

# Agenda

## Board of Commissioners of Spalding County Extraordinary Session May 15, 2017 6:00 PM Room 108, Spalding County Annex

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

### **II. INVOCATION**

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

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

1. Wade Hutcheson, UGA Spalding County Extension Coordinator, would like to recognize those 4H members who presented at the Cloverleaf Project Achievement competition.
2. Consider approval of Proclamation nunc pro tunc honoring the Griffin Exchange Club's "2016 Man of the Year" the Mr. John P. Yates.
3. Consider approval of Proclamation nunc pro tunc honoring Cherry Hovatter for her service a 4-H Agent on her retirement after seventeen years with Spalding County.
4. Consider approval of Joint Proclamation nunc pro tunc honoring the Griffin Utility .
5. Consider approval of Proclamation nunc pro tunc honoring the men and women who work in correctional facilities and declaring the week of May 7-13 as Correctional Officers Week.
6. Consider approval of Proclamation nunc pro tunc honoring the men and women who have trained and are currently working in the nursing profession and declaring the week of May 7-13 as Nurses Week.
7. Consider approval of Proclamation honoring Sergeant First Class Sammy Lee Davis Medal of Honor recipient and published author who served in the United States Army from 1967 until 1984.
8. Presentation of the 2017 Bain Proctor Award for volunteerism by Leisure Services Manager Kelly Leger.
9. Representatives from Headley Construction and Paragon Consulting are present to update the Board of Commissioners on the progress of the Pickleball Complex.
10. Syntel Brown would like to update the Board on the Region VI DHBDD (Department of Behavioral Health and Developmental Disabilities) Planning Board activities.
11. Presentation of the Certificate of Achievement for Excellence in Financial Reporting for the 16th consecutive year to Jinna Garrison, Administrative Services Director.

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

1. Consider approval of financial statements for the ten months ended April 30, 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 April 17, 2017.

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

1. Consider approval on second reading: Application #17-01Z: Wayne K. Duncan, Owner - Owen D. Snow, Agent - 2870 North Expressway (10.435 acres located in Land Lot 103 of the 3rd Land District) - requesting a rezoning from C-1, Highway Commercial and AR-1, Agricultural and Residential to C-1B, Heavy Commercial.

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

1. Consider a Resolution to extend 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 to June 30, 2017.

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

1. Consider approval of the following amplification permits as requested by Chris Smith of the Griffin Moose Lodge for various outdoor events to be held on the following dates at the Griffin Moose Lodge located at 1435 Zebulon Road:
  1. May 29, 2017 Memorial Day Family Pool Event from 2:00 p.m. - 6:00 p.m.
  2. June 24, 2017 Annual Pool Luau from 7:00 p.m. - 11:00 p.m.
  3. July 4, 2017 4th of July Pool Event from 2:00 p.m. - 6:00 p.m.
  4. Sept. 4, 2017 Labor Day Pool Event from 2:00 p.m. - 6:00 p.m.
2. Consider request for amplification permit from Kevin Davis who will be hosting a Graduation Party at 104 Huntington Terrace, Griffin, Georgia on May 20, 2017 from 6:00 p.m. until 11:00 p.m.
3. Consider approval of final plat for Sun City Peachtree Subdivision - Pod 37C.
4. Consider acceptance of Right-of-Way Deed for Pod 37C (Sun City Peachtree Subdivision).
5. Set a date for a Public Hearing to establish a street lighting district for Sun City Peachtree - Pod 37C.
6. Consider approval of the 2018 Spalding County Leisure Services Department fee schedule as recommended by the Parks & Recreation Advisory Board.
7. Consider renewal of a Memorandum Of Understanding (MOU) with the University of Georgia to provide County Extension Services to Spalding County.
8. Consider approval of contact with the University of Georgia Cooperative Extension Service to provide for one FACS (Family & Consumer Sciences) Agent for FY 2018.
9. Consider approval of FY 2017 year end budget amendments.
10. Consider approval of an Intergovernmental Agreement with the Georgia Department of Corrections for the contracted care and custody of State Offenders at the Correctional Institute in Spalding County for FY 2018.
11. Consider recommendation from the Board of Elections to increase the salary for Poll Workers effective July 1, 2017.
12. Consider approval of an agreement with Expert Discovery, LLC to perform a forensic audit to detect, document and arrange for collection of unpaid 911 and/or E911 fees that should have been remitted by telecommunication providers.
13. Consider approval of resolution authorizing declaration of taking for the following properties as requested by the Griffin-Spalding County Airport Authority: 200 Banks Road, 193 Sapelo Road and 237 Sapelo Road.
14. Consider adoption of resolution authorizing declaration of taking on Parcel No. 7- Right Of Way for the North Hill Street at Northside Drive and Tuskegee Avenue intersection improvements and bridge projects.
15. Consider request for payment from Geraco Grocery 1245 N Hill St for lost income due to construction of roundabout and bridge on North Hill Street.
16. Consider approval on first reading an amendment to the Spalding County Code Of Ordinances, Part VII - Animals Sections 12-1001 - 12-1020 to bring ordinance into compliance with state law with

regard to dangerous dogs.

17. Establish dates for public input/hearings/listening sessions for the possible implementation of a T-SPLOST.

**XI. REPORT OF COUNTY MANAGER**

**XII. REPORT OF COMMISSIONERS**

**XIII. CLOSED SESSION**

**XIV. ADJOURNMENT**



## SPALDING COUNTY BOARD OF COMMISSIONERS 4H Project Achievement Participants

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**Requesting Agency**

County Manager

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**Requested Action**

Wade Hutcheson, UGA Spalding County Extension Coordinator, would like to recognize those 4H members who presented at the Cloverleaf Project Achievement competition.

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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 District Project Achievement participants are here this evening. In District Project Achievement the youth selects a project, prepares a presentation which includes research, facts, visual aides and a speech which is presented at the school and then at District. District is as far as a Cloverleaf (5th and 6th graders) or a Junior (7th to 8th graders) will go. Seniors (9th-12th graders) if they win move on to the State Congress. This year 3 of our Seniors moved on.

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**





**SPALDING COUNTY BOARD OF COMMISSIONERS**  
**Joint Proclamation: Griffin Exchange Club "Man of the Year" Award**

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**Requesting Agency**

County Clerk

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**Requested Action**

Consider approval of Proclamation nunc pro tunc honoring the Griffin Exchange Club's "2016 Man of the Year" the Mr. John P. Yates.

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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**

Mr. Yates was presented with this Proclamation by \_\_\_\_\_ at a Griffin Exchange Club luncheon on Tuesday, May 2, 2017.

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**Fiscal Impact / Funding Source**

nunc pro tunc  
(nuhnk proh tuhnk) adj. Latin for "now for then," this refers to changing back to an earlier date of an order, judgment or filing of a document.

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**STAFF RECOMMENDATION**

Approval

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Proclamation: Griffin Exchange Club "Man of the Year" Award	4/10/2017	Backup Material

# Joint Proclamation

## By the City of Griffin and Spalding County Honoring The Exchange Club "Man of the Year" for 2016 John P. Yates

**WHEREAS,** Mr. John P. Yates was born in Griffin on Thanksgiving Day, November 21, 1921. After graduating from Spalding High School in 1938 and earning his BBA in accounting from Georgia State, he lived in various parts of the country as he moved up within the ranks of the Ford Motor Company, retiring after 35 years to the family farm in Spalding County in 1981.

**WHEREAS,** Mr. Yates served in World War II as a Piper Cub Pilot, fighting during the Battle of the Bulge and flying over 200 missions near or over enemy lines. In his distinguished military career, he was awarded 6 Air Medals and 4 Battle Stars, recalling one of his more colorful memories of the War when he had to resort to dropping a gas can on a German tank in order for the Allied troops to advance. John is an active member of the Voice of Veterans, often speaking at schools with an inspirational message about the honor of serving in our Country's military. Mr. Yates was the last World War II veteran to serve in the Georgia House of Representatives, where he served for 26 years. He was Chairman of the Defense and Veterans Affairs, and he would travel the state for military functions; and

**WHEREAS,** John's genuine concern for his fellow man was never more evident than in his service in the Georgia House where he often acted to assist people in difficult situations whether they were his "constituents" or not, and he has always been quick to point out that anyone living in the State of Georgia was indeed one of his constituents. His heart is anchored in helping people and families, and he has helped resolve many problems with people, even providing Christmas for children in need, aiding in a job search at times or assisting with housing during times of displacement; and

**WHEREAS,** Mr. Yates always made the advancement of education a major priority while serving in the Legislature, helping transition Griffin from a once-booming textile town to that of a learning-based community with an emphasis on higher education even in the face of difficult financial times. He spent many years working to ensure that Griffin and Spalding County were near the top in priority for State education funding. He was a member of the Appropriations Committee and the Subcommittee on Higher Education, and Mr. John was a member of the Gordon College Foundation for 22 years. No one has more faithfully and ardently secured funding for Southern Crescent Technical College, UGA Griffin Campus and Gordon College.

**WHEREAS,** John was one of those rare legislators who truly served his fellow Georgians all year long; he kept long and extended hours during session but, even in between sessions, he would drive to the Capitol two or three days a week because of his dedication, and he believed some of his most meaningful acts as a public servant happened during those times. It was his personal policy to answer every email and letter that he received, and he feels his political success was attributed to personal relationships. He always kept the people of his district informed with weekly reports and interviews in the media.

**WHEREAS,** Mr. Yates is very active in Pomona Methodist Church, serving on the finance committee and in other capacities, where they consider him a cornerstone. He has been a member of the Griffin-Spalding Chamber of Commerce for 30 years. He was married to his love, Annie, for 66 years and he truly cared for her in every sense of the word. He and Annie had three children, eight grandchildren and six great-grandchildren. During the "crop" growing seasons, he could often be seen taking fresh fruits and vegetables to friends, neighbors, and those in the halls of the State Capitol. All these attributes speak to his character and the great respect he garnered from all walks of life for "Mr. John."

**NOW THEREFORE** Be it proclaimed that we, the Boards of Commissioners of Spalding County and the City of Griffin, do hereby proudly and with great gratitude recognize and pay tribute to John P. Yates for the many decades of accomplishments and contributions he made to our citizenry. We, the Boards of Commissioners for Spalding County and the City of Griffin, have hereunto set our hands on the second day of May, in the year of our Lord two thousand and seventeen for

**"Griffin Exchange Club Man of the Year John P. Yates"**

**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 Cherry Hovatter On Her Retirement

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**Requesting Agency**

County Clerk

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**Requested Action**

Consider approval of Proclamation nunc pro tunc honoring Cherry Hovatter for her service a 4-H Agent on her retirement after seventeen years with Spalding County.

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**Requirement for Board Action**

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**Is this Item Goal Related?**

No

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**Summary and Background**

The Proclamation was presented to Ms. Hovatter at her Retirement Celebration on May 12th, 2016.

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**Fiscal Impact / Funding Source**

nunc pro tunc  
(nuhnk proh tuhnhk) adj. Latin for "now for then," this refers to changing back to an earlier date of an order, judgment or filing of a document.

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**STAFF RECOMMENDATION**

Approval

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**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Joint Proclamation	4/25/2017	Backup Material



# Joint Proclamation

## By the City of Griffin and Spalding County Honoring Ms. Cherry C. Hovatter

**WHEREAS,** For more than thirty-five years, 4-H Agent Cherry C. Hovatter has served the youth of Alabama, Florida, and Georgia with more than seventeen of those years in Griffin and Spalding County where she always brought her best to the table ... the best in programs, competitions, awards, team and individual opportunities ... because to her, being a 4-H agent was not just a career; it became a way of life; and

**WHEREAS,** Cherry believes that 4-H doesn't just build blue ribbon winners but builds life winners and has nurtured 4-H youth in Griffin and Spalding County to achieve mastery in project achievement, judging teams, shooting sports, equine and drill teams, and food product development and has taught skills that will allow 4-H'ers to master in life; and

**WHEREAS,** Her vision, leadership, unselfish example, and guidance have resulted in her 4-H'ers earning: one hundred thirty-eight Master 4-H'ers, two Dean's Award winners, ten Junior District Board Officers, seven Senior Board Officers, five State Board Officers, one State President, eight Camp Counselors of which five were Rock Eagle Tribal Leaders and one was Fortson Lead Counselor, three Congressional Interns, one Georgia 4-H Representative to the National 4-H Youth Directions Council, one Georgia Representative to 4-H National Healthy Living Summit, two American Youth Foundation National Leadership Award recipients, and two Clovers and Company keyboardists; and her 4-H volunteers and Extension staff earning district and/or state awards: Agricultural Professional, Secretary Award, two Northwest District and three State Volunteer Awards; and

**WHEREAS,** Cherry's own District, State, and/or National honors include: William H. Booth Georgia 4-H Agent of the Year Award, Distinguished Service Award, Continued Excellence Award, Innovator Award, Achievement in Service Award, Excellence in Teamwork Award, Educational Package Team Award, Excellence in Teen Programming Award, Excellence in Global Citizenship Programming Award, World Citizenship in 4-H Youth Development Award, Diversity/Multicultural Individual Award; and

**WHEREAS,** Ms. Hovatter, during her seventeen years as Spalding County 4-H Agent and prior, has been a true inspiration to those many lives she has touched and has left a legacy within UGA Extension, Griffin and Spalding County, and many other entities in our community, state, and nation that is truly remarkable and has enriched the City of Griffin and Spalding County and the 4-H family she so obviously loves, through her participation, dedication and leadership. 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. Cherry C. Hovatter 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 twelfth day of May, in the year of our Lord two thousand and seventeen.

  
Spalding County

  
City of Griffin

\_\_\_\_\_  
Bart Miller, Chairperson

\_\_\_\_\_  
Rodney C. McCord, Mayor

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

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Kenny L. Smith, City Manager



## SPALDING COUNTY BOARD OF COMMISSIONERS Joint Proclamation: Honoring the Griffin Utility Club

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**Requesting Agency**

County Clerk

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**Requested Action**

Consider approval of Joint Proclamation nunc pro tunc honoring the Griffin Utility .

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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**

nunc pro tunc  
(nuhnk proh tuhnhk) adj. Latin for "now for then," this refers to changing back to an earlier date of an order, judgment or filing of a document.

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**STAFF RECOMMENDATION**

Approval

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**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Proclamation - Griffin Utility Club	5/3/2017	Backup Material



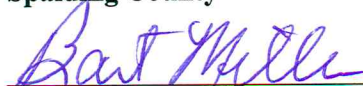
# Joint Proclamation

## By the City of Griffin and Spalding County Honoring The Griffin Utility Club

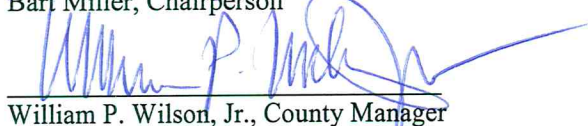
- WHEREAS,** The final **Griffin Utility Club** general membership meeting was held Tuesday, April 4, 2017 at 7:00 p.m. at the First Baptist Church of Griffin, Georgia, after ninety years of service; and
- WHEREAS,** Club members embraced the **Griffin Utility Club Motto**, adopted in March 1927, that states, "To grow in Christian life by serving God, our country and our fellow man," and remembered all the meaningful and worthwhile contributions made over the past ninety years that fostered the social, educational, cultural and civic growth of Griffin and Spalding County, Georgia; and
- WHEREAS,** **Arts and Culture** activities included the first Community Concert Series in 1941; sponsoring Art in the Schools which included framed art from the High Museum taken into classrooms; and performances by the Atlanta Youth Symphony Orchestra; the Center for Puppetry Arts; the Atlanta Children's Theatre, and the Alabama Shakespeare Festival, and plays for the classrooms written and produced by members of the Club a.k.a. "The Popcorn Players", and the purchase of stage curtains on two occasions for the Griffin Auditorium.
- WHEREAS,** **Civic and Health** projects encompassed initial assistance with the Empty Stocking Fund in 1927; sewing for the Red Cross during World War II and working as nurses' aides to help maintain supplies and sustain a recreation room for servicemen; helping to form the Griffin and Spalding County Health and Welfare Council in 1937 which resulted in establishing the City/County Health Department and the first well-baby clinic; helping to launch a Girl Scout Troop in 1943 which led to the formation of the Spalding County Girl Scout Council; assisting with formation of the maternity and children's ward at the hospital; sponsoring Griffin's first horse show in 1946; operating a Thrift Shop from 1949-1969, holding numerous "Follies", musical review fundraisers involving the whole community; and later holding the Attic Sale; aiding with the Community Chest in 1957 which later became the United Fund; leading the effort to acquire the Flint River Library at its present location in 1970, donating \$31,295 toward the acquisition and supporting passage of the bond issue which funded the land acquisition, facility construction and furnishing with the new Library opening in 1975; and providing valuable transportation, volunteer and organizational assistance to both the Griffin Area Resource Center and the Club's Senior Citizens Placement, including serving lunch to the latter once a month.
- WHEREAS,** **Education** efforts included forming the Nurses' Scholarship in 1948 which will continue as an Endowed Scholarship at Southern Crescent Technical College and the Academic Scholarship in 1981 which continued until 2017; purchasing band uniforms, choir robes, and state-of-the-art sound and stage equipment for the Griffin Auditorium; partnering with the Griffin-Spalding County School System to establish the Elementary Science Enrichment Center in 1984 which is still in operation, raising over \$14,000 in the first year to purchase materials and equipment for the ESEC; and participating in a myriad of ways to continuously support education in Griffin and Spalding County.
- WHEREAS,** **Commemoration of the Griffin Utility Club's Golden Anniversary in 1976** saw the compilation of the iconic *Stuffed Griffin Cookbook* which quickly became a favorite among locals and beyond, having been featured in many articles, including *Southern Living* in July 2015, and thousands have been sold over the past forty-one years.
- WHEREAS,** Members of the Griffin Utility Club have averaged over 4,000 volunteer hours a year in service endeavors supported by the organization and donated thousands of dollars to the many community projects that have enriched the lives of Griffin and Spalding County residents.
- NOW,**  
**THEREFORE,** Be it proclaimed that we, the Boards of Commissioners of Spalding County and the City of Griffin, do hereby proudly and with great gratitude recognize and pay tribute to the Griffin Utility Club for the many decades of accomplishments, contributions and truly altruistic service made to our citizenry. The legacy of the Griffin Utility Club is one that will live forever, thanks to the foresight and fortitude of community-minded members with servants' hearts. We, the Boards of Commissioners for the City of Griffin and Spalding County, have hereunto set our hands on the ninth and fifteenth days of May respectively, in the year of our Lord two thousand and seventeen, to honor the driving force that was the Griffin Utility Club.

