup>th</sup>. T.J. Imberger, Superintendent of Parks and Public Grounds, has provided a list of costs for this project. The proposal includes shade structures, trash cans, benches and a water fountain for a total of \$67,963.63 which is not budgeted in FY2017 operating budget.

Mr. Wilson then reiterated that the staff recommendation is the same as in item #12, any expansion of programs, facilities or services should be submitted in the Department's annual budget request and should not be considered at any other times to allow for proper evaluation and possible funding.

Commissioner Flowers-Taylor then asked Mr. Imberger what the source of the funding would be for this project.

Mr. Imberger advised that Commissioner Flowers-Taylor had indicated the possibility of being able to utilize Hotel/Motel Tax funds for the project as this could be a tourism destination.

Commissioner Flowers-Taylor then asked Mr. Imberger to advise why this request is being made.

Mr. Imberger stated that the request is a result of the Archways visit to Carrollton, his office was asked to take a look at what had been done there. The main reason this request is being made is so that the park can be utilized for activities during the daytime hours. The sun shades will accommodate usage on days when it is sunny and hot. The request

also includes picnic tables, a water fountain and trash receptacles. These changes would make the park more amenable for usage by downtown businesses and individuals at lunchtime use.

Commissioner Johnson then asked if the funds were available in the Hotel/ Motel tax for this proposed expenditure.

Mr. Wilson advised that prior to GSBTA, all of the money in the Hotel/Motel Tax Fund was used for tourism. In FY2017 we budgeted GSBTA's portion, which is 5% to go to GSBTA and the remaining 3% we are allowed to put into the General Fund. He then stated that he believes what Commissioner Flowers-Taylor is wanted to use is the ±\$200,000 that is in the "prior to GSBTA fund" which is the same fund that we used to construct the park.

Commissioner Flowers-Taylor stated that the reason this request had not been made as part of the budget process for FY2017 is because the Archway meeting in Carrollton had not taken place at that time and the possibility of pocket parks also developed after the budget process. She further stated that the improvements suggested should make the Park @ 6<sup>th</sup> more usable for the community. Currently you can't be out there when it is raining, and you can't use the Park when it is too hot.

***Motion/Second by Flowers-Taylor/Johnson to approve the recommendation of the Parks & Recreation Advisory Committee for improvements to the Park @ 6<sup>th</sup> as presented at the meeting and to utilize the pre GSBTA Hotel/Motel Tax Funds in the amount not to exceed \$68,000 for these improvements.***

Chairman Miller expressed his concern over the durability of the shade fabric that is proposed. He stated that he wanted to make sure that this wasn't something that was going to have to be replaced every two to three years.

Mr. Imberger advised that he would get the warranty information on the material used and forward it to Mr. Wilson.

***Motion carried 4-1 (Ray).***

## **XI. REPORT OF COUNTY MANAGER**

- Clarification on Robert Parker's seat on the Griffin-Spalding Development Authority. We had incorrectly listed Mr. Parker's appointment expiration date as December 31, 2016 and therefore, we advised the Board that we needed two appointments. That was incorrect and we have made the changes and he apologized for the error.
- He congratulated the City of Griffin on being named a Live, Work and Play Community and they are in this month's Georgia Trend magazine.
- He commended the Fire Department on their 2016 Annual Report, there is a copy in each Commissioners' box and it is being converted to pdf and it will be placed on the website.
- He then stated that the estimated SPLOST collections were to be \$700,000 per month. Over the first five months we averaged approximately \$703,000 per month. He advised that he was extremely happy to announce that the collections for December were over \$871,000, he reminded everyone that this is an anomaly because it is



December and that is the highest it has been in several years of SPLOST collections.

He stated that even though it is a great sign for the economy, the County cannot count on this amount coming in every month for the remaining period of time. The SPLOST will continue for the full 72 months because of the intergovernmental agreement so if the collections continue, we will have additional funds available to use on SPLOST projects. He advised that he would keep the Board up-to-date on the SPLOST monthly collections.

## **XII. REPORT OF COMMISSIONERS**

### **Commissioner Donald Hawbaker**

- He wanted congratulate Daa'ood Amin for being designated as General Griffin by the Griffin Chamber of Commerce for calendar year 2017. He added that he felt that Mr. Amin deserved the designation because of his commitment to Spalding County and his promotion of the County.
- He was discouraged by the need for Mr. Sutherland to appear before the Board again. He advised that Mr. Sutherland lives in the district that he represents and he had no idea that his concerns were not being addressed. He requested a report from Code Enforcement on what action has been taken during the span of time that Mr. Sutherland addressed. He wants to make sure that we are doing everything that the law allows to be done in addressing these issues.
- He stated that the Board accomplished a lot at the Commissioner Retreat on January 20<sup>th</sup>.
- He added that he enjoyed the amount of time that he was able to spend with his fellow commissioners along with colleagues from the City of Griffin, the School System and the Development Authority at the Archway Retreat.
- He stated that one of the items he brought up at the Commissioner Retreat was that he would like to see changes currently allowing businesses that are "grandfathered" under older regulations, and no longer conducting business at the location, not be allowed to renew a business license. He advised that there was one of these located in the district that he represents, he has been told that the person/entity has three different business licenses that they continue to update in order to stay grandfathered under the older regulations and is not having to meet current regulations. He would like for the Board to take a look at these grandfathering provisions.

### **Commissioner Gwen Flowers-Taylor**

- She stated that she feels that there was some really good work done at the Archway Retreat, but one of the things discussed that they really didn't address was crime. She thought it was unusual that the Chief of Police nor the Sheriff were at the Retreat. Some of the items that were talked about hinged on the cooperation of law enforcement. She stated that they should be included as part of the intergovernmental group during future discussions.
- She doesn't feel that the process of appointments is efficient. She feels that nominations for a Board or Committee shouldn't be seat specific unless it is a post position, the nominations should be considered as to the date they were received and if there are a certain number of seats to be filled then you simply take the nominations as received and they are voted on in that order. She feels this would simplify the whole process

and she would like for that to be “looked at”.

- She asked Mr. Wilson about the 800 MHz radios that the County uses. She stated that she understands that it costs approximately \$850 to repair one and thousands of dollars to replace one. What are we doing about that? Where is that funding coming from? Isn't it time for a new kind of radio?

Mr. Wilson stated that there are standard minimum and maximum charges and several departments are currently looking at replacing some of the radios because some of them were purchased in 2005-2006. He stated there is new technology available and radios are smaller. He further stated that we are looking at all brands of radios not just Harris.

Commissioner Flowers-Taylor asked if the replacement would be a General Fund budgeted line item or would funding for replacement radios come from another source.

