

# Agenda

## Board of Commissioners of Spalding County Extraordinary Session March 20, 2017 6:00 PM Room 108, Spalding County Annex

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

### **II. INVOCATION**

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

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

1. Consider nunc pro tunc a Joint Proclamation with the City of Griffin honoring Mr. Willie James Gault for his athletic accomplishments and the honor that he has brought to his family and his community.
2. Consider nunc pro tunc a Joint Proclamation with the City of Griffin honoring Bonita "Bonnie" Pfrogner for the accomplishments and contributions that she has made to Spalding County and the City of Griffin as the Director of the Griffin-Spalding Chamber of Commerce.
3. Consider Proclamation designating the week of April 9-15, 2017 as National Public Safety Telecommunicators Week.
4. Consider a Proclamation designating the month of March 2017, as March for Meals Month in Spalding County, GA.

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

1. Consider approval of financial statements for the eight months ended February 28, 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 Extraordinary Session on January 20, 2017, the Executive Session on February 20, 2017, the Zoning Public Hearing on February 23, 2017 and the Executive Session February 23, 2017.

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

1. Consider approval on second reading: Application #16-05Z: Shield of Faith Christian Center, Inc., Owner - Brenda Gibbons, Agent - 920 Harlow Avenue (0.74 acre located in Land Lot 17 of the 2nd Land District) - requesting a rezoning from R-2, Single Family Residential, to C-1B, Heavy Commercial.

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

1. Update on Pickleball Complex Construction.

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

1. Consider health insurance renewal with Blue Cross Blue Shield of Ga for FY 2018.

2. Consider resolution authorizing the issuance of purchasing and/or credit cards for Spalding County Elected Officials and adoption of a Purchasing Card and Credit Card Ordinance.
3. Consider approval of lease with Griffin First Assembly for space to be utilized by the Spalding County Accountability Court for counseling.
4. Consider approval of a contract with S.A.F.E. (Saving Animals From Euthanasia, Inc.) for Spay/Neuter and Vaccination services to the Spalding County Animal Shelter.
5. Consider approval of the Griffin + Spalding Archway Partnership Memorandum of Understanding for FY18.
6. Consider a resolution to clarifying the right of way on Hollonville Road.
7. Consider approval of revised contract detail officer agreements for FY 2018.
8. Consider approval of submission of a grant application to the Georgia Transportation Infrastructure Bank for improvements to the East McIntosh/Hill Street Intersection.
9. Consider approval of Spalding County Policy for Competitive Negotiation Qualifications-based Selection for Projects Using Federal Aid Highway Program (FAHP) Funding.
10. Consider approval of Title VI Non-Discrimination Agreement between the Georgia Department of Transportation and Spalding County for FAHP funded projects.
11. Discussion of T-SPLOST referendum on November
12. Establish dates for future workshop to discuss possible transportation projects utilizing 2016 SPLOST proceeds.
13. Consider appointment to Post 3 of the Spalding County Board of Zoning Appeals to fill the unexpired term of Yolanda Holmes for a term to expire on December 31, 2020.
14. Consider declaring surplus weapons that have been forfeit to the Spalding County Sheriff's Office and county owned weapons that have become obsolete.
15. Consider request from the Spalding County Sheriff's Office to declare surplus K-9 Rex and K-9 Luck.

**XI. REPORT OF COUNTY MANAGER**

**XII. REPORT OF COMMISSIONERS**

**XIII. CLOSED SESSION**

**XIV. ADJOURNMENT**



## SPALDING COUNTY BOARD OF COMMISSIONERS

### Joint Proclamation- Honoring Willie James Gault

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**Requesting Agency**

County Clerk

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**Requested Action**

Consider nunc pro tunc a Joint Proclamation with the City of Griffin honoring Mr. Willie James Gault for his athletic accomplishments and the honor that he has brought to his family and his community.

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**Requirement for Board Action**

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**Is this Item Goal Related?**

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**Summary and Background**

This joint proclamation was awarded to Mr. Gault at the Induction Ceremony of the Georgia Sports Hall of Fame held in Macon, Georgia on February 25th, 2017.

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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"/> Joint Proclamation Honoring Willie James Gault	2/28/2017	Backup Material

# Joint Proclamation

## Honoring Willie James Gault

**WHEREAS,** Willie James Gault was born in Griffin, Georgia on September 5, 1960 to James and Willie Mae Gault; his character, strong morals and competitive nature were part of the family values that his parents instilled in him at a young age. Willie's early years as a student athlete made him a true asset to his community in football and baseball. He was a standout member of the Griffin Elks Club Little League team at ages 10-12, and his coaches remember that more than his natural ability and skill set made Willie very coachable. He instinctively sought to improve his game and parlayed constructive criticism into personal and physical growth which nurtured his positive attitude; and

**WHEREAS,** Willie Gault's career as a Griffin High Bear Football and Track Star are still legendary; he was also a leader on this renowned team, coached by Lloyd Bohannon, that sent many players on to college scholarships and eventually the National Football League. Coach Bohannon proudly remembers "As his high school coach, he was one of the classiest young men I have ever coached or met. His smile lights up a room." This wonderful young man's performance led to his selection as an Atlanta Journal Georgia High School All State Team member for 1978 and 1979 and as a standout on the Griffin High Bears 1978 Co-Champion Team (with Valdosta).

**WHEREAS,** Two of Willie Gault's Griffin High track mentors, Coaches Johnny Goodrum and Erwin Ross, noted that Willie was part of two state championships, winning as a junior the 120 high hurdles and was part of the team 440 relay champions followed by a senior winning the 100 meters. Willie loved track, becoming a dual sport athlete at Tennessee, which gave great personal satisfaction and affirmed his love for speed.

**WHEREAS,** The University of Tennessee Football and Track Scholarship led to a spectacular college career from 1979 to 1982, and many of his records as a Volunteer in both disciplines still stand today. He was selected as an Olympian for the 1980 Olympics which was boycotted by the United States; despite his disappointment, Willie continued to compete in World Class track events, including the 110 meter hurdles, and was part of the 1983 World Championship 4x100 meter relay team with Emmitt King, Calvin Smith and Carl Lewis.


**WHEREAS,** Willie counts high among his honors induction into the Griffin Sports Hall of Fame, as well as the Tennessee Sports Hall of Fame. He was selected 18<sup>th</sup> in the first round of the 1983 National Football League Draft by the Chicago Bears, and he played with the Bears from 1983 to 1987 and then for the Los Angeles Raiders from 1988 to 1993. Willie caught four passes for 129 yards in the 1985 Bears victory in Super Bowl XX. He finished his 11 NFL seasons with 333 receptions for 6,635 yards. Following retirement from the NFL, he has concentrated his athletic abilities in Master Athletics competition and his acting career in movies and television.

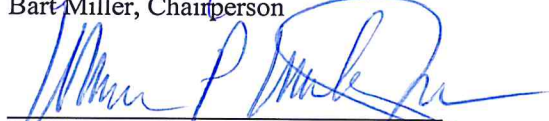
**NOW THEREFORE BE IT PROCLAIMED** That we, the City of Griffin and Spalding County Board of Commissioners, would like to encourage citizens to reflect on the honor that Willie James Gault has brought to his community and family by these accomplishments. Further, we collectively urge all citizens to unite with us as we proudly proclaim this twenty-fifth day of February in the year of our Lord two thousand and seventeen to be

### Willie James Gault Day

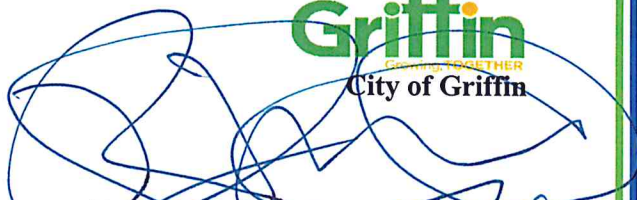
**IN WITNESS WHEREOF,** We, the Boards of Commissioners for Spalding County and the City of Griffin, have hereunto set our hands this 25<sup>th</sup> day of February 2017.

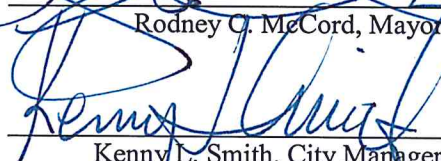
**Spalding**  
COUNTY  
Spalding County

  
Bart Miller, Chairperson

  
William P. Wilson, Jr., County Manager

**Griffin**  
GROWING TOGETHER  
City of Griffin

  
Rodney C. McCord, Mayor

  
Kenny L. Smith, City Manager





**SPALDING COUNTY BOARD OF COMMISSIONERS**

**Joint Proclamation- Honoring Bonita "Bonnie" Pfrogner**

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**Requesting Agency**

County Clerk

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**Requested Action**

Consider nunc pro tunc a Joint Proclamation with the City of Griffin honoring Bonita "Bonnie" Pfrogner for the accomplishments and contributions that she has made to Spalding County and the City of Griffin as the Director of the Griffin-Spalding Chamber of Commerce.

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**Requirement for Board Action**

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**Is this Item Goal Related?**

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**Summary and Background**

This proclamation was awarded to Ms. Pfrogner at her retirement party on Tuesday, February 28th, 2017.

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

Approval

**ATTACHMENTS:**

Description	Upload Date	Type
 Joint Proclamation Honoring Bonita "Bonnie" Pfrogner	2/28/2017	Backup Material


# Joint Proclamation

## By the City of Griffin and Spalding County Honoring Ms. Bonita “Bonnie” Pfrogner

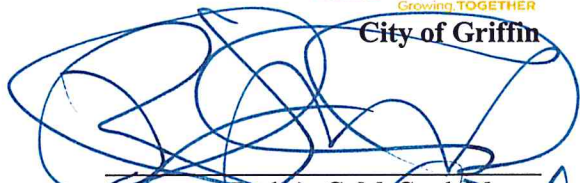
- WHEREAS,** The Griffin-Spalding Chamber of Commerce serves a vital role in the economic progress and growth of the City of Griffin and Spalding County and for more than twenty years, Ms. Bonita “Bonnie” Pfrogner has been the very capable, friendly and visible face of the Chamber and more; and
- WHEREAS,** Bonnie always brings her best to the table ... the best in connections, history, event planning and even sometimes her best recipes or dance moves ... no matter if it was in her previous life as the sweet voice on the radio or in the many roles she filled and continues to fill in the community; and
- WHEREAS,** Ms. Bonnie Pfrogner began working for the Chamber as Interim Executive Director in 1996, with her part-time leadership quickly developing into full-time opportunity, and has been an integral part of the successful training and community programming sponsored by the Chamber since that time; and
- WHEREAS,** Her vision, unselfish example and guidance have bolstered economic development and tourism in both the City of Griffin and in Spalding County, earning her the Kent Lawrence Professional of the Year Award by ACCE in 2008, Certified Chamber Executive by ACCE, a graduate degree from the U.S. Chamber’s Institute of Organizational Management in 2005, the Spalding County Parks and Recreation Volunteer of the Year in 2004, and many more awards; and
- WHEREAS,** Just a few of her other notable achievements include Hospital Authority Board Member and Past Chair; United Way Board Member, Allocations and Communications Committees; Griffin/Spalding Literacy Commission and Past Chair; ABWA Member and Past President; Utility Club and Past President; Daybreak Rotary Club, Past President and 2014 Rotarian of the Year; Spalding Collaborative and Past Chair; and Member of First Presbyterian Church, Worship Chair, Session Member and Personnel Committee.
- WHEREAS,** Bonnie, through her willingness to serve on numerous Committees, Boards and Authorities, has contributed great value to each of those agencies but has, by extension, enriched the City of Griffin and Spalding County, the community she so obviously loves, through her participation, dedication and leadership; and,
- WHEREAS,** Ms. Pfrogner, during her twenty years as Chamber Executive Director and beyond, has been a true inspiration to those many lives she has touched and has left a legacy within the Chamber and many other entities in our community that is truly remarkable. Join us as we wish her well on her retirement and as she embarks on the rest of what we know will be a continuation of her extraordinary journey.
- NOW  
THEREFORE** Be it proclaimed that we, the Board of Commissioners of Spalding County and the City of Griffin, do hereby proudly and with great gratitude recognize and pay tribute to Ms. Bonita “Bonnie” Pfrogner for the many accomplishments and contributions she has made to our community and its citizenry.
- IN WITNESS  
WHEREOF,** We, the Boards of Commissioners for Spalding County and the City of Griffin, have hereunto set our hands on the twenty-eighth day of February, in the year of our Lord two thousand and seventeen.

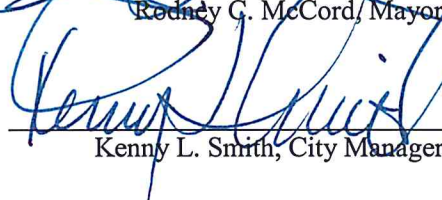
**Spalding**  
COUNTY  
Spalding County

  
Bart-Miller, Chairperson

  
William P. Wilson, Jr., County Manager

**Griffin**  
Growing TOGETHER  
City of Griffin

  
Rodney G. McCord, Mayor

  
Kenny L. Smith, City Manager



## SPALDING COUNTY BOARD OF COMMISSIONERS Proclamation- National Public Safety Telecommunicators Week

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**Requesting Agency**

Clerk to the Commission

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**Requested Action**

Consider Proclamation designating the week of April 9-15, 2017 as National Public Safety Telecommunicators Week.

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**Requirement for Board Action**

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**Is this Item Goal Related?**

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**Summary and Background**

The week of April 9th through 15th is National Public Safety Telecommunications Week. It is designated as a time when citizens can thank public safety men and women who respond to emergency calls and dispatch emergency professionals and equipment during times of crisis. Americans can show gratitude to 9-1-1 calltakers, dispatchers, technicians that maintain radio and emergency phone systems, communications staff trainers, communications center personnel, and other public safety telecommunications staff across the country who work tirelessly, often behind the scenes, to help you during emergencies.

We are fortunate in Spalding County to have 21 Full-Time and 3 Part time Telecommunicators, 1 Communications Manager, 1 Training Officer & 1 Administrative Staff Person to serve over 64,000 citizens.

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**Fiscal Impact / Funding Source**

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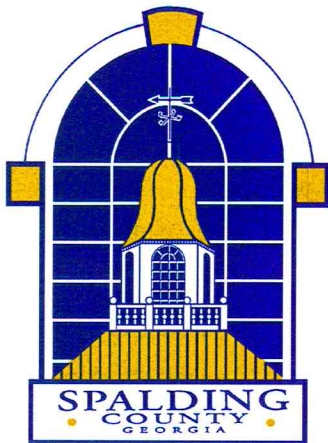
**STAFF RECOMMENDATION**

Approval

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Proclamation - 2017 National Public Safety Telecommunicators Week	3/9/2017	Backup Material





## Proclamation

### A PROCLAMATION TO DESIGNATE, THE WEEK OF APRIL 9-15, 2017 AS "NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK"

**WHEREAS:** The Congress of the United States has established that the second full week of April each year as National Public Safety Telecommunicators Week; and

**WHEREAS:** when an emergency occurs, the prompt response of law enforcement, firefighters and paramedics is critical to the protection of life and preservation of property; and

**WHEREAS:** the safety of our law enforcement officers, firefighters and paramedics is dependent upon the quality and accuracy of information obtained from citizens who telephone the Spalding County Communication Center; and

**WHEREAS:** Public Safety Telecommunicators are the single vital link for our law enforcement, firefighters and paramedics in monitoring their activities by radio, providing them information and ensuring their safety and appropriate response; and

**WHEREAS:** our Spalding County Public Safety Telecommunicators, under the supervision of Director Barbara Lights, have exhibited compassion, empathy, understanding and professionalism during the performance of their duties and have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients;

**NOW, THEREFORE  
BE IT RESOLVED**

We, the Spalding County Board of Commissioners, do hereby proclaim the week of April 9-15, 2017 as

#### "National Public Safety Telecommunicators Week"

and join in honoring the men and women whose diligence and professionalism keep our citizens safe.

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



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Bart Miller, Chairman

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William P. Wilson, Jr., County Clerk





**SPALDING COUNTY BOARD OF COMMISSIONERS**  
**Proclamation- Proclaiming March 2017 as March For Meals Month**

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**Requesting Agency**

Clerk to the Commission

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**Requested Action**

Consider a Proclamation designating the month of March 2017, as March for Meals Month in Spalding County, GA.

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**Requirement for Board Action**

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**Is this Item Goal Related?**

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**Summary and Background**

The Spalding County Meals on Wheels Program currently serves 90 Meals On Wheels clients and serves and additional 268 Congregate Meals Clients.

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

Approval

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Proclamation - March For Meals	3/16/2017	Backup Material



## Proclamation

### PROCLAIMING MARCH 2017 AS MARCH FOR MEALS MONTH

- WHEREAS:** on March 22, 1972, President Richard Nixon signed into law a measure that amended the Older Americans Act of 1965 and established a national nutrition program for seniors 60 years and older; and
- WHEREAS:** Meals on Wheels America established the March for Meals campaign in March 2002 to recognize the historic month, the importance of the Older Americans Act Nutrition Programs, both congregate and home-delivered, and raise awareness about the escalating problem of senior hunger in America; and
- WHEREAS:** the 2017 observance of March for Meals provides an opportunity to support Meals on Wheels programs that deliver vital and critical services by donating, volunteering and raising awareness about senior hunger and isolation; and
- WHEREAS:** Meals on Wheels programs – both congregate and home-delivered, in Spalding County, Georgia have served our communities admirably for more than 50 years in the State of Georgia and for 40 years in Spalding County; and
- WHEREAS:** volunteers for Meals on Wheels programs in Spalding County are the backbone of the program and they not only deliver nutritious meals to seniors and individuals with disabilities who are at significant risk of hunger and isolation, but also caring concern and attention to their welfare; and
- WHEREAS:** Meals on Wheels programs in Spalding County provide nutritious meals to seniors throughout our County that help them to maintain their health and independence, thereby preventing unnecessary falls, hospitalizations and/or premature institutionalization; and
- WHEREAS:** Meals on Wheels programs in Spalding County provide a powerful socialization opportunity for millions of seniors to help combat loneliness and isolation; and
- WHEREAS:** Meals on Wheels programs in Spalding County deserve recognition for the contributions they have made and will continue to make to local communities, our State and our Nation.

#### NOW, THEREFORE

**BE IT RESOLVED** I, Bart Miller, as Chairman of the Spalding County Board of Commissioners do hereby proclaim March 2017 as March for Meals Month and urge every citizen to take this month to honor our Meals on Wheels programs, the seniors they serve and the volunteers who care for them. Our recognition of, and involvement in, the national 2016 March for Meals can enrich our entire community and help combat senior hunger and isolation in American.

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



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Bart Miller, Chairman

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William P. Wilson, Jr., County Clerk



## SPALDING COUNTY BOARD OF COMMISSIONERS February 28, 2017 Financial Statements

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**Requesting Agency**

Finance Department

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**Requested Action**

Consider approval of financial statements for the eight months ended February 28, 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 eight months ended February 28, 2017 is 66.67% of the budget year. General Fund Revenues are 77% of budget, or \$32,419,336. General Fund expenditures are 64% of budget, or \$26,144,607.

Fire District revenues are 91% of budget, or \$5,409,749. This includes the receipt of \$2,239,234 in Fire Insurance Premium Taxes during October. Fire District expenditures are 64% of budget, or \$3,831,778.

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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"/> February 28, 2017 Financial Statements	3/11/2017	Cover Memo

SPALDING COUNTY BOC  
REVENUE & EXPENDITURE STATEMENT FOR 100 GENERAL FUND

FY 2016-2017

02/01/2017 TO 02/28/2017

	<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	1,685,436.88	25,847,174.16	32,579,253.00	79.0
32 LICENSES AND PERMITS	27,636.51	250,953.76	419,800.00	60.0
33 INTERGOVERNMENTAL REVENUE	4,404.77	1,006,119.63	756,994.00	133.0
34 CHARGES FOR SERVICES	556,832.91	3,351,203.72	5,125,231.00	65.0
35 FINES AND FORFEITURES	93,603.68	633,521.08	1,250,000.00	51.0
36 INVESTMENT INCOME	485.24	6,209.32	0.00	0.0
37 CONTRIBUTIONS/DONATIONS	500.00	4,600.00	0.00	0.0
38 MISCELLANEOUS REVENUE	309,671.69	1,319,553.87	1,771,054.00	75.0
TOTAL REVENUE	<u>2,678,571.68</u>	<u>32,419,335.54</u>	<u>41,902,332.00</u>	<u>77</u>
EXPENDITURE:				
51 PRSNL SRVCS, EMPLOYEE BEN	3,404,173.68	15,751,310.21	25,671,732.00	61.0
52 PURCH/CONTRACTED SRVCS	994,450.00	5,612,132.34	8,750,412.00	64.0
53 SUPPLIES	359,195.43	2,672,667.53	4,793,488.00	56.0
54 CAPITAL OUTLAY	29,782.52	1,044,795.61	140,056.00	746.0
57 OTHER COSTS	457,429.53	1,063,701.01	1,395,266.00	76.0
58 DEBT SERVICE	0.00	0.00	154,358.00	0.0
TOTAL EXPENDITURE	<u>5,245,031.16</u>	<u>26,144,606.70</u>	<u>40,905,312.00</u>	<u>64</u>
DEFICIENCY OF REVENUE BEFORE TRANSFERS	<u>-2,566,459.48</u>	<u>6,274,728.84</u>	<u>997,020.00</u>	<u>629</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>997,020.00</u>	<u>997,020.00</u>	<u>997,020.00</u>	<u>100.0</u>
TOTAL OTHER FINANCING USE	<u>997,020.00</u>	<u>997,020.00</u>	<u>997,020.00</u>	<u>100</u>
DEFICIENCY OF REVENUE AFTER TRANSFERS	<u><u>-3,563,479.48</u></u>	<u><u>5,310,036.74</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

02/01/2017 TO 02/28/2017

	<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	31,325.57	826,945.85	1,128,199.00	73.0
38 MISCELLANEOUS REVENUE	81.52	226.37	0.00	0.0
TOTAL REVENUE	<u>31,407.09</u>	<u>827,172.22</u>	<u>1,128,199.00</u>	<u>73</u>
EXPENDITURE:				
51 PRSNL SRVCS, EMPLOYEE BEN	126,428.44	695,030.83	1,240,709.00	56.0
52 PURCH/CONTRACTED SRVCS	7,029.37	53,504.37	141,751.00	38.0
53 SUPPLIES	3,682.09	14,563.56	22,960.00	63.0
55 INTERFUND/INTERDEPT CHRGS	40,025.00	40,025.00	40,025.00	100.0
57 OTHER COSTS	1,074.07	20,783.49	0.00	0.0
TOTAL EXPENDITURE	<u>178,238.97</u>	<u>823,907.25</u>	<u>1,445,445.00</u>	<u>57</u>
DEFICIENCY OF REVENUE BEFORE TRANSFERS	<u>-146,831.88</u>	<u>3,264.97</u>	<u>-317,246.00</u>	<u>-1</u>
OTHER FINANCING SOURCE:				
39 OTHER FINANCING SOURCES	<u>317,246.00</u>	<u>317,246.00</u>	<u>317,246.00</u>	<u>100.0</u>
TOTAL OTHER FINANCING SOURCE	<u>317,246.00</u>	<u>317,246.00</u>	<u>317,246.00</u>	<u>100</u>
EXCESS OF REVENUE AFTER TRANSFERS	<u><u>170,414.12</u></u>	<u><u>320,510.97</u></u>	<u><u>0.00</u></u>	<u><u>0</u></u>

SPALDING COUNTY BOC  
REVENUE & EXPENDITURE STATEMENT FOR 220 CSBG FUND

FY 2016-2017

02/01/2017 TO 02/28/2017

	<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	14,203.61	138,412.16	110,440.00	125.0
TOTAL REVENUE	<u>14,203.61</u>	<u>138,412.16</u>	<u>110,440.00</u>	<u>125</u>
EXPENDITURE:				
51 PRSNL SRVCS, EMPLOYEE BEN	2,202.79	16,089.67	21,620.00	74.0
52 PURCH/CONTRACTED SRVCS	0.00	16,664.39	19,880.00	84.0
53 SUPPLIES	9,356.15	112,083.21	68,940.00	163.0
TOTAL EXPENDITURE	<u>11,558.94</u>	<u>144,837.27</u>	<u>110,440.00</u>	<u>131</u>
EXCESS OF REVENUE BEFORE TRANSFERS	<u>2,644.67</u>	<u>-6,425.11</u>	<u>0.00</u>	<u>0</u>
EXCESS OF REVENUE AFTER TRANSFERS	<u><u>2,644.67</u></u>	<u><u>-6,425.11</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

02/01/2017 TO 02/28/2017

	<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	22,525.64	236,687.53	262,276.00	90.0
37 CONTRIBUTIONS/DONATIONS	8,161.24	59,799.36	75,000.00	80.0
TOTAL REVENUE	30,686.88	296,486.89	337,276.00	88
EXPENDITURE:				
51 PRSNL SRVCS, EMPLOYEE BEN	16,641.23	95,628.67	153,168.00	62.0
52 PURCH/CONTRACTED SRVCS	449.57	4,545.77	6,997.00	65.0
53 SUPPLIES	20,763.80	163,898.85	222,700.00	74.0
57 OTHER COSTS	0.00	500.00	0.00	0.0
TOTAL EXPENDITURE	37,854.60	264,573.29	382,865.00	69
DEFICIENCY OF REVENUE BEFORE TRANSFERS	-7,167.72	31,913.60	-45,589.00	-70
OTHER FINANCING SOURCE:				
39 OTHER FINANCING SOURCES	45,589.00	45,589.00	45,589.00	100.0
TOTAL OTHER FINANCING SOURCE	45,589.00	45,589.00	45,589.00	100
EXCESS OF REVENUE AFTER TRANSFERS	38,421.28	77,502.60	0.00	0

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

FY 2016-2017

02/01/2017 TO 02/28/2017

	<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	22,912.67	164,964.59	341,004.00	48.0
TOTAL REVENUE	<u>22,912.67</u>	<u>164,964.59</u>	<u>1,553,800.00</u>	<u>11</u>
EXPENDITURE:				
52 PURCH/CONTRACTED SRVCS	456.28	4,859.98	9,000.00	54.0
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>456.28</u>	<u>4,859.98</u>	<u>1,553,800.00</u>	<u>0</u>
EXCESS OF REVENUE BEFORE TRANSFERS	<u>22,456.39</u>	<u>160,104.61</u>	<u>0.00</u>	<u>0</u>
EXCESS OF REVENUE AFTER TRANSFERS	<u>22,456.39</u>	<u>160,104.61</u>	<u>0.00</u>	<u>0</u>



## SPALDING COUNTY BOC

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

FY 2016-2017

02/01/2017 TO 02/28/2017

	<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	147,315.56	5,374,637.87	5,907,026.00	91.0
33 INTERGOVERNMENTAL REVENUE	0.00	2,998.20	0.00	0.0
34 CHARGES FOR SERVICES	4,291.01	32,103.23	53,500.00	60.0
38 MISCELLANEOUS REVENUE	0.00	10.00	0.00	0.0
TOTAL REVENUE	<u>151,606.57</u>	<u>5,409,749.30</u>	<u>5,967,522.00</u>	<u>91</u>
EXPENDITURE:				
51 PRSNL SRVCS, EMPLOYEE BEN	636,200.01	3,188,366.01	5,037,272.00	63.0
52 PURCH/CONTRACTED SRVCS	43,235.30	267,821.56	402,262.00	67.0
53 SUPPLIES	22,160.30	180,711.39	283,010.00	64.0
54 CAPITAL OUTLAY	0.00	-28,429.97	0.00	0.0
55 INTERFUND/INTERDEPT CHRGS	171,938.00	171,938.00	171,938.00	100.0
57 OTHER COSTS	0.00	51,371.00	60,000.00	86.0
TOTAL EXPENDITURE	<u>873,533.61</u>	<u>3,831,777.99</u>	<u>5,954,482.00</u>	<u>64</u>
DEFICIENCY OF REVENUE BEFORE TRANSFERS	<u>-721,927.04</u>	<u>1,577,971.31</u>	<u>13,040.00</u>	<u>12,101</u>
OTHER FINANCING USE:				
61 OTHER FINANCING USES	<u>13,040.00</u>	<u>13,040.00</u>	<u>13,040.00</u>	<u>100.0</u>
TOTAL OTHER FINANCING USE	<u>13,040.00</u>	<u>13,040.00</u>	<u>13,040.00</u>	<u>100</u>
DEFICIENCY OF REVENUE AFTER TRANSFERS	<u>-734,967.04</u>	<u>1,564,931.31</u>	<u>0.00</u>	<u>0</u>

## SPALDING COUNTY BOC

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

FY 2016-2017

02/01/2017 TO 02/28/2017

	<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	11,558.65	114,961.50	150,000.00	77.0
TOTAL REVENUE	11,558.65	114,961.50	150,000.00	77
EXPENDITURE:				
57 OTHER COSTS	12,590.00	108,755.28	150,000.00	73.0
TOTAL EXPENDITURE	12,590.00	108,755.28	150,000.00	73
DEFICIENCY OF REVENUE BEFORE TRANSFERS	-1,031.35	6,206.22	0.00	0
DEFICIENCY OF REVENUE AFTER TRANSFERS	-1,031.35	6,206.22	0.00	0