**Spalding**  
COUNTY

Spalding County



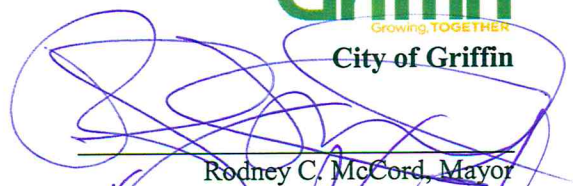
Bart Miller, Chairperson



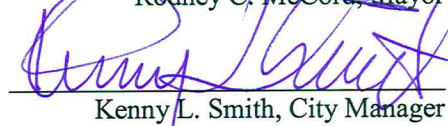
William P. Wilson, Jr., County Manager

**Griffin**  
Growing TOGETHER

City of Griffin



Rodney C. McCord, Mayor



Kenny L. Smith, City Manager



## SPALDING COUNTY BOARD OF COMMISSIONERS Proclamation: Correctional Officers' Week

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**Requesting Agency**

County Clerk

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**Requested Action**

Consider approval of Proclamation nunc pro tunc honoring the men and women who work in correctional facilities and declaring the week of May 7-13 as Correctional Officers Week.

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**Requirement for Board Action**

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**Is this Item Goal Related?**

No

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**Summary and Background**

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

Approval

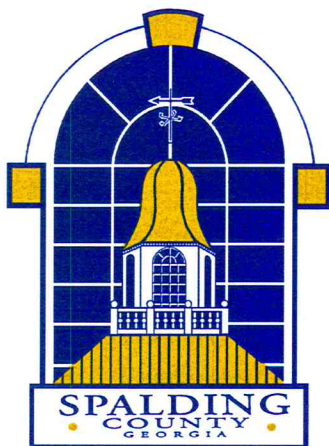
Proclamation was read and presented by Commissioner Hawbaker on May 11, 2017 at the breakfast at 5:30.

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**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Proclamation - Correction Officers' Week	5/3/2017	Backup Material





## Proclamation

### A PROCLAMATION TO DESIGNATE, THE WEEK OF MAY 7-13, 2017 AS "CORRECTIONAL OFFICERS' WEEK"

**WHEREAS:** Correctional Officers have the difficult and often dangerous assignment of ensuring the custody, safety and well-being of the inmates in our Nation's prisons and jails. Their position is essential to the day-to-day operations of these institutions; without them, it would be impossible to achieve the foremost institutional goals of security and control; and

**WHEREAS:** Correctional Officers are responsible for supervising offenders serving sentences in local, state, or federal correctional facilities; and

**WHEREAS:** Correctional Officers promote the safety of all Georgians by supervising offender conduct and behavior to avoid conflicts and escapes; and

**WHEREAS:** Correctional Officers are well trained and dedicated to promoting positive behaviors and outcomes, which improve offenders' post-release success; and

**WHEREAS:** Correctional Officers are crucial to the statewide re-entry initiative and reducing recidivism, as they play a critical role in preparing offenders for successful assimilation into their communities after release; and

**WHEREAS:** Correctional Officers strive to maintain a safe working and living environment in correctional facilities throughout the State, often in the face of significant challenges and dangers; and

**WHEREAS:** Correctional Officers' Week offers an opportunity to acknowledge and honor Spalding County's officers for the vital contributions they make each day and for the sacrifices they make to protect the citizens of our county; and

**NOW, THEREFORE  
BE IT RESOLVED** We, the Spalding County Board of Commissioners, do hereby proclaim the week of May 7-13, 2017 as

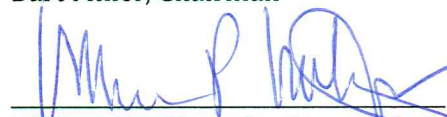
#### "National Correctional Officers Week"

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 9th day of May, in the year of our Lord, two thousand seventeen.



  
Bart Miller, Chairman

  
William P. Wilson, Jr., County Clerk





## SPALDING COUNTY BOARD OF COMMISSIONERS Proclamation: Nurses Week

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**Requesting Agency**

County Clerk

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**Requested Action**

Consider approval of Proclamation nunc pro tunc honoring the men and women who have trained and are currently working in the nursing profession and declaring the week of May 7-13 as Nurses Week.

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**Requirement for Board Action**

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**Is this Item Goal Related?**

No

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**Summary and Background**

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

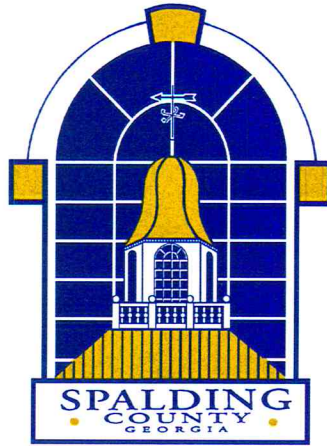
Approval

Proclamation was read by Commissioner Hawbaker and given to Nurse Truitt at the CI breakfast on May 11, 2017.

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**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Proclamation - Nurses Week	5/3/2017	Backup Material



## Proclamation

### A PROCLAMATION TO DESIGNATE, THE WEEK OF MAY 7-13, 2017 AS "NURSES WEEK"

- WHEREAS:** There are 3.1 million registered nurses in the United States that comprise our nations' largest health care profession; and
- WHEREAS:** The depth and breadth of the registered nursing profession meets the different and emerging health care needs of the American people in a wide range of settings; and
- WHEREAS:** The American Nurses Association, as the voice for the registered nurses of this country, is working to chart a new course for a healthy nation that relies on increasing delivery of primary and preventative health care; and
- WHEREAS:** Professional nursing has been demonstrated to be an indispensable component in the safety and quality of care of hospitalized patients; and
- WHEREAS:** The demand for registered nursing services will be greater than ever because of the aging of the American population, the continuing expansion of life-sustaining technology, and the explosive growth of home health care services; and
- WHEREAS:** The more qualified registered nurses will be needed in the future to meet the increasing complex needs of health care consumers in this community; and
- WHEREAS:** The cost-effective, safe and quality health care services provided by registered nurses will be an ever more important component of the U.S. health care delivery system in the future; and
- NOW, THEREFORE  
BE IT RESOLVED** We, the Spalding County Board of Commissioners, do hereby proclaim the week of May 7-13, 2017 as

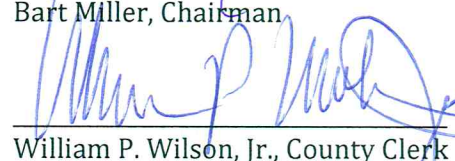
#### "Nurses Week"

and join in showing our appreciation for the nation's registered nurses not just during this week, but at every opportunity throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the County to be affixed this, the 9th day of May, in the year of our Lord, two thousand seventeen.



  
Bart Miller, Chairman

  
William P. Wilson, Jr., County Clerk



## SPALDING COUNTY BOARD OF COMMISSIONERS

### Proclamation: Sammy Lee Davis Day

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**Requesting Agency**

County Clerk

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**Requested Action**

Consider approval of Proclamation honoring Sergeant First Class Sammy Lee Davis Medal of Honor recipient and published author who served in the United States Army from 1967 until 1984.

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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**

Mr. Davis is the recipient of the Silver Star, two Purple Hearts and the Medal of Honor and he will be the distinguished speaker for an event hosted by the Honor our KIA Committee on Sunday, May 28th, at 2:00 p.m. He will also be participating in the Spalding County Community's annual Memorial Day Ceremony on Monday, May 29th.

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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"/> Proclamation - Sammy Lee Davis Day	5/10/2017	Backup Material





**SAMMY LEE DAVIS**

- WHEREAS:** Sergeant First Class, Sammy Lee Davis, served in the United States Army from 1967 until 1984. He is a recipient of the Silver Star, two Purple Hearts and is one of only 79 living recipients of our nations’ highest honor, the Medal of Honor; and
- WHEREAS:** Sergeant First Class Davis was awarded the Medal of Honor by President Lyndon B. Johnson in 1968 for heroism during the Vietnam War where he “distinguished himself at the risk of his own life above and beyond the call of duty in action against an enemy of the United States.” On November 18, 1967, the then 21 year old, PFC Davis’ artillery unit came under heavy attack by an overwhelming force of Viet Cong soldiers near Cai Lay, South Vietnam. During the attack PFC Davis sustained a perforated kidney, crushed ribs, broken vertebra, shrapnel wounds to his back and legs, a bullet wound to one thigh and burns to his arm, neck and face. Despite these debilitating injuries, using an M16 rifle, an M60 machine gun and single-handedly manning a Howitzer, PFC Davis continued to battle waves of Viet Cong attackers until they were ultimately repulsed. While under heavy enemy fire, Davis crossed a deep canal to rescued three severely wounded Americans stranded on the other side; and
- WHEREAS:** Mr. Davis is a published author who has documented this life and service in a work entitled “*You Don’t Lose ‘til you Quit Trying: Lessons on Adversity and Victory from a Vietnam Veteran and Medal of Honor Recipient.*” He will be the distinguished speaker for an event hosted by the Honor Our KIA Committee on Sunday, May 28, at 2:00 p.m. at the Griffin Auditorium and he will participate in the community’s annual Memorial Day Ceremony on Monday, May 29th; and,
- WHEREAS:** The Honor Our KIA Committee is a multi-faceted community consisting of local civic and political leaders who have come together to honor local men and women who died while serving in the Armed Services during time of war from WWI to the present. The Bronze Plaque Project of this Committee places individual bronze plaques on prominent downtown buildings memorializing each of our fallen heroes, and the Oral History Project, in which Sammy Lee Davis will participate, offers vignettes where families or friends video comments regarding their loved one or friend who died in service during one of America’s wars that give us insight not only into their courage but into their lives beyond their military service; and
- WHEREAS:** the Spalding County and the City of Griffin have long been known for their patriotic honorariums and memorials and for their comprehensive, planned activities to honor our Hometown Heroes on and around Memorial Day each year, culminating in observances by civic clubs and veterans’ organizations held on National Memorial Day; and

**NOW, THEREFORE**

**BE IT RESOLVED** I, Bart Miller, as Chairman of the Spalding County Board of Commissioners do hereby proclaim the twenty-eighth day of May, in the year of our Lord two thousand and seventeen to be

**“Sammy Lee Davis Day”**

In Spalding County, Georgia and urge all of its citizens to honor this true hero whose message will be remembered for years to come in our community.



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

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



## **SPALDING COUNTY BOARD OF COMMISSIONERS Bain Proctor Award for Volunteerism**

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**Requesting Agency**

County Manager

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**Requested Action**

Presentation of the 2017 Bain Proctor Award for volunteerism by Leisure Services Manager Kelly Leger.

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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 Bain Proctor Award for Volunteerism is awarded annually by the Spalding County Board of Commissioners in recognition of outstanding current and/or past service as a volunteer in developing, sustaining, and enhancing facilities and/or programs for Spalding County citizens.

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

Kelly Leger to present award and certificates to all nominees.



## SPALDING COUNTY BOARD OF COMMISSIONERS

### Update On Pickleball Complex

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**Requesting Agency**

County Manager

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**Requested Action**

Representatives from Headley Construction and Paragon Consulting are present to update the Board of Commissioners on the progress of the Pickleball Complex.

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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**



**SPALDING COUNTY BOARD OF COMMISSIONERS**  
**Update on Region VI DHBDD Planning Board**

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**Requesting Agency**

County Clerk

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**Requested Action**

Syntel Brown would like to update the Board on the Region VI DHBDD (Department of Behavioral Health and Developmental Disabilities) Planning Board activities.

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**Requirement for Board Action**

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**Is this Item Goal Related?**

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**Summary and Background**

Mr. Brown is Spalding County's appointed representative to this Board.

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**



## SPALDING COUNTY BOARD OF COMMISSIONERS Certificate of Achievement for Excellence in Financial Reporting

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**Requesting Agency**

County Manager

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**Requested Action**

Presentation of the Certificate of Achievement for Excellence in Financial Reporting for the 16th consecutive year to Jinna Garrison, Administrative Services Director.

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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**

The CAFR is judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and to motivate potential users and user groups to read the CAFR.

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

n/a

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**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Press Release - Spalding County Receives Certificate of Excellence	4/26/2017	Backup Material
<input type="checkbox"/> Notification from Government Financial Officer Association (GFOA)	4/26/2017	Backup Material



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May 16, 2017  
*PRESS RELEASE*  
FOR IMMEDIATE DISTRIBUTION

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CONTACT:  
William P. Wilson, Jr., County Manager  
(770) 467-4280

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## **SPALDING COUNTY RECEIVES CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING FOR 16<sup>TH</sup> CONSECUTIVE YEAR**

The Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to Spalding County for its Comprehensive Annual Financial Report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR and has been presented to:

Jinna L. Garrison, Administrative Services Director

This is the sixteenth consecutive year that Spalding County, under Ms. Garrison's direction, has received this prestigious award.

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR. A copy of the Spalding County CAFR can be viewed on the Spalding County website at [www.spaldingcounty.com](http://www.spaldingcounty.com).

The GFOA is a nonprofit professional association serving approximately 17,500 governmental finance professionals with offices in Chicago, IL and Washington, DC.

###



Government Finance Officers Association  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

4/15 Amber

April 20, 2017

Rita C. Johnson  
Chairman of the Board of Commissioners  
Spalding County  
119 East Solomon Street  
Room 104  
Griffin, GA 30223-3311  
Dear Ms. Johnson:

We are pleased to notify you that your comprehensive annual financial report (CAFR) for the fiscal year ended 2016 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release is enclosed to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

Todd Buikema  
Acting Director, Technical Services Center



GOVERNMENT FINANCE OFFICERS ASSOCIATION  
**NEWS RELEASE**

**FOR IMMEDIATE RELEASE**

04/20/2017

**For more information contact:**

**Todd Buikema, Acting Director/TSC**

**Phone: (312) 977-9700**

**Fax: (312) 977-4806**

**E-mail: [tbuikema@gfoa.org](mailto:tbuikema@gfoa.org)**

(Chicago, Illinois)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **Spalding County** by Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s) or department designated by the government as primarily responsible for preparing the award-winning CAFR.

The CAFR has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

*Government Finance Officers Association is a major professional association servicing the needs of nearly 19,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington, D.C.*



## SPALDING COUNTY BOARD OF COMMISSIONERS April 30, 2017 Financial Statements

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**Requesting Agency**

Finance Department

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**Requested Action**

Consider approval of financial statements for the ten months ended April 30, 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 10 months ended April 30, 2017 is 83.33% of the budget year. General Fund revenues are 88% of budget, or \$36,733,630. General Fund expenditures are 77% of budget, or \$31,434,768.

Fire District revenues are 95% of budget, or \$5,644,683. This includes \$2,239,234 in Fire Insurance Premium Taxes received in October. Fire District expenditures are 76% of budget, or \$4,554,284.