Mr. Wilson advised that it is a by budget line item depending on whether it is the Fire District Fund, E911 Fund or General Fund depending on what department is involved and replacement of the radios would be included in their operational budget.

She asked Mr. Wilson to check with the Sheriff's Department because she was told that there were areas in that Department that the radios would not pick up the signal.

- She stated that she feels that the goals that have been set for Archway Program have been very successful and she is proud that the Board has been able to work with other governmental entities without fighting and we recognize that through collaboration we can get a lot more accomplished.

#### **Commissioner Raymond Ray**

- He wanted congratulate the Fire Department, they had the recruitment class and graduated on Friday night and they did an excellent job.
- He felt that the Archways Retreat was a good collaboration.
- He thanked the Sheriff for the Press Releases that have been issued by his Department. It affords the opportunity for the Board to know what is going on before we see it in the paper.

#### **Commissioner Rita Johnson**

- She felt that the Commissioners Retreat was a good meeting and she felt we were able to accomplish a lot at that meeting. She also stated it was good to see the Sheriff at the Retreat and for him to give his insight on some of the things that he would like to see happen within his department.
- She enjoyed the discussion on Tax Abatement, she feels the Board will need to pay close attention as this will impact the community.
- She also felt that the Archway Retreat was successful and it was good to have everyone there. She feels that the initiatives are moving ahead and is looking forward to see where we are in six months.

#### **Chairman Bart Miller**

- Chairman Miller commented on Code Enforcement. He stated he feels they are doing a good job; however, he continues to receive complaints regarding trash on private property, no one is currently living there and the property is being used as a dumping ground on Vineyard and

Patterson Roads.

- He wanted to thank the Warden for arranging the garbage to be picked up along Williamson Road. He stated that he didn't know what could be done to address people throwing garbage out on the side of the roads or dumping in vacant lots or at homes that were not being lived in, but he feels that something needs to be done.

Mr. Wilson advised that he had failed to report on a completed SPLOST project and he wanted to let the Board know that the 800 MHz tower relocation from SR 155 to N. Walkers Mill Road is now complete and we are now saving \$7,000+ per month and not having to pay rent on the tower. He wanted to thank the voters for approving the SPLOST and he wanted to thank Eric Mosley and Mike Windham for the great job they did in overseeing this project.

### **XIII. CLOSED SESSION**

County Manager requests an Executive Session for discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary actions or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6).

***Motion/Second by Ray/Johnson to enter into Executive Session for discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary actions or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6) at 8:00 p.m. Motion carried unanimously by all.***

***Motion/Second by Ray/Johnson to close Executive Session at 9:04 p.m. Vote: Motion carried unanimously by all.***

***Motion/Second by Flowers-Taylor/Ray to hold a workshop regarding Compensation on February 20, 2017 at 10:00 a.m. Motion carried unanimously by all.***

### **XIV. ADJOURNMENT**

***Motion/Second by Flowers-Taylor/Johnson to adjourn the meeting at 9:06 p.m. Motion carried unanimously by all.***

/s/ \_\_\_\_\_  
Rita C. Johnson, Chairperson

/s/ \_\_\_\_\_  
William P. Wilson, Jr., Clerk



## SPALDING COUNTY BOARD OF COMMISSIONERS ORD2017-01 -Amendment to Licensing And Regulation

---

**Requesting Agency**

County Manager

---

**Requested Action**

Consider approval on second reading an Ordinance amending the Part VI - Licensing and Regulation, Article A, Section 6-1020, Subparagraph (a) to correct an oversight in the wording of the code.

---

**Requirement for Board Action**

All Ordinances require two readings at a BOC meeting .

---

**Is this Item Goal Related?**

No

---

**Summary and Background**

This matter was discussed during County Manager Comments at the Regular Meeting on January 9th, 2017 and approved on first reading at the Regular Meeting on February 6, 2017. It addresses an oversight of wording in the code and will remedy the oversight.

The amendment strikes subparagraph (a) in its entirety and inserting in lieu thereof a new subparagraph (a) to read:

(a) No retail package dealer shall open his place of business, or furnish, sell or offer for sale or distribution any alcohol beverage at any of the following times:

The old paragraph stated: (a) No retail package dealer shall open his place of business, or furnish, sell or offer for sale or distribution any liquor at any of the following times:

---

**Fiscal Impact / Funding Source**

---

**STAFF RECOMMENDATION**

Approval

---

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> ORD2017-01-Amendment to Licensing and Regulation Ordinance	1/12/2017	Backup Material

**BOARD OF COMMISSIONERS  
SPALDING COUNTY, GEORGIA**

**ORDINANCE COVER PAGE**

Ordinance No.

**2017-01 PART VI – LICENSING AND REGULATION, ARTICLE A,  
SECTION 6-1020, SUBPARAGRAPH (a) BY STRIKING SAID  
SUBPARAGRAPH (a) IN ITS ENTIRETY AND INSERTING IN LIEU  
THEREOF A NEW SUBPARAGRAPH (a)**

---

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First Reading

February 6, 2017

Second Reading (adopted and approved):

February 20, 2017

**SPALDING COUNTY, GEORGIA  
LICENSING AND REGULATION ORDINANCE  
ORDINANCE NO. 2017-01**

**TO AMEND PART VI – LICENSING AND REGULATION, ARTICLE A,  
SECTION 6-1020 SUBPARAGRAPH (a) OF THE SPALDING COUNTY CODE  
OF ORDINANCES BY STRIKING SAID SUBPARAGRAPH (a) IN ITS  
ENTIRETY AND INSERTING IN LIEU THEREOF THE FOLLOWING TO BE  
DENOMINATED AS SUBPARAGRAPH (a):**

(a) No retail package dealer shall open his place of business, or furnish, sell or offer for sale or distribution any alcohol beverage at any of the following times:

All other provisions of the code shall remain in full force and effect.

-----

Approved on first reading this sixth day of February, 2017.

Approved on second reading this twentieth day of February, 2017.

\_\_\_\_\_  
Bart Miller, Chairman

\_\_\_\_\_  
William P. Wilson, Jr. County Clerk



## SPALDING COUNTY BOARD OF COMMISSIONERS National Day Of Prayer

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**Requesting Agency**

County Manager

---

**Requested Action**

Consider request from Cindi Alexander, Coordinator for the National Day of Prayer in Spalding County to utilize the veranda at the courthouse on May 4, 2017 in observance of the National Day of Prayer.

---

**Requirement for Board Action**

---

**Is this Item Goal Related?**

The program will start at 12:00 p.m. and last approximately 20-30 minutes.