## SPALDING COUNTY BOC

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

FY 2016-2017

02/01/2017 TO 02/28/2017

	<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	581.45	1,483.62	0.00	0.0
TOTAL REVENUE	581.45	1,483.62	11,051,500.00	0
EXPENDITURE:				
54 CAPITAL OUTLAY	0.00	1,265,633.92	11,050,000.00	11.0
58 DEBT SERVICE	0.00	0.00	1,500.00	0.0
TOTAL EXPENDITURE	0.00	1,265,633.92	11,051,500.00	11
EXCESS OF REVENUE BEFORE TRANSFERS	581.45	-1,264,150.30	0.00	0
EXCESS OF REVENUE AFTER TRANSFERS	581.45	-1,264,150.30	0.00	0

## SPALDING COUNTY BOC

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

FY 2016-2017

02/01/2017 TO 02/28/2017

	<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	0.00	2,820,152.33	8,400,000.00	34.0
36 INVESTMENT INCOME	811.78	3,906.61	0.00	0.0
38 MISCELLANEOUS REVENUE	0.00	0.50	0.00	0.0
TOTAL REVENUE	<u>811.78</u>	<u>2,824,059.44</u>	<u>14,999,382.00</u>	<u>19</u>
EXPENDITURE:				
54 CAPITAL OUTLAY	0.00	597,923.73	9,768,882.00	6.0
57 OTHER COSTS	0.00	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>0.00</u>	<u>1,623,562.16</u>	<u>14,999,382.00</u>	<u>11</u>
EXCESS OF REVENUE BEFORE TRANSFERS	<u>811.78</u>	<u>1,200,497.28</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>811.78</u></u>	<u><u>1,051,395.41</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

02/01/2017 TO 02/28/2017

	<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	20,000.00	20,000.00	20,000.00	100.0
TOTAL OTHER FINANCING SOURCE	20,000.00	20,000.00	20,000.00	100
EXCESS OF REVENUE AFTER TRANSFERS	20,000.00	20,000.00	0.00	0

## SPALDING COUNTY BOC

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

FY 2016-2017

02/01/2017 TO 02/28/2017

	<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	0.00	426.50	255,000.00	0.0
36 INVESTMENT INCOME	23.54	42.05	0.00	0.0
TOTAL REVENUE	<u>23.54</u>	<u>468.55</u>	<u>255,000.00</u>	<u>0</u>
EXPENDITURE:				
58 DEBT SERVICE	0.00	251,916.67	255,000.00	99.0
TOTAL EXPENDITURE	<u>0.00</u>	<u>251,916.67</u>	<u>255,000.00</u>	<u>99</u>
EXCESS OF REVENUE BEFORE TRANSFERS	<u>23.54</u>	<u>-251,448.12</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>
EXCESS OF REVENUE AFTER TRANSFERS	<u>23.54</u>	<u>-102,346.25</u>	<u>0.00</u>	<u>0</u>

SPALDING COUNTY BOC  
REVENUE & EXPENDITURE STATEMENT FOR 505 WATER FUND

FY 2016-2017

02/01/2017 TO 02/28/2017

	<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	627,428.19	5,442,286.77	6,567,954.00	83.0
38 MISCELLANEOUS REVENUE	0.00	250.00	0.00	0.0
TOTAL REVENUE	627,428.19	5,442,536.77	8,452,626.00	64
EXPENDITURE:				
51 PRSNL SRVCS, EMPLOYEE BEN	43,735.30	187,419.10	299,636.00	63.0
52 PURCH/CONTRACTED SRVCS	403,203.59	3,473,436.62	6,136,103.00	57.0
53 SUPPLIES	7,743.54	97,271.74	311,150.00	31.0
54 CAPITAL OUTLAY	0.00	125,760.07	545,000.00	23.0
55 INTERFUND/INTERDEPT CHRGS	59,984.00	59,984.00	59,984.00	100.0
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	85,242.71	659,900.02	906,288.00	73.0
TOTAL EXPENDITURE	599,909.14	4,605,627.55	8,452,626.00	54
EXCESS OF REVENUE BEFORE TRANSFERS	27,519.05	836,909.22	0.00	0
EXCESS OF REVENUE AFTER TRANSFERS	27,519.05	836,909.22	0.00	0

## SPALDING COUNTY BOC

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

FY 2016-2017

02/01/2017 TO 02/28/2017

	<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	436.86	22,428.19	0.00	0.0
38 MISCELLANEOUS REVENUE	0.00	29,811.00	0.00	0.0
TOTAL REVENUE	436.86	52,239.19	0.00	0
EXPENDITURE:				
51 PRSNL SRVCS, EMPLOYEE BEN	0.00	188,363.00	200,000.00	94.0
55 INTERFUND/INTERDEPT CHRGS	23,715.00	58,328.70	658,444.00	9.0
58 DEBT SERVICE	0.00	3,106.58	4,000.00	78.0
TOTAL EXPENDITURE	23,715.00	249,798.28	862,444.00	29
DEFICIENCY OF REVENUE BEFORE TRANSFERS	-23,278.14	-197,559.09	-862,444.00	23
OTHER FINANCING SOURCE:				
39 OTHER FINANCING SOURCES	861,116.00	861,116.00	862,444.00	100.0
TOTAL OTHER FINANCING SOURCE	861,116.00	861,116.00	862,444.00	100
EXCESS OF REVENUE AFTER TRANSFERS	837,837.86	663,556.91	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 Extraordinary Session on January 20, 2017, the Executive Session on February 20, 2017, the Zoning Public Hearing on February 23, 2017 and the Executive Session February 23, 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- 2-20 BOC Extraordinary Session Minutes	3/13/2017	Backup Material
<input type="checkbox"/> 2017-2-23 BOC Zoning Public Hearing	3/6/2017	Backup Material

## MINUTES

The Spalding County Board of Commissioners held their Extraordinary Session in Room 108 in the Courthouse Annex, Monday, February 20, 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, County Attorney, Stephanie Windham for Jim Fortune and Executive Secretary, Kathy Gibson to record the minutes.

I. OPENING (CALL TO ORDER) by Chairman Bart Miller.

II. INVOCATION led by Commissioner Rita Johnson.

III. PLEDGE TO FLAG led by Commissioner Raymond Ray.

### IV. PRESENTATIONS/PROCLAMATIONS

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

***Presentation of framed thank you certificates presented by John Carlisle.***

### V. PRESENTATIONS OF FINANCIAL STATEMENTS

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

***Motion/Second by Ray/Hawbaker to approve financial statements for the seven months ended January 31, 2017. Motion carried unanimously by all.***

***Chairman Miller presented Ms. Garrison with her 20 year Service Certificate.***

### 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.

***No one signed up to speak.***

### 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.

***Motion/Second by Hawbaker/Ray to approve minutes for the Spalding County Board of Commissioners Regular Meeting on February 6, 2017 and the Executive Session on February 6, 2017. Motion carried unanimously by all.***

### 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.

## 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.

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Bart Miller, Chairman

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William P. Wilson, Jr. County Clerk

***Motion/Second by Ray/Hawbaker to approve second reading 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.***

**IX. OLD BUSINESS** – None.

**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.

***Motion/Second by Hawbaker/Ray to allow 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. Motion carried unanimously by all.***

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

***Motion/Second by Hawbaker/Flowers-Taylor to approve change order #3 in the amount of \$31,000 for the Pickleball Facility at Wyomia Tyus Olympic Park Funding for this change order to come from Pre-GSBTA Hotel/Motel Tax Funds. Approved by a vote of 3-2 (Ray/Miller).***

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

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, Sherriff 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	Date
Judge, Municipal Court of the City of Griffin	

***Motion/Second by Ray/Hawbaker to approve the contract with the City of Griffin, Sheriff Darrell Dix and Spalding County for the housing and detention of persons arrested for violating its municipal ordinances and certain state laws while those offenders await trial. Motion carried unanimously by all.***

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 Afterschool program.

**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

Signature	Date	Signature	Date
Title		Ola Erinle, Director	
County Representative		Hope Diamond Services Inc.	

***Motion/Second by Ray/Flowers-Taylor to approve 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. Motion carried unanimously by all.***

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.

### **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 rodeo-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.

***Motion/Second by Ray/Hawbaker to approve 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. Motion carried unanimously by all.***

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

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.

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

**SPALDING COUNTY, GEORGIA**

(SEAL)

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
Chairman Clerk  
Board of Commissioners of Spalding County, Georgia

***Motion/Second by Flowers-Taylor/Ray to approve Resolution authorizing issuance of Bonds by the City of Griffin Housing Authority. Motion carried unanimously by all.***

**XI. REPORT OF COUNTY MANAGER**

- Mr. Wilson stated that Charles Penney from Paragon Consulting dropped by this afternoon to advise that they have developed a schedule for the North Hill Street the bridge replacement and the roundabout with advertising scheduled to start this week. Bids will be due at the end of March. Construction to start at the end of April and finishing up with both the bridge and the roundabout by the middle of July.  
Mr. Wilson then stated that the County has two parcels that we still need to acquire to finalize this project. This is a 2008 and a 2016 SPLOST Project.
- Mr. Wilson reminded everyone that budgets are due this Friday. He and Ms. Garrison will be actively working on those over the next month.

**XII. REPORT OF COMMISSIONERS**

**Commissioner Donald Hawbaker**

- ✓ Wanted to commend Public Works on the fine job that they continue to do and their responsiveness each and every time he asks for assistance.
- ✓ It came to his attention that one of our Ordinances may need to be amended and slightly strengthened. Apparently, it is permissible for a burning permit to be pulled almost daily and this has caused a problem within his District.
- ✓ He noted that while today is President's Day throughout the country, Georgia observes President's Day on Christmas Eve.

**Commissioner Gwen Flowers-Taylor**

- ✓ She stated that she had asked Mr. Mosley to get the information together on Workforce Development with regard to training costs, the hours that participants can work and what training is available through this program. She has not heard back from the program manager and requested an update from Mr. Mosley.
- ✓ With regard to the workshop this morning, even though she agrees that everyone employed should get a fair days pay for the work that they do, it just is not the same as someone who leaves their home every morning going out to work in a profession where they may not come back home that evening. She stated that she is hopeful that a solution can be found to this problem that doesn't "break the bank" that will allow these individuals some type of "hazard pay". She wanted to assure the first responders that we are looking

- at this problem and she will not let it “go to bed” without some resolution.
- ✓ She wanted to thank the Sheriff for the effort he is making to identify excessive spending and save the County some money. She further stated that if he can do it, it can be done in other departments as well.
- ✓ She asked about Jenkinsburg Road and requesting an exit off of I-75. She stated that every time she comes down I-75 there is more development. She stated that she is happy for Butts County, but we really need to look at that because the growth is going to be on top of us before we know it and we won’t have any infrastructure in place to accommodate the growth.
- ✓ She expressed her admiration of Jinna Garrison and her group and the job that they do regarding the County’s Finances. So many Counties have experienced trouble with their financial people and she has never done anything to put us at risk. She has received an award for the last sixteen years for doing an excellent job.
- ✓ She asked Mr. Wilson to re-poll the Board of Commissioners regarding garbage pick-up and the possibility of using the transfer station as a possible drop off place in that area so that we can save some money and redistribute personnel.

**Commissioner Raymond Ray** – No Comments

**Commissioner Rita Johnson**

- ✓ Stated that she feels we had a good work session this morning and thanked Mr. Wilson for the job that he did facilitating the session.
- ✓ Wanted to know when the next SPLOST celebration would be.

Mr. Wilson stated that it would probably be in June when the Pickleball Complex opens. He stated that there would be a small one at Orchard Hill and Sunnyside before that one and he will make sure that the Board receives an invitation to those events.

She stated that the Press Releases and the visibility of where this money is being spent is extremely important to the public.

Mr. Wilson asked if the Board would like to do an event in conjunction with the City of Griffin once the North Hill Street Intersection and Bridge are complete.

Consensus of the Board is they do feel that would be an appropriate event.

**Chairman Bart Miller**

- ✓ Thanked Sheriff Dix for his efforts in combining positions and finding money savings within his current budget.

### **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).

***Motion/Second by Ray/Flowers-Taylor to enter into Executive Session for discussion or on future acquisition of real estate as provided by O.C.G.A. 50-14-3(4) at 7:07 p.m. Motion carried unanimously by all.***

***Motion/Second by Ray/Flower-Taylor to close Executive Session at 7:18 p.m. Motion carried unanimously by all.***

### **XIV. ADJOURNMENT**

***Motion/Second by Hawbaker/Flowers-Taylor to adjourn the meeting at 7:20 p.m. Motion carried unanimously by all.***

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

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



## MINUTES

**The Spalding County Board of Commissioners held a Zoning Public Hearing in Room 108 of the Courthouse Annex, Thursday, February 23, 2017, beginning at 6:00 p.m. with Vice Chairman Raymond Ray presiding. Commissioners Rita Johnson and Gwen Flowers-Taylor were present. Commissioners Bart Miller and Donald Hawbaker were absent from the meeting. Also present were County Manager, William P. Wilson, Jr., Assistant County Manager, Eric Mosley, Community Development Director, Chad Jacobs and Zoning Attorney, Newton Galloway.**

### **A. Call to Order**

Note: Persons desiring to speak must sign in for the appropriate application. When called, speakers must state their names and addresses and 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 citizens comments. Outburst from the audience will not be tolerated. Common courtesy and civility are expected at all times during the meeting.

### **B. New Business:**

- 1. Application #16-04Z:** Bunzl Trusts Spalding Property, LLC, Owner – The Joiner Law Firm, P.C., Agent – 2010 North McDonough Road (2 acres located in Land Lot 79 of the 2<sup>nd</sup> Land District) – requesting a rezoning from R-2, Single Family Residential, to C-1, Highway Commercial.

***Applicant requested application be tabled until full board is available at meeting.***

***Motion/Second Flowers-Taylor/Johnson to table Application #16-04Z: Bunzl Trusts Spalding Property, LLC, Owner – The Joiner Law Firm, P.C., Agent – 2010 North McDonough Road (2 acres located in Land Lot 79 of the 2<sup>nd</sup> Land District) – requesting a rezoning from R-2, Single Family Residential, to C-1, Highway Commercial until next zoning public hearing. Motion carried unanimously by all.***

- 2. Application #16-05Z:** Shield of Faith Christian Center, Inc., Owner – Brenda Gibbons, Agent – 920 Harlow Avenue (0.74 acre located in Land Lot 17 of the 2<sup>nd</sup> Land District) – requesting a rezoning from R-2, Single Family Residential, to C-1B, Heavy Commercial.

***Motion/Second by Flowers-Taylor/Johnson to conditionally approve Application #16-05Z: Shield of Faith Christian Center, Inc., Owner – Brenda Gibbons, Agent – 920 Harlow Avenue (0.74 acre located in Land Lot 17 of the 2<sup>nd</sup> Land District) – requesting a rezoning from R-2, Single Family Residential, to C-1B, Heavy Commercial. Conditional approval as follows:***

- a) .827 acre tract located at 920 Harlow Avenue shall be combined with adjacent 1.9 acre tract located at 916 Harlow Avenue.**
- b) Zoning shall be tied to church and associated uses only.**
- c) All site lighting shall be designed so as not to glare onto adjacent residential properties.**

**Motion carried unanimously by all.**

**C. Other Business:**

- 1. Zoning Attorney requests an Executive Session for consultation with the county attorney, or other legal counsel, to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the County or any other officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. 50-14-2(1).**

**Motion/Second by Flowers-Taylor/Johnson to enter into Executive Session for consultation with the county attorney, or other legal counsel, to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the County or any other officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. 50-14-2(1) at 6: 24 p.m. Motion carried unanimously by all.**

**Motion/Second by Flowers-Taylor/Johnson to close Executive Session at 6:32 p.m. Motion carried unanimously by all.**

**D. Adjournment.**

**Motion/Second by Flowers-Taylor/Johnson to adjourn meeting at 6:33 p.m. Motion carried unanimously by all.**

/s/ \_\_\_\_\_  
Bart Miller, Chairman

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



## SPALDING COUNTY BOARD OF COMMISSIONERS Second Reading - Application #16-05Z

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### Requesting Agency

Office of Community Development

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### Requested Action

Consider approval on second reading: Application #16-05Z: Shield of Faith Christian Center, Inc., Owner - Brenda Gibbons, Agent - 920 Harlow Avenue (0.74 acre located in Land Lot 17 of the 2nd Land District) - requesting a rezoning from R-2, Single Family Residential, to C-1B, Heavy Commercial.

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### Requirement for Board Action

Section 414.

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### Is this Item Goal Related?

No

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### Summary and Background

Consider second reading of Amendment to Official Zoning Map from R-2 to C-1B, Conditional. Conditional approval as follows:

- .827 acre tract located at 920 Harlow Avenue shall be combined with adjacent 1.9 acre tract located at 916 Harlow Avenue.
- Zoning shall be tied to church and associated uses only.
- All site lighting shall be designed so as not to glare onto adjacent residential properties.

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### Fiscal Impact / Funding Source

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### STAFF RECOMMENDATION

BOC public hearing and 1st reading February 23, 2017.

### ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Resolution #16-05Z	2/24/2017	Backup Material

APPLICATION FOR SHIELD OF FAITH CHRISTIAN CENTER, INC.  
FOR REZONING CERTAIN PROPERTY  
LOCATED WITHIN SPALDING COUNTY, GEORGIA;

REZONING APPLICATION #16-05Z

RESOLUTION AMENDING  
THE ZONING ORDINANCE OF SPALDING COUNTY, GEORGIA  
AND  
THE OFFICIAL ZONING MAP OF SPALDING COUNTY, GEORGIA

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 enacted the current Zoning Ordinance of Spalding County, Georgia on January 4, 1994 and therein adopted the Official Zoning Map of Spalding County, Georgia, in Article 23, Section 2301, et. seq.;

WHEREAS, under the Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia the within described property is currently classified under the zoning classification entitled "R-2, Single Family Residential;"

WHEREAS, Shield of Faith Christian Center, Inc., applicant, applied for a change in zoning classification to be applied to the within described property to "C-1B, Heavy Commercial;"

WHEREAS, such application was filed with Spalding County, Georgia on December 27, 2016;

WHEREAS, such application was reviewed by the Spalding County Planning Commission, and a hearing on the application was conducted by the Board of Commissioners of Spalding County, Georgia on February 23, 2017, pursuant to O.C.G.A. § 33-66-1, et. seq. in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia;

WHEREAS, the Board of Commissioners of Spalding County, Georgia considered the proposed amendment, any and all alternate proposals or amendments, the report of the Spalding County Planning Commission and all data and evidence taken at the public hearing; and

WHEREAS, it is deemed by the Board of Commissioners of Spalding County, Georgia that an amendment to the Zoning Ordinance of Spalding County, Georgia and an amendment to the Official Zoning Map of Spalding County, Georgia is in conformance with the Spalding County Comprehensive Plan and sound comprehensive planning principles and of substantial benefit to the public and in the promotion of the best interests and general welfare of the people;

NOW THEREFORE, IT SHALL BE AND IS HEREBY RESOLVED by the Board of Commissioners of Spalding County, Georgia that the Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia shall be and are hereby amended as follows:

Section 1: The Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia designating the boundaries of the several types or classes of zoning districts

shall be, and is hereby amended so as to change the zoning classification applicable to the following described property:

All that tract or parcel of land lying and being in Land Lot 17 of the 2nd District, originally Monroe, now Spalding County, Georgia, and being more particularly described as follows:

BEGINNING at a 1 inch open top pipe found on the southeasterly right-of-way of Harlow Avenue (40' R/W) 471.04 feet northeasterly from the intersection of southeasterly right-of-way of Harlow Avenue and the northeasterly right-of-way of Memorial Drive, aka State Route No. 16; thence along the southeasterly right-of-way of Harlow Avenue North 45°40'46" East, a distance of 74.90 feet to a 1 inch open top pipe found; thence South 56°19'45" East, a distance of 406.37 feet to an axle found; thence South 24°03'40" West, a distance of 98.75 feet to a 1 inch open top pipe found; thence North 53°11'00" West, a distance of 439.10 feet to a 1 inch open top pipe found, being the POINT OF BEGINNING.

From "R-2, Single Family Residential" to "C-1B, Heavy Commercial" District.

Section 2: Pursuant to the authority granted to it by virtue of the Zoning Ordinance of Spalding County, Georgia, Section 414 (L) and upon a determination by the Board of Commissioners of Spalding County, Georgia that application of certain conditions on the amendment benefit the public and promote the best interests of the general welfare of the people, the following conditions shall be imposed upon the amendment to the Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia, as follows:

- a. .827 acre tract located at 920 Harlow Avenue shall be combined with adjacent 1.9 acre tract located at 916 Harlow Avenue.
- b. Zoning shall be tied to church and associated uses only.
- c. All site lighting shall be designed so as not to glare onto adjacent residential properties.

Section 3:

(a) Pursuant to the requirements of the Zoning Ordinance of Spalding County, Georgia, Section 2302 (B), the Official Zoning Map of Spalding County, Georgia shall be amended to reflect the change made hereby to read as follows:

On March 6, 2017, by official action of the Board of Commissioners of Spalding County, Georgia, the following change was made in the Official Zoning Map, Spalding County: All that tract or parcel of land lying and being in Land Lot 17 of the 2nd District, originally Monroe, now Spalding County, Georgia, containing 0.827 acre, 920 Harlow Avenue, zoned C-1B, Conditional.

(b) The Chairman of the Board of Commissioners of Spalding County, Georgia is directed and authorized to execute such notice of the amendment of the Official Zoning Map of Spalding County, Georgia.

(c) The Zoning Administrator is authorized and directed to enter such notice of the amendment of the Official Zoning Map of Spalding County, GA thereon.

Section 4: The foregoing amendment of the Zoning Ordinance of Spalding County, Georgia shall become effective immediately upon adoption of this resolution.

Section 5: All Ordinances or resolutions in conflict herewith shall be and are hereby repealed.



## SPALDING COUNTY BOARD OF COMMISSIONERS Pickleball Complex Update

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**Requesting Agency**

Commissioner Hawbaker

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**Requested Action**

Update on Pickleball Complex Construction.

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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 Health Insurance Renewal

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**Requesting Agency**

County Manaer

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**Requested Action**

Consider health insurance renewal with Blue Cross Blue Shield of Ga for FY 2018.

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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**

Matt Bidwell to present renewal information.


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**STAFF RECOMMENDATION**

Approval

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**ATTACHMENTS:**

Description	Upload Date	Type
 BOC Renewal Information	3/16/2017	Backup Material





# Spalding County

Benefits Review 2017

Presented By: MSI Benefits Group, Inc.

March 20, 2017





# 2016 Renewal Overview

BCBSGA offered a 6% increase on an incurred loss ratio of 81.1%. The County went from a dual to a single plan option. The new single option took all coverage to 90% (was 80% for 334 employees ) and changed maximum out-of-pocket to \$3,750 (was \$3,000 for 138 employees). These changes resulted in a 1.3% drop in premium

- LiveHealth Online Behavioral Health was made available at a \$25 copay
- Employee deductions reduced for 110 employees under the discontinued plan and another 69 employees saw their cost for family coverage reduce to \$200 per pay period. These changes resulted in employee annual contributions reducing from \$999,508 to \$865,181

Wellness program rewarded 84 employees who were non-tobacco and achieved a BMI of 25 or less \$500 in an HRA. Through February 6, 2017 \$23,062 had been distributed. Preliminary participation for the upcoming 2016-2017 wellness program is 71 employees



# 2016 Monthly Enrollment / Claims

Month	Employees	Medical Members	Medical Paid Amount	Pharmacy Paid Amount	Total Paid	Premiums	PLR
January	468	756	\$202,208	\$81,620	\$283,828	\$391,134	
February	470	759	\$199,348	\$45,911	\$245,259	\$384,948	
March	467	753	\$222,099	\$41,028	\$263,127	\$397,813	
April	462	744	\$174,942	\$81,083	\$256,025	\$381,618	
May	463	748	\$183,703	\$47,820	\$231,523	\$377,640	
June	466	748	\$206,756	\$51,506	\$258,262	\$385,876	
First 6 months 2016	2,796	4,508	\$1,189,056	\$348,968	\$1,538,024	\$2,319,029	66.32%
July	467	761	\$322,317	\$108,843	\$431,160	\$385,062	
August	461	748	\$241,341	\$65,859	\$307,200	\$382,500	
September	462	746	\$206,070	\$94,920	\$300,990	\$383,176	
October	467	758	\$267,299	\$111,585	\$378,884	\$381,632	
November	465	757	\$229,118	\$159,797	\$388,915	\$379,810	
December	462	752	\$332,539	\$114,338	\$446,877	\$383,232	
Last 6 months 2016	2,784	4,522	\$1,598,684	\$655,342	\$2,254,026	\$2,295,412	98.20%
Total	5,580	9,030	\$2,787,740	\$1,004,310	\$3,792,050	\$4,614,441	82.18%

**Paid Loss Ratio 82.18% (Target 85%)**

**Per Member Per Month Cost \$419.94 – 1.68% increase from previous period**

**County received \$26,328 in September 2016 as required under the Medical Loss Ratio (MLR) requirements of the ACA**

# MS Summary

	<u>Annual Premium</u>	<u>% Increase</u>	<u>Employee Cost</u>	<u>Net Annual Cost</u>	<u>Net % Increase</u>	<u>Annual Net Cost Difference</u>
<b>MEDICAL</b>						
<b>BCBSGA</b>						
Current	\$4,565,009		\$870,739	\$3,694,270		
Renewal	\$4,793,233	5.00%	\$870,739	\$3,922,493	6.18%	\$228,224
Renewal Option	\$4,701,959	3.00%	\$870,739	\$3,831,220	3.71%	\$136,950
<i>Increase Specialty and Brand Copays \$10</i>						
<b>\$500 HRA Health Reward Program - TBD</b>						
<i>Renewal includes Biometric Screening (\$18,000), Healthy Lifestyles /Anthem Rewards Program (\$9,000) and Cobra Administration (\$4,500)</i>						
<b>DENTAL</b>						
<b>BCBSGA</b>						
Current	\$259,404		\$92,396	\$167,009		
Renewal	\$259,404	0.00%	\$92,396	\$167,009	0.00%	\$0
<b>Vision</b>						
<b>Davis</b>						
Current	\$48,479		\$16,893	\$31,586		
Renewal	\$48,479	0.00%	\$16,893	\$31,586	0.00%	\$0
<b>HRA/FSA Administration</b>						
<b>Medcom</b>						
Current	\$8,640		\$0	\$8,640		
<b>HeathEquity (HEQ)</b>						
Option	\$7,944		\$0	\$7,944		-\$696
<i>Significantly reduces members need to provide claim documentation. HEQ receives claim feeds from BCBSGA to verify eligibility of charges</i>						

		Current	Renewal	Renewal Option
		OAPOS - GOLD - NS	OAPOS - GOLD - NS	OAPOS - GOLD - NS
Employee	305	686.48	720.81	707.08
Employee + 1	76	1,015.99	1,066.79	1,046.47
Employee + 2	78	1,187.66	1,247.04	1,223.29
	459			
Annual Total		\$4,565,009	\$4,793,259	\$4,701,959
57 Waived Coverage			5.00%	3.00%
In-network		OAPOS	OAPOS	OAPOS
Deductible		\$1,500	\$1,500	\$1,500
Coinsurance		90%	90%	90%
FUND				
PCP Office Co-Pay		\$25 office copay	\$25 office copay	\$25 office copay
Specialist Office Co-Pay		\$35 office copay	\$35 office copay	\$45 office copay
LiveHealth Online		\$10	\$10	\$10
Urgent Care		\$60	\$60	\$60
Emergency Room Co-Pay		\$150+ 20%	\$150+ 20%	\$150+ 20%
Max Out-of-Pocket (INCLUDES RX)		\$3,750	\$3,750	\$3,750
Chiropractic Care		\$25 office copay	\$25 office copay	\$25 office copay
Prescription		\$200 deductible then: \$10 Generic \$30 Formulary \$60 Non-Formulary Spec RX 20% up to \$300 2X Mail Order	\$200 deductible then: \$10 Generic \$30 Formulary \$60 Non-Formulary Spec RX 20% up to \$300 2X Mail Order	\$200 deductible then: \$10 Generic \$40 Formulary \$60 Non-Formulary Spec RX 20% up to \$300 2X Mail Order
Out-of-network				
Deductible		\$3,000	\$3,000	\$3,000
Coinsurance		60%	60%	60%
Out-of-pocket		\$9,000 / \$18,000	\$9,000 / \$18,000	\$9,000 / \$18,000
DEDUCTIONS (24 per year)				
Employee	305	25.70	25.70	25.70
Employee + 1	76	169.00	169.00	169.00
Employee + 2	78	200.00	200.00	200.00
Annual Deductions		\$870,739	\$870,739	\$870,739
Net Annual Cost to County		\$3,694,270	\$3,922,520	\$3,831,220

8 Retirees included in the total

# MSI Dental Renewal

Renewal	
Employee	304
Employee + 1	105
Employee + 2	84
21 Waived Coverage	493
<b>Annual Premiums</b>	
Employee	304
Employee + 1	105
Employee + 2	84
<b>Net Annual Deductions</b>	
<b>Net Annual Cost</b>	
<b>Percent Change</b>	
Dental Coverage	100% Preventive Services \$50 Deductible 80% Basic Services 50% Major Services - including Implants \$1,500 annual max \$1,000 Orthodontia

28.23
56.44
84.63
<b>\$259,404</b>
<b>0.00%</b>
0.00
14.11
28.20
<b>\$92,396</b>
<b>\$167,009</b>
<b>0.00%</b>

# MS Vision Renewal

		Current	Renewal
Employee	321	5.35	5.35
Employee + 1	96	10.67	10.67
Employee + 2	75	17.31	17.31
24 Waive	492		
Annual Total		<b>\$48,479</b>	<b>\$48,479</b>
Eye Exam Frequency		\$10 Every 12 months	
Lenses Single, Bifocal, Trifocal Frequency Contacts  Elective Medically Necessary Frequency		\$10 Every 12 months  Up to \$130 Allowance then 15% off remaining balance Included Every 12 months	
Frames Frequency		Up to \$130 Allowance then 20% off remaining balance Every 24 months	
Employee	321	0.00	0.00
Employee + 1	96	2.66	2.66
Employee + 2	75	5.98	5.98
Annual Total Deductions:		<b>\$16,893</b>	<b>\$16,893</b>
Net Annual Cost:		<b>\$31,586</b>	<b>\$31,586</b>





## SPALDING COUNTY BOARD OF COMMISSIONERS Purchasing Card Resolution and Policy

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**Requesting Agency**

County Clerk

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**Requested Action**

Consider resolution authorizing the issuance of purchasing and/or credit cards for Spalding County Elected Officials and adoption of a Purchasing Card and Credit Card Ordinance.