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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"/> April 20, 2017 Financial Statements	5/11/2017	Cover Memo

SPALDING COUNTY BOC  
REVENUE & EXPENDITURE STATEMENT FOR 100 GENERAL FUND

FY 2016-2017

04/01/2017 TO 04/30/2017

	<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	1,467,616.91	28,543,818.90	32,579,253.00	88.0
32 LICENSES AND PERMITS	34,196.43	330,701.63	419,800.00	79.0
33 INTERGOVERNMENTAL REVENUE	38,029.92	1,096,339.55	756,994.00	145.0
34 CHARGES FOR SERVICES	626,840.25	4,116,104.31	5,125,231.00	80.0
35 FINES AND FORFEITURES	169,815.12	909,427.40	1,250,000.00	73.0
36 INVESTMENT INCOME	373.22	6,917.22	0.00	0.0
37 CONTRIBUTIONS/DONATIONS	4,500.00	13,810.00	0.00	0.0
38 MISCELLANEOUS REVENUE	217,734.68	1,716,510.50	1,771,054.00	97.0
TOTAL REVENUE	<u>2,559,106.53</u>	<u>36,733,629.51</u>	<u>41,902,332.00</u>	<u>88</u>
EXPENDITURE:				
51 PRSNL SRVCS, EMPLOYEE BEN	1,687,331.25	19,153,012.60	25,671,732.00	75.0
52 PURCH/CONTRACTED SRVCS	706,456.55	7,169,495.46	8,775,015.00	82.0
53 SUPPLIES	395,607.65	3,517,857.57	4,779,768.00	74.0
54 CAPITAL OUTLAY	109,707.00	1,103,944.61	129,173.00	855.0
57 OTHER COSTS	-1,031,115.58	489,457.99	1,395,266.00	35.0
58 DEBT SERVICE	1,000.00	1,000.00	154,358.00	1.0
TOTAL EXPENDITURE	<u>1,868,986.87</u>	<u>31,434,768.23</u>	<u>40,905,312.00</u>	<u>77</u>
EXCESS OF REVENUE BEFORE TRANSFERS	<u>690,119.66</u>	<u>5,298,861.28</u>	<u>997,020.00</u>	<u>531</u>
OTHER FINANCING SOURCE:				
39 OTHER FINANCING SOURCES	<u>0.00</u>	<u>32,327.90</u>	<u>0.00</u>	<u>0.0</u>
TOTAL OTHER FINANCING SOURCE	<u>0.00</u>	<u>32,327.90</u>	<u>0.00</u>	<u>0</u>
OTHER FINANCING USE:				
61 OTHER FINANCING USES	<u>0.00</u>	<u>997,020.00</u>	<u>997,020.00</u>	<u>100.0</u>
TOTAL OTHER FINANCING USE	<u>0.00</u>	<u>997,020.00</u>	<u>997,020.00</u>	<u>100</u>
EXCESS OF REVENUE AFTER TRANSFERS	<u><u>690,119.66</u></u>	<u><u>4,334,169.18</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

04/01/2017 TO 04/30/2017

	<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	205,675.58	1,035,419.89	1,128,199.00	92.0
38 MISCELLANEOUS REVENUE	44.83	284.62	0.00	0.0
TOTAL REVENUE	<u>205,720.41</u>	<u>1,035,704.51</u>	<u>1,128,199.00</u>	<u>92</u>
EXPENDITURE:				
51 PRSNL SRVCS, EMPLOYEE BEN	74,271.56	845,337.09	1,235,709.00	68.0
52 PURCH/CONTRACTED SRVCS	8,449.64	69,311.40	141,751.00	49.0
53 SUPPLIES	474.64	17,941.74	27,960.00	64.0
55 INTERFUND/INTERDEPT CHRGS	0.00	40,025.00	40,025.00	100.0
57 OTHER COSTS	-24,036.23	168,009.76	0.00	0.0
TOTAL EXPENDITURE	<u>59,159.61</u>	<u>1,140,624.99</u>	<u>1,445,445.00</u>	<u>79</u>
EXCESS OF REVENUE BEFORE TRANSFERS	<u>146,560.80</u>	<u>-104,920.48</u>	<u>-317,246.00</u>	<u>33</u>
OTHER FINANCING SOURCE:				
39 OTHER FINANCING SOURCES	0.00	317,246.00	317,246.00	100.0
TOTAL OTHER FINANCING SOURCE	<u>0.00</u>	<u>317,246.00</u>	<u>317,246.00</u>	<u>100</u>
EXCESS OF REVENUE AFTER TRANSFERS	<u>146,560.80</u>	<u>212,325.52</u>	<u>0.00</u>	<u>0</u>

SPALDING COUNTY BOC  
REVENUE & EXPENDITURE STATEMENT FOR 220 CSBG FUND

FY 2016-2017

04/01/2017 TO 04/30/2017

	<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	24,138.07	162,550.23	110,440.00	147.0
TOTAL REVENUE	<u>24,138.07</u>	<u>162,550.23</u>	<u>110,440.00</u>	<u>147</u>
EXPENDITURE:				
51 PRSNL SRVCS, EMPLOYEE BEN	718.56	17,664.05	21,620.00	82.0
52 PURCH/CONTRACTED SRVCS	0.00	23,617.89	19,880.00	119.0
53 SUPPLIES	5,430.44	124,938.28	68,940.00	181.0
TOTAL EXPENDITURE	<u>6,149.00</u>	<u>166,220.22</u>	<u>110,440.00</u>	<u>151</u>
EXCESS OF REVENUE BEFORE TRANSFERS	<u>17,989.07</u>	<u>-3,669.99</u>	<u>0.00</u>	<u>0</u>
EXCESS OF REVENUE AFTER TRANSFERS	<u><u>17,989.07</u></u>	<u><u>-3,669.99</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

04/01/2017 TO 04/30/2017

	<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	25,142.43	293,126.98	262,276.00	112.0
37 CONTRIBUTIONS/DONATIONS	7,134.17	79,004.87	75,000.00	105.0
TOTAL REVENUE	<u>32,276.60</u>	<u>372,131.85</u>	<u>337,276.00</u>	<u>110</u>
EXPENDITURE:				
51 PRSNL SRVCS, EMPLOYEE BEN	10,999.87	117,733.35	153,168.00	77.0
52 PURCH/CONTRACTED SRVCS	68.34	6,053.06	6,997.00	87.0
53 SUPPLIES	21,805.01	210,043.71	222,700.00	94.0
57 OTHER COSTS	0.00	500.00	0.00	0.0
TOTAL EXPENDITURE	<u>32,873.22</u>	<u>334,330.12</u>	<u>382,865.00</u>	<u>87</u>
DEFICIENCY OF REVENUE BEFORE TRANSFERS	<u>-596.62</u>	<u>37,801.73</u>	<u>-45,589.00</u>	<u>-83</u>
OTHER FINANCING SOURCE:				
39 OTHER FINANCING SOURCES	0.00	45,589.00	45,589.00	100.0
TOTAL OTHER FINANCING SOURCE	<u>0.00</u>	<u>45,589.00</u>	<u>45,589.00</u>	<u>100</u>
DEFICIENCY OF REVENUE AFTER TRANSFERS	<u><u>-596.62</u></u>	<u><u>83,390.73</u></u>	<u><u>0.00</u></u>	<u><u>0</u></u>



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

FY 2016-2017

04/01/2017 TO 04/30/2017

	<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	27,333.40	248,104.37	341,004.00	73.0
38 MISCELLANEOUS REVENUE	<u>796.76</u>	<u>796.76</u>	<u>0.00</u>	<u>0.0</u>
TOTAL REVENUE	28,130.16	248,901.13	1,553,800.00	16
EXPENDITURE:				
52 PURCH/CONTRACTED SRVCS	986.07	6,196.83	9,000.00	69.0
54 CAPITAL OUTLAY	0.00	0.00	1,483,800.00	0.0
57 OTHER COSTS	<u>0.00</u>	<u>0.00</u>	<u>61,000.00</u>	<u>0.0</u>
TOTAL EXPENDITURE	986.07	6,196.83	1,553,800.00	0
EXCESS OF REVENUE BEFORE TRANSFERS	<u>27,144.09</u>	<u>242,704.30</u>	<u>0.00</u>	<u>0</u>
EXCESS OF REVENUE AFTER TRANSFERS	<u><u>27,144.09</u></u>	<u><u>242,704.30</u></u>	<u><u>0.00</u></u>	<u><u>0</u></u>

## SPALDING COUNTY BOC

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

FY 2016-2017

04/01/2017 TO 04/30/2017

	<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	116,627.86	5,600,984.00	5,907,026.00	95.0
33 INTERGOVERNMENTAL REVENUE	0.00	2,998.20	0.00	0.0
34 CHARGES FOR SERVICES	7,047.91	40,685.25	53,500.00	76.0
38 MISCELLANEOUS REVENUE	6.00	16.00	0.00	0.0
TOTAL REVENUE	<u>123,681.77</u>	<u>5,644,683.45</u>	<u>5,967,522.00</u>	<u>95</u>
EXPENDITURE:				
51 PRSNL SRVCS, EMPLOYEE BEN	318,746.09	3,831,522.81	5,037,272.00	76.0
52 PURCH/CONTRACTED SRVCS	13,858.70	354,805.38	399,262.00	89.0
53 SUPPLIES	14,747.33	213,916.95	286,010.00	75.0
54 CAPITAL OUTLAY	0.00	-28,429.97	0.00	0.0
55 INTERFUND/INTERDEPT CHRGS	0.00	171,938.00	171,938.00	100.0
57 OTHER COSTS	0.00	10,531.00	60,000.00	18.0
TOTAL EXPENDITURE	<u>347,352.12</u>	<u>4,554,284.17</u>	<u>5,954,482.00</u>	<u>76</u>
DEFICIENCY OF REVENUE BEFORE TRANSFERS	<u>-223,670.35</u>	<u>1,090,399.28</u>	<u>13,040.00</u>	<u>8,362</u>
OTHER FINANCING USE:				
61 OTHER FINANCING USES	<u>0.00</u>	<u>13,040.00</u>	<u>13,040.00</u>	<u>100.0</u>
TOTAL OTHER FINANCING USE	<u>0.00</u>	<u>13,040.00</u>	<u>13,040.00</u>	<u>100</u>
DEFICIENCY OF REVENUE AFTER TRANSFERS	<u><u>-223,670.35</u></u>	<u><u>1,077,359.28</u></u>	<u><u>0.00</u></u>	<u><u>0</u></u>

## SPALDING COUNTY BOC

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

FY 2016-2017

04/01/2017 TO 04/30/2017

	<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	21,268.25	150,559.42	150,000.00	100.0
TOTAL REVENUE	21,268.25	150,559.42	150,000.00	100
EXPENDITURE:				
57 OTHER COSTS	12,590.00	135,835.28	150,000.00	91.0
TOTAL EXPENDITURE	12,590.00	135,835.28	150,000.00	91
EXCESS OF REVENUE BEFORE TRANSFERS	8,678.25	14,724.14	0.00	0
EXCESS OF REVENUE AFTER TRANSFERS	8,678.25	14,724.14	0.00	0

## SPALDING COUNTY BOC

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

FY 2016-2017

04/01/2017 TO 04/30/2017

	<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	1,430.92	3,639.01	0.00	0.0
TOTAL REVENUE	<u>1,430.92</u>	<u>3,639.01</u>	<u>11,051,500.00</u>	<u>0</u>
EXPENDITURE:				
54 CAPITAL OUTLAY	153,154.24	1,420,835.66	11,050,000.00	13.0
58 DEBT SERVICE	300.00	300.00	1,500.00	20.0
TOTAL EXPENDITURE	<u>153,454.24</u>	<u>1,421,135.66</u>	<u>11,051,500.00</u>	<u>13</u>
DEFICIENCY OF REVENUE BEFORE TRANSFERS	<u>-152,023.32</u>	<u>-1,417,496.65</u>	<u>0.00</u>	<u>0</u>
DEFICIENCY OF REVENUE AFTER TRANSFERS	<u>-152,023.32</u>	<u>-1,417,496.65</u>	<u>0.00</u>	<u>0</u>

## SPALDING COUNTY BOC

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

FY 2016-2017

04/01/2017 TO 04/30/2017

	<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	409,922.57	3,944,547.35	8,400,000.00	47.0
36 INVESTMENT INCOME	1,226.13	5,919.30	0.00	0.0
38 MISCELLANEOUS REVENUE	0.00	0.50	0.00	0.0
TOTAL REVENUE	<u>411,148.70</u>	<u>3,950,467.15</u>	<u>14,999,382.00</u>	<u>26</u>
EXPENDITURE:				
54 CAPITAL OUTLAY	716,742.94	1,328,156.67	9,768,882.00	14.0
57 OTHER COSTS	468,767.71	1,494,406.14	5,227,500.00	29.0
58 DEBT SERVICE	0.00	0.00	3,000.00	0.0
TOTAL EXPENDITURE	<u>1,185,510.65</u>	<u>2,822,562.81</u>	<u>14,999,382.00</u>	<u>19</u>
DEFICIENCY OF REVENUE BEFORE TRANSFERS	<u>-774,361.95</u>	<u>1,127,904.34</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>
DEFICIENCY OF REVENUE AFTER TRANSFERS	<u><u>-774,361.95</u></u>	<u><u>978,802.47</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

04/01/2017 TO 04/30/2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>PCT USED</u>
<b>350 CAPITAL PROJECTS - GEN</b>				
REVENUE:				
30 FUND BALANCE	0.00	0.00	57,510.00	0.0
TOTAL REVENUE	0.00	0.00	57,510.00	0
EXPENDITURE:				
54 CAPITAL OUTLAY	0.00	0.00	77,510.00	0.0
TOTAL EXPENDITURE	0.00	0.00	77,510.00	0
BEFORE TRANSFERS	0.00	0.00	-20,000.00	0
OTHER FINANCING SOURCE:				
39 OTHER FINANCING SOURCES	0.00	20,000.00	20,000.00	100.0
TOTAL OTHER FINANCING SOURCE	0.00	20,000.00	20,000.00	100
AFTER TRANSFERS	0.00	20,000.00	0.00	0

## SPALDING COUNTY BOC

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

FY 2016-2017

04/01/2017 TO 04/30/2017

	<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	0.00	42.05	0.00	0.0
TOTAL REVENUE	0.00	468.55	255,000.00	0
EXPENDITURE:				
58 DEBT SERVICE	0.00	251,916.67	255,000.00	99.0
TOTAL EXPENDITURE	0.00	251,916.67	255,000.00	99
BEFORE TRANSFERS	0.00	-251,448.12	0.00	0
OTHER FINANCING SOURCE:				
39 OTHER FINANCING SOURCES	0.00	404,886.87	0.00	0.0
TOTAL OTHER FINANCING SOURCE	0.00	404,886.87	0.00	0
OTHER FINANCING USE:				
61 OTHER FINANCING USES	0.00	255,785.00	0.00	0.0
TOTAL OTHER FINANCING USE	0.00	255,785.00	0.00	0
AFTER TRANSFERS	0.00	-102,346.25	0.00	0

SPALDING COUNTY BOC  
REVENUE & EXPENDITURE STATEMENT FOR 505 WATER FUND

FY 2016-2017

04/01/2017 TO 04/30/2017

	<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	949,571.88	6,786,582.39	6,567,954.00	103.0
38 MISCELLANEOUS REVENUE	0.00	250.00	0.00	0.0
TOTAL REVENUE	949,571.88	6,786,832.39	8,452,626.00	80
EXPENDITURE:				
51 PRSNL SRVCS, EMPLOYEE BEN	21,113.24	229,599.79	299,636.00	77.0
52 PURCH/CONTRACTED SRVCS	404,481.73	4,280,882.84	6,136,103.00	70.0
53 SUPPLIES	34,400.38	137,855.71	311,150.00	44.0
54 CAPITAL OUTLAY	0.00	125,760.07	545,000.00	23.0
55 INTERFUND/INTERDEPT CHRGS	0.00	59,984.00	59,984.00	100.0
56 DEPRECIATION/AMORTIZATION	194,465.00	194,465.00	194,465.00	100.0
57 OTHER COSTS	0.00	1,856.00	0.00	0.0
58 DEBT SERVICE	88,992.71	836,635.44	906,288.00	92.0
TOTAL EXPENDITURE	743,453.06	5,867,038.85	8,452,626.00	69
EXCESS OF REVENUE BEFORE TRANSFERS	206,118.82	919,793.54	0.00	0
EXCESS OF REVENUE AFTER TRANSFERS	206,118.82	919,793.54	0.00	0



## SPALDING COUNTY BOC

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

FY 2016-2017

04/01/2017 TO 04/30/2017

	<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	2,758.77	31,317.50	0.00	0.0
38 MISCELLANEOUS REVENUE	0.00	29,811.00	0.00	0.0
TOTAL REVENUE	2,758.77	61,128.50	0.00	0
EXPENDITURE:				
51 PRSNL SRVCS, EMPLOYEE BEN	0.00	188,363.00	200,000.00	94.0
55 INTERFUND/INTERDEPT CHRGS	11,381.00	103,626.70	658,444.00	16.0
58 DEBT SERVICE	1,630.99	4,737.57	4,000.00	118.0
TOTAL EXPENDITURE	13,011.99	296,727.27	862,444.00	34
DEFICIENCY OF REVENUE BEFORE TRANSFERS	-10,253.22	-235,598.77	-862,444.00	27
OTHER FINANCING SOURCE:				
39 OTHER FINANCING SOURCES	0.00	861,116.00	862,444.00	100.0
TOTAL OTHER FINANCING SOURCE	0.00	861,116.00	862,444.00	100
DEFICIENCY OF REVENUE AFTER TRANSFERS	-10,253.22	625,517.23	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 April 17, 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"/> 2017-4-17 BOC Extraordinary Session Minutes	4/24/2017	Backup Material

## MINUTES

**The The Spalding County Board of Commissioners held their Extraordinary Session in Room 108 in the Courthouse Annex, Monday, April 17, 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, Jim Fortune, County Zoning Attorney, Newton Galloway and Executive Secretary, Kathy Gibson to record the minutes.**

- I. OPENING (CALL TO ORDER)** by Chairman Bart Miller
- II. INVOCATION** led by Commissioner Donald Hawbaker
- III. PLEDGE TOFLAG** led by Commissioner Raymond Ray
- IV. PRESENTATIONS/PROCLAMATIONS**
  - 1. Consider Proclamation declaring May 2017 Older American's Month in Spalding County, Georgia.

Commissioner Rita Johnson read the proclamation. Janie Clark and Suzie Griffin from the Council on Aging and Jacoya Clinkscales, Senior Nutrition Supervisor at the Senior Center were present to receive the proclamation.

***Motion/Second by Ray/Hawbaker to approve the proclamation declaring May 2017 as Older American's Month in Spalding County, Georgia. Motion carried unanimously by all.***

- 2. Representatives from Headley Construction and Paragon Consulting are present to update the Board of Commissioners on the progress of the Pickleball Complex.

Brian Upson, Paragon Consulting introduced Jeremie Buffington, Project Manager, Paragon Consulting, and Mitch Headley and John Carey of Headley Construction to give an update on the progress of the Pickleball Complex.

Mr. Buffington updated the Board on the progress that had been made on the project since the last meeting.

Mitch Headley stated that they have been delayed by the weather and the soil conditions and getting access to the site. He advised that they are scheduled to pour the concrete footing for the concession stand tomorrow. All of the underground work is complete and we will be pouring the footings. He advised that they would be utilizing a special laser grading system to make sure that the grade is correct on the courts.

Commissioner Hawbaker asked if they were still on schedule for substantial completion on May 15 and final completion June 15.

Mr. Headley advised that a realistic date for substantial completion would be early June.

Commissioner Flowers-Taylor asked for another update in 30 days this would give us some clue as to if the complex will be complete in time to meet the commitment for the first tournament.

Mr. Wilson asked that they plan on coming back to give the Board an update at the next meeting scheduled for May 15<sup>th</sup>.

3. Zoning Attorney to update the BOC with regards to Full Blown Firearms Special Exception home occupation.

Newton Galloway, Zoning Attorney, stated that they were asked to do an update on the status of the County's work regarding the investigation of Full Blown Firearms and its compliance of conditions with Home Occupation Special Exception as approved in February of 2015. He asked Chad Jacobs, Community Development Director, to present a timeline of activities that have taken place to date and then he will be available to answer any questions.

Chad Jacobs, Community Development Director, presented the timeline of events leading up to today with regard to Full Blown Firearms.