---

**Summary and Background**

This is an annual event and notice has been sent to Sheriff Dix, Sylvia Hollums, Tax Commissioner, Marcia Norris, Clerk of Court, Jan Hunt, Probate Court and Judge Thacker. Everyone with the exception of Ms. Norris has responded and all of them are fine with the event being held on that date and time.

The proclamation for this event will be presented on the April 3rd, 2017 Agenda.

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**Fiscal Impact / Funding Source**

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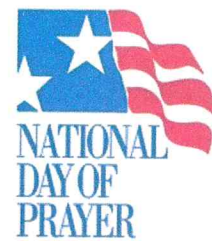
**STAFF RECOMMENDATION**

Approval

---

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> National Day of Prayer Request	2/15/2017	Backup Material
<input type="checkbox"/> Responses From Courthouse Personnel	2/15/2017	Backup Material



February 6, 2017

Spalding County Board of Commissioners  
Griffin, Georgia 30224

Dear Commissioners,

I am the *National Day of Prayer* Coordinator for Spalding County. This year's *National Day of Prayer* will be observed May 4, 2017. The nation-wide theme is "*For Your Great Name's Sake!*". The scripture is found in Daniel 9 -19, which states: "*O Lord, Listen! O Lord, Forgive! O Lord, Hear and Act! For Your Sake, O My God.*"

Like in past years, we would like to plan the observance for Spalding County to be held on the Spalding County Courthouse Veranda. The program will begin at 12:00 noon and will last about 30 to 40 minutes. We will have an opening prayer, local guest singers, a short devotional, and a closing prayer. Last year's program went well and we will work even harder this year to continue and improve this great tradition.

Would you please make this an item for discussion on your February 2017 agenda? Also, please review the attached Proclamation signed by Governor Nathan Deal. It is our hope and prayer that we will be granted permission for this great event. Also, will you please proclaim May 4, 2017 as the *National Day of Prayer* in Spalding County?

Thank you for your time and consideration.

Cindi Alexander  
Coordinator, National Day of Prayer, Spalding County  
Cindi8230@aol.com  
Ann Imes & Associates  
770-412-8230 (landline) or 770-468-0512 (cell)  
416 East Taylor Street  
Griffin, Ga 30224



**From:** [Darrell Dix](#)  
**To:** [Kathy Gibson](#); [Sylvia Hollums](#); [Tami Riggins](#); [Marcia Norris](#); [Jan Hunt](#); [Josh Thacker](#)  
**Cc:** [William Wilson Jr.](#); [Eric Mosley](#); [Bart Miller](#); [Don Hawbaker](#); [Gwen Flowers-taylor](#); [Raymond Ray](#); [Rita Johnson](#)  
**Subject:** RE: National Day of Prayer Request  
**Date:** Monday, February 13, 2017 3:53:41 PM  
**Attachments:** [image004.png](#)

---

Good Afternoon,

The Spalding County Sheriff's Office is all in for the Day of Prayer.

Darrell

---

**From:** Kathy Gibson  
**Sent:** Monday, February 13, 2017 1:33 PM  
**To:** Sylvia Hollums <[shollums@spaldingcounty.com](mailto:shollums@spaldingcounty.com)>; Darrell Dix <[ddix@spaldingcounty.com](mailto:ddix@spaldingcounty.com)>; Tami Riggins <[triggins@spaldingcounty.com](mailto:triggins@spaldingcounty.com)>; Marcia Norris <[mnorris@spaldingcounty.com](mailto:mnorris@spaldingcounty.com)>; Jan Hunt <[jhunt@spaldingcounty.com](mailto:jhunt@spaldingcounty.com)>; Josh Thacker <[jthacker@spaldingcounty.com](mailto:jthacker@spaldingcounty.com)>  
**Cc:** William Wilson Jr. <[wwilson@spaldingcounty.com](mailto:wwilson@spaldingcounty.com)>; Eric Mosley <[emosley@spaldingcounty.com](mailto:emosley@spaldingcounty.com)>; Bart Miller <[bmiller@spaldingcounty.com](mailto:bmiller@spaldingcounty.com)>; Don Hawbaker <[dhawbaker@spaldingcounty.com](mailto:dhawbaker@spaldingcounty.com)>; Gwen Flowers-taylor <[gflowers-taylor@spaldingcounty.com](mailto:gflowers-taylor@spaldingcounty.com)>; Raymond Ray <[rray@spaldingcounty.com](mailto:rray@spaldingcounty.com)>; Rita Johnson <[rjohnson@spaldingcounty.com](mailto:rjohnson@spaldingcounty.com)>  
**Subject:** National Day of Prayer Request

Good afternoon,

We have received the annual request for observance of the National Day of Prayer to be held on the Courthouse Veranda, Thursday, May 4<sup>th</sup>, 2017.

This item will be placed on the February 20th, Board of Commissioners Regular Meeting Agenda. Please advise if you have any problem with this gathering prior to the meeting on February 20<sup>th</sup>.

The event is scheduled for noon on May 4<sup>th</sup> and will last approximately 30-40 minutes.

Best regards,

Kathy E. Gibson  
Executive Secretary  
Ex-Officio County Clerk  
Spalding County Board of Commissioners  
770/467-4280 Direct  
770/467-4227 Fax  
[kgibson@spaldingcounty.com](mailto:kgibson@spaldingcounty.com)  
[www.spaldingcounty.com](http://www.spaldingcounty.com)



**From:** [Jan Hunt](#)  
**To:** [Kathy Gibson](#); [Sylvia Hollums](#); [Darrell Dix](#); [Tami Riggins](#); [Marcia Norris](#); [Josh Thacker](#)  
**Cc:** [William Wilson Jr.](#); [Eric Mosley](#); [Bart Miller](#); [Don Hawbaker](#); [Gwen Flowers-taylor](#); [Raymond Ray](#); [Rita Johnson](#)  
**Subject:** RE: National Day of Prayer Request  
**Date:** Monday, February 13, 2017 3:05:42 PM  
**Attachments:** [image004.png](#)

---

No issues with the request.