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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****ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Spalding County P-Card Policy	3/16/2017	Backup Material
<input type="checkbox"/> Spalding County Board of Commissioners P-Card Resolution	3/16/2017	Backup Material

# Spalding County Purchasing Card/Credit Card Policy

## I. Intent & Scope

During the 2015 legislative session, the General Assembly adopted HB 192, which changes how county elected officials may use county issued purchasing cards and credit cards. Effective January 1, 2016, no county elected official may use a county purchasing or credit card unless:

- (1) The Board of Commissioners has publicly voted to authorize the elected official to use a county purchasing or credit card;
- (2) The county has adopted a policy regarding the use of the county purchasing or credit card; and
- (3) The county and the elected official enter into a contract regarding the use of the county purchasing or credit card.

The Spalding County Purchasing Card Policy is designed to enable authorized elected officials and county employees to purchase supplies, materials and services for County use within the rules and guidelines set forth in the Spalding County Financial Policies. Furthermore, the Purchasing Card shall be used as a travel card to the extent that airfare, hotel and meal expenses are approved and allowable. A completed Employee Expense Report with copies of P-Card receipts attached must be submitted to the Finance Department for all travel related expenses.

The Spalding County Purchasing Card can only be used for official Spalding County business and must be surrendered upon termination of employment for any reason or upon demand by the Purchasing Card Administrator or County Manager.

## II. Parties Involved

**Card Issuer** - Bank of America's services include issuing Visa Purchasing Cards to Spalding County cardholders, providing electronic transaction authorizations, and billing Spalding County for all purchases made on the cards. Card Issuer may also be any other financial institution which issues any purchasing card or credit card for any elected official of Spalding County.

**County Manager** – Approves all applications (participation) in the program.

**Purchasing Card Administrator** - The Spalding County Finance Director who coordinates the purchasing card program for the county and acts as the county's intermediary in correspondence with the card issuer.

**Cardholder** – An elected official authorized by public vote of the Board of Commissioners to use a county issued purchasing card or an employee of Spalding County who is approved by the County Manager to use a purchasing card to execute purchase transactions on behalf of the County.

## III. Authorized Elected Officials

The Spalding County Board of Commissioners, in its discretion, shall authorize specific county elected officials to use a county purchasing card by adoption of a resolution in a public meeting.

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No authorized elected official may use a county purchasing card until he or she has executed the County's purchasing card user agreement. The County will not make payments to any business organization, financial institution, or any duly authorized agent of such organization or institution, for amounts charged by an elected official to any purchasing cards or credit cards that are not issued pursuant to this policy or for any purchases that are not authorized by this policy.

#### **IV. Card Administrator**

The Finance Director shall serve as the Purchasing Card Administrator. The responsibilities shall include:

- a. Manage County issued purchasing cards.
- b. Serve as the main point of contact for all County purchasing cards.
- c. Serve as liaison to cardholders and their staff, as well as to the issuer of the purchasing card.
- d. Provide training to cardholders on card policies and procedures to use a purchasing card.
- e. Develop internal procedures to ensure timely payment of cards.
- f. Assist with disputed transactions and emergency transactions when necessary.
- g. Establish internal procedures to ensure compliance with this policy, the County financial policy, County purchasing card user agreements, applicable agreements with the business organization, financial institution, or any duly authorized agent of such organization or institution, issuing card, and state law, specifically, O.C.G.A. §§ 16-9-37 and 36-80-24.
- h. Document internal controls, audits and other measures to prevent and detect misuse or abuse of the cards.
- i. Audit and reconcile transactions monthly.
- j. Maintain records for at least seven years or as otherwise provided by the County's record retention policy.

#### **V. Use of Cards**

##### **Authorized Purchases**

County purchase cards may be used to purchase goods and services directly related to the public duties of the cardholder. All purchases are subject to the terms of this policy, the County purchasing card user agreement, county financial policies and ordinances, and the adopted budget.

The cards, and use of the cards, are not transferrable to unauthorized employees. The cardholder shall use care to ensure that others do not have access to the card account number, expiration date and security code.

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Unless otherwise approved by the governing authority or established in the County purchasing card user agreement, the transaction limits are as follows:

Per Transaction: \$3,000.00

Per Month: \$5,000.00

### **Unauthorized Purchases**

County purchasing cards shall not be used for goods and services not directly related to the official responsibilities of the cardholder. Additionally, cards shall not be used to avoid compliance with the County's financial policies, ordinances and procedures, to purchase goods and services that are not approved in the County's budget, to purchase goods and services exceeding the per transaction or per month limit, or to make purchases not in compliance with the County purchasing card user agreement. The purchasing card may not be used to purchase, alcohol, entertainment, or to obtain cash advances.

### **Receipts and Documentation**

Receipts, invoices and other supporting documentation of all purchases made with a county purchasing card shall be obtained and maintained by the Finance Department for five years. If an original or duplicate cannot be produced, a sworn affidavit of the cardholder may be substituted. The documentation must include the supplier or merchant information (i.e., name and location), quantity, description, unit price, total price, price paid without sales tax and an explanation of the purchase sufficient to show that the expense was in the performance of official County duties.

### **Public Records**

All receipt and other documentation of purchases are public records and subject to the requirements of O.C.G.A. § 50-18-70 *et seq.*

## **VI. Purchasing Card Procedures**

Proper documentation of purchases, internal controls and other measures prevent and allow detection of misuse or abuse of County issued purchase cards and credit cards. Cardholders and staff that process payments under this program shall cooperate and comply with the procedures established by the County.

Cardholders must sign a Cardholder User Agreement in the presence of the Purchasing Card Administrator. The cardholder must sign all receipts and invoices for purchasing card transactions, clearly notate on the documentation that the transaction is a P-card transaction, and submit the paperwork to the Finance Department before the statement is received that includes that transaction.

All cardholders must code their transactions in the on-line Bank of America software program unless they have made arrangements for one of their staff or the Finance Department staff to code the transactions on their behalf. Department Heads must review all cardholder's receipts

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and invoices within their department. Department Head approval is verification that the expense was a legitimate use of County funds and is within budget.

All cardholders must work with the Finance Department staff to attempt to resolve disputes or billing errors. All cardholders must **immediately report a lost or stolen card to Bank of America and** notify the Purchasing Card Administrator of a lost or stolen purchasing card at the first opportunity during normal business hours.

The Finance Department staff will review all transactions and match the receipts and invoices to the monthly statement received from Bank of America. The Finance Department staff will ensure that the appropriate credit for reported disputed transactions or billing errors appear on a subsequent cardholder statement.

The Purchasing Card Administrator will report disputed transactions, errors, purchases not in compliance with this policy or the financial policy, missing documentation or incomplete documentation to the County Manager and will present the Bank of America bill to the County Manager for approval before payment.

## **VII. Violations**

A cardholder shall reimburse the County for any purchases made with a County issued purchase card or credit card in violation of this policy or the user agreement.

In the discretion of the county governing authority, failure to comply with the procedures outlined in this policy may result in:

- i. A warning;
- ii. Suspension of the cardholder's authority to use a County purchase card; or
- iii. Revocation of the cardholder's authority to use a County's purchase card; or
- iv. Prosecution and/or termination

Using the P-Card for personal purchases will result in disciplinary action, up to and including termination from County employment and criminal prosecution. The official Code of Georgia, Annotated (O.C.G.A.), §50-5-80 states that any cardholder who knowingly uses the card for personal purchases under \$500 is guilty of a misdemeanor. A cardholder who knowingly uses the card for personal purchases of \$500 or more is guilty of a felony punishable by one to 20 years in prison. Supervisors or other approving officials who knowingly, or through willful neglect, approve personal or fraudulent purchases are subject to the same disciplinary actions as cardholder

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## Spalding County Purchasing Card Application

**NAME:**

**DEPARTMENT OR OFFICE:**

**ADDRESS:**

**PHONE:**

**EMAIL:**

**SINGLE TRANSACTION LIMIT:**

**MONTHLY CREDIT LIMIT:**

**APPLICANT'S SIGNATURE:**

**PURCHASING CARD ADMINISTRATOR SIGNATURE:**

**I Hereby Approve this employee to be issued a County Purchasing Card:**

**COUNTY MANAGER SIGNATURE:**

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## Spalding County Cardholder Agreement

Spalding County is entrusting you with this Purchasing Card to be used for the legitimate business benefit of the County. It represents trust in you and your empowerment as a responsible agent to safeguard and protect Spalding County assets.

I acknowledge receipt of a Purchasing Card issued in my name, a VISA® card issued by Bank of America, which will only be used to acquire materials and supplies for Spalding County. I agree to comply with the following terms and conditions relating to my use of the Purchasing Card.

1. As an authorized cardholder, I agree to comply with the terms and conditions of this Agreement and with the provisions of the Purchasing Card Program and the Spalding County Financial Policy. I have received a copy of the Purchasing Card Policy and the Financial Policy and confirm that I have read and understand its terms and conditions. In addition, I have completed the required Purchasing Card Training.
  2. I understand that Spalding County is liable to Bank of America for all charges I make on the Purchasing Card.
  3. I agree to use the Purchasing Card for authorized official business purchases only and agree not to charge personal purchases. I authorize Spalding County to take whatever steps are necessary to collect an amount equal to the total of the improper purchases, including but not limited to declaring such purchases an advance on my wages to the extent allowed by law.
  4. I agree to notify the Purchasing Card Administrator if my name or contact information changes. I further acknowledge that name changes will require proof of change, i.e. copy of marriage license and/or decree of legal change.
  5. If the Purchasing Card is lost or stolen, I will **immediately** notify Bank of America. I will also notify the Purchasing Card Administrator by phone and in writing or email, at the first opportunity during normal business hours.
  6. I understand that improper or fraudulent use of the Purchasing Card may result in disciplinary action, up to and including prosecution and/or termination of my employment. I further understand that Spalding County may terminate my right to use the Purchasing Card at any time for any reason.
  7. I agree to surrender the Purchasing Card immediately upon request or upon termination of employment for any reason.
-

**CARDHOLDER:**

Department \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

**COUNTY MANAGER:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name      William P. Wilson, Jr.

**PURCHASING CARD ADMINISTRATOR:**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name      Jinna L. Garrison

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## **Resolution of the Spalding County Board of Commissioners Regarding County Issued Purchasing and/or Credit Cards**

**WHEREAS**, Georgia law prohibits counties from issuing purchasing cards and credit cards to elected officials unless the governing authority of the county has authorized such issuance and has promulgated policies regarding their use as provided by law; and

**WHEREAS**, such purchasing cards and credit cards shall only be issued to elected officials designated by the governing authority; and

**WHEREAS**, in order to comply with O.C.G.A. § 36-80-24, the Spalding County Board of Commissioners desires to authorize certain elected officials to be issued a county purchasing and/or credit card, to adopt the attached ordinance containing the County's policy on purchasing cards and credit cards and to adopt the attached user agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the Spalding County Board of Commissioners adopts the attached Purchasing Card and Credit Card Ordinance for Spalding County Elected Officials.

**BE IT FURTHER RESOLVED** that the Board of Commissioners, by public vote, designates the following Spalding County Elected Officials to receive a county issued purchasing and/or credit card and approves the attached user agreement for the following elected officials:

- ☐ Chair/CEO/Mayor
- ☐ Commissioners
- ☐ Coroner
- ☐ Magistrate Judge
- ☐ Probate Judge
- ☐ Sheriff
- ☐ Superior Court Clerk
- ☐ Tax Commissioner
- ☐ Solicitor
- ☐ State Court Judge

This 20th day of March, 2017.

SPALDING COUNTY BOARD OF COMMISSIONERS:

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Bart Miller, Chairman

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William P. Wilson, Jr., County Clerk



## SPALDING COUNTY BOARD OF COMMISSIONERS

# First Assembly Lease for Spalding County Accountability Court

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**Requesting Agency**

County Manager

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**Requested Action**

Consider approval of lease with Griffin First Assembly for space to be utilized by the Spalding County Accountability Court for counseling.

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**Requirement for Board Action**

All leases require BOC approval.

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**Is this Item Goal Related?**

No

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**Summary and Background**

Judges Esary and Judge Thacker to present.

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**Fiscal Impact / Funding Source**

N/C on lease or to add as additional insured ATIMA on County insurance.

---

**STAFF RECOMMENDATION**

Approval

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**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Facilities Use Agreement - Griffin First Assembly	3/13/2017	Backup Material

# Facilities Use Agreement

This agreement by and between GRIFFIN FIRST Assembly 2000 W. McIntosh Rd, GRIFFIN, GA 30223  
Owner's Name Owner's complete address  
("Owner"), and Spalding County Board of Commissioners P.O. Box 1087, Griffin, GA 30224 ("User")  
User's name User's complete address  
will take effect on the 6<sup>th</sup> day of March 2016 for a period of until cancelled by either party  
Day Month Year Time period  
WHEREAS, Owner owns premises located at 2000 W. McIntosh Rd, GRIFFIN, GA 30223  
Complete address  
which is normally used for church and school events, and WHEREAS, User desires to use the Royal Ranger Bldg  
Area of premises (e.g. church building)  
\_\_\_\_\_ area of the facilities for the  
purpose of Accountability Court Counseling, and  
Purpose of use

WHEREAS, Owner has agreed to allow User to use the facilities provided that the following terms and conditions are met.

## It is Therefore Agreed By and Between the Parties:

1. Owner agrees to let User use the above described premises for the above described purpose on

Tuesdays and Thursday 5pm - 7pm Dana Pritchett  
Describe times and days of usage Name of Owner's contact person  
is the contact person for Owner and Judge Sid Gentry is the User contact person for detail  
Name of User's contact person  
coordination usage.

2. ☐ **Fee Agreement.** User agrees to pay Owner \_\_\_\_\_ for the use of the premises.  
Amount

☒ **Non-Fee Agreement.** In consideration for the benefit of using Owner's facilities, user agrees to abide by all the term and conditions of use described in this agreement.

3. User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules, and regulations of all governmental authorities while using the above described facilities.

4. User agrees that it will not use the premises for any purpose that is contrary to the mission, purpose or belief of the Owner, which is a biblically-based religious institution.

5. User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement.

6. ☒ **Organizational Users.** User promises and warrants that it carries liability insurance with a minimum liability occurrence limit of \$1,000,000. The User will provide a certificate of insurance to the Owner at least seven days prior to the date upon which the User begins to use the above described premises. The certificate of insurance will indicate that User has made Owner an "additional insured" on User's policy with respect to the use by User of the above described premises.

☐ **Individual Users.** User promises and warrants that User will obtain signed Activity Participation Agreements (either provided by or acceptable to Owner) from each participant in the activity. If the participants are minors, User will obtain the signature of at least one parent or legal guardian on each Activity Participation Agreement.

7. User agrees to hold harmless, indemnify and defend Owner (including Owner's agents, employees, and representatives) from any and all liability for injury or damage including, but not limited to, bodily injury, personal injury, emotional injury, or property damage which may result from any person using the above described premises, its entrances and exits, and surrounding areas, for user's purposes, regardless of whether such injury or damage results from the negligence of the Owner (including Owner's agents, employees and representatives) or other wise.

8. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use, including entrances and exits.

9. User agrees to conduct a visual inspection of the premises, including entrances and exits, prior to each use, and warrants that the premises will be used only if it is in a safe condition.

10. This agreement may be cancelled unilaterally by either party with 14 days written notice to the other party.

10.5. In the event that Owner must cancel this agreement, User will be entitled to any deposit User has paid. However, in no event will Owner be liable to User for any lost profits or incidental, indirect, special, or consequential damages arising out of User's inability to use the above described premises, even if Owner has been advised of the possibility of such damages.

11. User agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of the Owner.

12. Owner and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Owner and User cannot mutually agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.

13. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Dated this 13<sup>th</sup> day of March 2017.  
Day Month Year

Owner

User

Cheryl D. Judd

Signer's Name

Bart Miller, Chairman

Signer's Name

Executive Director of Business

Position with Owner (title)

Spalding County Board of Commissioners

Position with User (title)

Administration



**SPALDING COUNTY BOARD OF COMMISSIONERS**

**S.A.F.E. (Saving Animals From Euthanasia, Inc.) Contract**

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**Requesting Agency**

County Clerk

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**Requested Action**

Consider approval of a contract with S.A.F.E. (Saving Animals From Euthanasia, Inc.) for Spay/Neuter and Vaccination services to the Spalding County Animal Shelter.

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**Requirement for Board Action**

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**Is this Item Goal Related?**

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**Summary and Background**

S.A.F.E. has been providing these services for the Animal Shelter since 2014.

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

Approval.

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> S.A.F.E. Contract	3/14/2017	Backup Material

CONTRACT WITH S.A.F.E. SAVING ANIMALS FROM EUTHANASIA, INC.

This contract is made and entered into between Spalding County, a political subdivision of the State of Georgia (hereinafter referred to as “the County”) and S.A.F.E. Saving Animals From Euthanasia, Inc., (hereinafter referred to as the “S.A.F.E.”).

1. Spalding County operates an animal shelter in the City of Griffin, Spalding County, Georgia.
2. S.A.F.E provides spay/neuter and vaccination services to the Spalding County Animal Shelter.
3. The parties desire that they enter into a formal contract setting out the terms of their agreement.

Now, therefore, in consideration of the mutual agreement set out, all parties agree to the following:

- A. S.A.F.E. will provide spay/neuter and vaccination services at the time of service to the dogs and cats which are being held at the Spalding County Animal Shelter
  - a. Pursuant to Georgia Law, all surgical procedures performed on animals 12 weeks and older will include a 1 year Rabies vaccination.
  - b. All animals undergoing surgical procedures will receive 1 dose of a 24 hour pain medication.
- B. Spalding County agrees that it shall pay to S.A.F.E. the following fees for service rendered. Payment will be made within 14 days from the date of service. A statement of charges will be provide to the Animal Control Director on the date of service.
  - a. \$75.00 for female canine spay.
  - b. \$75.00 for male canine neuter if greater than 40 lbs.
  - c. \$60.00 for male canine neuter less than 40 lbs.
  - d. \$50.00 for a feline spay.
  - e. \$40.00 for a cat neuter;
  - f. \$60.00 for canine male or female less than 4 months of age. Age is determined by S.A.F.E. veterinarian at time of examination.
  - g. \$15.00 for umbilical hernia repair at time of surgery, canine or feline.
  - h. \$25.00 for any animal placed under anesthesia and determined (without surgery) to have previously been altered. A Rabies vaccination will be administered.
- C. S.A.F.E. agrees that it shall maintain standard malpractice insurance coverage and agrees that it shall hold the County harmless for all claims which may arise out of the execution of this contract.

- D. S.A.F.E. makes no claims as to the adoptability, personality, disposition, health status, current or future status of any animal presented for surgery and will not be held liable at the time of service or at any future date for such.
- E. A basic assessment for surgery examination will be performed before surgery. No diagnostic tests will be performed on any animal. Those animals presented for surgery are considered elective and any complication, including death, are not the responsibility of S.A.F.E. Any animal determined to be at increased risk by S.A.F.E. veterinarian may be refused at the veterinarian's discretion.
- F. Payment will be made for each animal presented according to the above.
- G. Either party may terminate this contract upon 30 days written notice to the other.
- H. The relationship established hereto is that of Independent Contractor and S.A.F.E. shall in no way be considered an employee of Spalding County.
- I. The term of this contract shall be from the date of its execution until such time as one party or the other gives 30 days written notice of its intent to terminate same.

HERETOFORE AFFIX our hands and seals this 20th day of March, 2017.

SPALDING COUNTY, GEORGIA

S.A.F.E., INC.

BY: \_\_\_\_\_  
Bart Miller  
Chairman

BY: \_\_\_\_\_  
Susan Hester, DVM  
President

Attest: \_\_\_\_\_  
William P. Wilson, Jr.  
County Manager

WITNESS: \_\_\_\_\_





**SPALDING COUNTY BOARD OF COMMISSIONERS**  
**Archway Partnership Memorandum of Understanding**

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**Requesting Agency**

County Clerk

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**Requested Action**

Consider approval of the Griffin + Spalding Archway Partnership Memorandum of Understanding for FY18.

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**Requirement for Board Action**

---

**Is this Item Goal Related?**

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**Summary and Background**

---

**Fiscal Impact / Funding Source**

\$20,000 to be allocated in FY 2018 Budget

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**STAFF RECOMMENDATION**

Approval

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Archway Partnership MOU	3/3/2017	Resolution Letter



## **MEMORANDUM OF UNDERSTANDING**

### **Spalding County Archway Partnership**

This **MEMORANDUM OF UNDERSTANDING** (this “**Agreement**”) is made and entered into as of July 1, 2017 by and among the Spalding County Board of Commissioners (the “**County**”), the City of Griffin (the “**City**”), and the Griffin-Spalding County Board of Education (the “**Board of Education**”), and together with the County, the City, and the Board of Education, the “**Spalding County Partners**”), and the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia (for purposes of this Agreement referred to herein as the “**UGA Archway Partnership**”), and the Office of the Vice President for Public Service and Outreach (the “**OVPPSO**,” and together with the UGA Archway Partnership, the “**UGA Partners**”).

Each of the Community Partners and UGA Partners stated above is considered to be a Participant (collectively, the “**Participants**”) in the Spalding County Archway Partnership (“**Spalding County Archway Partnership**”).

**WHEREAS**, the Participants agree to cooperate in the development, implementation, and continuation of the Spalding County Archway Partnership focusing on community and economic development issues for Spalding County; and

**WHEREAS**, the Participants agree to the creation or continuation of the Spalding County Archway Partnership Executive Committee (the “**Executive Committee**”) to offer the Community Partners appropriate representation and influence into the strategic planning and management of the Spalding County Archway Partnership.

**NOW THEREFORE** the parties hereto agree as follows:

### **SECTION I**

#### **The UGA Partners shall:**

1. Agree to facilitate the work of the Executive Committee in support of the overall goals of the Spalding County Archway Partnership.
2. Subject to Section III, Paragraph 7 herein, a UGA faculty member (the “**Archway Professional**”) will dedicate time as needed to the project and will work directly with the Spalding County Archway Partnership’s Executive Committee.
3. Establish minimum qualifications and determine the total salary to be paid to the Archway Professional, and agree to perform periodic evaluations of the Archway Professional in accordance with UGA human resources rules and regulations as any other UGA employee.
4. Have the right to terminate or transfer the Archway Professional for any reason at any time. In either such case, the UGA Partners agree that they will seek to replace the Archway Professional in accordance with the qualifications and salary guidelines described in Section 1, Paragraph 3 herein and subject to Section III, Paragraph 7 herein.
5. Provide the Archway Professional with access to office equipment, supplies, publications, or other educational materials necessary to the performance of the position’s duties.

6. Keep an accurate record of all funds received and disbursed under this agreement including all support documents. The UGA Partners agree to retain such records for a period of three years unless an audit has begun and not been completed or if the audit findings have not been resolved at the end of the three year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings. The UGA Archway Partnership also agrees to retain all records relating to payments made under this agreement until the expiration of three years after final payment.
7. Report to the Executive Committee at regular intervals on the nature of the Spalding County Archway Partnership and progress being made.

## **SECTION II**

### **The Spalding County Partners shall:**

1. Agree to recognize the UGA Partners as their institutional partners and provide appropriate recognition of the collaborative working relationship on all appropriate and relevant publications, materials and web sites.
2. Agree to cooperate with the UGA Partners in the implementation and administration of educational opportunities for the students of the University of Georgia.
3. Agree, when possible, to make available internship opportunities to the students of the University of Georgia and other University System of Georgia institutions in conjunction with community-identified needs and the terms of this Agreement.
4. Agree, when possible, to make available research opportunities to the faculty of the University of Georgia and other University System of Georgia institutions in conjunction with community-identified needs and the terms of this Agreement.
5. Agree to make available to the UGA Partners any research or study findings and results that may be realized as a result of this Agreement. Notwithstanding anything herein to the contrary, all research or study findings and results from research conducted by faculty of the UGA Partners shall remain the property of the UGA Partners.

### SECTION III

#### The Participants Mutually Agree:

1. The OVPPSO will contribute to the UGA Archway Partnership as needed in order to support the activities of the Archway Professional and the UGA Archway Partnership; however, this paragraph shall not be read or construed so as to create any cost share on the part of UGA or any of the UGA Partners.

2. The Spalding County Partners will pay to the UGA Archway Partnership a total FIXED FEE of \$60,000 for the period beginning on July 1, 2017 through June 30, 2018 (the “**FY2018 Community Fee**”).

3. The Spalding County Partners are committed to funding the FY2018 Community Fee as follows:

Spalding County Board of Commissioners	\$20,000
City of Griffin	\$20,000
Griffin-Spalding County Board of Education	\$20,000

4. The UGA Archway Partnership shall send an invoice to each of the Spalding County Partners for such Spalding County Partner’s respective amount shown above. The full amount of all such invoices shall be due 30 days after the effective date of this agreement. Invoices will be sent to the following:

Spalding County Board of Commissioners  
Attn: Bart Miller, Chairman  
P.O. Box 1087  
Griffin, GA 30224

City of Griffin  
Attn: Mayor Rodney McCord  
100 S. Hill St.  
Griffin, GA 30224

Griffin-Spalding County Board of Education  
Attn: Zach Holmes, Chairman  
216 S. 6<sup>th</sup> St.  
Griffin, GA 30224

5. Expenditures and budgetary allocations for the FY2018 Community Fee will be based on history and may vary depending on community needs. The Archway Partnership is authorized to transfer funds between various expenditure and budgetary categories and accounts without specific and separate approval by any of the Spalding County Partners. The expenditures and budgetary allocations for the FY2018 Community Fee are estimated to be as follows:

Project Costs	60%
Personal Services	20%
Travel and Operating Costs	10%
UGA Administrative Fee	10%

6. The Spalding County Partners and the UGA Partners agree to the creation or continuation of the Spalding County Archway Partnership Executive Committee who shall perform the following functions:
  - a. Remit or cause to be remitted the FY2018 Community Fee to the UGA Archway Partnership when due.
  - b. Provide guidance on the appointment or hiring of the Archway Professional. The actual appointment or hiring of the Archway Professional shall be subject to the sole approval of the UGA Partners.
  - c. Evaluate the financial support of the Spalding County Archway Partnership annually, make adjustments as necessary for continued effective support, and notify the UGA Partners of any adjustments no later than March 31, 2017.
  - d. Agree to locate the Archway Professional's office in facilities that are adequate and appropriate for the program.
7. The Archway Professional shall remain at all times a University of Georgia employee, subject to all applicable university guidelines and policies, and shall not be an employee of any of the Community Partners while performing this service and will not be entitled to fringe benefits normally accruing for employees of any of the Community Partners.
8. This Agreement shall take effect as of July 1, 2017.
9. The terms of this Agreement shall be from July 1, 2017 through June 30, 2018. Either the UGA Partners (acting collectively) or the Community Partners (acting collectively) may terminate this Agreement upon 90 days written notice of such intent.
10. This Agreement may be modified by mutual written agreement of the parties hereto.
11. This agreement, along with any exhibits, appendices, addenda, schedules, and amendments attached hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties hereto, whether oral or written.
12. This Agreement may be renewed annually by mutual written agreement of all parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed as of the date first described above.