Mr. Galloway then advised that experts were retained pursuant to the Boards' direction to determine if Full Blown Firearms is in compliance with the conditions that were imposed at the time the Home Occupation Special Exception was granted. The County does not have the staff or expertise to make this determination, so after investigation and research experts were identified. He further stated that after having met with these individuals both before and after the inspection, he feels they are highly competent and professionals in their field and have experience and expertise in design and development standards for shooting ranges in general.

With the division of labor between Petticord and Giordano as stated. Mr. Petticord focused on the environmental conditions and Mr. Giordano focused on the design. The purpose of the questionnaires that were sent out to the neighbors and to Full Blown Firearms was to collect data so that we can look at the data and access factually what is happening, how it has occurred and how frequently it occurs. He also stated that no instruction was given to the experts except to advise if the facility is in compliance with the conditions set forth at the time the Home Occupation Special Exception was granted. Mr. Galloway stated the data collected has been conveyed to the experts for inclusion in their analysis.

Mr. Wilson advised that the Board may want to have a Special Called Meeting on May 8<sup>th</sup> to review the reports from the experts.

Mr. Galloway stated that the goal of this process has been to authoritatively assess compliance with what the Board imposed in February 2015. The process was undertaken with no preconditions and no predetermined outcome.

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

1. Consider approval of financial statements for the eight months ended March 31, 2017.

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

## 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.

### **Spoke in favor of Full Blown Firearms.**

Rob Stutes, 1119 Russell Drive, Griffin, GA  
Betty Higdon, 202 Laurel Drive, Barnesville, GA  
James Klemm, 119 Canin Court, Griffin, GA

### **Spoke against Full Blown Firearms**

Christine Thomas, 400 North Rover Road.

## VII. MINUTES -

1. Consider approval of minutes for the Spalding County Board of Commissioners Regular Meeting on April 3, 2017.

***Motion/Second by Ray/Johnson to approve the minutes for the Spalding County Board of Commissioners Regular Meeting on April 3, 2017. Motion carried unanimously by all.***

## VIII. CONSENT AGENDA- None.

## IX. OLD BUSINESS – None.

## X. PUBLIC HEARING

***Motion/Second by Flowers-Taylor/Ray to open a Public Hearing. Motion carried unanimously by all.***

1. **Conduct a Public Hearing for: Application #FLA-17-01:** Wayne K. Duncan has requested a future land use map change from Low-Density Residential to Commercial for the following: 2870 North Expressway (10.435 acres located in Land Lot 103 of the 3rd Land District).

Mr. Galloway advised that Items #1 and Item #2 involved the same property and requested that the items be consolidated for hearing and voted on separately.

***Motion by Hawbaker/Flowers-Taylor to consolidate Items #1 and Item #2 for the hearing and vote on the items separately. Motion carried unanimously by all.***

Chad Jacobs stated that this is a request to rezone a property from C-1, Highway Commercial and AR-1, Agricultural and Residential, to C-1B, Heavy Commercial to accommodate the development of a mini warehouse facility. There is also a Future Land Use Map amendment request requesting a change of the property from low density residential to commercial.

Mr. Jacobs then stated that the property is split zoned as C-1 in an AR-1 Zone. The primary area consists of 8.9 acres that is zoned as C-1 and there is a small portion on the far said of Old Atlanta Road which is approximately 1.4 acres that is zoned AR-1.

Mr. Jacobs stated that the proposed development would be done in three phases. Phase I will be three buildings consisting of 162 storage units and the office area, detention area and screening from the road. Phase II would be in the future and would consist of climate controlled units and the remainder would be in Phase III.

Mr. Jacobs advised that staff does recommend approval of the Future Land Use Map request. The existing corridor is predominantly commercial and therefore approval is recommended.

Mr. Jacobs then stated that staff recommends conditional approval of the rezoning as the rezoning would not increase the threat to public health, safety or general welfare beyond acceptable measures. The following conditions are proposed:

- (a) The Future Land Use Map shall be amended to Commercial.
- (b) All outdoor storage shall be neat and orderly at all times.
- (c) Only the 8.993 acres pursuant to the meets and bounds submitted shall be zoned C-1B for mini warehouse facility. *(Staff is recommending that the 1.4 acres remain AR-1 as it is a very small piece of property, it is narrow and doesn't lend itself to any type of commercial development.)*
- (d) All site lighting is to be designed so as not to glare onto adjacent properties or roadways.
- (e) Proposed ingress and egress on Old Atlanta Road shall be a right in and right out only. GDOT will govern the entryway off of 19/41.

Mr. Jacobs advised that the Planning Committee at their March meeting recommended approval with staff conditions by a vote of 4-0.

Jeremie Buffington, Paragon Consulting, asked that the Board consider adding the tract of land be included as part of the rezoning as it could benefit the client and could be utilized as part of this commercial development to park RV's and boats. He added that it could be screened off if necessary, but he did ask that the Board entertain the possibility of rezoning this piece of property as well.

***Motion/Second by Flowers-Taylor/Ray to approve Application #FLA-17-01: Wayne K. Duncan the change to 8.993 acres, of the in Land Lot 103 of the 3rd Land District, on the future land use map from Low-Density Residential to Commercial for 2870 North Expressway on. Motion carried unanimously by all.***

2. **Conduct a Public Hearing for: Application #17-01Z: Wayne K. Duncan, Owner - Owen D. Snow, Agent - 2870 North Expressway (10.435 acres located in Land Lot 103 of the 3rd Land District) - requesting a rezoning from C-1, Highway Commercial and AR-1, Agricultural and Residential, to C- 1B, Heavy Commercial.**

***Motion/Second by Flowers-Taylor/Ray to approve Application #17-01Z: Wayne K. Duncan, Owner - Owen D. Snow, Agent, to rezone 8.9 Acres located in Land Lot 103 of the 3rd Land District, 2870 North Expressway be rezoned from C-1, Highway Commercial to C- 1B, Heavy Commercial with the conditions as recommended by staff. Motion carried unanimously by all.***

3. **Conduct a Public Hearing for: Application #17-02S: Stanley McCoy and Elizabeth McCoy, Owners - 137 Ginny Lane (5.6 acres located in Land Lot 56 of the 2nd Land District) - requesting a Special Exception to allow a Medical Hardship in the AR-1 District.**

Mr. Jacobs advised that this application is a request to place a mobile home on the property in an AR-1 District due to medical hardship.

The applicant's daughter suffers from cerebral palsy and her fiancé is legally blind and a statement from the doctor, Dr. Laurie Cochran, M.D. regarding both Ms. McCoy and her fiancé Robert Towne is included in the documentation provided for the Board. All other requirements per section 503(d)(2) have been met. Pursuant to Medical Hardships and temporary placement of the home, staff does recommend approval for the following reasons:

- Approval of this request will not be detrimental to the use or development of adjacent properties or to the general neighborhood.
- It will not adversely affect the health or safety of the residents.
- There should be no depreciating affects to neighboring properties from this approval.
- Should the special exception be granted, it should not negatively affect the existing use of the property.
- The request is temporary and will be removed from the property within 30 days at the time the need ceases to exist.

Mr. Jacobs advised that the Board of Appeals at their April meeting recommended approval by a vote of 4-0.

Elizabeth McCoy, 137 Ginny Lane, Griffin, Georgia stated she has applied for a medical hardship variance for her daughter who has been handicapped since birth with cerebral palsy and her fiancé, Robert Towne, who is legally blind. The request is to put a mobile home on our property so that the family will be able to assist the couple, once they are married, with their needs. She stated that her son's property connects to her property and he will be available to assist the couple as well.

Ms. McCoy advised that even though they will be able to take care of their basic needs without assistance, neither one is able to drive and they will require some assistance. That is the reason she has requested the variance.

Commissioner Flowers-Taylor asked Ms. McCoy if Dr. Cochran was Mr. Towne's doctor and if not how could she write a letter on his behalf.

Ms. McCoy advised that Mr. Towne currently lives in Wichita, KS and will be relocating to Georgia once the couple is married and that the doctors in Kansas had sent Mr. Towne's medical records to Dr. Cochran and she utilized those records to write her recommendation.

Commissioner Flowers-Taylor questioned Ms. McCoy extensively concerning the medical condition of her daughter and future son in law.

***Motion/Second by Hawbaker/Ray to approve Application #17-02S: Stanley McCoy and Elizabeth McCoy, Owners - 137 Ginny Lane (5.6 acres located in Land Lot 56 of the 2nd Land District) - requesting a Special Exception to allow a Medical Hardship in the AR-1 District. Motion carried 4-1 (Flowers-Taylor).***

4. Consider conceptual plan for proposed RaceTrac within TCC Overlay District.

Mr. Jacobs stated that pursuant to the TTC Overlay there is a provision within the language under Section 2206.b.c that references a concept plan. At any time there is a proposed development within the overlay it has to be reviewed by both the planning commission and the Board and ultimately approved by the Board of Commissioners.

Mr. Jacobs stated that this site is located at the corner of Zebulon Road

and 19/41 split. This site is on the northeast side of that intersection on the northbound side of 19/41. RaceTrac has expressed an interest in developing a gas station/convenience store at this location.

Mr. Jacobs added that there is a number of design criteria assigned to TCC's. Mr. Jacobs then gave the history of the TCC overlay requirements in Spalding County.

One of the considerations of the overlay is connectivity and accessibility by car and pedestrian traffic. TCC's are governed by a regulating plan and the regulating plan places emphasis on the road networks. The purpose of the plan is to take pressure off of 19/41 and to limit the curb cuts. The purpose of the overlay is to get everything internal while providing options to access new commercial sites within the overlay area without having to get back on 19/41.

Andy Welch, 2200 Keys Ferry Road, McDonough, Georgia, representative of RaceTrac Petroleum was present to answer any questions the Board may have. He advised that it has been a privilege to work with Chad and his staff on this project. He reviewed several different designs for the intersection and advised that they have contacted GDOT to try to purchase additional property so that the store can be better positioned within the location without such a large buffer area out front.

Mr. Welch stated that they are asking that the Board approve the two conceptual designs discussed this evening. One design is for the project if they are unable to get the additional land from GDOT and one design reflects their being able to purchase the land from GDOT. By approving both, they will not have to come back before the Board for approval of an alternate conceptual plan.

***Motion/Second by Hawbaker/Ray to approve the two conceptual plans for proposed RaceTrac within the TCC Overlay District. Motion carried unanimously by all.***

***Motion/Second by Ray/Flowers-Taylor to close the public hearing. Motion carried unanimously by all.***

## **XI. NEW BUSINESS-**

1. Consider approval of New 2017 Alcohol License for Retail Sale of Beer and Wine for:

- Patrick Yakam d.b.a. Mono Prix Foodmart at 390 Airport Rd., Griffin, GA.

Mr. Wilson stated that this is a new alcohol license for a new owner. Staff has reviewed the application and they have met all of the qualifications, recommend approval.

***Motion/Second by Flowers-Taylor/Johnson to approve a 2017 Alcohol License for Retail of Sale of Beer and Wine for Patrick Yakam, d.b.a. Mono Prix Foodmart at 390 Airport Road, Griffin, Georgia. Motion carried unanimously by all.***

2. Consider bids for construction of a roundabout at N. Hill Street, Northside Drive and Tuskegee Avenue (Intersection #2) and



replacement of the bridge on N. Hill Street over Cabin Creek with an arch culvert.

Mr. Wilson stated that this was discussed this morning. This is Intersection #2 the participation is 50% from the County and 50% from the City on construction of the roundabout. Earlier this year the County approved replacement of the bridge with an arch culvert and the labor for installation of this culvert is also being considered.

The projects were put out for bid and we received a total of six bids. There was one contractor who did not list all of their current projects on their bid tabulation and the fact that the bid form was not completed as requested and required along with their performance on the SR362/Rover-Zetella/Moreland Road Intersection, we not recommending them for this project, even though they are the low bid.

Staff is recommending McElroy Inc. for a total bid for Project A, which will be split 50/50, of \$1,174,077.40 and Project B, which is the culvert and as he advised this morning the County purchased the culvert separately from this process. This contract is to do the paving, the approaches, to install the culvert, to relocate the utilities, to install sidewalks, etc. \$697,673.80.

He stated that the county would be paying \$587,038.70 on Project A. Project B is approximately \$880,000 including the cost of the culvert.

Mr. Wilson advised that the County is under a time constraint to get the culvert project finished because there is a natural gas main line at that intersection that will have to be capped on the north side of Cabin Creek and on the south side of Cabin Creek during construction and replaced during the construction process and turned back on and we have a limited window of time from Georgia Natural Gas to get this accomplished.

Mr. Wilson advised that the City of Griffin will be voting on this next week and Dr. Keller will be recommending the same contractor for consideration.

Mr. Wilson added that Project A would come out of the 2008 SPLOST proceeds and Project B will come out of the 2016 SPLOST proceeds.

***Motion/Second by Flowers-Taylor/Hawbaker to approve the bid from McElroy Inc. as recommended for construction of a roundabout at N. Hill Street, Northside Drive and Tuskegee Avenue (Intersection #2) and replacement of the bridge on N. Hill Street over Cabin Creek with an arch culvert. Motion carried unanimously by all.***

3. Conduct public hearing to consider the establishment of street light district for Hunts Mill Estates.

***Motion/Second by Ray/Hawbaker to open a Public Hearing to consider the establishment of a street light district for Hunts Mill Estates. Motion carried unanimously by all.***

Mr. Wilson stated that it has been requested that the County establish a street light district for Hunts Mill Estates. Mr. Wilson then called for Public Comment and there was none.

***Motion/Second by Flowers-Taylor/Hawbaker to close the public hearing. Motion carried unanimously by all.***

4. Consider approval of street light district for Hunts Mill Estates.

***Motion/Second by Hawbaker/Flowers-Taylor to approve a street light district for Hunts Mill Estates. Motion carried unanimously by all.***

5. Consider appointment to the Spalding County Board of Health to fill the unexpired term of Dr. Bruce Reid to expire on 12/31/2022.

Commissioner Ray requested that the item be tabled until a qualified individual can be identified to fill the opening.

***Motion/Second by Ray/Flowers-Taylor to table the appointment to the Spalding County Board of Health to fill the unexpired term of Dr. Bruce Reid to expire on 12/31/2022. Motion carried unanimously by all.***

6. Commissioner Flowers-Taylor would like to discuss possible matching funds for Community donations to the youth football program from the Commissioners' contingency fund.

Commissioner Flowers-Taylor stated for a number of years due to the cost of the football program, the program has been forced to come to be Board and ask for funds for a scholarship program. This year the program has been revamped and the Parks and Recreation Department will be working with the School Board and Collaborative to offer some additional services for the kids that will be playing football.

The flag football registration has been extended and there is a plan for a six week camp to basically cover Football 101 for any child ages 5 to 12. This camp is going to be free and will be held every Saturday for six weeks for two hours of training. Assistance has been asked from professionals to come in and talk with the kids. Then the football season will start in May and will continue through to the end of the year.

It is hoped that through contact with these kids we will have a better grip on who they are, what their needs are, if we need to refer them back to the school system, or if we need to refer them to social services.

Commissioner Flowers-Taylor stated that they realize this would cost extra so the Park and Rec Advisory Board made a decision to try and raise money from the community.

Mr. Wilson advised that there is almost \$13,000 that has been raised to date and commitments that will bring the total to \$15,000.

Commissioner Flowers-Taylor advised that Park and Rec Staff have talked alot about the football and the hope is that we will be able to bring the price of playing down for all of the kids, even those who would have paid the \$160.00 so maybe a family with more than one child wanting to participate will be able to participate. The children who will need a scholarship, the fee will be minimal, but they will still have to pay something.

She advised that there will be costs for additional activities for the kids on the football fields. Workshops to help them with personality, there are a lot of kids who don't know how to talk to people, they don't have any soft skills. The plan is to work with them over the 6-7 month period assist them in developing these skills.

Teach them how to shake someone's hand when you meet them, how to look them in the eye when you talk to them, teach them to respect themselves and respect other people. This is not something that we think we are going to be able to do by ourselves, but we are working in combination with other groups that are going to bring their mentoring programs, the school system will bring their mentoring program on line in August and the Collaborative will be working with them and with us and we are hoping that with all of these different agencies adding pieces to this will help us to turn some of these kids around.

Commissioner Flowers-Taylor asked the Board to consider matching the funds, dollar for dollar, that were raised in the community as a show of support that this program can make a difference. Part of this money would be used to offset the cost of the football program and part of it would be used to provide other services for the kids.

Commissioner Flowers-Taylor stated that these funds would stay in a budget line item as there are other things that Parks and Rec are planning and we are not sure of the costs, but if we have to use the bus to take the kids to UGA for a professional game or someplace like that, even if we use Big Blue there is a cost.

Commissioner Ray expressed his concerns that we don't know what the total costs are going to be with regard to the amount of money required for the football program and asked that Kelly Leger put together some numbers so we will know what is in the budget, if the additional \$30,000 will be enough to cover the costs so they will not have to come back before the Board and ask for additional funding.

Commissioner Flowers-Taylor then stated that there are activities that they are going to try to do in conjunction with UGA and in conjunction with the school system but we have not worked the details out on at this time. This is a gang intervention program, we're looking to get a relationship with some kids that we would not normally have an opportunity to.

We have kids who just could not afford football or the parents don't want them to play tackle so we are opening up flag football as an option because we want to get them involved. We have to get them in before we can match them with a mentor or assess their needs.

Gang activity, addiction and violence all stem from an unmet need in a child's life. Whether it is loneliness or lack of nurturing. We may have to provide meals for kids who are practicing at 6 or 7 at night or the parent doesn't come to pick the kid up from practice and he is the last one there.

The goal of our program is to identify these kids and match them with mentors. There are mentors who have already signed up through the school system and have gone through their education program and the school system won't be fully utilizing them until August or September she believes so they are available for us to utilize now. We're going to industries asking them to incentivize their employees and have more of them be involved with the mentoring of these kids too.

Commissioner Flowers-Taylor stated that registration for flag and tackle football will start in May. Teams will be established and they will be meeting with these same teams from May through November.