Sincerely,

Jan

---

**From:** Kathy Gibson

**Sent:** Monday, February 13, 2017 1:33 PM

**To:** Sylvia Hollums <shollums@spaldingcounty.com>; Darrell Dix <ddix@spaldingcounty.com>; Tami Riggins <triggins@spaldingcounty.com>; Marcia Norris <mnorris@spaldingcounty.com>; Jan Hunt <jhunt@spaldingcounty.com>; Josh Thacker <jthacker@spaldingcounty.com>

**Cc:** William Wilson Jr. <wwilson@spaldingcounty.com>; Eric Mosley <emosley@spaldingcounty.com>; Bart Miller <bmillier@spaldingcounty.com>; Don Hawbaker <dhawbaker@spaldingcounty.com>; Gwen Flowers-taylor <gflowers-taylor@spaldingcounty.com>; Raymond Ray <rray@spaldingcounty.com>; Rita Johnson <rjohnson@spaldingcounty.com>

**Subject:** National Day of Prayer Request

Good afternoon,

We have received the annual request for observance of the National Day of Prayer to be held on the Courthouse Veranda, Thursday, May 4<sup>th</sup>, 2017.

This item will be placed on the February 20th, Board of Commissioners Regular Meeting Agenda. Please advise if you have any problem with this gathering prior to the meeting on February 20<sup>th</sup>.

The event is scheduled for noon on May 4<sup>th</sup> and will last approximately 30-40 minutes.

Best regards,

Kathy E. Gibson  
Executive Secretary  
Ex-Officio County Clerk  
Spalding County Board of Commissioners  
770/467-4280 Direct  
770/467-4227 Fax  
[kgibson@spaldingcounty.com](mailto:kgibson@spaldingcounty.com)  
[www.spaldingcounty.com](http://www.spaldingcounty.com)



**From:** [Sylvia Hollums](#)  
**To:** [Josh Thacker](#); [Kathy Gibson](#); [Darrell Dix](#); [Tami Riggins](#); [Marcia Norris](#); [Jan Hunt](#)  
**Cc:** [William Wilson Jr.](#); [Eric Mosley](#); [Bart Miller](#); [Don Hawbaker](#); [Gwen Flowers-taylor](#); [Raymond Ray](#); [Rita Johnson](#)  
**Subject:** RE: National Day of Prayer Request  
**Date:** Monday, February 13, 2017 2:52:02 PM

---

If ever we needed prayer, this is the time. I'm all for it.  
Sylvia

Sylvia W. Hollums,  
Spalding County Tax Commissioner  
PHone: 770-467-4373  
Fax: 770-467-4368  
[shollums@spaldingcounty.com](mailto:shollums@spaldingcounty.com)

---

From: Josh Thacker  
Sent: Monday, February 13, 2017 1:48 PM  
To: Kathy Gibson; Sylvia Hollums; Darrell Dix; Tami Riggins; Marcia Norris; Jan Hunt  
Cc: William Wilson Jr.; Eric Mosley; Bart Miller; Don Hawbaker; Gwen Flowers-taylor; Raymond Ray; Rita Johnson  
Subject: RE: National Day of Prayer Request

No problems from the State court

Gratefully,  
Josh

-----  
Josh W. Thacker, Judge  
Spalding County State Court  
P.O. Box 843, Griffin, GA 30224  
132 E. Solomon Street, Griffin, GA 30223  
770.467.4474 (voice)  
770.467.4475 (fax)  
-----

From: Kathy Gibson  
Sent: Monday, February 13, 2017 1:33 PM  
To: Sylvia Hollums <[shollums@spaldingcounty.com](mailto:shollums@spaldingcounty.com)>; Darrell Dix <[ddix@spaldingcounty.com](mailto:ddix@spaldingcounty.com)>; Tami Riggins <[triggins@spaldingcounty.com](mailto:triggins@spaldingcounty.com)>; Marcia Norris <[mnorris@spaldingcounty.com](mailto:mnorris@spaldingcounty.com)>; Jan Hunt <[jhunt@spaldingcounty.com](mailto:jhunt@spaldingcounty.com)>; Josh Thacker <[jthacker@spaldingcounty.com](mailto:jthacker@spaldingcounty.com)>  
Cc: William Wilson Jr. <[wwilson@spaldingcounty.com](mailto:wwilson@spaldingcounty.com)>; Eric Mosley <[emosley@spaldingcounty.com](mailto:emosley@spaldingcounty.com)>; Bart Miller <[bmiller@spaldingcounty.com](mailto:bmiller@spaldingcounty.com)>; Don Hawbaker <[dhawbaker@spaldingcounty.com](mailto:dhawbaker@spaldingcounty.com)>; Gwen Flowers-taylor <[gflowers-taylor@spaldingcounty.com](mailto:gflowers-taylor@spaldingcounty.com)>; Raymond Ray <[rarray@spaldingcounty.com](mailto:rarray@spaldingcounty.com)>; Rita Johnson <[rjohnson@spaldingcounty.com](mailto:rjohnson@spaldingcounty.com)>  
Subject: National Day of Prayer Request

Good afternoon,

We have received the annual request for observance of the National Day of Prayer to be held on the Courthouse

Veranda, Thursday, May 4th, 2017.

This item will be placed on the February 20th, Board of Commissioners Regular Meeting Agenda. Please advise if you have any problem with this gathering prior to the meeting on February 20th.

The event is scheduled for noon on May 4th and will last approximately 30-40 minutes.

Best regards,

Kathy E. Gibson  
Executive Secretary  
Ex-Officio County Clerk  
Spalding County Board of Commissioners  
770/467-4280 Direct  
770/467-4227 Fax  
kgibson@spaldingcounty.com<<mailto:kgibson@spaldingcounty.com>>  
www.spaldingcounty.com<<http://www.spaldingcounty.com/>>

[cid:image004.png@01D285FF.D4A08510]



## SPALDING COUNTY BOARD OF COMMISSIONERS Deco-Turf Amendment to Pickleball Construction

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**Requesting Agency**

County Manager

---

**Requested Action**

Consider approval of change order #3 in the amount of \$31,000 for the Pickleball Facility at Wyomia Tyus Olympic Park.

---

**Requirement for Board Action**

---

**Is this Item Goal Related?**

No

---

**Summary and Background**

Consider request from Commissioner Hawbaker to solicit a quote from Headley Construction for adding the deco-turf to the 8 additional courts at the facility. This type turf has already been approved for 4 of the courts that will be covered, he is asking that all 12 courts be covered with this turf.

---

**Fiscal Impact / Funding Source**

Change Order request for \$31,000.00

Funding for this project is to come from the Pre-GSBTA Hotel/Motel Tax Fund.