\_\_\_\_\_  
Spalding County Board of Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Griffin

\_\_\_\_\_  
Date

\_\_\_\_\_  
Griffin-Spalding County Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Archway Partnership, University of Georgia

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vice President for Public Service and Outreach,  
University of Georgia

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Regents of the University System of  
Georgia by and on behalf of the University of Georgia

\_\_\_\_\_  
Date



**SPALDING COUNTY BOARD OF COMMISSIONERS**

**Resolution Clarifying Right-Of-Way on Hollonville Road**

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**Requesting Agency**

County Manager

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**Requested Action**

Consider a resolution to clarifying the right of way on Hollonville Road.

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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**

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> R2017-06 Resolution Designating Right Of Way on Hollonville Road	3/6/2017	Backup Material

**RESOLUTION CONCERNING 60 FOOT RIGHT OF WAY OF HOLLONVILLE ROAD (60' R/W)**

**WHEREAS**, Hollonville Road has a 60 Foot Right of Way except for a certain portion near the Flint River where it becomes a 100 foot Right of Way per that certain Rural Post Roads Right of Way Deed from Theron Johnston as recorded in Deed Book 240, Page 524, Spalding County, Georgia Records and as shown on that certain Plat of Survey for Scott A. Dezell containing 100.58 acres, and being more particularly described and delineated according to said plat and survey prepared by Robert D. Smith Jr., Georgia Registered Surveyor Number 2766, dated 01/03/2017, entitled, "Boundary Survey of 100.58 Acres Cut From A Parent Tract For: Scott A. Dezell", said plat being of record in the Office of the Clerk of Superior Court of Spalding County, Georgia, in Plat Book 26, Page 565; which said plat and the recording thereof are by reference hereto incorporated herein for a more complete and detailed description; and

**WHEREAS**, there are various Right-of –Way's depicted along Hollonville Road as shown on various plats and surveys indicating that the Right of Way of Hollonville road is a 60 Foot Right-Of-Way, an 80-foot Right-of-Way, and a 100-Foot Right of Way along the same stretch of road; and

**WHEREAS**, Spalding County only claims, retains and has in an interest in Hollonville Road being a 60 foot right of way except for that portion of Hollonville Road that is a 100 foot right of way per that certain right of way deed at Deed Book 240, Page 524, Spalding County Georgia Records; and

**WHEREAS**, Spalding County, disclaims, releases and quitclaims any interest it may have in real property that extends beyond the 60 foot right of way along Hollonville Road except for that portion of Hollonville Road that is a 100 foot right of way per that certain Rural Post Roads Right of Way Deed recorded in Deed Book 240, Page 524, Spalding County, Georgia Records and that said stretch of 100 foot right of way as depicted on that certain plat of survey for Scott A. Dezell recorded in Plat Book 26, Page 565, Spalding County, Georgia Records; and

**WHEREAS**, Spalding County retains all of its rights to Hollonville Road, a 60 foot right of way, and that portion of Hollonville Road which becomes a 100 foot right of way as described above.

IN WITNESS WHEREOF, the said Board of Commissioners of Spalding County, Georgia have hereunto set their hands and seal, and delivered these presents This 20th day of March, 2017.

BOARD OF COMMISSIONERS OF SPALDING COUNTY, GEORGIA

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

Bart Miller, Chairman

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

William P. Wilson, Jr., County Clerk

Signed, Sealed and Delivered  
In the presence of:

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

\_\_\_\_\_  
Notary Public



## SPALDING COUNTY BOARD OF COMMISSIONERS Revised Contract Detail Officer Agreements

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**Requesting Agency**

County Manager

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**Requested Action**

Consider approval of revised contract detail officer agreements for FY 2018.

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**Requirement for Board Action**

All contracts require BOC approval

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**Is this Item Goal Related?**

No

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**Summary and Background**

We have existing agreements with the following entities:

City of Griffin  
City of Thomaston  
Upson County  
Fayette County  
Henry County  
G/S Board of Education

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**Fiscal Impact / Funding Source**

Mr. Mosley will brief the BOC on this item.

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**STAFF RECOMMENDATION**

Approval

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**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Revised agreement template	3/15/2017	Backup Material



**AGREEMENT BETWEEN  
SPALDING COUNTY, GEORGIA AND BOARD OF COMMISSIONERS OF THE  
CITY OF GRIFFIN FOR USE OF INMATE WORK DETAILS**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between SPALDING COUNTY, a political subdivision of the State of Georgia,  
(hereinafter referred to as the "Spalding County"), and BOARD OF COMMISSIONERS OF  
THE CITY OF GRIFFIN, a department, agency or subdivision of the State of Georgia,  
(hereinafter referred to as the "Agency"),

**WITNESSETH:**

WHEREAS, the Agency wishes to utilize inmate work details ("Details") for services  
on public works projects and

WHEREAS, Spalding County is willing and able to provide the Details to the Agency,  
under the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of these premises and the mutual promises and  
agreements hereinafter set forth, the parties agree as follows;

**1. OBLIGATION OF SPALDING COUNTY**

- a. During the term of this Agreement, Spalding County shall supply the Agency, subject to the availability of State Inmates, with four (4) Detail(s) consisting of four (4) full-time Correctional Officer(s) and not more than eight (8) inmates per detail.
- b. In performing the work called for under this agreement:
  - The number one priority of the Correctional Officer assigned to an outside contract detail will be the security and safety of his or her assigned inmates and the welfare of the community.
  - The second priority shall be the timely completion of assigned work.
  - The Details shall work an eight (8) hour day, Monday through Friday, this including transportation to and from the work site from Spalding County

Correctional Institution, hereinafter referred to as "SCCI".

- The Details may work outside of such hours due to inclement weather or other emergency conditions, if the Agency requests and the Warden at SCCI agrees.
- Spalding County shall be solely responsible for the custody, discipline and productivity of the Details, and for providing clothing and health care to the Details.
- Spalding County Detail Officer shall be responsible for transporting the Details between SCCI and designated work sites.

Responsibility: Facility/Center staff shall use good judgment during inclement weather , to complete work assigned by contacting agencies in a timely manner.

- Inclement Weather: Every effort shall be made to run details when it is raining, if it appears rain is scattered or rain will soon end. This will allow inmates to be near or at the assigned work site and go to work as weather conditions improve.
- Cold Weather: Every effort will be made to run details when the temperature is below twenty-eight (28) degrees Fahrenheit when it appears the temperature will quickly rise. Again, this will allow inmates to be near or at the assigned work site and go to work as weather conditions improve.
- Hot Weather: Work details will continue to run in conditions of extreme heat. However, precautions shall be taken to lessen the risks (i.e. extra breaks every hour).

It is the responsibility of a Detail Officer to maintain control of the inmates assigned under his/her supervision to insure that proper security measures are maintained and that inmates work in an orderly manner.

## **2. RESPONSIBILITIES OF THE AGENCY**

- The Agency will allow up to fifteen (15) days for vacation and Sick Leave per detail officer per year. The Agency will allow for mandatory training time for the officer(s) as required by County and State Regulations.
- The Agency shall furnish all equipment, tools, safety equipment, and transportation vehicles for the Details between SCCI and designated work sites. The Agency shall further provide for or perform maintenance on all said equipment, tools and vehicle, and shall be solely responsible for replacement or repair of same. The Agency shall provide, at its sole cost,

automobile insurance for the transportation vehicles supplied to SCCI under this agreement. The vehicle shall be equipped with a mobile radio or cellphone for the exclusive use of the Correctional Officer, capable of communicating with law enforcement agencies and emergency medical personnel. It shall also be equipped with a first aid kit. The vehicle shall be marked "State Prisoners" on the front, side and rear of the vehicle, with the vehicle number being marked on the roof. A portable toilet shall also be provided for use by inmates assigned to the detail.

- Road Signs: The Agency shall furnish road signs (warning) to be placed in the front and rear of the detail if work is being done on a public road. The distance between the signs shall depend on the type work being done. At all times signs should be placed to provide a warning to motorists. Safety of the detail and of drivers should be the guiding consideration to determine placement.
- Detail Identification Signs: In addition to necessary safety signs, each outside work detail from Spalding County Correctional Institution will have two signs identifying the detail as a prison detail.
- The Agency shall furnish a strobe light which shall be mounted on top of the vehicle used to transport inmates assigned to contract details. The light shall be used on all occasions when the vehicle is parked on the side of a public road or when the vehicle is following the detail while the detail is proceeding along the highway.
- The Agency shall provide general direction and supervision of the work to be performed under this Agreement, but no official or employee of the Agency shall exercise any immediate control, direction or supervision over any inmate of the Detail(s). The sole responsibility for the directing, controlling, and supervising said Detail(s) shall be that of SCCI and its officials, Correctional Supervisors and employees. Directions as to work to be performed shall be communicated to the Correctional Officer for the Detail(s) in question; who shall then direct the work of the Detail(s) accordingly.

In consideration of the work to be performed by the Detail(s) under this Agreement, the Agency shall pay to Spalding County the following:

- An amount equal to the salary, including fringe benefits, of four (4) Correctional Officer(s). Spalding County will provide the Agency with a schedule of said salary and fringe benefits. Spalding County will provide the Agency with a quarterly invoice for this cost, which shall name the Correctional Officer(s) in question.

- The Agency shall pay an amount equal to 10% of the Correctional Officer's salary and benefits that would compensate for administrative duties involving safety and security compliance of the detail, classification review and assignments, staff management and oversight of detail operations. An agreed upon rate of per diem will be paid for every day the detail(s) do not report for work over fifteen (15) days.

Invoices shall be mailed to:

City of Griffin  
P.O. Box T  
Griffin, Georgia 30224

- The Agency shall be solely responsible for, and shall hold harmless SCCI, Spalding County, its elected officials, officers, agents, employees and representatives from any and all damages or injuries caused to person or property and from suits, claims or damages of any nature whatsoever resulting from the execution of this contract, unless said suit or claim arises solely out of the negligence of Spalding County.

### **3. TERM; RENEWAL; TERMINATION**

- a. This Agreement shall be for a term beginning the 1<sup>st</sup> day of July, 2017 and ending the 30<sup>th</sup> day of June, 2018, unless earlier terminated in accordance with Section 3.
- b. This Agreement shall automatically renew for additional terms of one (1) year unless one party notifies the other in writing (given pursuant to Section 4.a herein) of their intent to terminate the Agreement. Said notice must be provided no less than thirty (30) days prior to the scheduled termination of the Agreement.
- c. Either party may terminate this Agreement upon ten (10) days written notice (given pursuant to Section 4.a herein) for the default of the other party.
- d. Either party may terminate this Agreement without cause upon sixty days' written notice (given pursuant to Section 4.a herein) to the other party.

### **4. MISCELLANEOUS**

- a. All notices, demands, and requests which may be or are required to be given hereunder shall be in writing and shall be deemed to have been properly given when sent postage pre-paid by registered or certified mail (with return receipt requested) address as follows:

**If intended for Spalding County:**

Spalding County Board of Commissioners  
P.O. Box 1087  
Griffin, Georgia 30224

**If intended for SCCI:**

Spalding County Correctional Institution  
Attention: Warden  
295 Justice Boulevard  
Griffin, Georgia 30224

**If intended for the Agency:**

Board of Commissioners of City of Griffin  
P.O. Box T  
Griffin, Georgia 30224

Either party may change the address and name of addressee to which subsequent notices are to be sent by notice to the other given as aforesaid.

- b. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Georgia.
- c. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of either party to exercise any power given it hereunder, or to insist upon strict compliance by either party of any obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof this Agreement may not be amended except by a writing signed by both parties.

WHEREFORE, the parties have set their hands and seals as of the date first above written.

THE AGENCY:

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

Typed Name:\_\_\_\_\_

Witness:\_\_\_\_\_

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

Typed Name:\_\_\_\_\_

SCCI WARDEN:

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

Typed Name:\_\_\_\_\_

Witness:\_\_\_\_\_

SPALDING COUNTY:

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

Typed Name:\_\_\_\_\_

Witness:\_\_\_\_\_



## SPALDING COUNTY BOARD OF COMMISSIONERS GTIB Application

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### Requesting Agency

County Manager

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### Requested Action

Consider approval of submission of a grant application to the Georgia Transportation Infrastructure Bank for improvements to the East McIntosh/Hill Street Intersection.

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### Requirement for Board Action

All Grant Applications require BOC approval.

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### Is this Item Goal Related?

No

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### Summary and Background

Project know as Intersection #3 on North Hill Street Corridor Improvements Projects.

Original Grant Application approved by the Board at the September 27, 2015 meeting:

*10. Consider approval to submit Grant Application to the Georgia Transportation Infrastructure Bank for funding of the North Hill Street/East McIntosh Road (Intersection #3) Project.*

*Mr. Wilson advised that we were notified last month by GTIB about the possibility of a Grant. The City has recently applied for Intersection #2, the one in the flats with the roundabout and we are going to ask for Intersection #3. Total budget \$1.5 million the grant request will be for \$1.2million with local funding of \$300,000 to come from the 2008 SPLOST funds or the 2015 depending on how much we have to spend on Intersection #2.*

*Mr. Wilson stated that B.J. Martin along with Chad Jacobs worked on the application and we believe we have a worthwhile application. It doesn't cost anything to try and we might get the money.*

*Motion/Second by Ray/Flowers-Taylor to approve the submittal of a grant application to the Georgia Transportation Infrastructure Bank for funding of the North Hill Street/East McIntosh Road (Intersection #3) Project. Motion carried unanimously by all.*

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### Fiscal Impact / Funding Source

Total estimated project cost \$1,533,171. Grant funding \$1,220,335 with a local match of \$312,842 to come from 2008 SPLOST and 2016 SPLOST proceeds.

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### STAFF RECOMMENDATION

Approval

### ATTACHMENTS:

Description

Upload Date

Type





## INSTRUCTIONS FOR APPLICATION SUBMITTAL

This standard Application will be used to evaluate all requests for loans and for grants. If applying for a grant, only this Application is required. If applying for a loan, this Application and the Financial Documentation form found on the GTIB website <http://www.georgiatolls.com/GTIB.aspx> are required.

- Read all information provided on the Loan and Grant pages of the GTIB website. This information provides details of the program regarding eligibility, loan/grant parameters, and Application requirements to verify that the proposed Applicant, project and terms are within the established guidelines.
- Answer all questions fully. If any questions are not applicable, please mark "N/A." There should be no blanks on any form. Missing information or omitted fields may cause the Application to be delayed or rejected.
- All Applicants, projects, and costs for which funding will be used must be "**eligible**" as specified on the GTIB website.
- The initial completed Application (and Financial Documentation Form if applying for a loan) must be submitted by email to [GTIBinfo@georgiatolls.com](mailto:GTIBinfo@georgiatolls.com). Within 2 weeks of submitting by email, the Applicant must furnish the GTIB with the Application Fee of \$250.00 and hard copies or a CD of all documents listed in the checklist area below.
- Regardless of whether the request is approved, the Applicant is solely responsible for all of its costs incurred in participating in this program, including but not limited to completing all forms.
- Applicants have an affirmative obligation to update any information included on any application if such information is no longer accurate.
- Applicant Agency must be established and approved by appropriate governing body prior to the GTIB Application Deadline.

## CHECKLIST FOR LOANS AND GRANTS

- \_\_\_ All of the questions on the Application are answered.
- \_\_\_ The requested GTIB financial assistance is within the current limits of the program as provided on the Loan and Grant pages of the GTIB website.
- \_\_\_ An electronic version of the Application has been submitted by e-mail to [GTIBinfo@georgiatolls.com](mailto:GTIBinfo@georgiatolls.com). Please provide a PDF copy for the signature and MS word copy (unsigned).

**The following materials must be delivered to the State Road & Tollway Authority within two weeks of submitting the Application by e-mail:**

- \_\_\_ A check for the Application Fee of \$250 payable to the State Road & Tollway Authority
- \_\_\_ Documents as described in Section 7, *Required Documents*, of Application\*
- \_\_\_ Hard copy of the Application (as submitted by email) with original signatures

**For Loan Applications, also include:**

- \_\_\_ Hard copy of the Financial Documentation Form (as submitted by email) with original signatures
- \_\_\_ Copy of the documents as required in Section II of the Financial Documentation Form\*

\*Applicant may submit either a hard copy or electronic version of these documents on CD-ROM.

The above documentation should be forwarded to the following address:

**State Road & Tollway Authority  
C/O GTIB/Cindy Treadway  
245 Peachtree Center Avenue NE  
Suite 400  
Atlanta, GA 30303**

# GEORGIA TRANSPORTATION INFRASTRUCTURE BANK (GTIB)

## APPLICATION FOR LOANS AND GRANTS

**\*\*\*Please read *Instructions for Application Submittal* prior to filling out Application\*\*\***

### 1) TYPE OF GTIB ASSISTANCE REQUESTED

Check one of the following:

<input checked="" type="checkbox"/> Grant	Please check GTIB website for latest Grant program eligibility and restrictions.
<input type="checkbox"/> Loan	All loan Applicants are required to submit a completed Financial Documentation Form in addition to this GTIB Application. The form is available on the GTIB website.

### 2) CONTACT INFORMATION

Date	March 15, 2017		
Project Applicant	Spalding County, GA		
Classification of Applicant (State, County, City, CID, etc.)	County		
Prepared by	BJ Martin, P.E.		
Department/Division of Applicant receiving GTIB proceeds	Public Works		
Contact Person Name	William P. Wilson, Jr.	Contact Person Title	County Manager
Street Address or P.O. Box	P.O. Box 1087		
City	Griffin, Georgia	Zip Code	30224
Telephone Number:	(770) 467-4233	Fax Number:	(770) 467-4227
E-mail Address	wwilson@spaldingcounty.com		

Applicant's Fiscal Year End (Date)	June	30	2017
	Month	Day	Year

**Additional Contact Information:**

<b>Attorney</b>	
Contact Name & Title	James R. Fortune, Jr., County Attorney
Street Address	100 South Hill Street, Suite 600
City, State, Zip Code	Griffin, GA 30223
Telephone Number	(770) 227-4000
Fax Number	(770) 229-8524
E-Mail Address	jfortune@beckowen.com

<b>Independent Auditor</b>	
Contact Name & Title	Miller G. Edwards, Partner
Street Address	300 Mulberry Street, Suite 300
City, State, Zip Code	Macon, GA 31201
Telephone Number	(478) 464-8000
Fax Number	(478) 464-8051
E-Mail Address	medwards@mjcpa.com

<b>Finance Director</b>	
Contact Name & Title	Jinna Garrison, Finance Director
Street Address	119 E. Solomon Street
City, State, Zip Code	Griffin, GA 30223
Telephone Number	(770) 467-4222
Fax Number	(770) 467-4227
E-Mail Address	jgarrison@spaldingcounty.com

### 3) PROJECT OVERVIEW

Name of Project	North Hill Street at East McIntosh Road (Intersection #3 Improvements)
Project type (road, bridge, etc.)	Road Project
Project location	North Hill Street and East McIntosh Road



All Project or Reference Numbers with agency (*i.e. GDOT PI#715858 or Cobb DOT E3040*)

N/A



List all regional or local plans project is part of (*i.e. Gwinnett SPLOST 2009 or ARC Plan 2040*)

Spalding County SPLOST 2008  
Spalding County SPLOST 2016  
Comprehensive Transportation Plan 2016

Current Project Phase/Status* *(Preliminary Engineering, Right of Way Acquisition (ROW), Construction)	Preliminary Engineering
Estimated or actual project planning start date	December 2012
Estimated construction start date	April 2018
Estimated completion date	April 2019



Provide a detailed physical and conceptual description of the transportation project (include details such as concept, design, type, and purpose of project):

North Hill Street is a rural two lane roadway with 11' lanes and variable width grass shoulders. Classified as a rural minor arterial, it connects Downtown City of Griffin with Sun City, a 3,400+/- unit senior living planned development. In 2006, a Livable Center Initiative (LCI) grant from the Atlanta Regional Commission helped fund the North Hill Street LCI, which focused on the down core of the City of Griffin. The completion of that study resulted in the completion of several subsequent studies including the 2008 Sun City to Downtown Griffin Connectivity Study, the North Hill Street Master Plan and most recently the Comprehensive Transportation Plan completed in 2016. Within those subsequent studies, the intersection of North Hill Street and East McIntosh Road was identified as a priority redevelopment node that when improved would support multi-modal transportation alternatives, provide greater community connectivity, improve transportation safety, increase corridor accessibility and serve as a catalyst for economic redevelopment.

In the existing condition, N. Hill Street intersects East McIntosh Road at a very unsafe skew angle. All approaches to the intersection are controlled by a stop sign/stop bar with no turn lanes. Due to the skew angle, alignment offset, and lack of any traffic signal operations, a large number of accidents occur at this intersection and additional delays are experienced on both N. Hill Street and E. McIntosh Road. The project will correct existing design deficiencies, improve safety, reduce travel delay, add sidewalks and pedestrian crossings, and provide connectivity among adjacent land uses. The concept realigns N. Hill Street to the west of its current location reducing the skew to an acceptable range, removing the alignment offset and correcting existing weaving and stacking deficiencies.

## 4) PROJECT BENEFITS

### A. Degree of transportation problem that the proposed project seeks to address:

**i** In 300 words or less, describe the scope of the current transportation problem and how the project is expected to improve the situation. The explanation should include how the project will advance a strong transportation need and derive a strong public benefit as a result. If applicable, the answer should also describe how the project will improve the efficiency of the local, regional or State's transportation system or the efficiency/ reliability of commutes in local communities or major metropolitan areas.

The North Hill Street at East McIntosh Road intersection accommodates approximately 3,500 vehicles per day (vpd). Businesses and neighborhoods are economically dependent upon efficient transportation along both N. Hill Street and E. McIntosh and experience daily congestion and delays, which negatively impacts quality of life.

The existing N. Hill Street at McIntosh Road intersection is deficient due to its current design. The intersection has experienced crashes over the past several years (over 7 reported in the last two years). The offset horizontal alignment of N. Hill Street combined with the severe intersection skew angle does not meet minimum current design standards by the Georgia Department of Transportation (GDOT).

The project would realign and reconstruct the intersection to correct the design deficiencies. N. Hill Street would be shifted to the west thereby correcting the skew, resulting in a 102 degree intersection with no offsets. By realigning and reconstruction the intersection, business driveways would be relocated outside of the intersection improving traffic flow with safer and more predictable traffic operations.

### B. Impact of the proposed project on public mobility, congestion and safety:

**i** In 300 words or less, describe how the project would improve any or all of the following areas: mobility, border-to-border and interregional connectivity, local connectivity to the state-wide transportation network, inter-modalism, congestion, reduction of accidents resulting in injury and loss of life, and/or any additional improvements in land-use or the environment.

The North Hill Street Master Plan identified the area around the intersection of N. Hill Street and E. McIntosh Road as the East McIntosh Road Node. The report proposed nearly 200,000sf of new commercial/retail, increased residential density in townhomes and small single family lots. The report also outlined opportunities for preservation of greenspace and bicycle/pedestrian connectivity throughout the node and connection to the Roosevelt Railroad (a potential Rails With Trails project).

As Sun City continues to develop and reach its built capacity, the N. Hill Street corridor could see traffic volumes double since it serves as the primary corridor between this large senior living community and the City of Griffin Downtown area.

This corridor also provides connectivity to SR16 which is a major east/west highway connection I-75 and I-85. This intersection improvement will increase mobility, provide safer operations, support positive economic growth and improve local connectivity to the state-wide transportation network.

### C. Acceleration of high priority transportation projects:

**i** In 300 words or less, describe how potential assistance from the GTIB will expedite the project. If applicable, explain how the project would coordinate transportation investment with development patterns in major metropolitan areas and manage market driven travel demand.

The realignment of N. Hill Street at E. McIntosh Road exemplifies the nexus between land use redevelopment and complementary transportation investment in infrastructure improvements. As envisioned in the 2008 North Hill Street LCI Study, the project will create much needed redevelopment opportunities surrounding the intersection and provide upgrades to improve connectivity and safety. As such, the project is complementary to the East McIntosh Road Node.

In 2007, when it was made certain that Sun City, a Del Webb Community, was going to build approximately 3,500 homes just north of the City of Griffin in Spalding County, planning for improvement of North Hill Street between Sun City and the City of Griffin Downtown ensued. The City of Griffin and Spalding County worked together in the planning and design of three major intersections, one of which includes this project. If the City and the County had elected to not take action, it would have exacerbated existing transportation challenges and delayed redevelopment that is needed to enhance quality of life.

While the County approved this intersection improvement project and staff initiated design consultant procurement, GTIB funding will allow the County to further expedite acquisition of right-of-way and construction. Should the County be awarded GTIB funds, existing prioritized County transportation projects can continue on schedule, and the realignment of N. Hill Street at E. McIntosh Road will be advanced as a top priority to complete the corridor redevelopment plan.

### D. Innovation (Optional):

**i** In 300 words or less, describe any unique/innovative characteristics, methods or approaches (e.g. new technology, inventive design, etc.) to be used in the implementation of the project.

A particularly unique characteristic related to the realignment of N. Hill Street at E. McIntosh Road is the large gas transmission lines that pass directly below the intersection. This limits the design options of the intersection since the gas transmission lines depth of cover needs to remain unchanged. In concept, the County reviewed several horizontal realignment options including a roundabout design to determine which option would provide the most value while meeting the needs and purpose of the project.

This particular intersection also lies just south of the Roosevelt Railroad corridor, a major project that seeks to use the existing infrastructure as a Rail With Trail (RWT) project. Along this rail, there would be mixed use developments that could be accessed by transit. This intersection project will play an important role in multi-modal connectivity to this future project by providing bicycle and pedestrian access to this RWT corridor and thus greater access to various locations in the City of Griffin and Spalding County.

## E. Ability to enhance and/or create economic benefits for the local community, region or State:

**i** In 300 words or less, explain how the local community, region or state would benefit economically from the project. Answers may include, but not be limited to, a description of the estimated reduction in state or local unemployment, attraction of new business to the state, growth in private-sector employment, improved access to jobs, the optimization of capital asset management, and/or improved efficiencies of freight, cargo, and goods movement. Please cite all sources used to determine benefits (i.e. cost-benefit analyses, economic impact reviews, etc.)

This project will connect to the redevelopment of the East McIntosh Road Node (North Hill Street Master Plan), a proposal which has the potential to include 129,300sf of new neighborhood commercial space, 40,000sf of grocery store, 30 new townhomes and 23 new small lot single family homes. The existing land use within this Node is primarily low density residential with a few businesses. Because of the redevelopment potential of vacant and marginal land uses with new commercial and housing, this area has the opportunity to provide access to 300 new jobs that were not previously located at the intersection.

Also unique to this project, is the ability of the intersection improvement to provide connectivity to Roosevelt Railroad and the commercial redevelopment opportunities that would be oriented toward the railroad, offering an opportunity for recreation-based commercial uses that could include restaurants, bicycle sales and service, railroad focused retail and other similar uses.

As identified in the 2008 and 2016 Spalding County Transportation Plan (CTP), this intersection was identified as having a high vehicular crash rates due to the dangerous skews and offset horizontal alignments. Improving the intersection geometrics will increase safe operation but also aid in freight delivery by implementing current design standards. Easing congestion and use of the corridor will result in continued attractiveness for private reinvestment along this stretch of N. Hill Street and E. McIntosh Road, which is an economic development goal of Spalding County.

## F. Project Feasibility

**i** In 300 words or less, explain the project's consistency with local and regional plans. Explain how project contingencies have been provided for and note any backup sources of revenue/funds that will ensure project completion. Explain all critical factors necessary for the project's success, including a list of all federal, state, and local permits and approvals required for the project. Please provide the status of each necessary approval. If not already secured, explain in detail each step that will be taken to obtain necessary environmental and construction approvals. Please provide anticipated approval dates of any approvals that have not yet been secured.

The project is consistent with local and regional plans, and as noted in the Project Overview, the project was identified in earlier adopted Spalding County and City of Griffin plans including:

- 2008 Spalding County Comprehensive Transportation Plan as project O-005.
- 2008 Sun City to Downtown Griffin Connectivity Study which served as a supplement to the Griffin Town Center LCI and the North Hill Street Master Plan, where it was included as an element of the East McIntosh Road Node Concept Plan.
- 2016 Spalding County Comprehensive Transportation Plan as project Int #3.

The County will undertake the project as a local project so no federal process will be required. The project will disturb more than an acre of land and does not involve a state route. The County anticipates obtaining the following permits with anticipated approval dates:

- Georgia Environmental Protection Division National Pollutant Discharge Elimination System (NPDES) permit for stormwater discharge (estimated April 2018)
- Spalding County also requires that capital transportation projects be reviewed for compliance with its Development Ordinance and issuance of a Land Disturbance Permit (estimated April 2018)



## 5) PROJECT FINANCE PLAN SUMMARY

**i** In 300 words or less, provide a summary of the proposed finance plan that fully details the entire funding of the project, including contingencies. The summary should include a detailed written description of the status of all project funding sources, back-up project funding sources, and the completion of the below fields.