***Motion/Second by Johnson/Flowers-Taylor designate a maximum of \$15,000 from the Commissioners' contingency fund to match dollar for dollar Community donations to the youth football program. Motion carried 4-1 (Ray).***

7. Aaron Roquemoire to address the Board concerning submitting an application for a 2018 Juvenile Justice Incentive Grant Program RFP.

Mr. Wilson advised that Mr. Roquemoire is here this evening.

Mr Roquemoire stated that he has talked with Commissioner Flowers-Taylor and several others regarding this request and he is here to explain how the grant works and the requirements of the program.

Mr. Roquemoire stated that he is asking the Boards assistance in applying for a State funded grant that will address delinquency issues of this County. This opportunity is only for Spalding County it is not for multiple counties. This is not a match grant, neither will the grant require any money from the County. We will not be asking for any resources to acquire the data or do the necessary report for the grant.

Mr. Roquemoire stated that the purpose of the grant is to reduce the recidivism rate of delinquency in this community. This community is one of the highest counties in the State for recidivism. He advised that contributing factors to recidivism are substance abuse, personality behavior, family circumstances, parenting attitudes, orientation and recreation. All of which enter into the individual acting out.

Commissioner Flowers-Taylor stated that there is a teen program of the Collaborative, that Parks and Rec is going to have programs to address some of these issues and the school system is planning programs. She asked "Are there any other organizations within the community that you have talked to with whom you plan to partner?"

Mr. Roquemoire assured Commissioner Flowers-Taylor that they are going to reach out and partner with every agency that they can. The success of this program will be scored by each of the variables listed.

Commissioner Ray stated that this is a reimbursement based grant so at some point the County is going to have to pay out the money and be reimbursed by the State.

Mr. Wilson advised that there is an attachment to the agenda that outlines the Juvenile Justice Incentive Grant Program. He stated that the number one thing of concern is under eligibility: "Applicants are limited to local county commissioners, Boards of Commissioners to apply on behalf of Juvenile Courts within Georgia." Some of the requirements of eligible applicants are to "be responsible and liable and oversee the financial program, post award reporting requirements, serve as fiscal agent for the grant and a point of contact."

Mr. Wilson stated that the grant award is for one year, the award period is July 1 – June 30 and the grant applications are due April 28<sup>th</sup>. Stated on page 6 of 25 this is a reimbursement grant. The Criminal

Justice Coordinating Council may award first time recipients an initial advance of the first three months of the grant cycle; however, subsequent to the first three months the grant will continue on a reimbursement only basis.

Mr. Wilson advised that essentially the County has to apply for the Grant, the County has to audit the Grant, the County has to submit the reports on time and we will be at the mercy of whoever is running this program to provide us with that information because as the County we will not be involved in the day to day operations. He also express his concern that the grant application is due on April 28<sup>th</sup>.

Mr. Roquemore stated that they will be recruiting a program manager to run the program and will have one on board to do the reporting.

Mr. Wilson stated that we would need a copy of the completed Grant Application for the Attorney to review before the Chairman would sign off on the document.

Commissioner Johnson asked why this is just now being presented with just 11 days before it has to be submitted.

Mr. Roquemore stated that that is how grants work they come out and there is a short windows of time in which to prepare them and submit them.

Commissioner Ray added that this particular grant was released on March 2<sup>nd</sup> of this year.

***Motion/Second by Ray/Johnson to disapprove a request by Aaron Roquemore to submit an application for the 2018 Juvenile Justice Incentive Grant Program RFP on behalf of Spalding County.***

Commissioner Flowers-Taylor expressed her concern that we do need another avenue to assist these young people. She stated that she has heard a lot regarding why we shouldn't apply for this grant and not enough about the possible good that this grant could do for the children of this county.

***Motion carried 4-1 (Flowers-Taylor).***

## **XII. REPORT OF COUNTY MANAGER**

- We are in the process of installing a 16 camera system at Fairmont Park the system was donated by Griffin Housing Authority, the Sheriff's Office and the City of Griffin Police Department and the Park and Recreation Department is installing the system.
- We have a proposal from Griffin Power for additional lighting at Fairmont Park it is approximately \$300.00 per month in addition to their current utility bill. This is also part of the enhancement of security at this facility.
- Wade Hutcheson and the County Agents have invited everyone to the ACCG-GACCA Farmhouse at the ACCG Annual Meeting.
- Cherry Hovatter retiring from Spalding County 4H Office after 35 Years of Service. Retirement Party will be Friday, May 12, from 3-6 p.m. at the Spalding County 4H Office.
- The Commissioners travel packets for the ACCG Annual Meeting in Savannah should be ready for pick up after Monday of next week.
- Ask the Board how may updated their UDO's. Do they want to continue getting paper copies or can they work with the on line copy available

through Municode. Consensus is that the Board would like to continue to receive paper copies of the UDO amendments.

- REMINDER: The Groundbreaking Ceremony for SCTC Education and Training Complex at Ellis Crossing will be April 26<sup>th</sup>, at 10:00 a.m.

### **XIII. REPORT OF COMMISSIONERS**

#### **Commissioner Donald Hawbaker –**

- He attended the Employee Appreciation Event and it was enjoyable and he always looks forward to the event.
- Asked when the presentation by the Barnes Law Firm on 911 fees would be.

Mr. Wilson stated that it will be on the May 15<sup>th</sup> Agenda. The contract documents were not received until after the agenda was set.

- He wanted to remind everyone of the National Day of Prayer event that is scheduled for May 4<sup>th</sup> on the Courthouse Veranda. He also appreciates the fact that Robert Sowell is holding monthly luncheon prayer meetings at the jail and he will be attending as many of those as he can.

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

- She stated that the Employee Appreciation Event was a great event.
- She asked what is up with the telephone system, she is having problems getting through to people on the phones. How long is it going to be before the phones are working.

Mr. Wilson stated that the Courthouse and the Annex are on the new telephone system. We are experiencing problems with AT&T in having our numbers ported.

- She stated that she felt the work session this morning was very informative and beneficial on the steps involved in getting a road paved.

#### **Commissioner Raymond Ray**

- Great job at the Employee Appreciate event, everyone had a great time and it was a beautiful spring day. He wanted to thank everyone who worked to put that event together.
- He wanted to extend a personal congratulations to Cherry Hovater at the 4H program, she has done an excellent job for the many years that she has been with the County.

#### **Commissioner Rita Johnson**

- She stated that the TSPLOST work session was very informative and hope that we can get that going in November.
- Commended Newton Galloway and Chad Jacobs on the update for Full Blown Firearms.

#### **Chairman Bart Miller** - None

### **XIV. CLOSED SESSION – None.**

### **XV. ADJOURNMENT**

***Motion/Second by Ray/Johnson to adjourn the meeting at 8:59 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 #17-01Z

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### Requesting Agency

Office of Community Development

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### Requested Action

Consider approval on second reading: Application #17-01Z: Wayne K. Duncan, Owner - Owen D. Snow, Agent - 2870 North Expressway (10.435 acres located in Land Lot 103 of the 3rd Land District) - requesting a rezoning from C-1, Highway Commercial and AR-1, Agricultural and 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 C-1 to C-1B, Conditional. Conditional approval as follows:

- Future Land Use Map shall be amended to Commercial.
- All outdoor storage shall be neat and orderly at all times.
- Only the 8.993 acres pursuant to the metes and bounds submitted shall be rezoned to C-1B for a mini-warehouse facility.
- All site lighting shall be designed so as not to glare onto adjacent properties or roadways.
- Proposed egress/ingress on Old Atlanta Road shall be right in / right out only.

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### Fiscal Impact / Funding Source

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### STAFF RECOMMENDATION

BOC public hearing and 1st reading on April 17, 2017.

### Approval

### ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Resolution #17-01Z	4/18/2017	Backup Material

APPLICATION FOR WAYNE K. DUNCAN  
FOR REZONING CERTAIN PROPERTY  
LOCATED WITHIN SPALDING COUNTY, GEORGIA;

REZONING APPLICATION #17-01Z

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 "C-1, Commercial;"

WHEREAS, Wayne K. Duncan, 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 February 20, 2017;

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 April 17, 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 103 of the 3<sup>rd</sup> District, originally Henry County, now Spalding County, Georgia, and being more particularly described as follows:

BEGINNING at a ½ inch rebar found on the easterly right-of-way of North Expressway – U.S. Hwy. 19/41 (200' R/W) 1,129.39 feet northerly from the intersection of said right-of-way and the south line of Land Lot 103; thence along said right-of-way North 01°25'14" East, a distance of 212.12 feet to a point; thence continuing along said right-of-way 615.72 feet along a curve to the right, said curve having a chord of North 03°32'55" East 615.64 feet and a radius of 11,081.25 feet to a 5/8 inch rebar found; thence leaving said right-of-way North 89°06'34" East, a distance of 507.37 feet to a ½ inch rebar set on the westerly right-of-way of Old Atlanta Road (60' R/W); thence along said right-of-way the following calls: 236.35 feet along a curve to the left, said curve having a chord of South 03°16'09" West 263.34 feet and a radius of 6,590.48 feet to a point; thence 110.98 feet along a curve to the left, said curve having a chord of South 00°19'08" West 110.97 feet and a radius of 2,852.82 feet to a point; thence 225.10 feet along a curve to the left, said curve having a chord of South 02°34'59" East 225.08 feet and a radius of 4,934.34 feet to a point; thence South 03°53'23" East, a distance of 70.46 feet to a ½ inch rebar found; thence leaving said right-of-way South 89°12'10" West, a distance of 271.79 feet to a ½ inch rebar found; thence South 00°47'36" East, a distance of 157.47 feet to a ½ inch rebar found; thence South 89°09'23" West, a distance of 280.41 feet to a ½ inch rebar found, being the POINT OF BEGINNING.

Said parcel is shown as Tract A and contains 8.993 acres of land.

From "C-1, Commercial" 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. Future Land Use Map shall be amended to Commercial.
- b. All outdoor storage shall be neat and orderly at all times.
- c. Only the 8.993 acres pursuant to the metes and bounds submitted shall be rezoned to C-1B for a mini-warehouse facility.
- d. All site lighting shall be designed so as not to glare onto adjacent properties or roadways.
- e. Proposed ingress/egress on Old Atlanta Road shall be right in / right out only.

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 May 1, 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 103 of the 3<sup>rd</sup> District, originally Henry County, now Spalding County, Georgia, containing 8.933 acres, 2870 North Expressway, 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 Moratorium on Equestrian and Rodeo Facilities

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**Requesting Agency**

County Manager

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**Requested Action**

Consider a Resolution to extend 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 to June 30, 2017.

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**Requirement for Board Action**

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**Is this Item Goal Related?**

No

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**Summary and Background**

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

Approval

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**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Resolution	5/3/2017	Backup Material
<input type="checkbox"/> History of Rodeos in Spalding County	2/16/2017	Cover Memo

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

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

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

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

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

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

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

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

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

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

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

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

**Section 4: Duration.** The moratorium period shall commence on Monday, February 13, 2017 at 12:00 a.m. and shall terminate on Friday, June 30, 2017 at 11:59 p.m., unless extended by the Board of Commissioners of Spalding County.

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

## William Wilson Jr.

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

Wm:

I pulled my old file. Here is what happened.

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

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

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

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

NMG

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



## SPALDING COUNTY BOARD OF COMMISSIONERS Amplification Permit- Griffin Moose Lodge

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### Requesting Agency

Clerk to the Commission

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### Requested Action

Consider approval of the following amplification permits as requested by Chris Smith of the Griffin Moose Lodge for various outdoor events to be held on the following dates at the Griffin Moose Lodge located at 1435 Zebulon Road:

- |                  |   |
|------------------|---|
| 1. May 29, 2017  | Memorial Day Family Pool Event from 2:00 p.m. - 6:00 p.m. |
| 2. June 24, 2017 | Annual Pool Luau from 7:00 p.m. - 11:00 p.m.              |
| 3. July 4, 2017  | 4th of July Pool Event from 2:00 p.m. - 6:00 p.m.         |
| 4. Sept. 4, 2017 | Labor Day Pool Event from 2:00 p.m. - 6:00 p.m.           |

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### Requirement for Board Action

Multiple permit applications require Board approvals.

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### Is this Item Goal Related?

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### Summary and Background

Chris Smith, Entertainment Director for the Griffin Moose Lodge is recommending approval of noise amplification permits for the above listed events, dates and times. Mr. Smith has paid fees in the amount of \$25.00 per event, totaling \$100.00. All requirements have been met and approved by Community Development. Due to the number of requests & requests after 9:00 p.m., the Board must render the final approval.

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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"/> Amplification Permit Requests - Moose Lodge	4/12/2017	Backup Material

\$25.00  
FEES PAID



OK #3143

4-11-17

DATE

**SPALDING COUNTY  
PERMIT APPLICATION  
FOR AMPLIFICATION EVENT**

**NOTE: THIS APPLICATION MUST BE RETURNED TO THE BOARD OF COMMISSIONERS OFFICE AT LEAST 30 DAYS IN ADVANCE OF THE EVENT.**

YOUR NAME: Chris Smith SIGNATURE: [Signature] <sup>Lodge officer</sup>  
<sup>Outer Guard</sup>  
<sup>Entertainment Chair</sup>

NAME OF ORGANIZATION RESPONSIBLE FOR EVENT: \_\_\_\_\_

Griffin Moose Lodge

PHONE NUMBER: 770-597-9152 cell Lodge 770-228-1173

ADDRESS OF RESPONSIBLE ORGANIZATION: 1435 Zebulon Rd., Griffin Ga 30224

TYPE OF EVENT (DESCRIBE): Memorial Day Family Pool Event

EVENT ADDRESS/LOCATION: 1435 Zebulon Rd., Griffin Ga. 30224

DATE AND TIME OF EVENT: (beginning hour and ending hour): 5-29-17 2pm-6pm

**PLEASE ATTACH THE FOLLOWING INFORMATION:**

- Permission letter from owner of property where event is to be held.
- Map showing the location of the event and all surrounding homes and/or businesses. (Tax Map from Q Public is acceptable)
- Applicant certifies that all adjacent property owners have been notified prior to event.

For requests under five hours, a \$25.00 fee will be accessed. For requests over five hours, a \$50.00 fee will be accessed.

Return this application to the County Commissioners Office. It will be routed to the Community Development and the Sheriff's Department for Review. Once application is approved by Community Development, and documentation received from the Sheriff's Department, only applicable permit applications shall be placed on a County Commissioners' agenda for consideration. All other applications will be approved by Community Development.

[Signature]  
APPLICANT

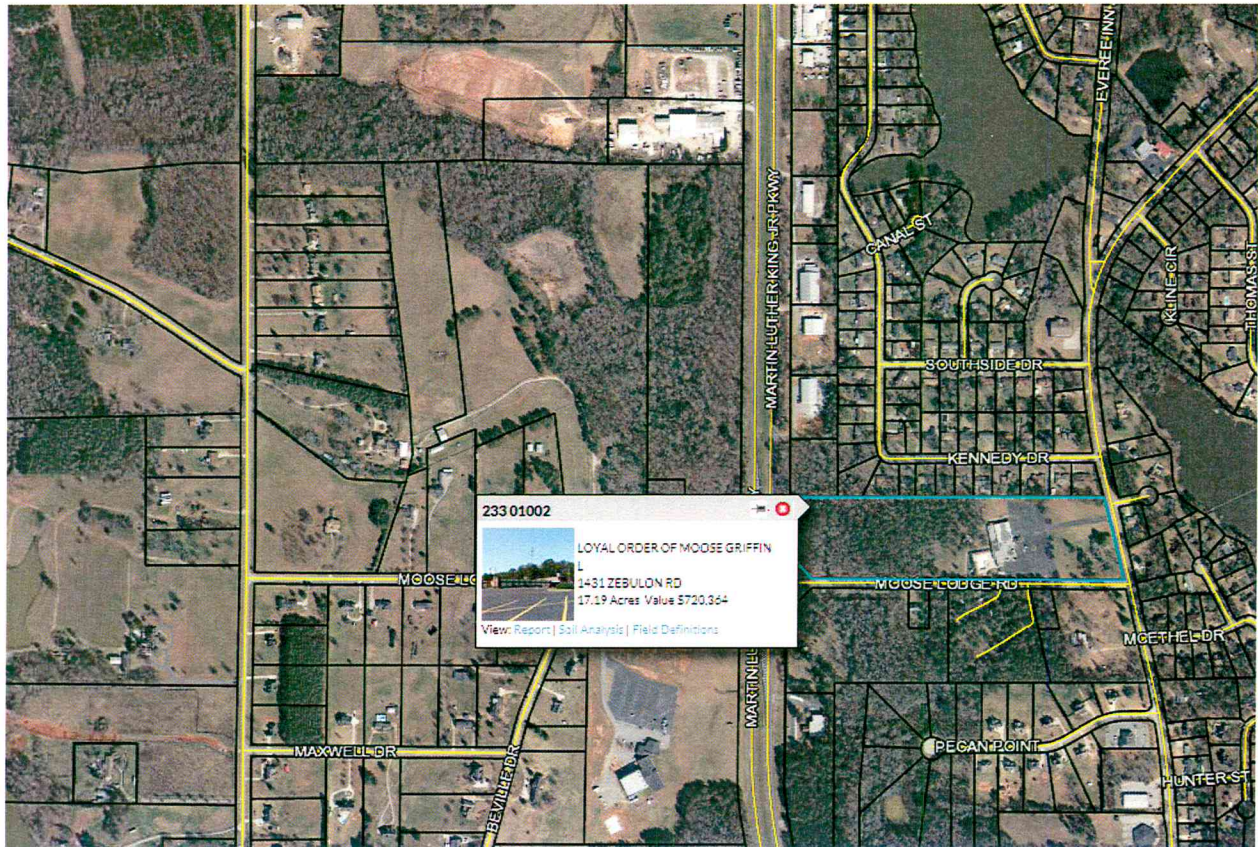
4-11-17  
DATE

[Signature]  
(YES) (NO) COMMUNITY DEVELOPMENT

4-11-17  
DATE

REMARKS: \_\_\_\_\_





233 01002



LOYAL ORDER OF MOOSE GRIFFIN  
L  
1431 ZEBULON RD  
17.19 Acres Value \$720,364

[View Report](#) | [Soil Analysis](#) | [Field Definitions](#)

2500  
FEES PAID



CL# 3143

4-11-17  
DATE

**SPALDING COUNTY  
PERMIT APPLICATION  
FOR AMPLIFICATION EVENT**

**NOTE: THIS APPLICATION MUST BE RETURNED TO THE BOARD OF COMMISSIONERS OFFICE AT LEAST 30 DAYS IN ADVANCE OF THE EVENT.**

YOUR NAME: Chris Smith SIGNATURE: [Signature] Lodge officer  
Outfit Guard  
Entertainment Chair

NAME OF ORGANIZATION RESPONSIBLE FOR EVENT: Griffin Moose Lodge

PHONE NUMBER: 770-597-9152 cell Lodge 770-228-1173

ADDRESS OF RESPONSIBLE ORGANIZATION: 1435 Zebulon Rd., Griffin Ga 30224

TYPE OF EVENT (DESCRIBE): Luan Plou Event

EVENT ADDRESS/LOCATION: 1435 Zebulon Rd., Griffin Ga. 30224

DATE AND TIME OF EVENT: (beginning hour and ending hour): 6-24-17 7pm - 11pm

**PLEASE ATTACH THE FOLLOWING INFORMATION:**

- Permission letter from owner of property where event is to be held.
- Map showing the location of the event and all surrounding homes and/or businesses. (Tax Map from Q Public is acceptable)
- Applicant certifies that all adjacent property owners have been notified prior to event.