---

**STAFF RECOMMENDATION**

n/a

---

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Change Order 3	2/15/2017	Backup Material
<input type="checkbox"/> Hawbaker Deco turf request	2/15/2017	Backup Material

## Change Order No. 3

Date of Issuance: February 20, 2017

Effective Date: February 20, 2017

Project:	Owner: Spalding County Board of Commissioners	Owner's Contract No.:
Contract: Wyomia Tyus Olympic Park Pickleball Complex		Date of Contract: October 3, 2016
Contractor: Headley Construction Corporation		Engineer's Project No.: 16021.00

### **The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

Deduct DecoColor surfacing for 8-court configuration and Add DecoTurf surfacing at request of Spalding County

**Attachments (list documents supporting change):**

#### **CHANGE IN CONTRACT PRICE:**

#### **CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 1,324,655.55

Increase from previously approved Change Orders No. 1 to No. 2:

\$ 29,673.55

Contract Price prior to this Change Order:

\$ 1,354,292.55

Increase of this Change Order:

\$ 31,000.00

Contract Price incorporating this Change Order:

\$ 1,385,292.55

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

By:   
Engineer (Authorized Signature)

Date: February 15, 2017

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: February 20, 2017

ACCEPTED:

By:   
Contractor (Authorized Signature)

Date: February 15, 2017

## William Wilson Jr.

---

**From:** J Buffington <jbuffington@pcgeng.com>  
**Sent:** Monday, February 13, 2017 10:08 AM  
**To:** William Wilson Jr.; Brian Upson; Jason Graham  
**Cc:** Jinna Garrison; Kathy Gibson; Eric Mosley; Fortune Jim; Thomas J. Imberger; Kelly Leger  
**Subject:** RE: Pre Agenda Meeting

According to the bid documents provided by Headley Construction the Deco turf alternate total for the 8 court configuration was \$46,000. The deduct for the Deco Color application was \$15,000. This leaves a net total of \$31,000 additional cost associated with the installation of the Deco turf surface for the 8 court configuration.

Jerime L. Buffington, RLA, ASLA  
Senior Landscape Architect  
Paragon Consulting Group  
118 North Expressway Griffin, GA 30223  
(O) (770) 412-7700  
(C) (678) 588-8288  
Fax (770) 412-7744  
[www.pcgeng.com](http://www.pcgeng.com)



Your Vision – Our Mission.

---

**From:** William Wilson Jr. [mailto:wwilson@spaldingcounty.com]  
**Sent:** Monday, February 13, 2017 9:37 AM  
**To:** J Buffington; Brian Upson; Jason Graham  
**Cc:** Jinna Garrison; Kathy Gibson; Eric Mosley; Fortune Jim; Thomas J. Imberger; Kelly Leger  
**Subject:** Fwd: Pre Agenda Meeting

Paragon,

Please get with Headly and prepare a change order for this request.

Wm

Sent from William's iPhone



Begin forwarded message:

**From:** Don Hawbaker <[dhawbaker@spaldingcounty.com](mailto:dhawbaker@spaldingcounty.com)>  
**Date:** February 13, 2017 at 9:12:15 AM EST  
**To:** Kathy Gibson <[kgibson@spaldingcounty.com](mailto:kgibson@spaldingcounty.com)>, Bart Miller <[bmiller@spaldingcounty.com](mailto:bmiller@spaldingcounty.com)>, "Gwen Flowers-taylor" <[gflowers-taylor@spaldingcounty.com](mailto:gflowers-taylor@spaldingcounty.com)>, Raymond Ray <[r-ray@spaldingcounty.com](mailto:r-ray@spaldingcounty.com)>, Rita Johnson <[rjohnson@spaldingcounty.com](mailto:rjohnson@spaldingcounty.com)>  
**Cc:** William Wilson Jr. <[wwilson@spaldingcounty.com](mailto:wwilson@spaldingcounty.com)>, Eric Mosley <[emosley@spaldingcounty.com](mailto:emosley@spaldingcounty.com)>  
**Subject:** RE: Pre Agenda Meeting

I ask that a small increase in the scope and an addition to the Pickleball complex construction contract be considered as an agenda item on Feb 20.

Specifically, this would be an expenditure of about \$25,000 for "deco-turfing" the 8-court surfaces which, at this time, will not be covered. The current contract has within its scope deco-turfing of the 4-courts that will be covered but by going ahead and deco-turfing all 12 courts instead of deco-turfing the 8 courts later (as planned), we can save an estimated \$15,000.

I propose that funding of this expense come from the motel-tax fund.

Headley Construction's original bid apparently included about \$70,000 for deco-turfing all of the courts (12) that were to receive this treatment - see attached summary. This line-item was reduced - by how much, I'm not sure - during the value-engineering that preceded approval of the final contract amount. However, according to the surfacing subcontractor, Signature Courts, the cost of applying the deco-turf treatment to those 8-courts in the future will be significantly higher than if they were done at the same time as the 4 courts that will be deco-turfed per the contract.

Further, a facility with 12 deco-turfed courts will virtually guarantee that Griffin will be a regular stop on the newly-formed Pickleball Professional Tour, where the best players compete for money purses.

As indicated by the webcam, construction on the complex is proceeding and the courts will be poured and surfaced within a month (weather permitting). So, William, would you or TJ ask Paragon to solicit a quote from Headley for the incremental cost of adding the deco-turfing of 8 additional courts to the Headley contract? Unless it would be an outrageous amount, I ask that the change-order for this slight but meaningful improvement be an agenda item on Feb 20, or on March 6. Thank you.

Donald F. Hawbaker  
Spalding County Commissioner  
Tel 404 668 3790  
Fax 404 464 0787

---

**From:** Kathy Gibson  
**Sent:** Monday, February 13, 2017 8:13 AM  
**To:** Bart Miller; Don Hawbaker; Gwen Flowers-taylor; Raymond Ray; Rita Johnson  
**Cc:** William Wilson Jr.; Eric Mosley  
**Subject:** Pre Agenda Meeting





## SPALDING COUNTY BOARD OF COMMISSIONERS Jail Housing Contract with COG

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**Requesting Agency**

County Manager

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**Requested Action**

Consider contract with the City of Griffin, Sheriff Darrel Dix and Spalding County for the houseing of detention of persons arrested for violating its municipal ordinances and certain state laws while those offenders await trial.

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**Requirement for Board Action**

BOC must approve all contracts.

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**Is this Item Goal Related?**

No

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**Summary and Background**

Maximum 40 inmates at a cost of \$40 per day. This is a trial period from February 2017 thru June 30, 2017.

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**Fiscal Impact / Funding Source**

Sheriff Dix and staff estimates that this contract will generate approximately \$250,000 per year with a minimum of 20 COG inmates per day housed at the jail.

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**STAFF RECOMMENDATION**

Approval until the end of the fiscal year as a test project.

This will also be discussed during SDS (Service Delivery Strategy) negotiations.