If bonds or other non-GTIB indebtedness have already been issued to finance a portion of the project's costs, the financial plan should provide details of the issuance (terms, sources & uses, credit ratings, debt service requirements, etc.). If the issuance received a credit rating below investment grade "BBB," explain in detail any deficiency that led to that rating. If applicable, please provide copies of any bond documents related to the issuance, such as an Official Statement (OS).

If bonds or other non-GTIB indebtedness are contemplated for funding a portion of the project's costs in the future, provide an explanation of the issuance. Explanations should include the proposed bond's structure, time-line, and status of resolutions/approvals. If applicant is requesting a loan from the GTIB, explain how any issuance will acknowledge the responsibility of GTIB loan payments.

The project's funding sources include local funds set aside from the 2008 SPLOST and 2016 SPLOST. No federal funds are being sought for the project. The County is seeking a grant through the GTIB program to expedite the project delivery. The total cost of the project is \$1,533,171.00. The County is requesting \$1,220,335.00 in GTIB grant funding. The remaining \$312,842.00 is County funds. If the funds sought from the GTIB grant program is awarded, it is not anticipated that any bond financing will be needed to complete the project.

## SOURCES AND USES

List all funding sources in the Project Funding Sources table below (i.e. CID \$1.1M, GDOT \$5M, County \$2M, Private \$250k, etc):

Project Funding Sources (Committed and Contributed)				
Funding Source	Portion Spent to Date* (A)	Portion Remaining to be Spent (B)	Funding Source Total (A+B)	Percentage of Total Project Funding
GTIB (Requested Amount)**		\$1,220,335.00	\$1,220,335.00	79.6%
<b>Spalding County</b>	\$68,194.00	\$244,648.00	\$312,842.00	20.4%
	\$	\$	\$	%
	\$	\$	\$	%
	\$	\$	\$	%
<b>Total Project Funding:</b>	<b>\$68,194.00</b>	<b>\$1,464,983.00</b>	<b>\$1,533,177.00</b>	<b>100.0%</b>

List all project costs in the Project Costs table below:

Project Costs (Future Project Costs and Funds Spent to Date)				
Activity	Portion Spent to Date* (A)	Portion Remaining to be Spent (B)	Line Item Cost Total (A+B)	Percentage of Total Project Costs
Concept/Feasibility	\$	\$	\$	%
Preliminary Engineering	\$68,194.00	\$108,795.00	\$176,985.00	11.5%
Right of Way (ROW)	\$	\$250,000.00	\$250,000.00	16.3%
ROW Contingency ( %)	\$	\$	\$	%
Construction	\$	\$970,335.00	\$970,335.00	63.3%
Construction Contingency (14%)	\$	\$135,847.00	\$145,847.00	8.9%
<b>Total Project Costs:</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>100.0%</b>

**NOTE FOR ABOVE TABLES: AMOUNT OF TOTAL PROJECT FUNDING SOURCES MUST EQUAL TOTAL PROJECT COSTS. IF APPLICANT IS REQUESTING BOTH A LOAN AND A GRANT ON THE SAME PROJECT, TWO SEPARATE APPLICATIONS MUST BE SUBMITTED AND THE SOURCES AND USES TABLES ABOVE SHOULD REFLECT BOTH REQUESTS (ITEMIZED OUT).**

Proposed Use of GTIB Funding Request		
Activity (i.e. PE, ROW, CST)	GTIB Amount	Percent of GTIB Request
ROW	\$250,000.00	20.5 %
CST	\$970,335.00	79.5%
	\$	%
<b>Total:**</b>	<b>\$</b>	<b>100.0%</b>

\* Subject to verification during application review.

\*\*Please refer to GTIB Website for GTIB funding limits and restrictions.

Please fill out the following if bonds or debt will be used to finance any portion of the project:

Anticipated date of Bond sale:	N/A
Type of bond (General Obligation/Revenue):	N/A
Tax exempt status:	N/A
Issuer:	N/A
Expected Credit rating:	N/A

## 6) LOAN TERMS (TO BE COMPLETED ONLY BY LOAN APPLICANTS)

Requested term of loan in years:	N/A
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(Minimum 5 years; maximum is the lesser of 20 years or the useful life of the project)

Estimated draw-down schedule of funds: (All funds may be spent-down in first year; the maximum spend-down period is 5 years)	
Year 1:	\$ N/A
Year 2:	\$ N/A
Year 3:	\$ N/A
Year 4:	\$ N/A
Year 5:	\$ N/A

Repayment source(s) that will be used to service the loan:	N/A
Is repayment source(s) currently being used to secure other debt?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Will repayment source(s) be used to secure other debt in the future?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Additional backup repayment source:	N/A

## 7) REQUIRED DOCUMENTS

To be submitted to the State Road & Tollway Authority by mail per the *"Instructions for Application Submittal."*

- A map of the project with the project area and location highlighted; beginning and end points need to be clearly marked, providing sufficient detail on communities affected.
- Preliminary engineering plans/ cost estimation/ environmental documents or studies. For public roadway projects, the Applicant shall include a preliminary design study that details initial route and potential alignments, the location of all right-of-way, facilities and equipment required to make the project functional, and any revisions or changes to the state highway system facilities necessitated by the project. All estimates for project costs must be recent or confirmed (within the last six months) by a credible consultant, CPA firm, or other trustworthy source and should be provided in

the year of expenditure indicating the anticipated inflation rate. In addition, an adequate contingency amount must be included to allow for unexpected expenses.

- Documentation to verify funding sources: if funds other than project revenues are committed to repay the loan, such as taxes, the Applicant must provide proof of commitment of these funds such as a city/ county commission resolution.
- A copy of the bond-rating letter or Official Statement (OS), if the jurisdiction has issued rated or insured debt in the past.
- Any other project related documents necessary to complete evaluation.

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## 8) ATTESTATION

Under penalty of perjury, I declare and affirm that:

The Applicant has the authority to request and incur the liabilities and obligations described in this Application and, upon approval, will enter into a closing contract.

The Applicant has held any locally required public hearings or notices and will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge all information contained in this Application is valid and accurate.

The governing body of the undersigned jurisdiction at its \_\_\_\_\_ (date) meeting authorized the submission of this Application.

The undersigned official has the authority to sign this Application and bind the Applicant.

Signature \_\_\_\_\_  
(Authorized Official)

Title \_\_\_\_\_

Jurisdiction \_\_\_\_\_

Name Chairman Bart Miller  
(type or print)

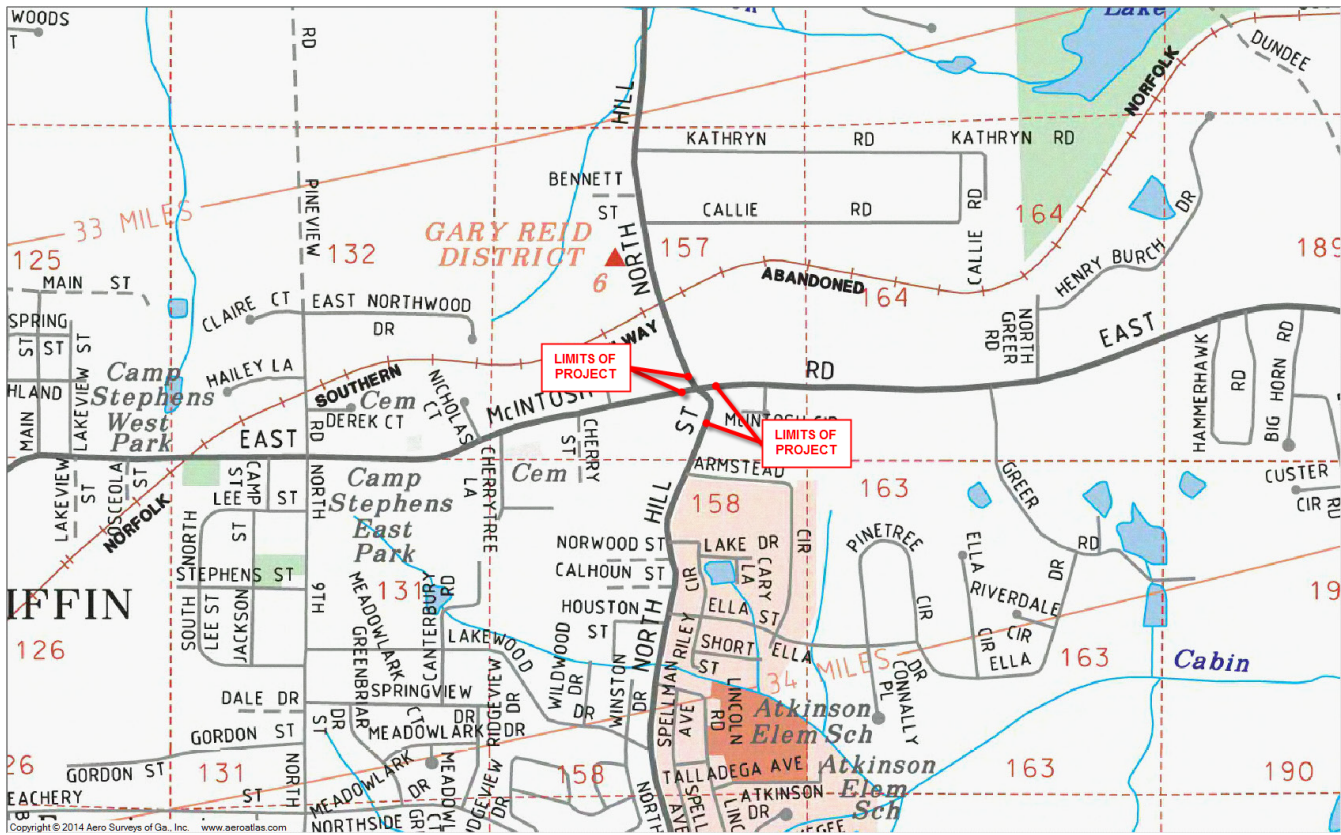
Date \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary Public)

My commission expires: \_\_\_\_\_

NOTARY  
SEAL



**East McIntosh Road (Intersection Three)**

**PREFERRED OPTION**

<b>Line Items</b>	<b>Option 1 (Realignment West)</b>	<b>Option 2 (Realignment East)</b>	<b>Option 3 (Roundabout)</b>
Traffic Control and Detour	\$20,000.00	\$20,000.00	\$20,000.00
Demolition	\$50,000.00	\$50,000.00	\$50,000.00
Clearing/Grading/Earthwork	\$123,750.00	\$45,900.00	\$60,000.00
12" Graded Aggregate Base	\$93,600.00	\$87,600.00	\$138,360.00
3" - 25 mm SuperPave Base Course	\$58,800.00	\$55,650.00	\$101,745.00
2" -12.5 mm SuperPave Course	\$50,400.00	\$47,700.00	\$87,210.00
1.25" -9.5 mm SuperPave Surface Course	\$56,000.00	\$53,600.00	\$77,520.00
24" Concrete Curb and Gutter	\$47,340.00	\$45,180.00	\$59,670.00
1.25" Milling of Asphaltic Concrete	\$2,450.00	\$2,450.00	
4" x 4' Concrete Sidewalks	\$36,000.00	\$33,000.00	
4" x 5' Concrete Sidewalks			\$41,700.00
Handicap Ramps w/ Detector Brick	\$2,250.00	\$2,250.00	\$6,000.00
Concrete Driveway Turnouts	\$3,000.00	\$3,000.00	\$6,000.00
Brick Paver Cross-Walks	\$3,360.00	\$3,360.00	\$5,920.00
Landscaping of Roundabout			\$35,000.00
6" Concrete Ribbon Curb	\$1,200.00	\$1,200.00	\$2,400.00
12" Concrete Ribbon Curb			\$2,700.00
6" Concrete Median			\$13,500.00
Storm Drainage Catch Basin	\$15,000.00	\$15,000.00	\$15,000.00
15" RCP Storm Sewer Pipe	\$5,250.00	\$5,250.00	\$5,250.00
18" RCP Storm Sewer Pipe	\$72,000.00	\$72,000.00	\$72,000.00
24" RCP Storm Sewer Pipe	\$3,300.00	\$3,300.00	\$3,300.00
24" RCP Safety End Sections	\$1,000.00	\$1,000.00	\$1,300.00
*Water System Replacement	\$115,000.00	\$90,000.00	\$95,000.00
*Gas System Replacement	\$90,000.00	\$80,000.00	\$85,000.00
*Power/Telephone/Cable Replace	\$80,000.00	\$75,000.00	\$75,000.00
5" Wide Double Yellow Center Line	\$4,025.00	\$3,937.50	\$2,800.00
5" Wide White Edge Striping	\$3,375.00	\$3,300.00	\$2,250.00
Directional Arrows and Guides			\$2,000.00
24" Wide White Stop Bars	\$360.00	\$360.00	

Class "C" Silt Fencing	\$18,000.00	\$17,600.00	\$17,600.00
Temporary Grassing	\$2,625.00	\$2,475.00	\$2,475.00
Permanent Grassing	\$5,250.00	\$4,950.00	\$4,950.00
Storm Water Monitoring	\$4,000.00	\$4,000.00	\$4,000.00
Road Signage	\$3,000.00	\$3,000.00	\$3,000.00

<b>TOTAL ESTIMATED COST</b>	<b>\$970,335.00</b>	<b>\$832,062.50</b>	<b>\$1,098,650.00</b>
14% Contingencies	\$135,846.90	\$116,488.75	\$109,865.00

<b>TOTAL ESTIMATED CONSTRUCTION COSTS</b>	<b>\$1,106,181.90</b>	<b>\$948,551.25</b>	<b>\$1,208,515.00</b>
16% SURVEYING/ENGINEERING DESIGN/CONS	\$176,989.10	\$151,768.20	\$193,362.40
RIGHT-OF-WAY ACQUISITION (Estimate based	\$250,000.00	\$450,000.00	\$550,000.00

<b>TOTAL ESTIMATED PROJECT COSTS</b>	<b>\$1,533,171.00</b>	<b>\$1,550,319.45</b>	<b>\$1,951,877.40</b>
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\*Note: Utilities are estimated for full replacement of service lines to meet utility standards for right-of-way alignment and depth of cover. No estimate is provided for the relocation of the Natural Gas transmission main.





## Operations/Safety

Proj ID	Responsible Agency	Project	Project Implementation	Project Cost
SP-069A GDOT 8237	County	Poplar St. at Meriwether/New Orleans/10th St.	Short	↓
SP-069A GDOT 8237	County	College St. at Hamilton/Kinkade St.	Short	↓
SP-069B GDOT 8238	County	Experiment St. at Elm St.	Short	↑
SP-069B GDOT 8238	County	Experiment St. at 14th St.	Short	↑
SP-069B GDOT 8238	County	College St. at Meriwether St.	Short	\$1,950,000
SP-069B GDOT 8238	County	Broad St. at 9th St.	Short	↓
SP-069B GDOT 8238	County	Evertree inn Rd. at Cain St.	Short	↓
O-001	GDOT County	Bowling Ln. at US 19/41	Short	\$1,600,000
O-002	GDOT County	Pine Hill Rd. at SR 16	Short	\$1,600,000
O-003	GDOT County	Pine Hill Rd. at SR 362	Short	\$1,600,000
O-004	GDOT County	US 19/41 at Poplar Rd. Bridge	Short	\$2,600,000
<b>O-005</b>	<b>County</b>	<b>North Hill St. at McIntosh Rd.</b>	<b>Short</b>	<b>\$1,600,000</b>
O-006	County	Birdie Rd. at Moore Rd.	Short	\$1,600,000
O-007	County	Baptist Camp Rd.	Short	\$1,600,000
O-008	County	Jackson Rd. at North Walkers Mill Road	Short	\$1,600,000
O-009	County	Jenkinsburg Rd. at Jackson Rd.	Short	\$1,600,000
O-010	GDOT County	SR 92 @ David Elder Rd./Vaughn Rd.	Short	\$1,600,000
O-011	GDOT County	US 19/41 at Malier Rd.	Short	\$1,600,000
O-012	County	Teamon Rd. at School Rd.	Short	\$1,600,000
O-013	County	Macon Rd. at McDonough Rd.	Short	\$1,600,000
O-014	County	Old Atlanta Rd. at Dobbin Mill Rd.	Short	\$1,600,000
O-015	County	Solomon Rd./High Falls Rd./Slaton Ave./Searcy Rd.	Short	\$2,200,000
O-016	GDOT County	SR 16 Corridor - Signage Improvement	Short	*
O-017	County	Countywide Signal Upgrade	Short	\$4,000,000
O-018	County	Countywide Signal Timing	Short	\$800,000
O-019	County	Intelligent Transportation System Master Plan	Short	\$400,000
O-020	County	Intelligent Transportation System Implementation - Phase I	Short Mid Long	\$10,000,000 \$8,500,000 \$7,000,000
O-021	County	Teamon Rd @ Teamon Circle	Short	\$1,600,000
O-022	County	Swint Road @ Rehobeth Church Road	Short	\$1,600,000
O-023	GDOT County	SR 92 @ Vineyard Road	Short	\$1,600,000
O-024	County	Dobbins Mill Rd.	Short	*



# SPALDING COUNTY

COMPREHENSIVE TRANSPORTATION PLAN  
Final Report (DRAFT)

Based on high vehicular crash rates, the following intersections as indicated in Table 18, have been identified as in need of detailed engineering assessment and possible improvement or modification.

**Table 18: Intersection Safety Needs**

Jurisdiction	Major Road	Minor Road
<b>County</b>	SR 16	Shoal Creek Rd.
	SR 362	Lenox Rd.
	Birdie Rd.	Moore Rd.
	US 19/41	Moreland Rd.
	SR 16	Rover-Zetella/Vaughn Rd.
	Ellis Rd.	N. Pine Hill/Henry Jackson Road
	SR 16	W. Ellis Rd./Crowder Rd.
	SR 155/Jackson Rd.	Hamil Rd.
	Macon Rd.	County Line Rd.
	North Hill St. Ext.	E. McIntosh Rd.
	US 41	County Line Road
	Teamon Rd.	Jordon Hill Rd.
	High Falls Rd.	S. Walkers Mill Rd.
	Teamon Rd.	Smoak/Smoak Field Rd.
	E. McIntosh Rd.	N. 2 <sup>nd</sup> St.
	Jackson Rd.	Jenkinsburg Rd.
	High Falls/Bucksnot Rd.	Bailey Jester Rd.
	Jackson Rd.	N. Walkers Mill Rd.
<b>Griffin</b>	Carver Rd.	Poplar Rd.
	SR 16	Pine Hill Rd.
	SR 16/Memorial Dr.	Hamilton Blvd.
	Solomon St./High Falls Rd.	Searcy Ave.
	SR 16/Taylor St.	Spalding Dr.
	North Expressway	Ellis Rd.
	North Expressway	Varsity Rd.
<b>Orchard Hill</b>	County Line Rd.	Ethridge Mill Rd.
	County Line Rd.	S. Sixth St. Ext.
	Swint Rd.	Rehobeth Church Rd.
<b>Sunny Side</b>	Baptist Camp Rd.	Old Atlanta Rd./ Railroad Tracks
	Old Atlanta Rd.	Teamon/School Rd.
	US 19/41 SR 3	School Rd.
	US 19/41 SR 3	Mailer Rd.

Based on high vehicular crash rates (normalized by traffic volume), the following road segments shown in Table 19 below, have been identified as in need of detailed engineering assessment and possible improvement or modification:





## East McIntosh Road Concept Plan

The East McIntosh Concept Plan responds to the community's desires to improve the intersection of Hill Street and East McIntosh Road and provide more community services. The concept plan includes:

- 129,300 sf of potential new neighborhood commercial space
- A 40,000 sf grocery store
- 30 new townhouses
- 23 new small lot single family houses.

These are clustered around a realigned intersection, effecting only four properties on the southwestern corner of the intersection. The realignment will improve safety by increasing sight distances and straighten North Hill Street to meet current roadway design standards.



*The community expressed a strong desire for a grocery store on the corridor; it could be lined with small shops on the street to screen frontal parking*

Along Hill Street the concept plan illustrates an array of commercial buildings that properly face the street and East McIntosh Road with pedestrian-friendly plazas and rear parking. Small commercial buildings also line North Hill Street south of East McIntosh, serving as a visual buffer to the larger format grocery store pushed towards the back of the property. This allows a pedestrian-friendly environment along Hill Street, and shared internal parking. A separate service entrance and exit allow ease of deliveries to the rear of the building.

Also unique to the plan is commercial space adjoining the Roosevelt Railroad. Here commercial uses are shown also orienting towards the railroad, offering an opportunity for recreation-based commercial uses that could include restaurants, bicycle sales and service, railroad focused retail, and other similar uses. At the northwest corner of the intersection with East McIntosh Road, an arrangement is shown for a rear drive-through commercial building. This format could allow for a joint gas station/restaurant or drive-through bank. The arrangement supports preserving Hill Street as a pedestrian-friendly roadway, with automotive uses in the rear.

Residential uses in the concept plan include both townhouses and new single-family residential home sites, served by rear alleys. This arrangement allows for East McIntosh Circle to extend southward, connecting through to Armstead Circle. This new extension is envisioned as a traditional, pedestrian-friendly residential street with minimal driveway cuts due to rear alleys. Townhouses along Hill Street step back to provide a small landscaped yard and also include an opportunity for a private mid-block green space.



East McIntosh Road Concept Plan (continued)





## **Transportation**

Recommendations for the North Hill Street Corridor Redevelopment Area have been developed to address identified issues and needs. Recommendations consider what has already been planned and programmed, input from the general public, project stakeholders, and jurisdictions as well as community goals. Transportation goals from the City of Griffin and Spalding County, shown below, help guide identification and selection of projects and policies. Of particular note are goals to increase pedestrian and bicycle facilities and increase accessibility.

### ***Transportation Alternatives***

Transportation project alternatives include roadway upgrades, intersection realignments, traffic operational improvements, and pedestrian and bicycle facilities. It should be noted that all of the transportation projects are based on planning-level assessment. More detailed traffic or engineering design assessments will be required as project development process continues to support project need and finalize project design. Should projects receive federal funding, they will be subject to environmental review per the National Environmental Policy Act (NEPA). The following provides project descriptions, need, and purpose. Project locations are shown in Figures 12 and 13.

#### **City of Griffin 2024 Comprehensive Plan Transportation Goals**

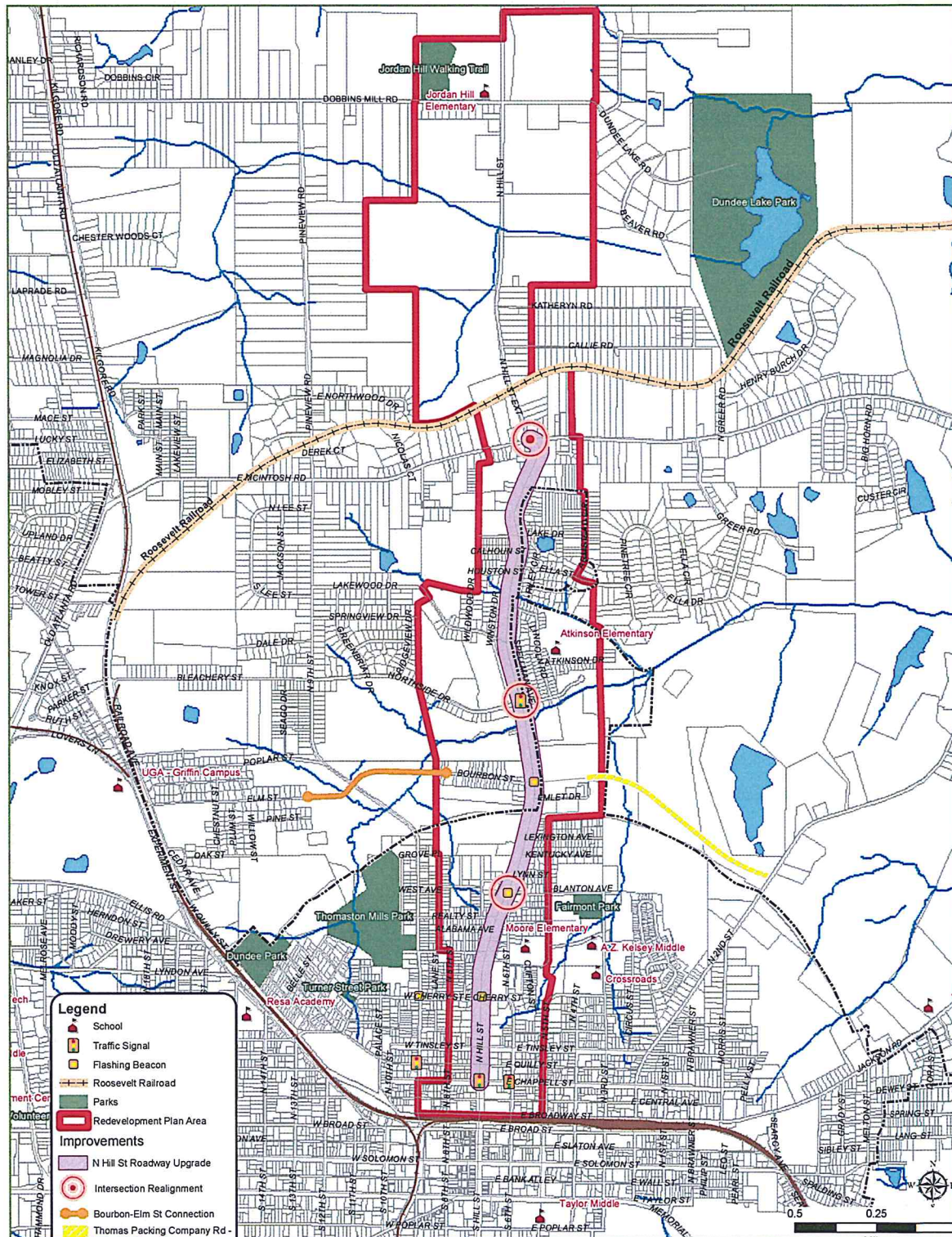
1. Provide safe and efficient vehicular access to and from the city.
2. Develop a network of pedestrian and bicycle trails that support the transportation, recreational, and economic development interests of the community.
3. Support the development of public transit in the form of both commuter rail and local van/bus service.
4. Support the development of one or more bypass routes to alleviate downtown truck traffic.
5. Provide safe and effective local access to aviation facilities in support of local economic development efforts, and reduce the negative impacts of the airport on surrounding residential uses.

#### **Spalding County 2024 Comprehensive Plan Transportation Goals**

1. Improve access to and from the county.
2. Improve bicycle and pedestrian ways as a means to offer recreational opportunities for residents and tourists. Support the local rails-to-trails efforts to construct a trail network that would tie in with a larger regional system.
3. Provide sidewalks and multi-purpose paths within and between community centers, thus offering greater mobility and a choice of transportation options.



**Figure 12: Alternative Roadway Improvements**





**May 6, 2008**

### Figure 13: Alternative Bicycle and Pedestrian Improvements



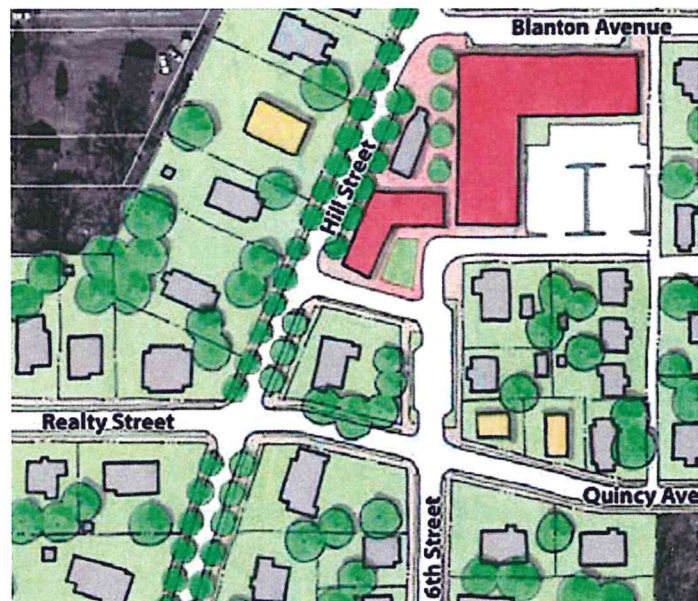


***Roadway and Traffic Operational Alternatives***

The recommended alternative roadway and operational improvements are generally intended to bring the existing system up to current standards for roadway design and traffic operations. Most of the projects also have safety, connectivity and accessibility benefits for the Redevelopment Area.

Realign intersection of North Hill Street at Blanton Avenue and North 6th Street to address safety concerns.

The intersection of North Hill Street at Blanton Avenue and North 6th Street has been identified for realignment due to its configuration as an irregular three-way approach intersection, North 6th Street meets North Hill Street and Blanton Avenue at a sharp angle. As a planning level concept, it is recommended that North 6th Street be closed south of Blanton Avenue which will eliminate the three-way intersection. As part of the realignment, Realty Street should be connected across North Hill Street and North 6th Street to Quincy Avenue. An intersection improvement at this location has been previously identified in the City of Griffin 2024 Comprehensive Plan.



Graphic showing proposed realignment of Blanton Avenue

Extend Bourbon Street to Elm Street to provide east-west roadway connection from Redevelopment Area to northwest Griffin.