For requests under five hours, a \$25.00 fee will be accessed. For requests over five hours, a \$50.00 fee will be accessed.

Return this application to the County Commissioners Office. It will be routed to the Community Development and the Sheriff's Department for Review. Once application is approved by Community Development, and documentation received from the Sheriff's Department, only applicable permit applications shall be placed on a County Commissioners' agenda for consideration. All other applications will be approved by Community Development.

[Signature]  
APPLICANT

4-11-17  
DATE

[Signature]  
(YES) (NO) COMMUNITY DEVELOPMENT

4-11-17  
DATE

REMARKS: \_\_\_\_\_



2500  
FEES PAID



CE#3143

4-11-17

DATE

**SPALDING COUNTY  
PERMIT APPLICATION  
FOR AMPLIFICATION EVENT**

**NOTE: THIS APPLICATION MUST BE RETURNED TO THE BOARD OF COMMISSIONERS OFFICE AT LEAST 30 DAYS IN ADVANCE OF THE EVENT.**

YOUR NAME: Chris Smith SIGNATURE: [Signature] <sup>Lodge officer</sup>  
<sup>Outer Guard</sup>  
<sup>Entertainment Chair</sup>

NAME OF ORGANIZATION RESPONSIBLE FOR EVENT: \_\_\_\_\_

Griffin Moose Lodge

PHONE NUMBER: 770-597-9152 cell Lodge 770-228-1173

ADDRESS OF RESPONSIBLE ORGANIZATION: 1435 Zebulon Rd, Griffin Ga 30224

TYPE OF EVENT (DESCRIBE): July 4th Family Pool Event

EVENT ADDRESS/LOCATION: 1435 Zebulon Rd, Griffin Ga. 30224

DATE AND TIME OF EVENT: (beginning hour and ending hour): 7-4-17 2pm-6pm

**PLEASE ATTACH THE FOLLOWING INFORMATION:**

- Permission letter from owner of property where event is to be held.
- Map showing the location of the event and all surrounding homes and/or businesses. (Tax Map from Q Public is acceptable)
- Applicant certifies that all adjacent property owners have been notified prior to event.

For requests under five hours, a \$25.00 fee will be accessed. For requests over five hours, a \$50.00 fee will be accessed.

Return this application to the County Commissioners Office. It will be routed to the Community Development and the Sheriff's Department for Review. Once application is approved by Community Development, and documentation received from the Sheriff's Department, only applicable permit applications shall be placed on a County Commissioners' agenda for consideration. All other applications will be approved by Community Development.

[Signature]  
APPLICANT

4-11-17  
DATE

[Signature]  
(YES) (NO) COMMUNITY DEVELOPMENT

4-11-17  
DATE

REMARKS: \_\_\_\_\_

25.00  
FEES PAID



CP# 3143  
4-11-2017  
DATE

**SPALDING COUNTY  
PERMIT APPLICATION  
FOR AMPLIFICATION EVENT**

**NOTE: THIS APPLICATION MUST BE RETURNED TO THE BOARD OF COMMISSIONERS OFFICE AT LEAST 30 DAYS IN ADVANCE OF THE EVENT.**

YOUR NAME: Chris Smith SIGNATURE: [Signature] <sup>Lodge officer</sup>  
<sup>Outfit Guard</sup>  
<sup>Entertainment Chair</sup>

NAME OF ORGANIZATION RESPONSIBLE FOR EVENT: \_\_\_\_\_

Griffin Moose Lodge

PHONE NUMBER: 770-597-9152 cell Lodge 770-228-1173

ADDRESS OF RESPONSIBLE ORGANIZATION: 1435 Zebulon Rd., Griffin Ga 30224

TYPE OF EVENT (DESCRIBE): Labor Day Family Pool Event

EVENT ADDRESS/LOCATION: 1435 Zebulon Rd., Griffin Ga. 30224

DATE AND TIME OF EVENT: (beginning hour and ending hour): 9-4-17 2pm-6pm

**PLEASE ATTACH THE FOLLOWING INFORMATION:**

- Permission letter from owner of property where event is to be held.
- Map showing the location of the event and all surrounding homes and/or businesses. (Tax Map from Q Public is acceptable)
- Applicant certifies that all adjacent property owners have been notified prior to event.

For requests under five hours, a \$25.00 fee will be accessed. For requests over five hours, a \$50.00 fee will be accessed.

Return this application to the County Commissioners Office. It will be routed to the Community Development and the Sheriff's Department for Review. Once application is approved by Community Development, and documentation received from the Sheriff's Department, only applicable permit applications shall be placed on a County Commissioners' agenda for consideration. All other applications will be approved by Community Development.

[Signature]  
APPLICANT

4-11-17  
DATE

[Signature]  
(YES) (NO) COMMUNITY DEVELOPMENT

4-11-17  
DATE

REMARKS: \_\_\_\_\_



## SPALDING COUNTY BOARD OF COMMISSIONERS Amplification Permit- Davis Graduation

---

**Requesting Agency**

County Clerk

---

**Requested Action**

Consider request for amplification permit from Kevin Davis who will be hosting a Graduation Party at 104 Huntington Terrace, Griffin, Georgia on May 20, 2017 from 6:00 p.m. until 11:00 p.m.

---

**Requirement for Board Action**

Amplification permit applications require Board approvals.

---

**Is this Item Goal Related?**

---

**Summary and Background**

Community Development and the Sheriff's Office has approved the request from 6:00 p.m. to 11:00 p.m.

---

**Fiscal Impact / Funding Source**

N/A

---

**STAFF RECOMMENDATION**

Approval

---

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Amplification Permit - Davis Graduation	5/5/2017	Cover Memo



25<sup>00</sup> Cash  
FEES PAID  
Rec # 025478



5-4-2017  
DATE

SPALDING COUNTY  
PERMIT APPLICATION  
FOR AMPLIFICATION EVENT

NOTE: THIS APPLICATION MUST BE RETURNED TO THE BOARD OF COMMISSIONERS OFFICE AT LEAST 30 DAYS IN ADVANCE OF THE EVENT.

YOUR NAME: Kevin S Davis SIGNATURE: Kevin S Davis

NAME OF ORGANIZATION RESPONSIBLE FOR EVENT: 104  
Huntington Terrace Griffin Ga 30224

PHONE NUMBER: 770-778-2441

ADDRESS OF RESPONSIBLE ORGANIZATION: 104  
Huntington Terrace Griffin Ga 30224

TYPE OF EVENT (DESCRIBE): Graduation Party

EVENT ADDRESS/LOCATION: 104  
Huntington Terrace Griffin Ga 30224

DATE AND TIME OF EVENT: (beginning hour and ending hour): 8:00pm - 11:00pm  
May 20, 2017

PLEASE ATTACH THE FOLLOWING INFORMATION:

- Permission letter from owner of property where event is to be held.
- Map showing the location of the event and all surrounding homes and/or businesses. (Tax Map from Q Public is acceptable)
- Applicant certifies that all adjacent property owners have been notified prior to event.

For requests under five hours, a \$25.00 fee will be assessed. For requests over five hours, a \$50.00 fee will be assessed.

Return this application to the County Commissioners Office. It will be routed to the Community Development and the Sheriff's Department for Review. Once application is approved by Community Development, and documentation received from the Sheriff's Department, only applicable permit applications shall be placed on a County Commissioners' agenda for consideration. All other applications will be approved by Community Development.

Kevin S Davis  
APPLICANT

5-4-17  
DATE

Chad S. S.  
(YES) (NO) COMMUNITY DEVELOPMENT

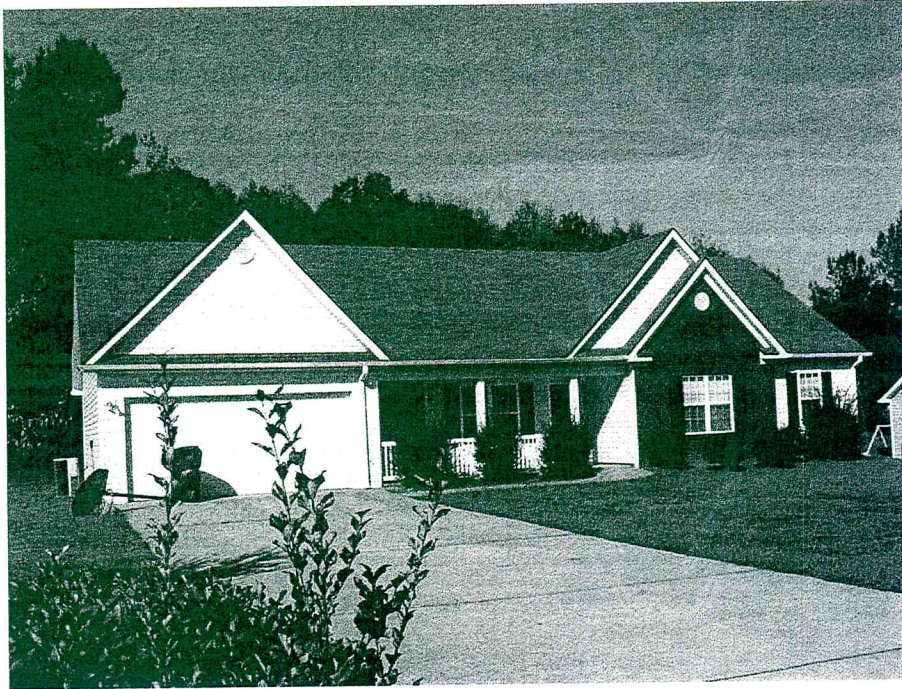
5-5-17  
DATE

REMARKS: \_\_\_\_\_

Event will be held at  
104 Huntington terrace from 8pm  
until 1Am on May 20 2017.

Ken S Davis







## SPALDING COUNTY BOARD OF COMMISSIONERS SCP Pod 37C Final Plat

---

**Requesting Agency**

Office of Community Development

---

**Requested Action**

Consider approval of final plat for Sun City Peachtree Subdivision - Pod 37C.

---

**Requirement for Board Action**

Appendix A - Section 408.

---

**Is this Item Goal Related?**

No

---

**Summary and Background**

Request from Pulte Homes for final plat approval has been received in the Community Development office.

---

**Fiscal Impact / Funding Source**

---

**STAFF RECOMMENDATION**

All criteria has been met for approval of final plat.

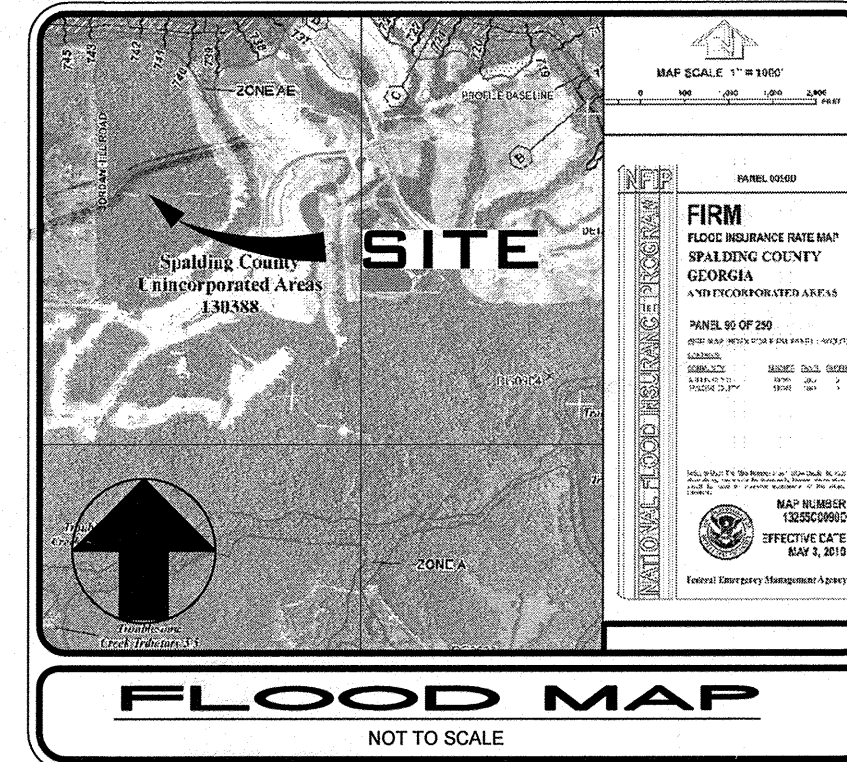
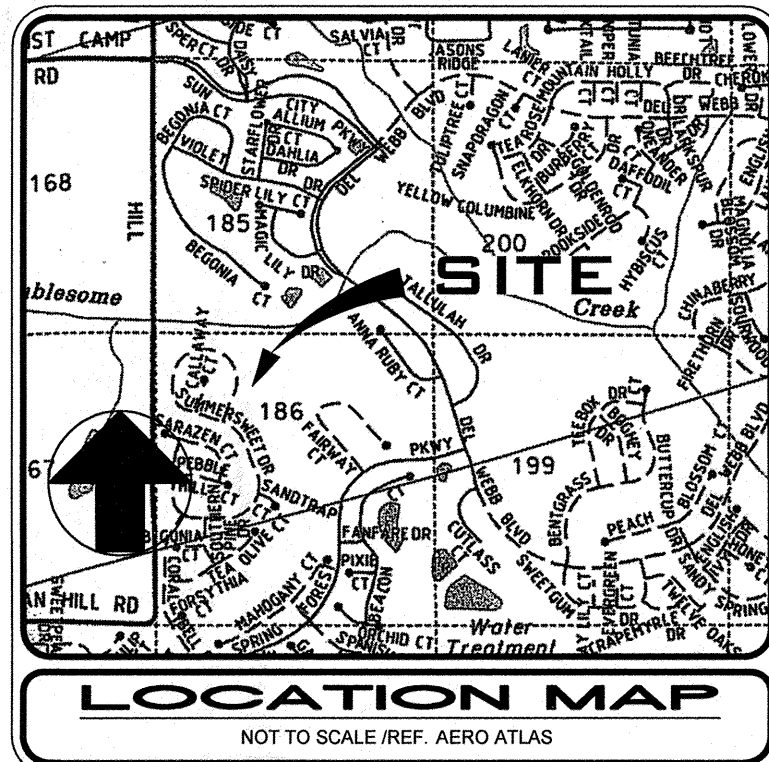
**RECOMMEND APPROVAL****ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Final Plat Pod 37C	5/8/2017	Backup Material
<input type="checkbox"/> Memo from CD Director Chad Jacobs	5/8/2017	Backup Material



FINAL PLAT  
SUN CITY PEACHTREE  
POD 37C

LAND LOTS 185 & 186  
SPALDING COUNTY, GEORGIA  
3RD DISTRICT



THIS BOX RESERVED FOR  
THE CLERK OF THE  
SUPERIOR COURT

PULTE HOMES  
OWNER'S CERTIFICATE

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON WHICH WAS CONVEYED TO ME (US) BY DEED RECORDED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT IN SPALDING COUNTY AT BOOK 3429, PAGE 181, AND THAT (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING LINES, AND DEDICATE ALL ALLEYS, WALKS, EASEMENTS, PARK OR OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

OWNER(S) Signature of Property Owner

DATE: 4/14/17

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS FINAL PLAT IS A TRUE REPRESENTATION OF THE RESULTS OF AN ACTUAL SURVEY BY ME, OR UNDER MY SUPERVISION, CONFORMING TO THE NORMAL STANDARDS OF CARE OF PROFESSIONAL SURVEYORS PRACTICING IN THE STATE OF GEORGIA AND THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED "FUTURE" AND THAT THE SURVEYING REQUIREMENTS FOR PRELIMINARY PLATS OF THE SUBDIVISION ORDINANCE OF SPALDING COUNTY HAVE BEEN FULFILLED.

BARRON M. DUNN, RLS NO. 3351 DATE 4-14-17  
FOR THE FIRM TRAVIS PRUITT & ASSOCIATES, INC.

SURVEYOR CERTIFICATIONS

AS REQUIRED BY SUBSECTION (C) OF O.C.G.A. SECTION 15-6-67, THE REGISTERED LAND SURVEYOR HEREBY CERTIFIES THAT THIS MAP, PLAT, OR PLAN HAS BEEN APPROVED FOR FILING IN WRITING BY ANY AND ALL APPLICABLE MUNICIPAL, COUNTY, OR MUNICIPAL-COUNTY PLANNING COMMISSIONS OR MUNICIPAL OR COUNTY GOVERNING AUTHORITIES OR THAT SUCH GOVERNMENTAL BODIES HAVE AFFIRMED IN WRITING THAT APPROVAL IS NOT REQUIRED.

THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS MAP, PLAT, OR PLAN FOR FILING:

SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER AS TO INTENDED USE OF ANY PARCEL.

THE REGISTERED LAND SURVEYOR FURTHER CERTIFIES THAT THIS MAP, PLAT, OR PLAN COMPLIES WITH THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE GEORGIA SUPERIOR COURT CLERKS' COOPERATIVE AUTHORITY.

Barron M. Dunn, Georgia RLS No. 3351

Date

COMMISSION CERTIFICATE

I HEREBY CERTIFY THAT THIS FINAL PLAT WAS APPROVED BY THE SPALDING COUNTY BOARD OF COMMISSIONERS ON DATE: 4/14/17, AND THAT THE REQUIRED IMPROVEMENTS HAVE BEEN CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH THE APPROVED CONSTRUCTION PLAN OR THAT SATISFACTORY SURETY HAS BEEN FILED IN A FORM AND AMOUNT AS PRESCRIBED BY THIS ORDINANCE.

CHAIRMAN  
SPALDING COUNTY  
BOARD OF COMMISSIONERS

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT ACCEPTED ENGINEERING PROCEDURES AND DESIGN METHODS WERE USED TO ESTABLISH THE LAYOUT OF THIS DEVELOPMENT; THAT THE STREETS, DRAINAGE STRUCTURES AND ANY OTHER DESIGN FEATURES HAVE BEEN CONSTRUCTED AS PER THE APPROVED CONSTRUCTION PLAN FOR SUBDIVISION, OR THAT SATISFACTORY SURETY TO GUARANTEE COMPLIANCE THEREWITH HAS BEEN FILED WITH SPALDING COUNTY IN THE FORM AND AMOUNT AS PRESCRIBED IN ITS SUBDIVISION ORDINANCE; AND THAT ALL APPLICABLE ENGINEERING REQUIREMENTS AS PRESCRIBED BY THE SUBDIVISION ORDINANCE OF SPALDING COUNTY HAVE BEEN FULFILLED.

William F. Moss, P.E. NO. 35095 DATE 4-18-2017  
FOR THE FIRM TRAVIS PRUITT & ASSOCIATES, INC.

DEVELOPMENT DATA

SITE AREA:  
POD 37C:  
TOTAL AREA: 25.589 ACRES  
LOTS: 13.648 ACRES  
OPEN SPACE: 8.914 ACRES  
RIGHT OF WAY: 3.027 ACRES

ZONING: AAR

BUILDING SETBACK LOT REQUIREMENTS:  
5' MINIMUM FRONT YARD PER COUNTY (DEVELOPER USING 20 FT.)  
10' MINIMUM SIDE YARD BETWEEN STRUCTURES PER COUNTY (DEVELOPER USING 5 FT. FROM EACH SIDE)  
20' MINIMUM SIDE CORNER  
20' MINIMUM REAR YARD

LOT SUMMARY:  
TOTAL SITE: 71 SINGLE FAMILY RESIDENTIAL LOTS  
LOT DENSITY: 5.2 LOTS PER ACRE  
MINIMUM LOT WIDTH = 47.68 FEET  
MINIMUM LOT FRONTAGE ON CUL-DE-SAC = 48.31 FT.

TOTAL LENGTH OF ROADS:  
TOTAL LENGTH OF ROADS IN THIS PHASE = 2,546 L.F.  
TOTAL LENGTH OF FIREFLY COURT = 2,316 L.F.  
TOTAL LENGTH OF COFFEE BERRY COURT = 230 L.F.

DATUM:

CONTROL IS BASED ON GEORGIA WEST STATE PLANE COORDINATES, NORTH AMERICAN HORIZONTAL DATUM OF 1983 (NAD83) AND NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) MEASURED IN US SURVEY FEET.

FLOOD HAZARD NOTE:

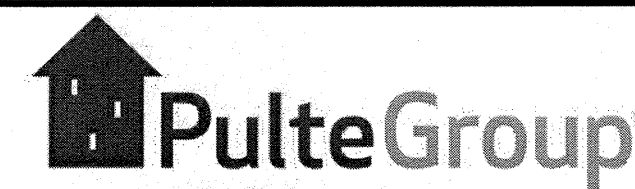
THIS PROPERTY DOES LIE WITHIN A 100 YEAR FLOOD HAZARD ZONE AS DEFINED BY THE F.E.M.A. FLOOD INSURANCE RATE MAP OF SPALDING COUNTY, GEORGIA, COMMUNITY PANEL NUMBER 13255C0090D, DATED MAY 3, 2010.

WETLAND NOTE:

ANY DISTURBANCE OF WETLANDS REQUIRES A FEDERAL PERMIT FROM THE U.S. ARMY CORPS OF ENGINEERS.

BOUNDARY NOTE:

BOUNDARY INFORMATION TAKEN FROM:  
1. ALTA/ACSM SURVEY PREPARED FOR MINERVA SPRING LAKE, L.P. & NORTH SPALDING DEVELOPMENT COMPANY, L.L.C. & CHICAGO TITLE INSURANCE COMPANY & PULTE HOME CORPORATION PREPARED BY POINT TO POINT LAND SURVEYORS, DATED JANUARY 26, 2010 AND LAST REVISED FEBRUARY 16, 2010.  
2. LIMITED WARRANTY DEED FILED AND RECORDED WITH CLERK OF SUPERIOR COURT OF SPALDING COUNTY ON FEBRUARY 25, 2010 IN DEED BOOK 3429, PAGE 181.



Pulte Home Company LLC

GA Division Office:

2475 Northwinds Pkwy | Suite 600 | Alpharetta, GA 30009

Pulte.com/Atlanta

Emergency contact: Tim Poff  
Ph: 770-616-2906

SHEET INDEX

SHEET No.	DESCRIPTION
1	COVER
2	OVERALL PLAN
3	NOTES
4-7	FINAL PLAT
8	POND DETAILS

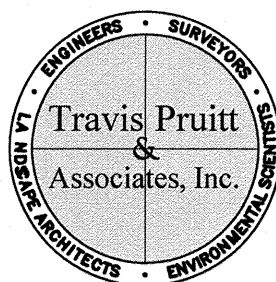
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Travis Pruitt & Associates, Inc.

THESE DRAWINGS AND THEIR REPRODUCTIONS ARE THE PROPERTY OF THE ENGINEER AND MAY NOT BE REPRODUCED, PUBLISHED, OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF THIS ENGINEER.

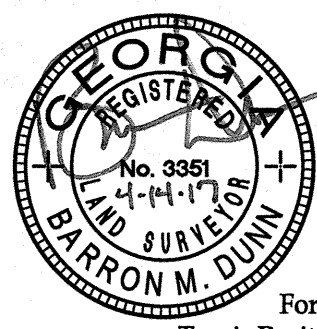
NO.	DATE	DESCRIPTION	BY
1			
2			
3			
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6			
7			
8			

REVISIONS

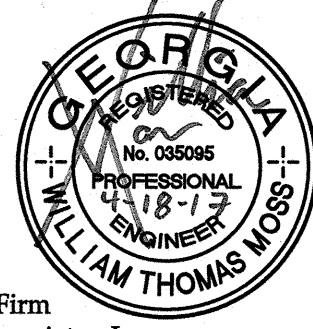


4317 Park Drive, Suite 400  
Norcross, Georgia 30093  
Phone: (770) 416-7511  
Fax: (770) 416-6759  
www.travispruitt.com

Contact Person: ANDREW BLAKEY  
Certificate of Authorization Number 613



For The Firm  
Travis Pruitt & Associates, Inc.



Cover

SUN CITY PEACHTREE  
POD 37C

LAND LOTS 185 & 186, 3RD DISTRICT, SPALDING COUNTY, GEORGIA

This survey was prepared in conformity with The Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.

DATE: 3-16-17

SCALE: N/A

LSV: COVER

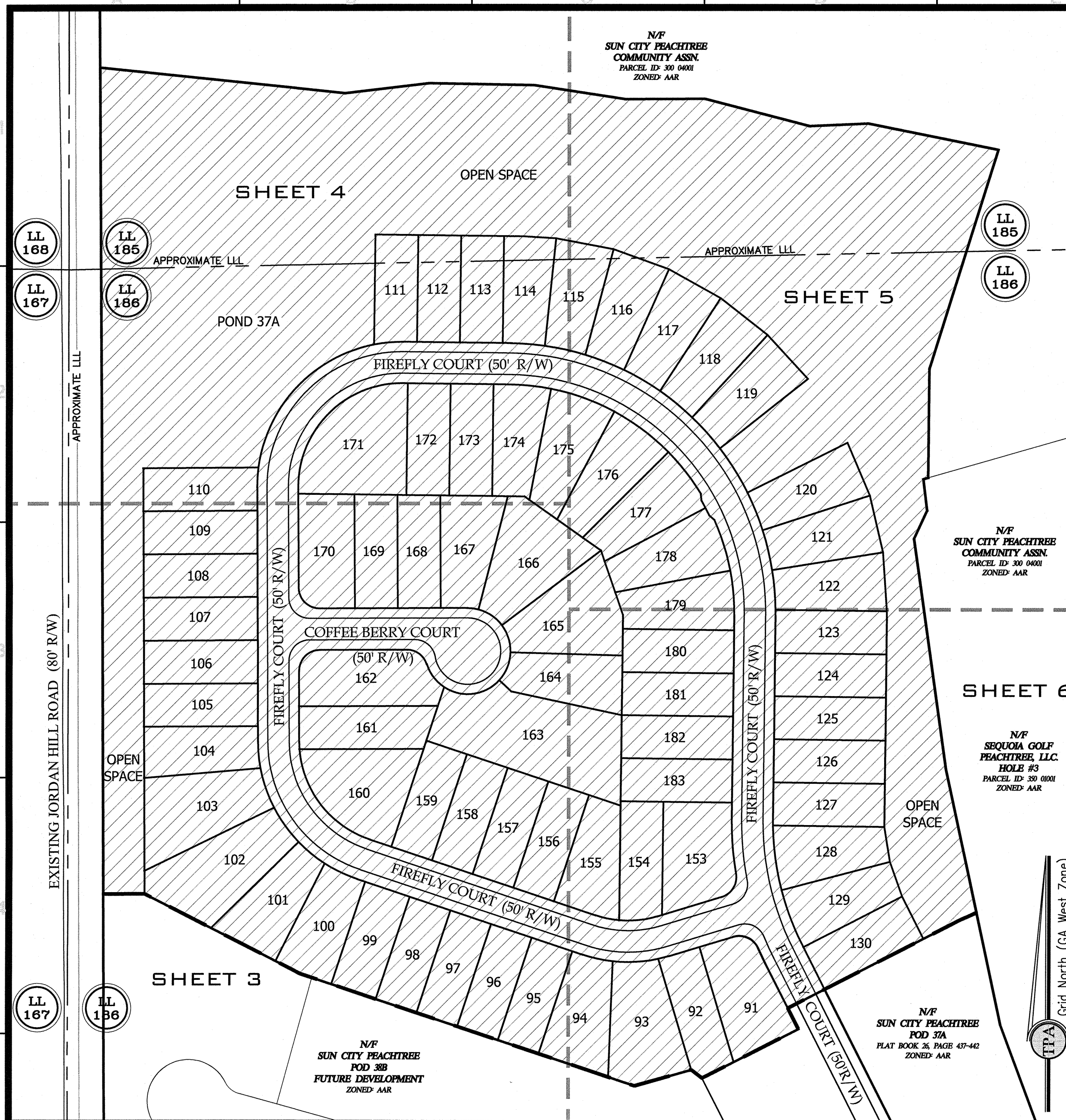
CN: 110039 FP 37C

JN: 1-11-0039

FN: 116-C-2941

SHEET 1 OF 8





Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	19.81'	375.00'	S25°29'52"E	19.81'
C2	36.14'	25.00'	N65°23'39"W	33.07'
C3	14.17'	175.00'	N75°30'57"E	14.17'
C4	55.47'	175.00'	N86°54'57"E	55.24'
C5	37.64'	175.00'	S77°50'31"E	37.57'
C6	43.18'	175.00'	S64°36'42"E	43.07'
C7	41.09'	175.00'	S50°48'59"E	41.00'
C8	51.00'	175.00'	S35°44'25"E	50.82'
C9	50.92'	175.00'	S19°03'23"E	50.74'
C10	32.03'	175.00'	S05°28'39"E	31.99'
C11	23.74'	175.00'	S03°39'11"W	23.72'
C12	218.32'	175.00'	S43°16'45"W	204.44'
C13	35.49'	175.00'	S84°49'41"W	35.43'
C14	41.42'	325.00'	N85°42'42"W	41.39'
C15	50.47'	325.00'	N77°36'45"W	50.42'
C16	50.46'	325.00'	N68°42'58"W	50.41'
C17	50.45'	325.00'	N59°49'15"W	50.40'
C18	50.45'	325.00'	N50°55'37"W	50.40'
C19	50.44'	325.00'	N42°02'01"W	50.39'
C20	63.07'	325.00'	N32°01'39"W	62.98'
C21	49.01'	325.00'	N22°08'51"W	48.96'
C22	49.45'	325.00'	N13°28'07"W	49.40'
C23	48.06'	325.00'	N04°52'27"W	48.01'
C24	7.24'	325.00'	N00°00'01"W	7.24'
C25	8.14'	325.00'	S00°04'48"E	8.14'
C26	78.74'	325.00'	S07°44'18"E	78.55'
C27	69.95'	325.00'	S20°50'42"E	69.82'
C28	67.16'	375.00'	S04°29'34"E	67.07'
C29	36.14'	25.00'	N31°47'11"E	33.07'
C30	47.33'	125.00'	N84°02'38"E	47.05'
C31	29.30'	125.00'	S78°23'40"E	29.23'
C32	146.70'	125.00'	S38°03'34"E	138.42'
C33	9.17'	125.00'	S02°20'11"E	9.17'
C34	39.27'	25.00'	S44°45'59"W	35.36'
C35	31.69'	25.00'	N53°55'25"W	29.61'
C36	35.57'	52.00'	S37°12'41"E	34.88'
C37	73.24'	52.00'	N82°50'22"E	67.34'
C38	37.14'	52.00'	N22°01'35"E	36.36'
C39	34.89'	52.00'	N17°39'23"W	34.24'
C40	34.96'	52.00'	N56°08'18"W	34.31'
C41	13.46'	52.00'	N82°48'59"W	13.43'
C42	39.27'	25.00'	S45°14'01"E	35.36'
C43	198.25'	125.00'	S45°12'07"W	178.12'
C44	64.19'	275.40'	N17°30'44"W	64.05'
C45	64.12'	274.54'	N38°02'00"W	63.97'
C46	81.96'	274.54'	N53°16'35"W	81.66'
C47	54.10'	275.40'	N05°12'24"W	54.02'
C48	81.99'	274.54'	N70°23'05"W	81.69'
C49	49.77'	274.54'	N84°08'02"W	49.70'

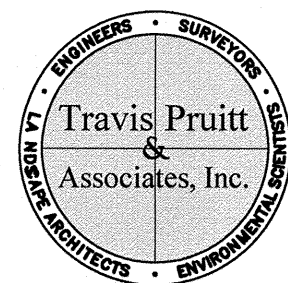
Lot Chart			Lot Chart		
Lot	Sq. Ft.	Acres	Lot	Sq. Ft.	Acres
91	10,267	0.236	125	7,020	0.161
92	7,688	0.176	126	7,020	0.161
93	11,340	0.260	127	7,020	0.161
94	9,184	0.211	128	8,237	0.189
95	6,760	0.155	129	8,000	0.184
96	6,760	0.155	130	7,649	0.176
97	6,760	0.155	131	10,464	0.240
98	6,760	0.155	132	7,373	0.169
99	7,410	0.170	133	8,307	0.191
100	8,306	0.191	134	7,020	0.161
101	8,766	0.201	135	7,020	0.161
102	13,226	0.304	136	7,020	0.161
103	12,227	0.281	137	7,020	0.161
104	7,812	0.179	138	11,909	0.273
105	7,176	0.165	139	8,301	0.191
106	7,176	0.165	140	10,904	0.250
107	7,176	0.165	141	21,032	0.483
108	7,176	0.165	142	8,285	0.190
109	7,176	0.165	143	11,563	0.265
110	7,189	0.165	144	11,857	0.272
111	6,713	0.154	145	8,674	0.199
112	6,671	0.153	146	7,067	0.162
113	6,671	0.153	147	7,108	0.163
114	7,347	0.169	148	9,223	0.212
115	7,857	0.180	149	14,331	0.329
116	7,972	0.183	150	7,020	0.161
117	8,072	0.185	151	7,020	0.161
118	8,155	0.187	152	8,690	0.199
119	8,218	0.189	153	8,868	0.204
120	7,989	0.183	154	7,020	0.161
121	8,084	0.186	155	7,020	0.161
122	8,011	0.184	156	7,020	0.161
123	7,020	0.161	157	7,020	0.161
124	7,020	0.161	158	7,020	0.161

Open Space Chart		
Lot	Sq. Ft.	Acres
OPEN SPACE	388,325	8.915

Lot Line Table		
Line #	Direction	Length
L1	S05°13'40"E	8.01'
L2	S27°43'40"E	10.40'
L3	S50°13'40"E	7.92'
L4	S27°43'40"E	10.40'

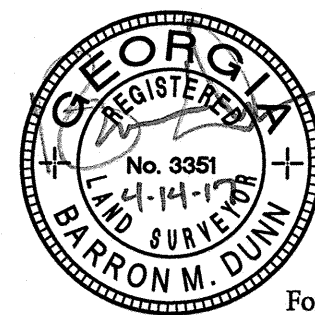
NO.	DATE	DESCRIPTION	BY
1			
2			
3			
4			
5			
6			
7			
8			

REVISIONS



4317 Park Drive, Suite 400  
Norcross, Georgia 30093  
Phone: (770) 416-7511  
Fax: (770) 416-6759  
www.travispruitt.com

Contact Person: ANDREW BLAKEY  
Certificate of Authorization Number 613

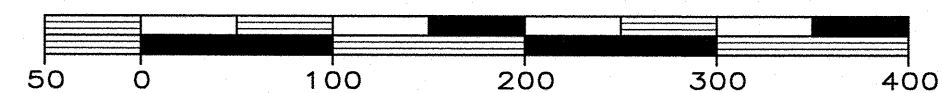


For The Firm  
Travis Pruitt & Associates, Inc.