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**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Contract with City of Griffin	2/17/2017	Backup Material

STATE OF GEORGIA

COUNTY OF SPALDING

City of Griffin Inmate Reimbursement Memorandum of Understanding

THIS Memorandum of Understanding made and entered this \_\_\_\_ day of \_\_\_\_\_ 2017 by and between Spalding County, a political subdivision of the State of Georgia (hereinafter "County"), and City of Griffin, a municipal corporation organized under the laws of the State of Georgia (hereinafter "City"), provides as follows:

WHEREAS, the County owns a jail or detention facility for incarcerating pre-trial detainees and convicted prisoners;

WHEREAS, said jail or detention facility is operated and staffed by the Honorable Darrell Dix, Sheriff of Spalding County, Georgia, within the budgetary allowance provided by the County;

WHEREAS, the City operates a Municipal Court which can sentence offenders to terms of incarceration for violation of its municipal ordinances and certain state laws, resulting in the need to house those offenders during service of the lawful sentence;

WHEREAS, the City has the further need to house and detain persons arrested for violating its municipal ordinances and certain state laws while those offenders await trial;

NOW, THEREFORE, BE IT AGREED BY THE PARTIES:

1.

For the purpose of this Memorandum of Understanding, the term "City detainee" shall mean a person arrested by the City's Police Department for violating its municipal ordinances or those misdemeanor offenses triable before the Municipal Court of the City of Griffin, Georgia; said term shall not include persons arrested with or without a state warrant, for offenses returnable to the general trial courts of Spalding County, Georgia. The term "City prisoner" shall mean a person tried and convicted in the Municipal Court and upon whom has been imposed a sentence of incarceration, including offenders whose probated or suspended sentences have been revoked. The term "inmate" shall mean either a City detainee or a City prisoner or both.

2.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual promises herein made, the parties do thereby agree, one with the other, for the benefits and services hereafter described.

- a. The Sheriff shall accept for housing at Spalding County Detention Facility (hereinafter "Jail") all medically acceptable, as determined in the sole discretion of the Sheriff or his designee, pre-trial City detainees and convicted City prisoners as presented to the Sheriff by the Griffin Police Department at said jail in Griffin, Spalding County, Georgia, and shall provide these persons with such services and facilities as substantially similar to those services and facilities provided other State, county or municipal detainees and inmates housed therein. The parties acknowledge that the actual number of detainees and prisoners provided by the City shall, from time to time, vary, and bed space shall be available at all times during the term of this Memorandum of Understanding. Locations of actual bed space may vary between pre-trial detainees and convicted prisoners, and by sex of inmate, with the Sheriff having sole discretion governing cell assignments.

The County shall not be required to accept more than forty of the City's offenders at any one time.

- b. The City of Griffin shall pay Forty dollars per day (\$40.00), per inmate incarcerated by the Griffin Police Department. Said payment shall constitute full and complete payment for the feeding and housing of inmates and no additional payment or per diem charge shall be imposed, except as specified in this Memorandum of Understanding. Payment shall be within 30 days of invoice.
- c. The City shall be responsible for the payment of necessary outside medical care costs for City inmates. If the City inmate requires scheduled or non-emergency outside medical care which costs more than \$100.00, the Sheriff or his designee will contact the City so that they may decide what action to take. Notwithstanding the foregoing, if the Jail reasonably believes that said inmate requires emergency medical care, it shall not be required to inform the City before obtaining such care. There will be no charge other than the \$40.00 daily fee for inmates who receive in-house medical care and prescriptions.
- d. In connection with the services to be provided, the Sheriff or his personnel shall at minimum, book the inmate into the Jail Management System, conduct an inmate personal inventory, and produce all other reports presently used at Spalding County Detention Facility for all County pre-trial detainees and inmates. The Griffin Police Department shall supply to the Sheriff or his personnel at the time of presentation of a detainee or prisoner, all required paperwork, including but not limited to legal documentation of the City's authority to arrest, detain or incarcerate a prisoner, and any available medical insurance coverage. The Sheriff shall furnish weekly to the Chief of Police, or his designee, a copy of any written or printed arrest/booking reports and a monthly summary of jail activity involving City detainees and prisoners.
- e. The City, through its Police Department and Clerk of Municipal Court, shall remain solely responsible for scheduling a first appearance, committal or probable-cause hearings for pre-trial detainees in a timely manner. Transportation of detainees and prisoners to normal court hearings, conducted for all city inmates once weekly shall be the sole responsibility of the Sheriff, at no cost to the City.

- f. The Sheriff and his personnel shall exercise due care and diligence to provide for the physical care and well-being of all City detainees and prisoners in custody, in accordance with the minimum standards promulgated by Georgia Law and Statutes. The Sheriff shall make available to detainees and prisoners' access to emergency medical care on the same basis as provided other inmates of the facility, including necessary transportation as required. The City shall be responsible for the payment of necessary outside medical care costs (as referenced in provision 2 above) for said inmate. If the city inmate requires scheduled or non-emergency outside medical care which costs more than \$100.00, the Jail will contact the City so that the City may decide what action to take. If the Jail reasonably believes that said inmate requires emergency medical care, it shall not be required to inform the City before obtaining such care. There will be no charge other than the \$40.00 per diem for inmates who receive in-house medical care and prescriptions.
- g. The Sheriff and/or his designee, in the sole discretion, shall have the right to release any City inmate that would cause an unreasonable medical expense, or to manage the Jail population. If possible, prior to release, the Police Chief will be notified of the pending release, and the reason for the release.

3.

The term of this Memorandum of Understanding shall commence on February 1, 2017 and continue for a period of six (6) months, ending July 31, 2017. The actual jail costs for housing and processing City inmates for future memorandums of understanding will be adjusted based on the data collected during this trial period.

Either party to this contract shall have the right to terminate this agreement prior to August 1, 2017 by giving the other party written notice of their intention to terminate this agreement within thirty (30) days of the notice.

4.

This Memorandum of Understanding constitutes the full understanding and agreement of the parties and supersedes any prior understanding, agreement or negotiations. This Memorandum of Understanding shall be interpreted and enforced in accordance with the laws of the State of Georgia as an intergovernmental Memorandum of Understanding. No amendment or modification hereof shall be valid and enforceable unless reduced to writing, executed and dated subsequent to this writing.

5.

The parties hereby covenant, each to the other, that they have done or performed all acts necessary or convenient to carry out the intentions of this Memorandum of Understanding and that each possesses the requisite authority to exercise the same.

EXECUTED under hand and seal of the duly authorized representative of the respective parties,  
as their official act, the day and year above written.