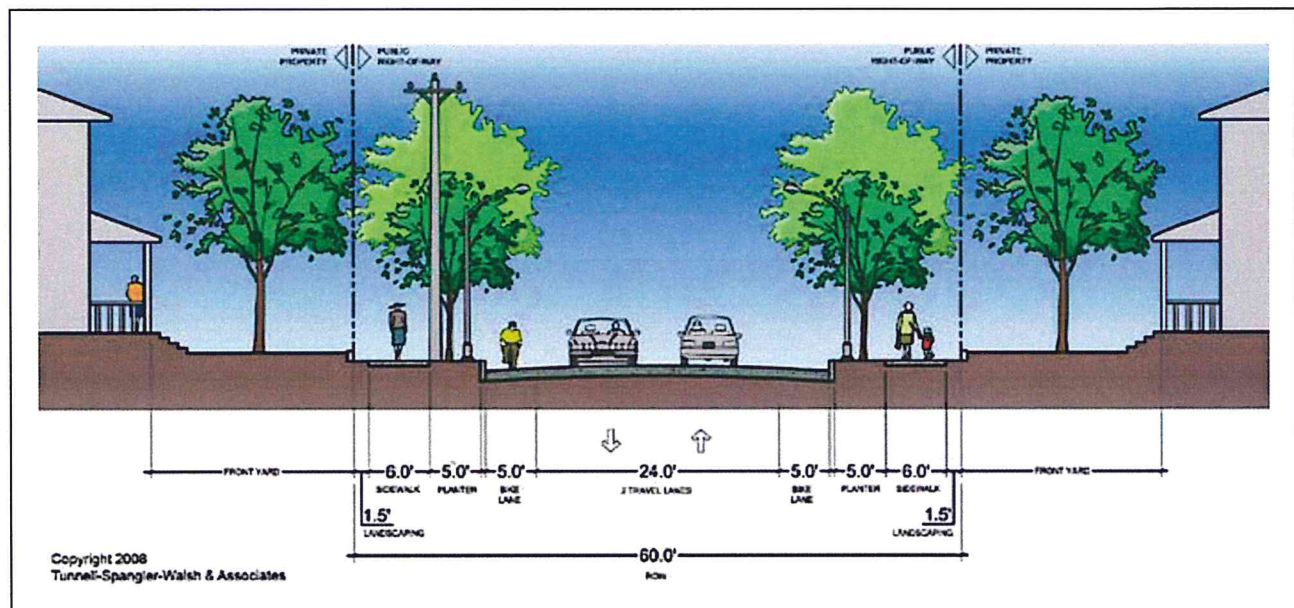
As noted, the east-west roadway connections decrease north of West Cherry Street. To provide better roadway connectivity and accessibility, it is recommended that Bourbon Street be extended to Elm Street. This extension will provide access to northwest Griffin and the area around the University of Georgia Griffin Campus. A connection to Elm Street was identified because there is an existing rail crossing at Elm Street and Experiment Street which allows a greater east-west connection. The intersection of Elm Street at Experiment Street is identified as one of the intersections slated for improvement in project SP-069B: Spalding County Intersection Improvement Program, Phase II. The roadway concept includes two, twelve-foot vehicle lanes and a six-foot sidewalk on one-side of the street.

Upgrade North Hill Street to a consistent cross-section with two through-lanes, curb, gutter, sidewalks and bicycle lanes from East/West Chappell Street to East McIntosh Road.

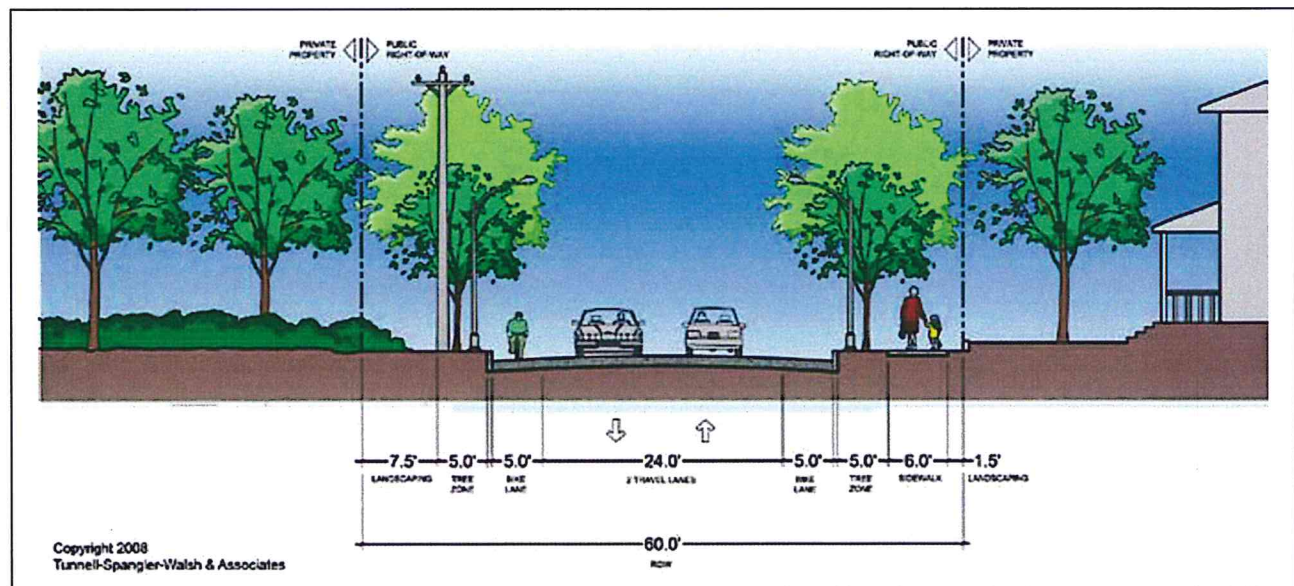
To provide a consistent character and design and accommodate vehicles, bicyclists, and pedestrians efficiently and safely, it is recommended that North Hill Street be upgraded to include curb and gutter, bicycle lanes, and sidewalks extending from East/West Chappell Street to East McIntosh Road. Currently, North Hill Street has an urban cross-section at the southern end of Redevelopment Area, but the cross-section quickly transitions to a rural cross-section. A consistent cross-section will provide a gateway



connection to the City of Griffin to the north and better accommodate traffic. Bicycle lanes and sidewalks should be added to increase alternative mode access to schools, commercial areas, and other corridor destinations, consistent with goals established by the City of Griffin and Spalding County. Sidewalks should be set back from the road and separated with a landscape buffer. The North Hill Street improvements include signal upgrades and the realignment of North Hill Street at East McIntosh Road.



Proposed cross-section with sidewalks on both sides

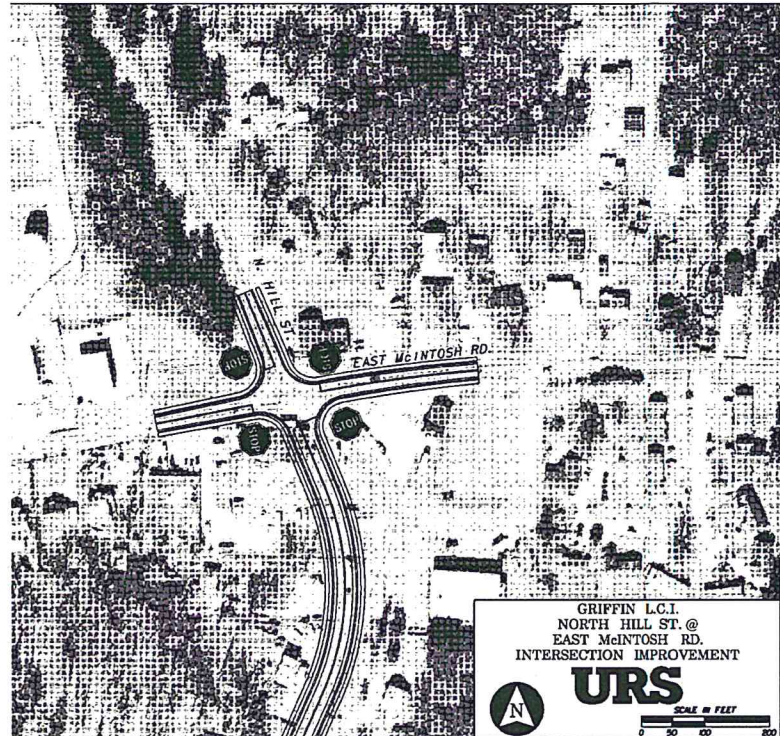


Proposed cross-section with sidewalks on one side



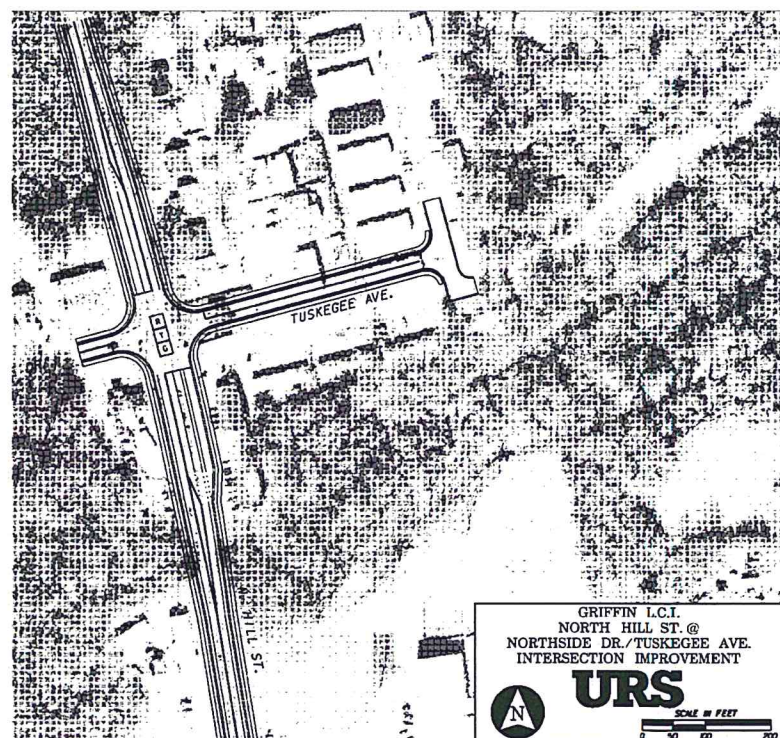
## Realign intersection of North Hill Street at East McIntosh Road to address safety concerns.

To address safety concerns at the North Hill Street and East McIntosh Road intersection, the intersection should be realigned to increase sight distances, straighten North Hill Street and meet current roadway design standards. For planning purposes, it is assumed that sidewalk connections are provided and that the intersection remains a four-way stop. A design-level traffic operational assessment should be conducted to identify the need for turning lanes or determine a signal warrant.



## Realign intersection of North Hill Street at Northside Drive and Tuskegee Avenue to address safety concerns.

The intersection of North Hill Street at Northside Drive and Tuskegee Avenue is currently considered a single intersection, controlled with a traffic signal. However, Northside Drive and Tuskegee Avenue do not align. Northside Drive is located just north of Tuskegee Avenue. It is recommended that Northside Drive and Tuskegee Avenue be realigned to a single through-street as redevelopment occurs. This will provide better east-west connectivity to Atkinson Elementary School and the commercial node at Northside Drive. A design-level traffic operational study should be conducted to identify need for turning lanes. Upgrades to the traffic controls and sidewalks are assumed. An intersection improvement at this location has been previously identified in the City of Griffin 2024 Comprehensive Plan.





## IX. Redevelopment Potential

The redevelopment of vacant and marginal land uses will result in new jobs, housing, and commercial uses within the Redevelopment Area as found in Table 12 below.

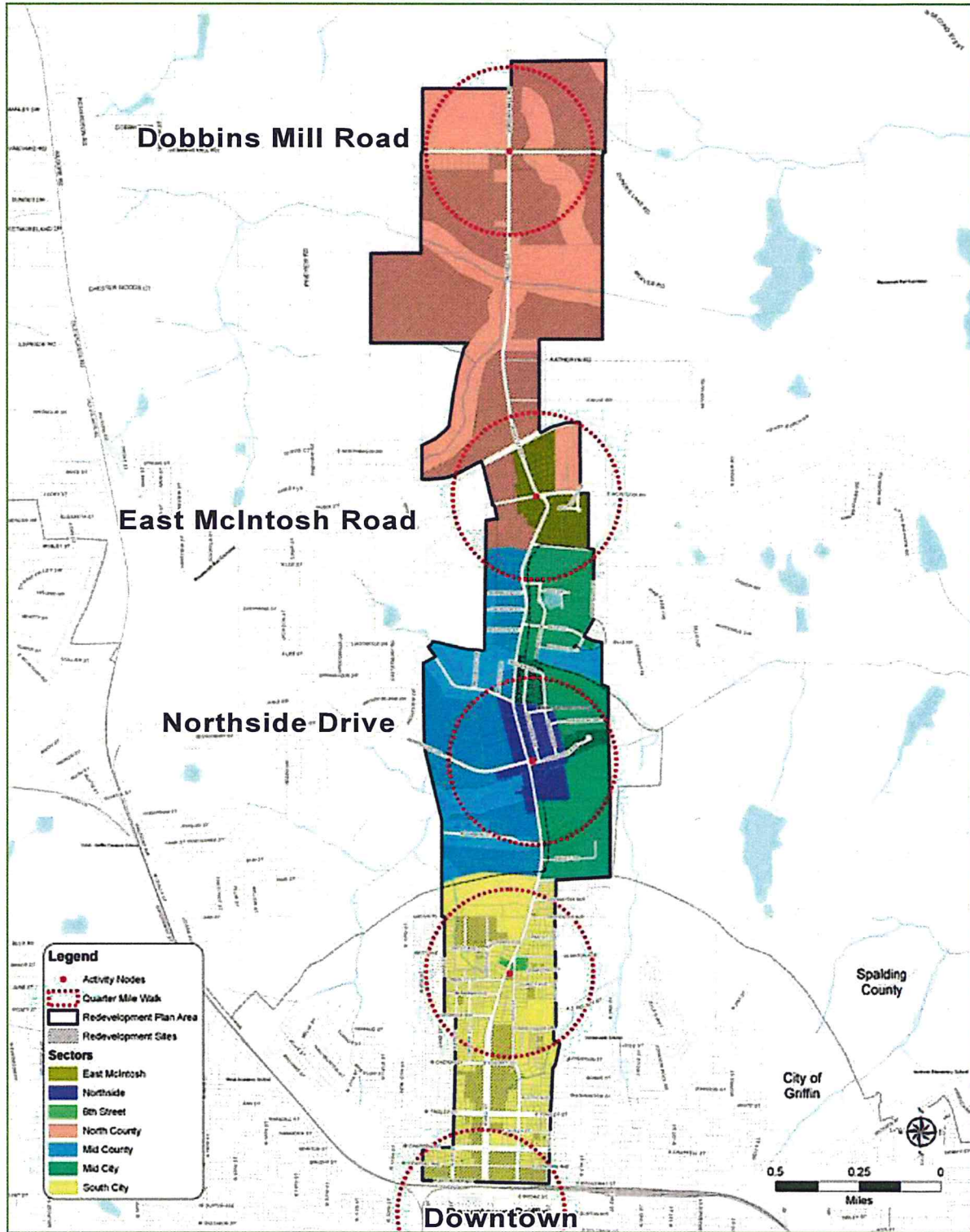
Table 12 represents a summary of gross anticipated new housing units, non-residential floor area, and jobs that could occur in the Redevelopment Area over the next 25 years. It is based upon the recommended land use program and recommended private sector land use development projects. The figures were calculated by first identifying sites likely to redevelop, then assigning a typical density to each land use. Where a specific development project is proposed, the figures were adjusted to reflect this concept. These figures are based on physical potential, not market demand. Development also does not include replacement and upgrade to existing buildings in the rehabilitation/replacement area.

**Table 12: Total New Development by Sector**

Sector	Acres	New Commercial S.F.	New Jobs	New Housing Units
6th Street	1.46	18,000	36	3
East McIntosh	27.55	169,300	339	53
Northside	32.47	71,500	143	111
Mid City	158.01	-	-	133
Mid County	139.61	49,984	100	822
North County	376.91	119,434	239	309
South City	146.69	281,513	563	526
<b>Totals</b>	<b>882.71</b>	<b>709,730</b>	<b>1,420</b>	<b>1,958</b>

*Note: Does not include sites identified as not subject to change, such as schools, stable neighborhoods, parks, or similar fixed facilities that are not likely to redevelop.*

**Figure 14: Redevelopment Areas**



**TABLE 10. SPALDING COUNTY PRIORITIZED RECOMMENDATIONS - ROADWAY AND INTERSECTION PROJECTS**

<b>Tier</b>	<b>MAP ID</b>	<b>Type</b>	<b>Name</b>
1	Int #3	Intersection	LCI Intersection #3: North Hill Street at E. McIntosh Rd
1	0008682	Roadway	CR 498/S McDonough Rd from SR 155 to SR 16 - SR 155 Relocation
1	CTP-01	Intersection	Jackson Rd at N McDonough Rd
1	CTP-02	Intersection	Orchard Hill Intersection Improvements: Johnston Rd / Macon Rd / S McDonough Rd & Macon Rd at Swint Rd
1	CTP-03	Intersection	Tri-County Crossing: Moreland Rd extension to Zebulon Rd with intersection improvements
2	CTP-04	Roadway	Airport Access Road
2	CTP-05	Roadway	Airport Entrance Road (Sapelo Road / Wild Plum Road) Widening and Improvement
2	CTP-06	Intersection	County Line Rd at Ethridge Mill Rd
2	CTP-07	Intersection	Signalize SR 16 at Wild Plum Road / Lakes at Green Valley
3	CTP-08	Intersection	Jackson Rd at Locust Grove Rd
3	CTP-09	Intersection	Old Atlanta Rd at Dobbins Mill Rd
3	0007870	Roadway	SR 155 Widening to Henry County Line
3	CTP-10	Intersection	SR 92 at Cowan Rd
4	0007871	Roadway	Griffin Bypass Phase 2
4	0010441	Roadway	Griffin Bypass Phase 3
4	ASP-SP-172	Roadway	SR 92 Widening
4	ASP-SP-169	Roadway	SR 16 Widening to Coweta County
4	0000294	Roadway	US 19/41 Widening to Henry County
4	0006972	Roadway	SR 362 from Kings Bridge Road to SR 3 / US 19
4	C-015	Roadway	E. McIntosh / Jackson Rd Widening



**FIGURE 22. SPALDING COUNTY PRIORITIZED RECOMMENDATIONS – ROADWAY AND INTERSECTION PROJECTS**

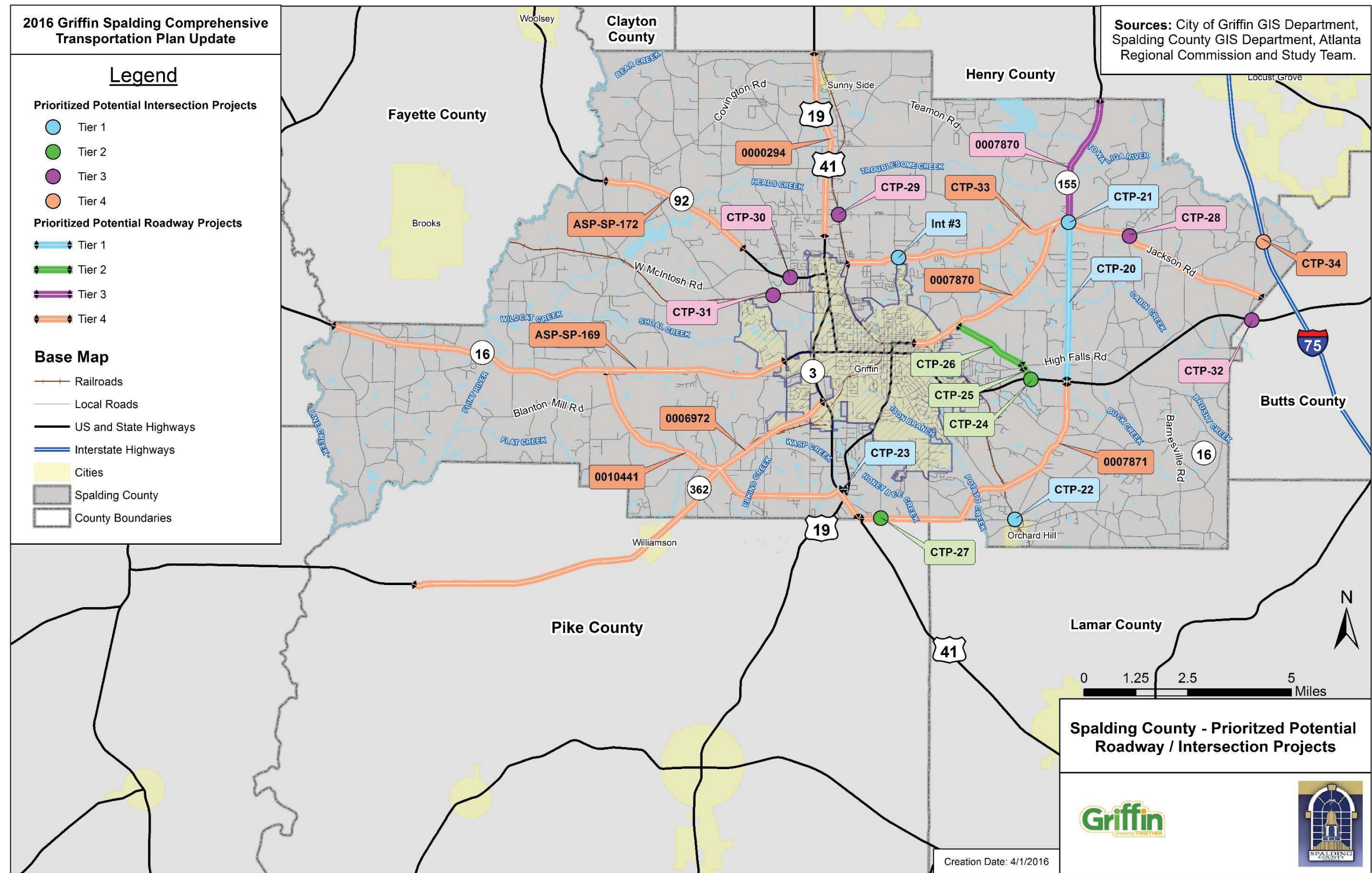


TABLE 18. CTP ACTION PLAN

Type	Location	Likely Sponsor	ID	Name	Estimated Cost	Possible Funding Sources
Intersection	City	City	Int #1	LCI Intersection #1: North Hill Street at Blanton Ave and N 6th St	\$ 1,500,000	STP, SPLOST, Local General Revenue
Intersection	City	City	Int #2	LCI Intersection #2: North Hill Street at Northside Dr. and Tuskegee Ave Roundabout	\$ 1,400,000	STP, STP- Safety, HISP, SPLOST, Local General Revenue
Intersection	County	County	Int #3	LCI Intersection #3: North Hill Street at E. McIntosh Rd	\$ 1,500,000	STP, SPLOST, Local General Revenue
Intersection	City	City	SPLOST-1	Solomon Street (Little 5 Points) Improvements	\$ 1,446,329	SPLOST
Intersection	City	City	SPLOST-2	Searcy Ave. at E. Broadway Street (SR 155)	\$ 240,000	SPLOST
Intersection	City	City	SPLOST-3	Cain St. at Everee Inn Road	\$ 427,500	SPLOST
Intersection	City	City	SPLOST-4	Spalding Dr. at SR 16	\$ 877,546	SPLOST, STP- Safety, HISP
Intersection	City	City	SPLOST-5	Hammond Dr. at W. Poplar St	\$ 643,531	SPLOST, STP- Safety, HISP
Intersection	City	City	SPLOST-6	College St.at Hamilton/ Kincaid St. (Intersection Improvement Program - Phase I)	\$ 675,825	SPLOST
Intersection	County	County	CTP-02	Orchard Hill Intersection Improvements: Johnston Rd/Macon Rd/S McDonough Rd & Macon Rd at Swint Rd	\$ 2,000,000	STP- Safety, HISP
Intersection	County	County	CTP-03	Tri-County Crossing: Moreland Rd extension to Zebulon Rd with intersection improvements	\$ 5,300,000	STP, STP- Safety, HISP, SPLOST, Local General Revenue
Intersection	County	State	CTP-01	Jackson Rd at N McDonough Rd	\$ 1,500,000	STP, SPLOST, Local General Revenue
Roadway	County	State	8682	CR 498/S McDonough Rd from SR 155 to SR 16 - SR 155 Relocation	\$ 9,721,000	STP, SPLOST, Local General Revenue
Bridge	City	City	255-0043-0	HILL STREET AT CABIN CREEK, IN GRIFFIN	\$ 1,250,000	State Bridge Fund, SPLOST, Local General Revenue
Bridge	County	County	113-0019-0	CR 360/MCINTOSH RD @ FLINT RIVER @ FAYETTE/SPALDING CO LINE	\$ 2,105,280	State Bridge Fund, SPLOST, Local General Revenue
Bridge	County	County	255-0040-0	JORDAN HILL ROAD AT TROUBLESOME CREEK, 4 MI N OF GRIFFIN	\$ 1,250,000	State Bridge Fund, SPLOST, Local General Revenue
Bridge	County	County	255-5044-0	N SECOND ST EXT. AT CABIN CREEK, 2 MI NE OF GRIFFIN	\$ 1,267,200	State Bridge Fund, HB 170
Bridge	County	County	255-0031-0	McDonough ROAD AT BUCK CREEK TRIB, 4 MI SE OF GRIFFIN	\$ 828,750	State Bridge Fund, HB 170
Bridge	County	County	255-0042-0	BIRDIE ROAD AT GRIFFIN RESERVOIR TRIB, 5 MI NW OF GRIFFIN	\$ 2,129,400	State Bridge Fund, HB 170
Bridge	County	County	255-0036-0	COUNTY LINE ROAD AT POTATO CREEK, 3 MI SE OF GRIFFIN	\$ 2,129,400	State Bridge Fund, HB 170
Bridge	County	County	255-5042-0	JORDAN HILL ROAD AT TOWALIGA RIVER TRIB, AT HENRY CO. LINE	\$ 1,415,700	State Bridge Fund, HB 170
Bridge	County	County	255-0030-0	HOLLONVILLE ROAD AT LINE CREEK TRIB, 12 MI W OF GRIFFIN	\$ 1,423,500	State Bridge Fund, HB 170
Bridge	County	County	255-0038-0	VAUGHN ROAD AT SHOAL CREEK, 6 MI W OF GRIFFIN	\$ 2,843,100	State Bridge Fund, HB 170
Bridge	County	County	255-0041-0	JORDAN HILL ROAD AT TROUBLESOME CREEK TRIB, 5 MI N OF GRIFFIN	\$ 1,415,700	State Bridge Fund, HB 170
Bridge	County	County	255-5009-0	MUSGROVE ROAD AT CABIN CREEK TRIB, 2 MI E OF GRIFFIN	\$ 1,179,750	State Bridge Fund, HB 170
Sidewalk	City	City	S01	S. Hill Street / SR 155: Milner Ave to Crescent Rd	\$ 222,576	SPLOST, Local General Revenue
Sidewalk	City	City	S04	Memorial Dr / SR 16: Hamilton Blvd to near Harlow Ave	\$ 241,288	SPLOST, Local General Revenue
Sidewalk	City	City	S05	N. 2nd St: Morris St to Johnson Pool Rd	\$ 355,530	SPLOST, Local General Revenue
Sidewalk	City	City	S06	Meriwether St / SR 362: Westwind Ct to Everee Inn Rd	\$ 616,515	SPLOST, Local General Revenue
Sidewalk	City / County	City / County	S07	Williamson Rd / SR 362: Carver Rd to US 19/41 SR 3 Bypass	\$ 548,561	SPLOST, Local General Revenue
Sidewalk	City	City	S08	N 3rd St: E Tinsley St to Kelsey St	\$ 374,242	SPLOST, Local General Revenue
Sidewalk	City / County	City / County	S13	E Broadway St / SR 155: Morris St to Jackson Elementary School	\$ 486,515	SPLOST, Local General Revenue
Sidewalk	City	City	S16	Ellis Rd: Crystal Brook to Experiment St	\$ 1,099,091	SPLOST, Local General Revenue
Sidewalk	County	County	S19	Futral Rd: Rhodes Ln to Spalding High School	\$ 374,242	SPLOST, Local General Revenue
Sidewalk	City / County	City / County	S30	N Hill St: Northside Dr to E. McIntosh Rd	\$ 863,712	SPLOST, Local General Revenue
Sidewalk	City / County	City / County	S31	Old Atlanta Rd: Mcintosh Rd / Experiment St to E McIntosh Rd	\$ 486,515	SPLOST, Local General Revenue
Sidewalk	City	City	S33	Pimento Ave: Meriwether St to Beck St	\$ 247,197	SPLOST, Local General Revenue
Sidewalk	City / County	City / County	S42	Wilson Rd: Futral Rd to Arthur K Bolton Pkwy/SR 16	\$ 664,773	SPLOST, Local General Revenue
Sidewalk	City	City	S43	Woodland Dr: Milner Ave to Crescent Rd	\$ 367,348	SPLOST, Local General Revenue
Bikeway	City	City	B-1	Fairmont School SPLOST Trail 1	\$ 214,973	STP TAP, SPLOST
Bikeway	City	City	B-2	Fairmont School SPLOST Trail 2	\$ 35,261	STP TAP, SPLOST
Bikeway	City	City	B-3	Fairmont School SPLOST Trail 3	\$ 223,102	STP TAP, SPLOST
Bikeway	City	City	B-4	Fairmont School SPLOST Trail 4	\$ 225,409	STP TAP, SPLOST
Trail	County / City	County / City	T-1	Low-Cost / High-Visibility Trail/Greenway Pilot Project	\$ 4,600,000	STP TAP, SPLOST



# PLAN AND PROFILE OF PROPOSED NORTH HILL STREET AT EAST McINTOSH ROAD (INTERSECTION #3 IMPROVEMENTS)

3RD CONGRESSIONAL DISTRICT  
LAND LOT 160 of the 3rd LAND DISTRICT  
SPALDING COUNTY, GEORGIA

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA			

**OWNERS:**  
SPALDING COUNTY  
119 EAST SOLOMON STREET  
GRIFFIN, GEORGIA 30223  
(770) 467-4233

**PROJECT NOTE:**  
100% OF PROJECT CONSTRUCTION IS WITHIN THE 3RD  
CONGRESSIONAL DISTRICT AND IN SPALDING COUNTY, GEORGIA,  
COUNTY NUMBER 255.