**SPALDING COUNTY**

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

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

\_\_\_\_\_  
Date

Approved By: \_\_\_\_\_  
Darrell Dix, Sheriff, Spalding County

\_\_\_\_\_  
Date

**CITY OF GRIFFIN**

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

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_

\_\_\_\_\_  
Date

Approved By: \_\_\_\_\_  
William G. Johnston, III  
Judge, Municipal Court of the City of Griffin

\_\_\_\_\_  
Date



## SPALDING COUNTY BOARD OF COMMISSIONERS

# Memorandum of Agreement for the Use of Fairmont Community Center

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**Requesting Agency**

SCPRD

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**Requested Action**

Consider approval of Memorandum of Agreement with Hope Diamond Services Inc. for the purpose of serving after school snacks and supper meals to children enrolled in the Fairmont Community Center After School Program.

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**Requirement for Board Action**

BOC approves all memorandums of agreement.

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**Is this Item Goal Related?**

SCPRD requests the BOC consider the Memorandum of Agreement with Hope Diamond Services Inc. for the purpose of serving after school snacks and supper meals to children enrolled in the Fairmont Community Center Afterschool program.

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**Summary and Background**

Upon inquiry for afterschool snack and supper meal providers, Bright From the Start and the Georgia Department of Early Care and Learning (DECAL) have referred Spalding County Leisure Services Dept. to Hope Diamond Services Inc. a 501(C)3 non profit organization who Sponsors meals in high risk communities. There will be no cost to the County for the program which will operate during the 2017/2018 school year.

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**Fiscal Impact / Funding Source**

No cost to Spalding County

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**STAFF RECOMMENDATION**

Approval

County Attorney Fortune has reviewed MOU and approved as to form.

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**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Memorandum Of Agreement	1/30/2017	Backup Material

## Memorandum of Agreement For the Use of Fairmont Community Center

**PARTIES AND DWELLING:** The parties to this Agreement are Spalding County and Hope Diamond Services, Inc.

**AGREEMENT:** Spalding County agrees to grant Hope Diamond Services, Inc. access to Fairmont Community Center located at 241 Blanton Street for the purpose of providing after school program snacks and supper meals.

**LENGTH OF TIME (TERM):** The initial term of this Agreement shall begin on August 9, 2017 and end on May 25, 2018.

**RENT:** Parties agree that Spalding County is receiving good and valuable considerations from Hope Diamond Services, Inc. for providing this service for the Fairmont community.

**USAGE:** The parties agree Fairmont Community Center will be used by Hope Diamond Services, Inc. for the purpose of providing a nutritional service component to their existing after school program.

**HOURS:** The parties agree on the Hours of Service will be Monday through Friday from 3:00pm to 6:00pm

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Signature

Title

County Representative

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Date

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Signature

Ola Erinle, Director

Hope Diamond Services Inc.

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Date



## SPALDING COUNTY BOARD OF COMMISSIONERS

# Moratorium on Equestrian and Rodeo Facilities

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**Requesting Agency**

County Manager

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**Requested Action**

Consider a Resolution to enact a moratorium on the approval of construction plans for improvements and the issuance of any permits or licenses for equestrian and rodeo facilities on certain real property within Spalding County.

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**Requirement for Board Action**

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**Is this Item Goal Related?**

No

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**Summary and Background**

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

Approval

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**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Resolution	2/15/2017	Backup Material
<input type="checkbox"/> History of Rodeos in Spalding County	2/16/2017	Cover Memo



**RESOLUTION TO ENACT A  
MORATORIUM ON THE APPROVAL OF CONSTRUCTION PLANS FOR  
IMPROVEMENTS AND THE ISSUANCE OF ANY PERMITS OR LICENSES FOR  
EQUESTRIAN AND RODEO FACILITIES ON CERTAIN REAL PROPERTY  
WITHIN SPALDING COUNTY**

WHEREAS, the Board of Commissioners of Spalding County, Georgia under the Constitution and Laws of the State of Georgia is empowered by virtue of its police power to regulate the health, safety and welfare of the citizens of Spalding County to provide for and enact zoning and developmental regulations;

WHEREAS, the Board of Commissioners of Spalding County, Georgia is empowered to consider and enact zoning and development regulations governing the development of property within Spalding County, Georgia;

WHEREAS, the Board of Commissioners of Spalding County exercised its authority to enact zoning and development regulations by adopting the Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County on January 4, 1994, and various other ordinances governing development thereunder (generally attached as Appendices) to such ordinance;

WHEREAS, the Board of Commissioners of Spalding County is also empowered with the authority and obligation to develop and prepare comprehensive land use planning within the boundaries of Spalding County, Georgia, and is currently engaged in the preparation of a new comprehensive land use map for such development;

WHEREAS, the Board of Commissioners has reviewed the existing Zoning Map of Spalding County and has noted thereon that certain real properties located in residential and agricultural areas permit equestrian events as a matter of right, which uses may be incompatible with the adjoining residential developments;

WHEREAS, the Board of Commissioners has determined that it is in the best interests of the citizens of Spalding County for the adoption of appropriate zoning resolutions to which correct this problem; and

WHEREAS, the Board of Commissioners desires to briefly control and prohibit equestrian events, including, but not limited to, rodeos on such properties until such time as these zoning issues can be addressed which uses may adversely affect the implementation of the comprehensive land use map of Spalding County and negatively impact the reasonable enjoyment of adjoining residential property in Spalding County;

NOW THEREFORE, IT SHALL BE AND IS HEREBY RESOLVED by the Board of Commissioners of Spalding County, Georgia, and the following Resolution shall be and is hereby enacted, as follows:

**Section 1: Definition of Rodeo and Equestrian Facilities.** For purposes of this moratorium the terms “Rodeo and Equestrian Facilities” shall be inclusive, include the singular, and refer to any and all equestrian farms, equestrian pastures, riding academies and other facilities which host equestrian- or rode-like events, including, but not limited to, exhibitions or competitions where performers or competitors ride, rope, wrestle, display or corral horses, cattle, swine, or other livestock or any other exhibitions or competitions of any nature involving livestock.

**Section 2: Enactment of Permit and License Moratorium.** The Board of Commissioners of Spalding County hereby enacts and directs any and all applicable agencies of Spalding County to enforce a moratorium on issuance of any new permits or licenses for any Rodeo and Equestrian Facilities to be located on any and all property which is presently classified and shown on the Zoning Map of Spalding County as lying within the Agricultural and Residential (“AR-1”) and Rural Reserve (“AR-2”) districts.

**Section 3: Enactment of Construction Plan Moratorium.** The Board of Commissioners of Spalding County hereby enacts and directs any and all applicable agencies of Spalding County to enforce a moratorium on acceptance and approval of any construction plans for any Rodeos or Equestrian Facilities to be located on any and all property which is presently classified and shown on the Zoning Map of Spalding County as lying within the Agricultural and Residential (“AR-1”) and Rural Reserve (“AR-2”) districts.

**Section 4: Duration.** The moratorium period shall commence on Monday, February 13, 2017 at 12:00 a.m. and shall terminate on Wednesday, May 24, 2017 at 11:59 p.m., unless extended by the Board of Commissioners of Spalding County.

**Section 5: Impact on Other Development Ordinances.** The provisions of this resolution shall not restrict or prohibit any other development of any real property except that specifically stated herein.

## William Wilson Jr.

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**From:** Newton Galloway <ngalloway@gallyn-law.com>  
**Sent:** Friday, February 03, 2017 5:03 PM  
**To:** William Wilson Jr.  
**Cc:** Chad Jacobs; Jones Steven  
**Subject:** Spalding County/Rodeo

Wm:

I pulled my old file. Here is what happened.

In 2007, Raventree was used to host rodeos. There was a dispute over whether a rodeo was an "equestrian event" allowed as a matter of right in AR-1. Chuck drafted an ordinance to specifically add "rodeo" as an enumerated use. Rodeo was undefined. No action was taken.

The events were moved to Riverree Road, and complaints were made to Eddie Freeman. We were directed to (and did) draft a moratorium to prevent rodeos. The moratorium was drafted but never adopted. There was some discussion to move equestrian events/rodeos to special exception uses, but nothing was ever directed.

The rodeos move back to Raventree on a tract with a house, and the promoters was a "home occupation." That never proceeded. They applied for a business license, and Chuck discovered that there was a house on the same property. This prevented the rodeo from being a permitted use. The property was subdivided, and you authorized a business license for a rodeo on January 7, 2009.

No other action was taken to modify the text of the UDO pertinent to define or limit rodeos in AR-1.

NMG

Newton M. Galloway  
Galloway & Lyndall, LLP  
The Lewis-Mills House  
406 North Hill Street  
Griffin, Georgia 30223  
(770) 233-6230  
(770) 233-6231 (facsimile)  
[ngalloway@gallyn-law.com](mailto:ngalloway@gallyn-law.com)



## SPALDING COUNTY BOARD OF COMMISSIONERS Resolution for Harmony Senior Living

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**Requesting Agency**

County Manager

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**Requested Action**

Consider approval of Resolution authorizing issuance of Bonds by the City of Griffin Housing Authority.

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**Requirement for Board Action**

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**Is this Item Goal Related?**

No

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**Summary and Background**

These bonds are for the Harmony Senior Living project at the Corner of SR92 and Cowan Road that has been in the planning stage for several years.

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**Fiscal Impact / Funding Source**

No obligation to the County.

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**STAFF RECOMMENDATION**

Approval

County Attorney has approved as to form.

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**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Resolution	2/17/2017	Backup Material

APPROVAL FOR  
THE HOUSING AUTHORITY OF GRIFFIN, GEORGIA  
TO ISSUE BONDS TO FINANCE A SENIOR LIVING COMMUNITY

**WHEREAS**, Regional Housing & Community Services Corporation, a California nonprofit corporation, or an affiliate thereof (the “**Borrower**”) wishes to incur debt for the purpose of providing funds to: (a) finance the acquisition, construction, installation, furnishing and equipping of a senior living community, (b) fund certain reserves, (c) fund capitalized interest on the Bonds and (d) pay certain costs of issuance of the Bonds. The facility being financed with the proceeds of the Bonds is located at or about 1973 W. McIntosh Road in Griffin, Georgia (collectively, the “**Project**”) within the area of operation of The Housing Authority of the City of Griffin, Georgia (the “**Authority**”); and

**WHEREAS**, the Authority has adopted a resolution (the “**Resolution**”) authorizing the issuance of its revenue bonds in an aggregate principal amount not to exceed \$62,000,000 (the “**Bonds**”) in order to finance the Project and for the purposes described in the Resolution; and

**WHEREAS**, the purpose of this approval certificate is to satisfy the public approval requirement of Section 147(f) of the Internal Revenue Code of 1986, as amended (the “**Code**”) in connection with the issuance of the Bonds; and

**WHEREAS**, after publication of a notice more than 14 days prior to the date of this approval, notice of the hearing was published in a newspaper of general circulation in Spalding County, Georgia (the “**County**”) and a public hearing was held regarding the Bonds, as evidenced by the proofs of publication attached hereto as Exhibit A; and

**WHEREAS**, pursuant to the requirements of the Code, the issuance of the Bonds by the Authority must be approved by the governing body having geographic jurisdiction over the Project; and

**WHEREAS**, the Authority has requested that the Board of Commissioners of Spalding County (the “**Board**”) approve the financing of the Project and the issuance of the Bonds in order to satisfy Section 147(f) of the Code; and

**WHEREAS**, the Board is required to approve the issuance of the Bonds and this certificate is designed to satisfy the public approval requirement of Section 147(f) of the Code in order to qualify the interest on the Bonds for exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Code; and

**NOW THEREFORE, BE IT RESOLVED**, and it is hereby resolved by the Board, for the sole purpose of qualifying the interest on the Bonds for exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to applicable provisions of the Code, the issuance of the Bonds by the Authority in the aggregate principal amount not to exceed \$62,000,000 and the financing of the Project with the proceeds of the Bonds is approved. This approval is given solely for the purpose of compliance with provisions of the Code; and in no event shall this approval ever constitute any obligation on the part of the Board or the County with respect to the Bonds.

[Signature Page to Follow]

APPROVED, this 20<sup>th</sup> day of February 2017.

**SPALDING COUNTY, GEORGIA**

(SEAL)

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

Chairman  
Board of Commissioners of Spalding County,  
Georgia

Attest: \_\_\_\_\_

Clerk

[Signature Page of TEFRA Approval]



## SPALDING COUNTY BOARD OF COMMISSIONERS

### Future Acquisition of Real Estate

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**Requesting Agency**

County Manager

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**Requested Action**

County Manager requests an Executive Session for discussion on future acquisition of real estate as provided by O.C.G.A. 50-14-3(4).

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**Requirement for Board Action**

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**Is this Item Goal Related?**

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**Summary and Background**

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

n/a



**SPALDING COUNTY BOARD OF COMMISSIONERS**  
**Future Acquisition of Real Estate**

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**Requesting Agency**

County Manager

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**Requested Action**

County Manager requests an Executive Session for discussion on future acquisition of real estate as provided by O.C.G.A. 50-14-3(4).

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**Requirement for Board Action**

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**Is this Item Goal Related?**

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**Summary and Background**

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

n/a