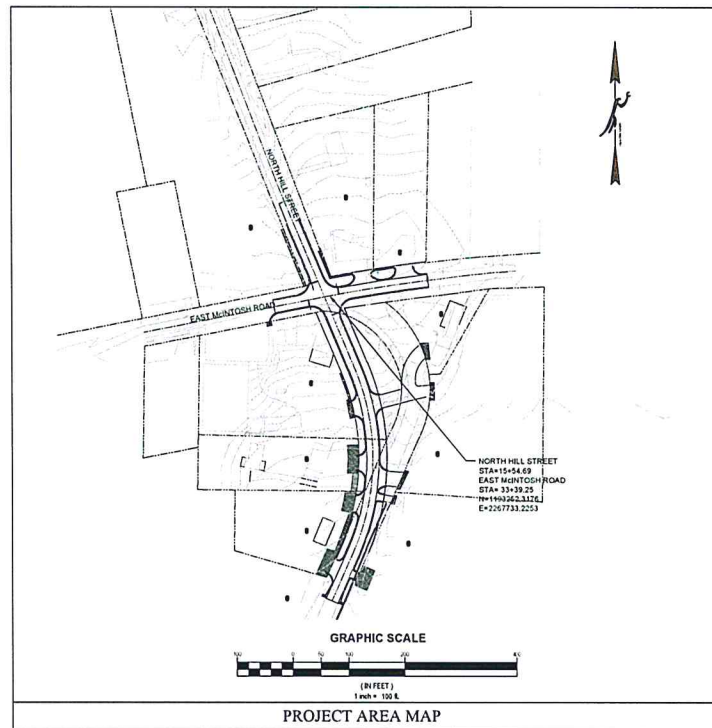
**SPECIFICATION NOTE:**  
PROJECT TO BE CONSTRUCTED AS PER GEORGIA DEPARTMENT  
OF TRANSPORTATION STANDARD SPECIFICATIONS, 2001 EDITION,  
AS APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION AND  
AS MODIFIED BY CONTRACT DOCUMENTS.

**SURVEY AND COORDINATE DATA:**  
HORIZONTAL DATUM - NAD 83 / 94  
VERTICAL DATUM - 1988  
COORDINATE ZONE - GEORGIA WEST

**MID-POINT COORDINATES:**  
STA: 13+39.25  
N 1193063.4947  
E 2267806.8562

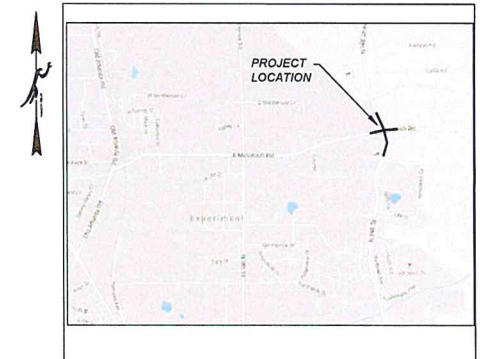
**PROJECT DATA:**  
DISTURBED AREA : 1.05 ACRES  
AN NOI IS REQUIRED FOR THIS PROJECT

PLANS PREPARED BY:



THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE AN INDICATION OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND THE DEPARTMENT OF TRANSPORTATION IN ANY WAY. THE ATTENTION OF THE BIDDER IS SPECIFICALLY DIRECTED TO SUBSECTIONS 102.14, 102.05, AND 104.03 OF THE GEORGIA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES.

LENGTH OF PROJECT	
DESCRIPTION	MILES
NET LENGTH OF PROJECT	0.22



VICINITY MAP  
NTS

PLANS COMPLETED UNDER THE SUPERVISION OF:

SEAN PAUL HAYES, P.E. #033637

DATE:

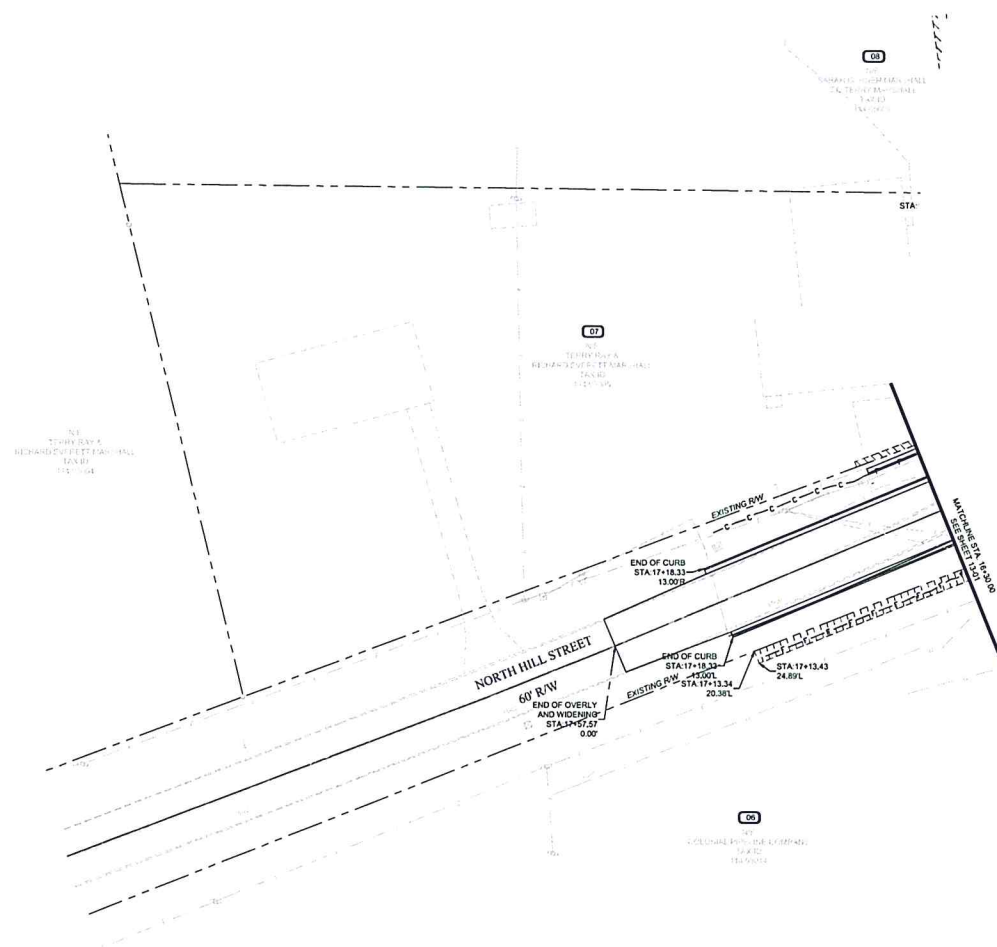


PLANS COMPLETED 1/13/2015		
REVISIONS	BY	DATE

GSWCC# 0000058941

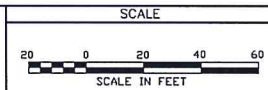


STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA			



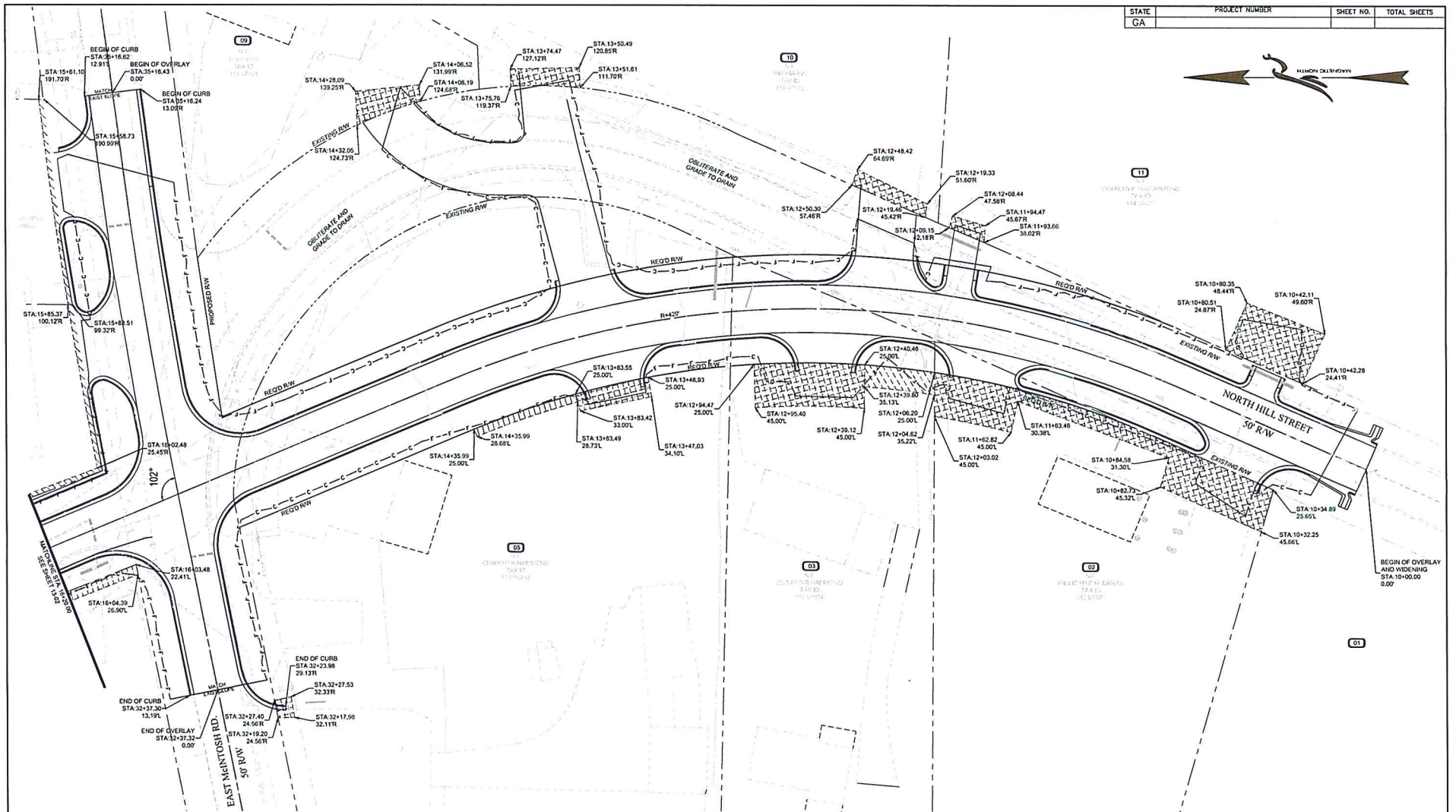
PROPERTY AND EXISTING R/W LINE	
REQUIRED R/W LINE	
CONSTRUCTION LIMITS	
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	
EASEMENT FOR CONSTR OF SLOPES	
EASEMENT FOR CONSTR OF DRIVES	

BEGIN LIMIT OF ACCESS.....BLA	
END LIMIT OF ACCESS.....ELA	
LIMIT OF ACCESS	
REQ'D R/W & LIMIT OF ACCESS	



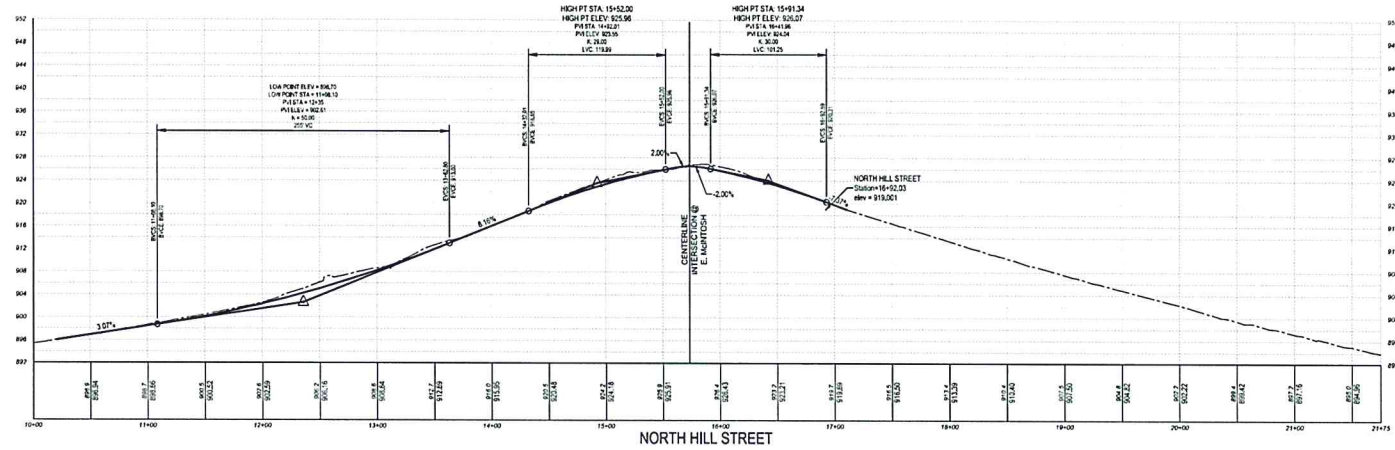
REVISION	DATE	DESCRIPTION

CITY OF GRIFFIN SPALDING COUNTY, GEORGIA N. HILL STREET INTERSECTION IMPROVEMENTS CONSTRUCTION PLAN	INTERSECTION #3 N. HILL ST @ E. McINTOSH RD.	DRAWING No. 13-02
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<p>PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR &amp; MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES</p>	<p>BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA LIMIT OF ACCESS REQ'D R/W &amp; LIMIT OF ACCESS</p>	<p><b>ELCON DESIGN</b> ENGINEERING &amp; SURVEYING 1111 W. 14TH STREET, SUITE 100 ATLANTA, GEORGIA 30340 PH: 404.525.1111 FAX: 404.525.1112 WWW.ELCONDESIGN.COM</p>	<p>SCALE 20 0 20 40 60 SCALE IN FEET</p>	<p>REVISION DATES</p>	<p>CITY OF GRIFFIN SPALDING COUNTY, GEORGIA N. HILL STREET INTERSECTION IMPROVEMENTS CONSTRUCTION PLAN INTERSECTION #3 N. HILL ST @ E. McINTOSH RD. DRAWING No. 13-01</p>
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STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA			



<p>PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR &amp; MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES</p>	<p>BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA LIMIT OF ACCESS REQ'D R/W &amp; LIMIT OF ACCESS</p>		<p>SCALE</p> <p>SCALE IN FEET</p>	<p>REVISION DATES</p> <table border="1"> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>									<p>CITY OF GRIFFIN SPALDING COUNTY, GEORGIA N. HILL STREET INTERSECTION IMPROVEMENTS MAINLINE PROFILE</p> <p>INTERSECTION #3 N. HILL ST @ E. MCINTOSH RD.</p> <p>DRAWING NO. 15-01</p>



## SPALDING COUNTY BOARD OF COMMISSIONERS FAHP Funding Procurement Policy

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**Requesting Agency**

County Manager

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**Requested Action**

Consider approval of Spalding County Policy for Competitive Negotiation Qualifications-based Selection for Projects Using Federal Aid Highway Program (FAHP) Funding.

---

**Requirement for Board Action**

In order for the County to be LAP (Locally Administered Project) Certified we must adopt this policy for the use of FAHP funds.

---

**Is this Item Goal Related?**

No

---

**Summary and Background**

Required for LAP Certification

---

**Fiscal Impact / Funding Source**

n/a

---

**STAFF RECOMMENDATION**

Approval

---

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> FAHP Procurement Policy	3/15/2017	Backup Material

## **Spalding County Policy for Competitive Negotiation Qualifications-based Selection for Projects Using Federal Aid Highway Program (FAHP) Funding**

Except as provided in (2) and (3) below, Spalding County shall use the competitive negotiation method for the procurement of engineering and design related services when FAHP funds are involved in the contract (as specified in 23 U.S.C. 112(b)(2)(A)). The solicitation, evaluation, ranking, selection, and negotiation shall comply with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. 1101–1104, commonly referred to as the Brooks Act.

In accordance with the requirements of the Brooks Act, the following procedures shall apply to the competitive negotiation procurement method:

### **(I.) Solicitation.**

The solicitation process shall be by public announcement, public advertisement, or any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of the contract. Procurement procedures may involve a single step process with issuance of a request for proposal (RFP) to all interested consultants or a multiphase process with issuance of a request for statements or letters of interest or qualifications (RFQ) whereby responding consultants are ranked based on qualifications and request for proposals are then provided to three or more of the most highly qualified consultants. Minimum qualifications of consultants to perform services under general work categories or areas of expertise may also be assessed through a prequalification process whereby statements of qualifications are submitted on an annual basis. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under an RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

### **(II.) Request for Proposal (RFP).**

The RFP shall provide all information and requirements necessary for interested consultants to provide a response to the RFP and compete for the solicited services. The RFP shall:

- (A) Provide a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications of consultants necessary for the services to be rendered. The scope of work should detail the purpose and description of the project, services to be performed, deliverables to be provided, estimated schedule for performance of the work, and applicable standards, specifications, and policies;
- (B) Identify the requirements for any discussions that may be conducted with three (3) or more of the most highly qualified consultants following submission and evaluation of proposals;

(C) Identify evaluation factors including their relative weight of importance in accordance with subparagraph (a)(1)(iii) of this section;

(D) Specify the contract type and method(s) of payment to be utilized in accordance with § 172.9;

(E) Identify any special provisions or contract requirements associated with the solicited services;

(F) Require that submission of any requested cost proposals or elements of cost be in a concealed format and separate from technical/qualifications proposals as these shall not be considered in the evaluation, ranking, and selection phase; and

(G) Provide a schedule of key dates for the procurement process and establish a submittal deadline for responses to the RFP which provides sufficient time for interested consultants to receive notice, prepare, and submit a proposal, which except in unusual circumstances shall be not less than 14 days from the date of issuance of the RFP.

### (III.) Evaluation Factors.

(A) Criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services must assess the demonstrated competence and qualifications for the type of professional services solicited. These qualifications-based factors may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.

(B) Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.

(C) In-State or local preference shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a jurisdiction may be established as a requirement which attests to the minimum qualifications and competence of a consultant to perform the solicited services.

(D) The following non-qualifications based evaluation criteria are permitted under the specified conditions and provided the combined total of these criteria do not exceed a nominal value of ten percent of the total evaluation criteria to maintain the integrity of a qualifications-based selection:

(1) A local presence may be used as a nominal evaluation factor where appropriate. This criterion shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

(2) The participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants may be used as a nominal evaluation criterion where appropriate in accordance with 49 CFR Part 26 and Spalding County's FHWA-approved DBE program.

(IV.) Evaluation, Ranking, and Selection.

(A) Consultant proposals shall be evaluated by Spalding County based on the criteria established and published within the public solicitation.

(B) While the contract will be with the prime consultant, proposal evaluations shall consider the qualifications of the prime consultant and any sub-consultants identified within the proposal with respect to the scope of work and established criteria.

(C) Following submission and evaluation of proposals, Spalding County shall conduct interviews or other types of discussions determined three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFP. Discussion requirements shall be specified within the RFP and should be based on the size and complexity of the project as defined in Spalding County written policies and procedures (as specified in § 172.5(c)). Discussions may be written, by telephone, video conference, or by oral presentation/interview. Discussions following proposal submission are not required provided proposals contain sufficient information for evaluation of technical approach and qualifications to perform the specific project, task, or service with respect to established criteria.

(D) From the proposal evaluation and any subsequent discussions which have been conducted, Spalding County shall rank, in order of preference, at least three consultants determined most highly qualified to perform the solicited services based on the established and published criteria.

(E) Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.

(F) Spalding County shall retain acceptable documentation of the solicitation, proposal, evaluation, and selection of the consultant accordance with the provisions of 49 CFR 18.42.

(V.) Negotiation.

(A) Independent estimate. Prior to receipt or review of the most highly qualified consultant's cost proposal, Spalding County shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation and ensuring the consultant services are obtained at a fair and reasonable cost.

(B) Elements of contract costs (e.g., indirect cost rates, direct salary or wage rates, fixed fee, and other direct costs) shall be established separately in accordance with § 172.11.

(C) If concealed cost proposals were submitted in conjunction with technical/qualifications proposals, only the cost proposal of the consultant with which negotiations are initiated may be considered. Concealed cost proposals of consultants with which negotiations are not initiated should be returned to the respective consultant due to the confidential nature of this data (as specified in 23 U.S.C. 112(b)(2)(E)).

(D) Spalding County shall retain documentation of negotiation activities and resources used in the analysis of costs to establish elements of the contract in accordance with the provisions of 49 CFR 18.42. This documentation shall include the consultant cost certification and documentation supporting the acceptance of the indirect cost rate to be applied to the contract (as specified in § 172.11(c)).

(2) Small Purchases.

The small purchase method involves procurement of engineering and design related services where an adequate number of qualified sources are reviewed and the total contract costs do not exceed an established simplified acquisition threshold. Spalding County may use the State's small purchase procedures which reflect applicable State laws and regulations for the procurement of engineering and design related services provided the total contract costs do not exceed the Federal simplified acquisition threshold (as specified in 48 CFR 2.101). When a lower threshold for use of small purchase procedures is established in State law, regulation, or policy, the lower threshold shall apply to the use of FAHP funds. The following additional requirements shall apply to the small purchase procurement method:

(I.) The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures.



(II.) A minimum of three consultants are required to satisfy the adequate number of qualified sources reviewed.

(III.) Contract costs may be negotiated in accordance with State small purchase procedures; however, the allow ability of costs shall be determined in accordance with the Federal cost principles.

(IV.) The full amount of any contract modification or amendment that would cause the total contract amount to exceed the established simplified acquisition threshold would be ineligible for Federal-aid funding. The FHWA may withdraw all Federal-aid from a contract if it is modified or amended above the applicable established simplified acquisition threshold.

(3) Noncompetitive.

The noncompetitive method involves procurement of engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procurement methods. The following requirements shall apply to the noncompetitive procurement method:

(I.) Spalding County may use their own noncompetitive procedures which reflect applicable State and local laws and regulations and conform to applicable Federal requirements.

(II.) Spalding County shall establish a process to determine when noncompetitive procedures will be used and shall submit justification to, and receive approval from, the FHWA before using this form of contracting.

(III.) Circumstances under which a contract may be awarded by noncompetitive procedures are limited to the following:

(A) The service is available only from a single source;

(B) There is an emergency which will not permit the time necessary to conduct competitive negotiations; or

(C) After solicitation of a number of sources, competition is determined to be inadequate.

(IV.) Contract costs may be negotiated in accordance with the Spalding County noncompetitive procedures; however, the allow ability of costs shall be determined in accordance with the Federal cost principles.

## Additional Procurement Requirements.

### (1) Common Grant Rule.

(I.) Spalding County must comply with procurement requirements established in State and local laws, regulations, policies, and procedures which are not addressed by or in conflict with applicable Federal laws and regulations (as specified in 49 CFR 18.36).

(II.) When State and local procurement laws, regulations, policies, or procedures are in conflict with applicable Federal laws and regulations, Spalding County must comply with Federal requirements to be eligible for Federal-aid reimbursement of the associated costs of the services incurred following FHWA authorization (as specified in 49 CFR 18.4).

### (2) Disadvantaged Business Enterprise (DBE) program.

(I.) Spalding County shall give consideration to DBE consultants in the procurement of engineering and design related service contracts subject to 23 U.S.C. 112(b)(2) in accordance with 49 CFR part 26. When DBE program participation goals cannot be met through race-neutral measures, additional DBE participation on engineering and design related services contracts may be achieved in accordance with Spalding County's FHWA approved DBE program through either:

(A) Use of an evaluation criterion in the qualifications-based selection of consultants (as specified in § 172.7(a)(1)(iii)(D)); or

(B) Establishment of a contract participation goal.

(II.) The use of quotas or exclusive set-asides for DBE consultants is prohibited (as specified in 49 CFR 26.43).

### (3) Suspension and Debarment.

Spalding County must verify suspension and debarment actions and eligibility status of consultants and sub-consultants prior to entering into an agreement or contract in accordance with 49 CFR 18.35 and 2 CFR part 180.



## SPALDING COUNTY BOARD OF COMMISSIONERS Title VI Assurances

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**Requesting Agency**

County Manaer

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**Requested Action**

Consider approval of Title VI Non-Discrimination Agreement between the Georgia Department of Transportation and Spalding County for FAHP funded projects.

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**Requirement for Board Action**

Required by GDOT for LAP Certification

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**Is this Item Goal Related?**

No

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**Summary and Background**

Part of the LAP Certification process.

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**Fiscal Impact / Funding Source**

n/a

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**STAFF RECOMMENDATION**

Approval

---

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Title VI - Non-Discrimination Agreement	3/16/2017	Cover Memo

# TITLE VI NON-DISCRIMINATION AGREEMENT

## The Georgia Department of Transportation and

Spalding County Board of Commissioners

***Name of Recipient***

### Policy Statement

The ***(Name of Recipient)*** Spalding County Board of Commissioners, *hereinafter referred to as the "Recipient"* assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include **all** programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not.

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient's ***(Name of person/division)*** William P. Wilson, Jr., County Manager, is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation 21.

Name of Responsible Agency Official (Please Print)

Bart Miller

Chairman, Spalding County Board of Commissioners

Title

March 20, 2017

Date

# Title VI Program

## Organization and Staffing

Pursuant to 23 CFR 200, **(Name of Recipient)** Spalding County Board of Commissioners has appointed a Title VI Specialist who is responsible for **Attachment 1**, which describes the hierarchy for **(Name of Recipient)'s** Spalding County's Title VI Program, including an organization's chart illustrating the level and placement of Title VI responsibilities.

## Assurances

### 49 CFR Part 21.7

The Spalding County Board of Commissioners, hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are Federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:
  - List all major programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as **Attachment 2** to this Nondiscrimination Agreement.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Georgia Department of Transportation (GDOT) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.
5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements.

***The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.***

6. That the Recipient shall insert the clauses of Appendix A of this Agreement in every contract subject to the Act and the Regulations.
7. That the Recipient shall insert the clauses of Appendix B of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.
9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

# Implementation Procedures

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The recipient shall:

1. Issue a policy statement, signed by the head of the recipient, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by GDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.
3. Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the recipient. This unit shall contain a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately staff the civil rights unit to effectively implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report

of investigation, will be forwarded to GDOT's Office of Equal Employment Opportunity (OEEO) within 10 days of the date the complaint was received by the recipient.

6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the programs and activities conducted by the recipient.
7. Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.

**a) Annual Work Plan**

Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

**b) Accomplishment Report**

List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Specialist and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Specialist. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.



# Discrimination Complaint Procedure

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Specialist for review and action.
2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:
  - a) The date of alleged act of discrimination; or
  - b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Specialist. If necessary, the Title VI Specialist will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.
4. Within 10 days, the Title VI Specialist will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as GDOT and USDOT.
5. The recipient will advise GDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to GDOT:
  - a) Name, address, and phone number of the complainant.
  - b) Name(s) and address (es) of alleged discriminating official(s).
  - c) Basis of complaint (i.e., race, color, national origin or sex)
  - d) Date of alleged discriminatory act(s).
  - e) Date of complaint received by the recipient.
  - f) A statement of the complaint.

- g) Other agencies (state, local or Federal) where the complaint has been filed.
  - h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.
- 6. Within 60 days, the Title VI Specialist will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
  - 7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with GDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Specialist will also provide GDOT with a copy of this decision and summary of findings upon completion of the investigation.
  - 8. Contact for GDOT's Title VI staff is as follows:

Georgia Department of Transportation  
Office of Equal Opportunity, Title VI/ Program  
600 West Peachtree Street, N.W. 7<sup>th</sup> Floor  
Atlanta, GA 30308  
(404) 631-1497

# Sanctions

In the event the recipient fails or refuses to comply with the terms of this agreement, the GDOT may take any or all of the following actions:

- a) Cancel, terminate, or suspend this agreement in whole or in part;
- b) Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.
- d) Refer the case to the Department of Justice for appropriate legal proceedings.

## SIGNED FOR THE GEORGIA DEPARTMENT OF TRANSPORTATION:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## NAME OF RECIPIENT:

\_\_\_\_\_  
Signature Bart Miller

\_\_\_\_\_  
Chairman, Spalding County Board of Commissioners

\_\_\_\_\_  
Title

\_\_\_\_\_  
March 20, 2017

\_\_\_\_\_  
Date

# Appendix A

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

## **1. Compliance with Regulations**

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

## **2. Non-discrimination**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

## **3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

## **4. Information and Reports**

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to GDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

## **5. Sanctions for Non-compliance**

In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

## **6. Incorporation of Provisions**

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request GDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

## Appendix B

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

### GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with an in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, the Department of Transportation GDOT (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Georgia all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

### HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Georgia, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Georgia, its successors, and assigns.

The state of Georgia, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)\* (2) that the state of Georgia, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.<sup>1</sup>

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<sup>1</sup> Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

## Appendix C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by (Recipient) pursuant to the provisions of Assurance 8.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease has never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Georgia State Department of Transportation pursuant to the provisions of Assurance 8.

The LESSEE, or himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.



## SPALDING COUNTY BOARD OF COMMISSIONERS T-SPLOST

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**Requesting Agency**

Commissioner Hawbaker

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**Requested Action**

Discussion of T-SPLOST referendum on November

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**Requirement for Board Action**

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**Is this Item Goal Related?**

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**Summary and Background**

November 7, 2017 would be the date for the election. If we have an Intergovernmental Agreement with the City a maximum of 1% could be levied. Increments of .05 below maximum. Without an IGA with the City the maximum would be .75%

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**Fiscal Impact / Funding Source**

A 1% T-SPLOST would generate approximately \$840,000 per year but would require an IGA with City.

A .75% T-SPLOST would generate approximately \$6,300,000 per year. The time limit for a T-SPLOST is a maximum of 5 years.

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**STAFF RECOMMENDATION**

n/a

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**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> ACCG 2017 Legislative Toolkit	3/9/2017	Backup Material



A low-angle, upward-looking photograph of the Georgia State Capitol dome. The dome is covered in gold leaf and features a statue of Liberty at the top. The building's facade is made of light-colored stone with classical architectural details like columns and pediments. The sky is a clear, bright blue.

# 2017 LEGISLATIVE *toolkit*

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Dear ACCG Members and Partners in County Government,

Georgia has become recognized as a national leader in business and in many policy areas. It is the collaboration between the State and its local governments that contribute to that success and notoriety. The collaborative efforts between the state's key government leaders, from all levels, produces a foundational partnership that is critical to positioning Georgia as a national model regarding public policy. In efforts to build upon that partnership, ACCG is providing its members and partners in county government with the 2017 Legislative Toolkit. The 2017 ACCG Legislative Toolkit will inform individuals about key issues of significance to counties with policy briefs on the association's top five priorities and the Legislative Agenda as defined by the entire ACCG membership.

As you will see in the enclosed document, ACCG's top priorities for the 2017 session include Next Generation of 9-1-1 Services; Reforms to the Title Ad Valorem Tax Program; Single County TSPLOST Reform; Georgia Agriculture Tax Exemption (GATE) Reform; and Incorporation of New Cities, Annexation, and Deannexation. The enclosed policy briefs include more detail on each issue including background information as it pertains to county governments, the status of the issue, and talking points. As there are a number of issues that will arise during the session that will impact counties, ACCG has also included the Legislative Agenda which outlines additional anticipated items it will actively pursue.

ACCG hopes this information will contribute to constructive and productive dialogue that will result in a benefit to Georgians everywhere. The association looks forward to continuing its work of advancing Georgia's counties while best serving in its role as a key player in the state's government arena. County officials and partners in county government are encouraged to use this toolkit throughout the legislative process. Please do not hesitate to contact a member of the association if they can be of any assistance as all public officials work to progress Georgia's position as a national model for effective and efficient government.



Sincerely,

Tommy Lyon  
ACCG President and Elbert County Chairman



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### EXECUTIVE DIRECTOR

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# 2017

## TOP 5 LEGISLATIVE PRIORITIES

### Next Generation of 9-1-1 Services

Rapidly changing technology will require greater coordination and centralization of activities involving Georgia's 9-1-1 system. ACCG calls for the creation of a Local Government 9-1-1 Authority that will provide leadership to maximize existing revenue sources which fund 9-1-1 systems by providing parity in 9-1-1 fees assessed to all devices and methods by which a 9-1-1 center may receive communication.

### Reforms to the Title AD Valorem Tax Program

ACCG believes a number of reforms to the current title ad valorem tax (TAVT) system are necessary to ensure that local governments realize the full benefit of this key revenue source. ACCG therefore calls for parity in treatment between new and used cars regarding valuation for tax purposes, eliminating a key avenue for abuse by vehicle sellers. ACCG also calls for the end to the annual statewide cap on the dollar amount of revenue local governments receive from TAVT.

### Single County T-SPLOST Reform

Beginning July 1, 2017, every county will have access to a new tool for funding a broad array of transportation needs. To gain the support of local voters, local officials should have maximum flexibility in designing a program that meets their local needs. ACCG is seeking several changes to the Single County T-SPLOST legislation to add flexibility and to allow local governments to customize the Single County T-SPLOST referendum for their constituents.

### Georgia Agriculture Tax Exemption Reform

The Georgia Agriculture Tax Exemption (GATE) Program has a significant impact on local sales tax revenues, and the broad language in the law invites abuse of the exemption. The Department of Agriculture also lacks a number of key tools to investigate and prevent abuse of GATE cards. To help eliminate the potential for abuse of the exemption, ACCG believes new legislation should tighten enforcement of, eligibility for, and use of GATE cards and require detailed annual reporting regarding GATE's fiscal impact on local governments and the state.

### Incorporation of New Cities, Annexation, and Deannexation

While annexation and incorporation may be appropriate, these processes may be abused when their primary objectives are circumventing a county's land use plan, zoning or other ordinances, or shifting limited fiscal resources while not assuming appropriate service delivery responsibilities. ACCG seeks meaningful changes to add more structure, predictability, and impact assessment to the incorporation process.

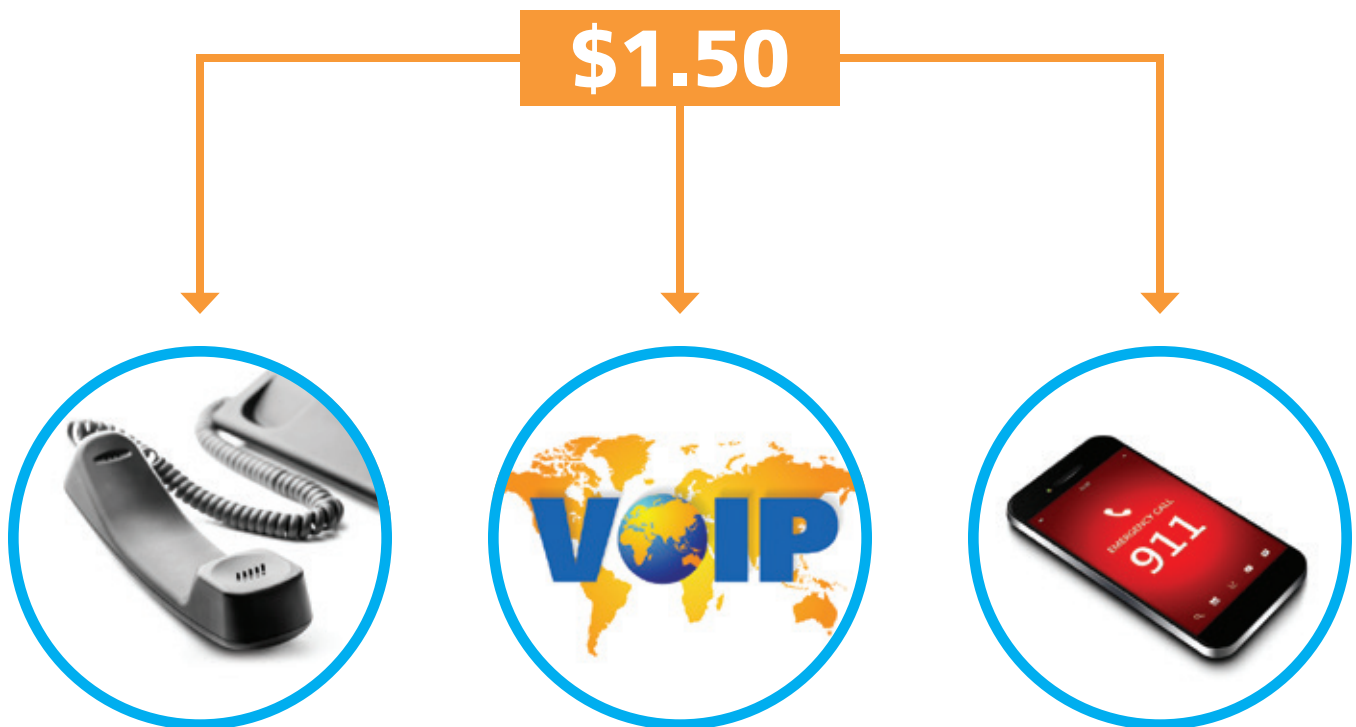


# ISSUE: Next Generation *of* 9-1-1 Services

## BACKGROUND

The original funding structure for 9-1-1 in Georgia was a surcharge of \$1.50 added to the bill for landline phone services. The advent of wireless phone service resulted in additional 9-1-1 fees, and finally prepaid cell phone service providers were assessed a 75 cent fee because of their increased use. Initially, the prepaid cell phone fee generated additional revenues for the operation of 9-1-1 centers, but this has changed. Landline services have nearly become obsolete as mobile phones are now the primary phone used by a vast majority of consumers and voice over internet providers (VoIP) have increased in popularity. Further impacting the revenue stream for 9-1-1 centers, most cellular providers are transitioning to a prepaid model for which the 9-1-1 fee is only 75 cents, half of the \$1.50 monthly fee assessed on all other phone lines.

With the implementation of next generation 9-1-1 service, it is likely the current funding model will undergo additional changes. Thus, developing a funding model based on next generation 9-1-1 may be premature. Adjusting the current model during transition will provide additional resources for the operation of the 9-1-1 centers.



## COUNTY INTEREST


Public safety is one of the many essential services counties provide to their constituents. The factors regarding the current 9-1-1 funding model have severely impacted revenue going to the 9-1-1 centers for operational expenses. Wireless providers currently have the ability to bill public safety answering points (PSAP's) up to 45 cents of the \$1.50 fee for cost recovery for the infrastructure. This represents almost a third of the 9-1-1 fees received for the operation of the 9-1-1 center diverted away from the centers.

## STATUS

A stakeholder group consisting of telecom representatives, county commissioners and representatives have met numerous times and have tentatively agreed on legislation that would create a Local Government 9-1-1 Authority. The proposed Local Government 9-1-1 Authority would provide statewide coordination, centralized collection of 9-1-1 fees, and auditing.

## TALKING POINTS

- The inequity in prepaid wireless rates should be eliminated making the 9-1-1 fee \$1.50 per month for all types of services.
- The cost recovery provision for billing PSAP's should be eliminated. Wireless providers should retain the ability to charge their subscribers a cost recovery fee, but not the PSAP's.
- The creation of a Local Government 9-1-1 Authority will provide statewide coordination, auditing of telephone service suppliers conducting business in Georgia, and centralized collection of 9-1-1 fees that will be remitted back to the jurisdiction for which they were collected.



**The creation of a Local Government 9-1-1 Authority will centralize collections and help ensure fees are remitted back to the appropriate jurisdiction.**



# ISSUE: Reforms *to* Title Ad Valorem Tax Program

## BACKGROUND

Legislation passed by the Georgia General Assembly in 2012 created the Title Ad Valorem system, also known as TAVT, for certain motor vehicles purchased after March 1, 2013. TAVT is calculated on a vehicle's taxable value, which is determined by establishing the vehicle's fair market value (FMV), subtracting the value of any trade-in vehicle from that amount, and then multiplying the difference by the applicable tax rate. ACCG believes two issues with TAVT should be addressed by legislation in 2017: allocation of TAVT revenue between local governments and the state and valuation of used vehicles and trade-ins for tax valuation purposes.

## Revenue Share

The local percentage share of TAVT revenue automatically increases on an annual basis until 2022 but is overridden in a given year if actual local revenues on a statewide basis exceed or fall short of the "local target collection" by 1 percent or more. When local revenues exceed the target, the state reduces the local percentage share of TAVT for the following year.





## Valuation of Used Vehicles & Trade-Ins

The FMV of a used vehicle is the value listed in the Department of Revenue assessment manual. Trade-in value is the value of the traded-in vehicle as stated in the bill of sale. For used vehicle sales, this system invites dealers to inflate the reported sale value of used vehicles and trade-ins to eliminate most or all of the taxable value of the purchased vehicle.

## COUNTY INTEREST

Vehicle taxes, including TAVT, comprise roughly 11 percent of county revenue on a statewide basis. The current TAVT allocation method has produced additional vehicle tax revenue for a few local governments but a reduction in tax revenue for most. Local governments would likely benefit from a shift to a straight percentage allocation and elimination of the annual targets and adjustments. They would be assured of receiving a set percentage of the TAVT revenue generated in their jurisdictions without regard to fluctuations in statewide TAVT collection. Eliminating avenues for abuse by used vehicle sellers would also protect TAVT as a key revenue source for local governments and the state.

## STATUS

ACCG expects legislation addressing several TAVT issues to be introduced in 2017.

## TALKING POINTS

- Eliminate the annual local revenue targets and adjustments in favor of a simple percentage allocation between local governments and the state.
- Value used vehicles at their actual sale price, or limit the value of a trade-in to no more than the vehicle's Department of Revenue value.
- Increase penalties for falsified bills of sale submitted to tax authorities.
- Clarify the auditing and fraud investigation and reporting roles of local governments and the Department of Revenue.



# ISSUE: Single County T-SPLOST Reform

## BACKGROUND

The Transportation Investment Act of 2010 (TIA) provided an opportunity for regions throughout Georgia to impose a 1 percent sales tax to fund transportation improvements within their region. Only three of the 12 regions were successful in passing the tax in a regional referendum leaving 113 counties comprising the other nine regions without this additional funding source.

To provide another transportation funding option for these counties, the General Assembly passed a single county transportation sales tax option during the 2015 legislative session. This funding option allows individual counties to levy an additional sales tax solely dedicated for transportation purposes.

Beginning July 1, 2017, all counties that have not passed a Regional Transportation Sales Tax will be allowed to hold a referendum to levy a Single County T-SPLOST. The Single County T-SPLOST can be levied at a fractional rate up to 1 percent in .05 percent increments if there is an intergovernmental agreement with the qualified cities within the county. If there is no intergovernmental agreement in place, the tax can be levied up to .75 percent. The Single County T-SPLOST tax can be in effect for a maximum duration of five years.

## COUNTY INTEREST

Georgia counties own and maintain 83 percent of the state's public roads and have traditionally spent a large portion of their general funds and regular SPLOST funds on transportation. Increasing options and providing flexibility to counties for funding transportation helps ensure that local officials, working with their constituents, have the tools necessary to build and maintain a transportation network necessary to attract economic development and serve the needs of their citizens.

## STATUS

Through discussions with counties that are considering this new funding mechanism, ACCG has found that improvements can be made to the existing law to make the Single County T-SPLOST more viable for some counties.

## TALKING POINTS

- Remove dates in the law that may make it difficult for counties to conduct a Single County T-SPLOST referendum on the November 7, 2017, election date.
- Allow counties that passed a fractional Single County T-SPLOST for less than 1 percent to hold a second referendum for the remaining balance before the existing tax expires as current law only allows counties to have one T-SPLOST in place at a time. Unforeseen needs or opportunities may require additional transportation revenue before counties are allowed to hold a new T-SPLOST referendum.
- Allow counties to fund state transportation projects as granted in the standard SPLOST law.
- Authorize counties to collect any fractional portion dedicated to transit for a maximum period of 20 years. In order to receive federal funds, transit projects typically need to show a dedicated funding mechanism for a minimum of 20 years.

# ISSUE: Georgia Agriculture Tax Exemption Program Reform

## BACKGROUND

At the beginning of 2013, the Georgia Agriculture Tax Exemption, also known as the GATE program, was implemented to allow agriculture producers and the businesses that support them to purchase business products without paying sales taxes on them. The GATE legislation consolidated a number of separate agricultural tax exemptions into a single program, and it charged the Department of Agriculture with administering the program. The legislation also greatly expanded eligibility for the exemption and the purchases to which it applies.

## COUNTY INTEREST

The GATE program—through which over 36,000 exemption cards have been issued—is having a significant impact on local sales tax revenues, particularly in rural communities that are heavily dependent on agriculture. County officials also remain concerned that GATE cards are abused by holders and merchants, as the Department of Agriculture lacks a number of key tools to investigate and prevent abuse of GATE cards, including the ability to receive taxpayer information from the Department of Revenue.

## STATUS

Legislation implementing a number of ACCG's proposed reforms came close to passage in 2016, and ACCG anticipates that reform legislation will be reintroduced in 2017.

## TALKING POINTS

- Provide a clear definition of agriculture producer, and eliminate the exemption for businesses that provide services to agriculture producers.
- Move the administration of the program from the Department of Agriculture to the Department of Revenue like other exemption programs.
- Require GATE applicants to file documentation to prove the required volume of farm activity. Applicants should also provide a social security or tax ID number that can be used to cross reference their income tax returns and should submit a primary business classification (NAICS) code that is identical to the one used on their income tax return.
- Increase the annual income threshold needed to qualify for the exemption.
- Replace the annual application renewal period with a three year renewal period.
- Require sellers to keep detailed records of exempt sales and report such information to the state through a unified system.
- Require the state government to provide information to applicants regarding proper use of the exemption and to make annual reports to the General Assembly regarding GATE administration and enforcement.



# ISSUE: INCORPORATION *of* NEW CITIES,

## BACKGROUND

The Georgia General Assembly has passed legislation to allow for the creation of 12 new municipalities since 2005, and there were seven incorporation bills introduced during the 2015-2016 legislative session alone. Georgia's new city wave shows every indication it will continue, and the implications will be far reaching. State law has few requirements on new incorporation, and ACCG believes the current statute should be enhanced to provide additional predictability and impact assessment.

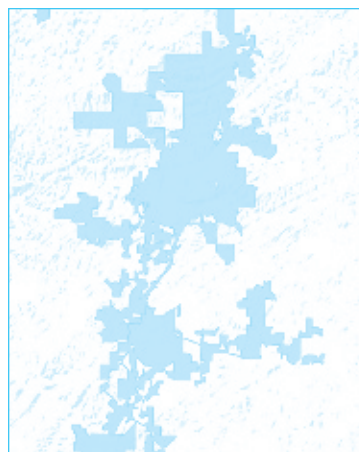
ACCG does not oppose annexation or the creation of new cities, respecting home rule and recognizing that some citizens may find value in incorporating. However, the association believes that legislators, counties, cities and the public would be better served by having additional information on which to base incorporation decisions and prepare for their impact. Studies on incorporation should not just weigh the feasibility of the new city, but also the impact on counties, existing cities, unincorporated residents, revenue distribution and service delivery.

## COUNTY INTEREST

Annexation and incorporation not only impact those within the attendant city, but can also have significant land use, planning, infrastructure and service delivery impact on counties, other cities and unincorporated taxpayers.

## STATUS

Both the state House and Senate conducted study committees on Annexation, Deannexation and Incorporation during the summer and fall of 2015. Resulting from those studies, the Senate passed SB 375 during the 2016 legislative session which would have revised the state's new city incorporation process. The legislation did not make it out of the House and will have to be re-introduced. No recent legislation has been introduced on annexation or deannexation.

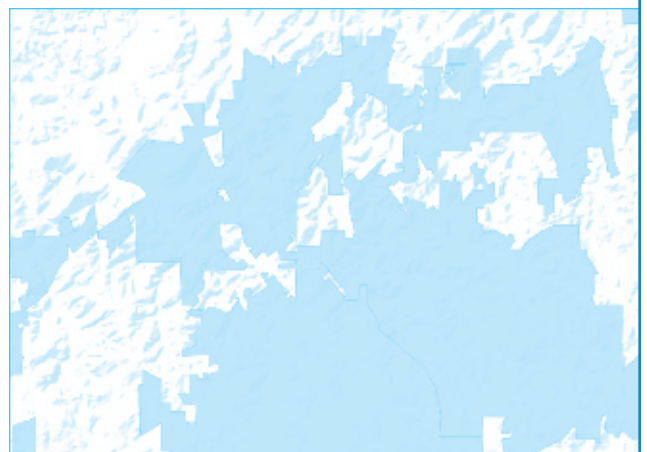


*Actual Georgia city boundaries.*

# ANNEXATION *and* DEANNEXATION

## TALKING POINTS

- Codify more of the steps and procedures governing the incorporation of new cities, rather than relying on legislative rules (e.g. the referendum, feasibility study and two-year process) alone.
- Expand the current incorporation feasibility study to examine a proposed city's impact on:
  - the entire county and its existing municipalities,
  - the county's ability to continue funding both unincorporated and county-wide services,
  - existing and proposed future service delivery responsibilities, and
  - existing pension obligations which may be left unfunded.
- Prohibit the creation of unincorporated islands within the boundaries of a newly incorporated municipality or between an existing and the new city.
- Reinstate the “3-mile” provision in state law to help avoid disputes between and among cities during the incorporation process.
- Revise the current annexation dispute resolution process to:
  - extend the period by which counties may object to a proposed annexation,
  - extend the grounds under which counties may object to an annexation, and
  - strengthen the signature verification process to validate an annexation.
- Ensure that property rights are respected by authorizing a property owner to deannex from a municipality under the same conditions as they would annex, without the city having unilateral veto authority.



# 2017–18 LEGISLATIVE AGENDA

ACCG works on behalf of counties and their communities to provide public policy development and legislative advocacy on issues that come before the Georgia General Assembly and the U.S. Congress. As part of ACCG's policy development process, county officials identify specific, actionable items for the association's lobbyists to further. These items, called the Legislative Agenda, are recommended by the ACCG Policy Council, approved by the Board of Managers and voted upon by the ACCG membership at the Legislative Leadership Conference as part of the County Platform.

In addition to the Top Five Legislative Priorities, the following issues are significant to Georgia's counties and will be actively pursued by ACCG.

## STATE

- **Class Action Litigation Regarding Tax Refunds and Use of Tax Proceeds** - ACCG's new platform statement on class action litigation calls for parity in treatment between the state and its political subdivisions. State law currently prohibits the use of class actions when bringing a tax refund suit against the Georgia Department of Revenue. In light of the growing use of this mechanism to bring costly tax-related litigation against cities, schools, and counties, ACCG asks the General Assembly to extend the same protection to local governments that the state currently enjoys.
- **Emergency Medical Services (EMS)** – State law should require that Centers for Medicare & Medicaid and all payors honor the assignment of benefits for EMS services. When a patient signs an assignment of benefits, the payment should be remitted to the EMS provider.
- **Medicaid Benefits** - The Department of Community Health and the Department of Human Services should allow for the continuation of Medicaid benefits for offenders prior to conviction, and for the suspension of benefits for those convicted instead of cancellation of benefits.
- **Regional Transit Governance and Funding** - ACCG supports the creation of new options for funding and financing rural and urban transit. ACCG supports consolidation of transit operations to improve efficiency. ACCG also supports a governance structure that includes the county government proportional to their level of funding.
- **Service Delivery** – With many Service Delivery Strategy (SDS) negotiations and possible conflicts occurring in the next few years, the General Assembly may attempt to revise the SDS Act. ACCG will work to avoid adverse SDS revisions and close loopholes in order to minimize conflict during negotiations and dispute resolution. ACCG's proposed changes will mirror definitions and principles detailed in the joint ACCG/GMA SDS handbook.

## FEDERAL

- **Tax Exempt Municipal Bonds** - Tax exempt municipal bonds are vital tools to local governments seeking to bring economic development and job growth to their communities. ACCG urges Congress to preserve the tax exempt status of municipal bonds and to oppose any attempt to cap or eliminate the exemption, for doing so would increase the borrowing costs of public entities which will ultimately be shifted to the tax payer in the form of rate and tax increases.
- **Marketplace Fairness Act (Sales Tax on Remote Sales)** - ACCG urges Congress to require remote sellers to collect sales tax and distribute the funds back to the consumer's state. Once the state receives the sales tax, the state should be required to remit the appropriate sales tax revenue to local governments within their state. Such legislation to assist state and local governments to uniformly collect existing sales taxes should be expedited and not be tied to broader federal tax reform, as it has no impact on the federal tax burden.

## UPCOMING EVENTS

### *2017 Session of the General Assembly Begins*

January 9

Atlanta/Fulton County, GA

### *Newly Elected Commissioners Day at the Capitol*

February 9

Atlanta/Fulton County, GA

### *2017 District Days at the Capitol*

County officials are encouraged to attend on the date that best fits their schedule.

February 22 • March 1 • March 8

Atlanta/Fulton County, GA

### *2017 NACo Legislative Conference*

February 25–March 1

Washington, D.C.

### *2017 ACCG Annual Conference*

April 28– May 1

Savannah/Chatham County, GA

### *2017 NACo Annual Conference*

July 21–24

Columbus/Franklin County, OH



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**SPALDING COUNTY BOARD OF COMMISSIONERS**  
**Workshop Dates for Roads discussion**

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**Requesting Agency**

County Manager

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**Requested Action**

Establish dates for future workshop to discuss possible transportation projects utilizing 2016 SPLOST proceeds.

---

**Requirement for Board Action**

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**Is this Item Goal Related?**

No

---

**Summary and Background**

---

**Fiscal Impact / Funding Source**

---

**STAFF RECOMMENDATION**

Recommended dates:

Monday April 17, 2017 9:00AM

Monday May 8, 2017 9:00AM

Monday May 22, 2017 9:00AM



**SPALDING COUNTY BOARD OF COMMISSIONERS**  
**Appointment to Spalding County Board of Zoning Appeals**

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**Requesting Agency**

County Clerk

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**Requested Action**

Consider appointment to Post 3 of the Spalding County Board of Zoning Appeals to fill the unexpired term of Yolanda Holmes for a term to expire on December 31, 2020.

---

**Requirement for Board Action**

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**Is this Item Goal Related?**

Ms. Holmes notified our office on March 6, 2017 that due to personal issues she would have to resign from the Board.

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**Summary and Background**

This is a District 3 Post Appointment.

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

n/a



## SPALDING COUNTY BOARD OF COMMISSIONERS Request To Declare Weapons Surplus

---

**Requesting Agency**

County Clerk

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**Requested Action**

Consider declaring surplus weapons that have been forfeit to the Spalding County Sheriff's Office and county owned weapons that have become obsolete.

---

**Requirement for Board Action**

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**Is this Item Goal Related?**

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**Summary and Background**

Declare surplus, weapons that have been forfeited to the Spalding County Sheriff's Office via court order, and weapons that currently are property of the Spalding County Sherriff's Office that have become obsolete, or are irreparable, and have those weapons properly disposed of through trade to a licensed Federal Firearms Dealer. The weapons will be available for viewing by licensed dealers and bids will be accepted for the entire lot.

This transaction will be for credit with the FFL dealer, and will be used for the purchase of equipment for the Spalding County Sheriff's Office. Confiscated/obsolete firearms are legally restricted and can either be destroyed or legally sold to Federal Firearms Licensed dealers that can also support Sheriff's Offices. While these firearms may not be sold to the general public, they may be sold to the public through a Federal Firearms Licensed dealer.

No cost to the County.

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

Approval

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**ATTACHMENTS:**

Description

Upload Date

Type



## SPALDING COUNTY BOARD OF COMMISSIONERS Request To Retire Two Service Animals

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**Requesting Agency**

County Clerk

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**Requested Action**

Consider request from the Spalding County Sheriff's Office to declare surplus K-9 Rex and K-9 Luck.

---

**Requirement for Board Action**

---

**Is this Item Goal Related?**

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**Summary and Background**

Declare surplus, canine Rex and canine Luck.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

This transaction will be for retirement of K-9 Rex 8 years of service approx. 11 years old, and K-9 Luck 8.5 years of service approx. 11.5 years old. The Spalding County Sheriff's Office is seeking to transfer ownership of the canines to their respective handlers. This is customary due to the bond created between the handler and the canine. Both of these canines have served the community well and have reached an age that they are not as able to meet the rigorous demands serving in this capacity.

Net cost to the County is zero dollars. We are exploring grants and donations to move towards replacing these canines in the future. Whatever balance is left to purchase new canines will be funded from asset forfeiture.

---

**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

Approval