Overall  
SUN CITY PEACHTREE  
POD 37C

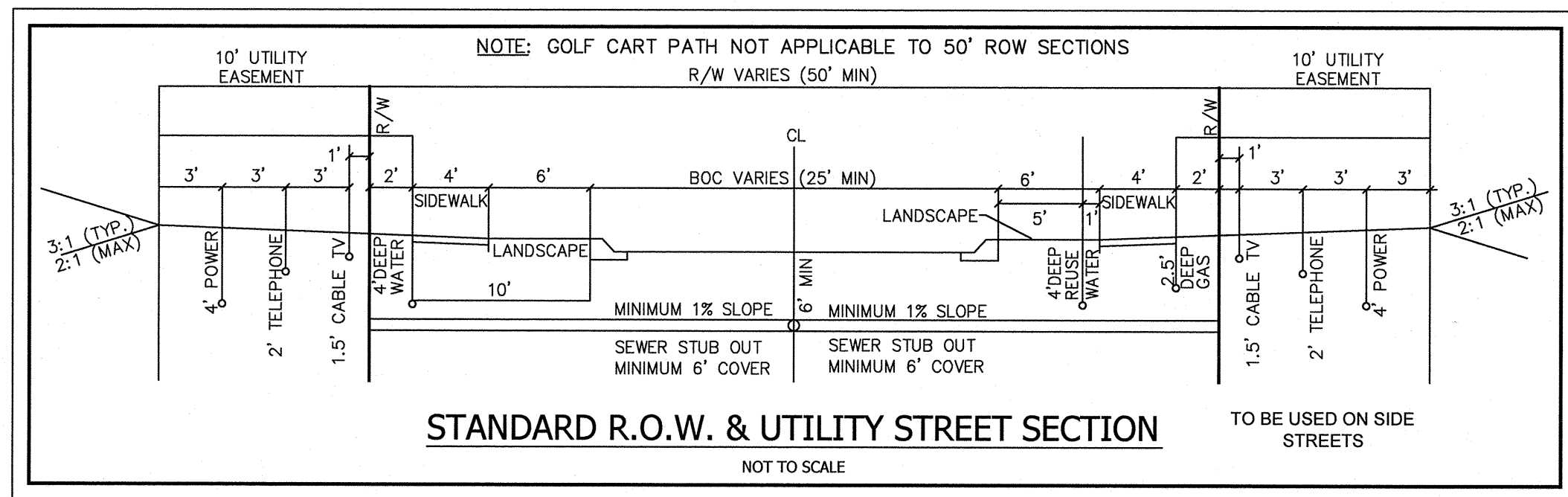
LAND LOTS 185 & 186, 3RD DISTRICT, SPALDING COUNTY, GEORGIA



DATE: 3-16-17  
SCALE: 1" = 100'  
LSV: OVERALL  
CN: 110039 FP 37C  
JN: 1-11-0039  
FN: 116-C-2941  
SHEET 2 OF 8

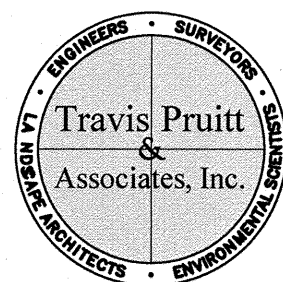
GENERAL NOTES:

1. LAND USE: SINGLE FAMILY RESIDENTIAL
2. ALL ELEVATIONS ARE REFERENCED TO MEAN SEA LEVEL DATUM.
3. THIS PROJECT IS SERVED BY THE FOLLOWING UTILITIES:  
WATER - SPALDING COUNTY WATER AND SEWERAGE AUTHORITY  
SEWER - COMMUNITY SERVICES, LLP  
GAS - ATLANTA GAS LIGHT COMPANY  
ELECTRICITY - CENTRAL GEORGIA EMC  
TELEPHONE - AT&T  
CABLE - COMCAST
4. ALL UTILITIES ARE UNDERGROUND.
5. STORM DRAINAGE SHALL EXTEND AT LEAST THIRTY (30) FEET BEYOND THE MINIMUM REQUIRED FRONT YARD SETBACK.
6. AT THE TIME OF RECORDING, IRON PINS (1/2" REBAR), WERE SET AT THE REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
7. ALL ROADS TO BE A 50' RIGHT-OF-WAY, EXCEPT OTHERWISE NOTED.
8. ALL LOTS SHALL HAVE A 5' PRIVATE DRAINAGE EASEMENT ALONG THE SIDE AND REAR PROPERTY LINES FOR THE MAINTENANCE OF LOT DRAINAGE, UNLESS OTHERWISE SHOWN HEREON.
9. ALL OPEN SPACE SHOWN ON THIS PLAT WILL BE DEDICATED TO DEL WEBB'S SUN CITY PEACHTREE THE HOMEOWNERS ASSOCIATION, INC.
10. THIS SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED ON 11-08-2007, DEED BOOK 3179, PAGE 171.
11. ALL SEWER LATERALS "WYED" INTO MAIN.
12. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
13. ALL PIPE LENGTHS ARE SCALED LENGTHS FROM CENTER OF STRUCTURE.
14. SANITARY SEWER TO BE GRAVITY FLOW.
15. CLEAN OUTS TO BE MAINTAINED AT GRADE, AND ARE THE PROPERTY OWNER'S RESPONSIBILITY TO INSURE ACCESSIBILITY AT ALL TIMES.
16. STREAM BUFFER EASEMENTS ARE TO REMAIN IN A NATURAL AND UNDISTURBED CONDITION.
17. A 25-FOOT UNDISTURBED BUFFER SHALL BE MAINTAINED ADJACENT TO ALL STREAMS.
18. BUILDING MUST BE ORIENTED TOWARD STREET.
19. ALL DRAINAGE EASEMENTS OUTSIDE OF THE R/W ARE PRIVATE DRAINAGE EASEMENTS AND SHALL BE DEDICATED TO AND MAINTAINED BY DEL WEBB'S SUN CITY PEACHTREE HOMEOWNERS ASSOCIATION, INC. THIS SHALL INCLUDE ALL PIPE AND STRUCTURES LOCATED OUTSIDE THE R/W.
20. NO VISIBLE EVIDENCE OF UNDERGROUND STORAGE TANKS, HAZARDOUS MATERIAL, OR WASTE DISPOSAL AREAS EXIST.
21. THE FINISHED FLOOR ELEVATION OF ANY HOUSE MUST BE A MINIMUM OF FOUR (4) FEET ABOVE THE 100 YEAR FLOOD ELEVATION.
22. FOR LOTS UPSTREAM OF CULVERT ROAD CROSSINGS, THE FINISHED FLOOR ELEVATIONS SHALL BE NO LESS THAN ONE (1) FOOT ABOVE THE LOW POINT IN THE ROAD.
23. SPALDING COUNTY PERSONNEL AND/OR AGENTS AND COMMUNITY SERVICES, LLP PERSONNEL AND/OR AGENTS HAVE FREE AND TOTAL ACCESS TO AND ACROSS ALL PUBLIC EASEMENTS. STATE LAW PROHIBITS THE PRIVATE CONSTRUCTION, PLANTING OR OTHERWISE MAKING IMPROVEMENTS ON THE DEDICATED RIGHT-OF-WAY. RESPONSIBLE PARTY FOR REPAIR OF ANY DAMAGE TO SUCH IMPROVEMENTS, INCLUDING DECORATIVE STREET SIGNS AND PAVERS, SHALL BE THE DEL WEBB'S SUN CITY PEACHTREE HOMEOWNERS ASSOCIATION, INC.
24. SPALDING COUNTY ASSUMES NO RESPONSIBILITY FOR THE OVERFLOW OR EROSION OF NATURAL OR ARTIFICIAL DRAINS BEYOND THE POINTS SHOWN ON THIS PLAT AND AS REQUIRED BY THE SPALDING COUNTY SUBDIVISION ORDINANCE.
25. ALL COMMON AREAS, OPEN SPACE, AMENITIES, SIGN, FENCE AND LANDSCAPE MAINTENANCE EASEMENTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
26. FOR ALL LOTS SURFACE WATER MAY DRAIN ALONG SIDE LOT LINES AND REAR LOT LINES OF ADJACENT LOTS. NO OWNER OR RESIDENT MAY BLOCK, DIVERT OR OTHERWISE IMPEDE SURFACE WATER DRAINAGE WITHIN 5' OF A SIDE LOT LINE, WITHIN 10' OF A REAR LOT LINE OR WITHIN 20' OF A REAR LOT LINE THAT IS ALONG THE EXTERIOR BOUNDARY OF THE COMMUNITY.
27. UNLESS OTHERWISE SPECIFIED, ALL DISTANCES AS SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET (39.37 INCHES = 1 METER).
28. THERE ARE STATE WATERS WITHIN 200 FEET OF THE SITE.
29. THE FIELD DATA UPON WHICH THIS SURVEY IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000 FEET, AN ANGULAR ERROR OF 5" PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. ANGULAR AND LINEAR MEASUREMENTS WERE MADE USING A TRIMBLE 5603 ROBOTIC TOTAL STATION. A PORTION OF THIS SURVEY WAS PERFORMED USING A TRIMBLE R8 GPS RECEIVERS WITH NETWORK ADJUSTED REAL TIME KINEMATIC MEASUREMENTS REFERENCED TO THE EGPS NETWORK. THE GPS SURVEY INCLUDED REDUNDANT MEASUREMENTS WITH POSITIONAL ACCURACY BETTER THAN 0.07". THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 985,070 FEET.



NO.	DATE	DESCRIPTION	BY
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REVISIONS



4317 Park Drive, Suite 400  
Norcross, Georgia 30093  
Phone: (770) 416-7511  
Fax: (770) 416-6759  
www.travispruitt.com

Contact Person: ANDREW BLAKEY  
Certificate of Authorization Number 613



For The Firm  
Travis Pruitt & Associates, Inc.



Notes

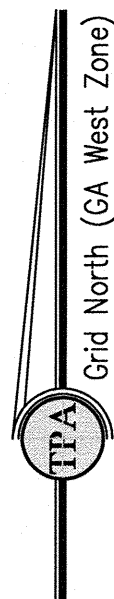
SUN CITY PEACHTREE  
POD 37C

LAND LOTS 185 & 186, 3RD DISTRICT, SPALDING COUNTY, GEORGIA

DATE: 3-16-17
SCALE: N/A
LSV: <b>NOTES</b>
CN: 110039 FP 37C
JN: 1-11-0039
FN: 116-C-2941
SHEET 3 OF 8



SHEET 4  
MATCH LINE  
SHEET 3



LOT WIDTH @ BSL	
LOT #	WIDTH @ BSL (ft)
92	52.02
93	62.11
94	56.22
100	56.86
101	47.68
102	57.46
103	58.25
104	52.36
110	52.06
111	52.20
114	52.98
115	53.64
116	53.65
117	53.65
118	53.71
119	53.71
120	52.03
121	52.49
122	51.46
123	52.01
127	52.00
128	73.39
129	69.30
154	53.04
155	76.23
161	52.01
163	96.15
164	51.43
165	48.31
166	48.41
167	51.25
174	66.60
175	76.05
176	76.05
177	76.05
178	76.05
179	68.07

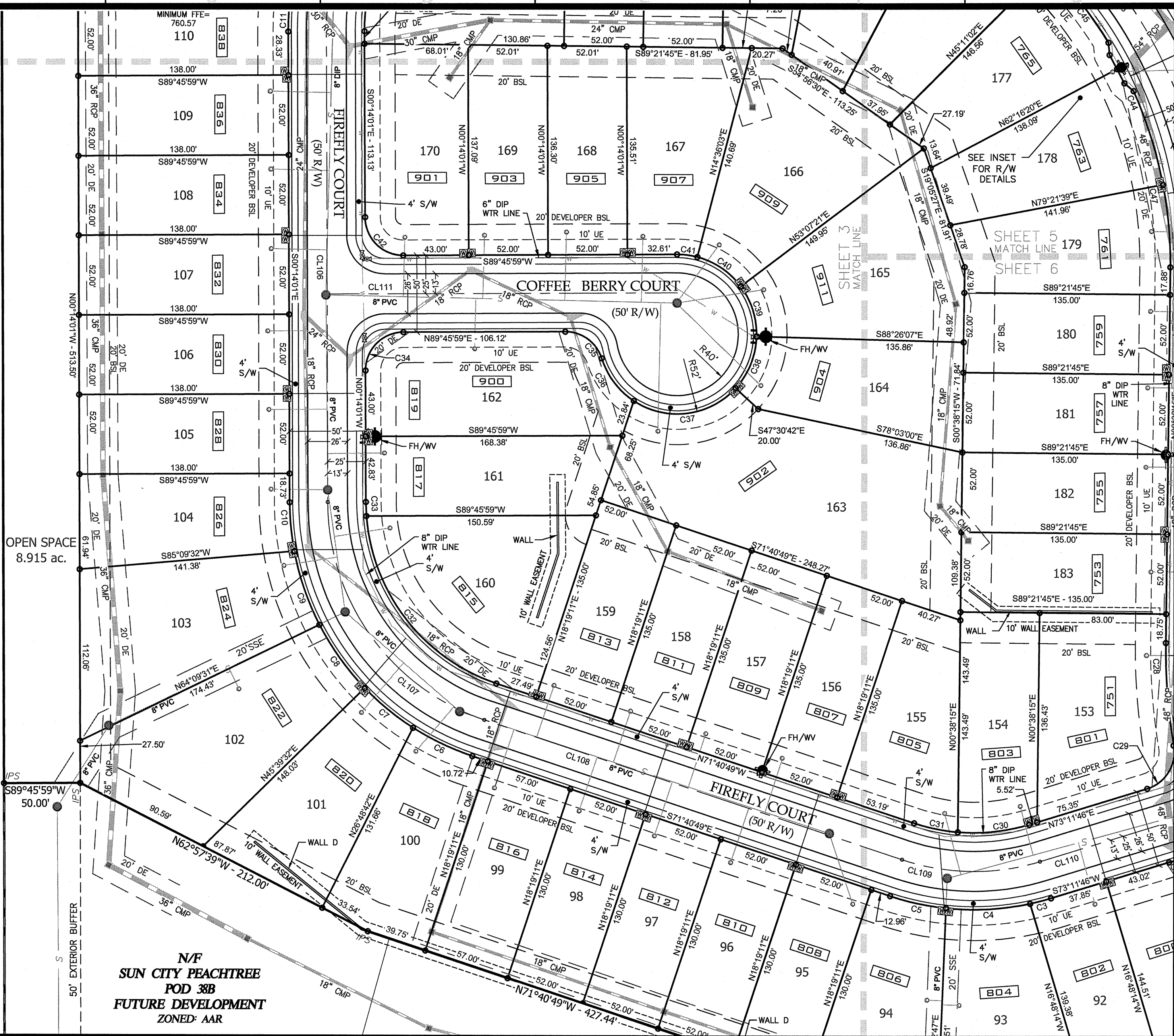
NOTE: MAIL KIOSK FOR POD 37C  
SHOWN ON FINAL PLAT FOR POD  
37A, PB 26, PG 421-426

NOTE: ALL DRAINAGE EASEMENTS  
OUTSIDE OF THE R/W ARE PRIVATE  
DRAINAGE EASEMENTS AND SHALL BE  
DEDICATED TO AND MAINTAINED BY DEL  
WEBB'S SUN CITY PEACHTREE  
HOMEOWNERS ASSOCIATION, INC. THIS  
SHALL INCLUDE ALL PIPE AND  
STRUCTURES LOCATED OUTSIDE THE R/W.

LL  
167

LL  
186

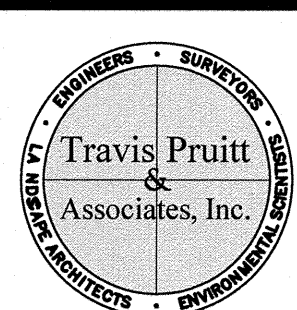
EXISTING JORDAN HILL ROAD (80' R/W) APPROXIMATE LLL



N/F  
SUN CITY PEACHTREE  
POD 38B  
FUTURE DEVELOPMENT  
ZONED: AAR

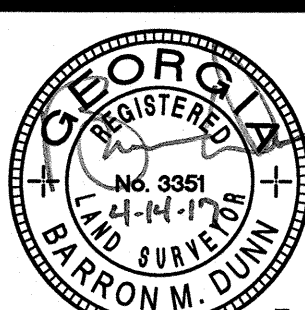
NO.	DATE	DESCRIPTION	BY
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REVISIONS

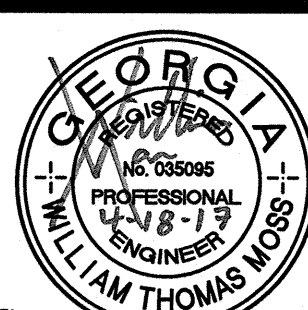


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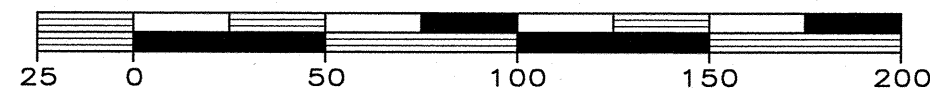


For The Firm  
Travis Pruitt & Associates, Inc.



Final Plat  
SUN CITY PEACHTREE  
POD 37C

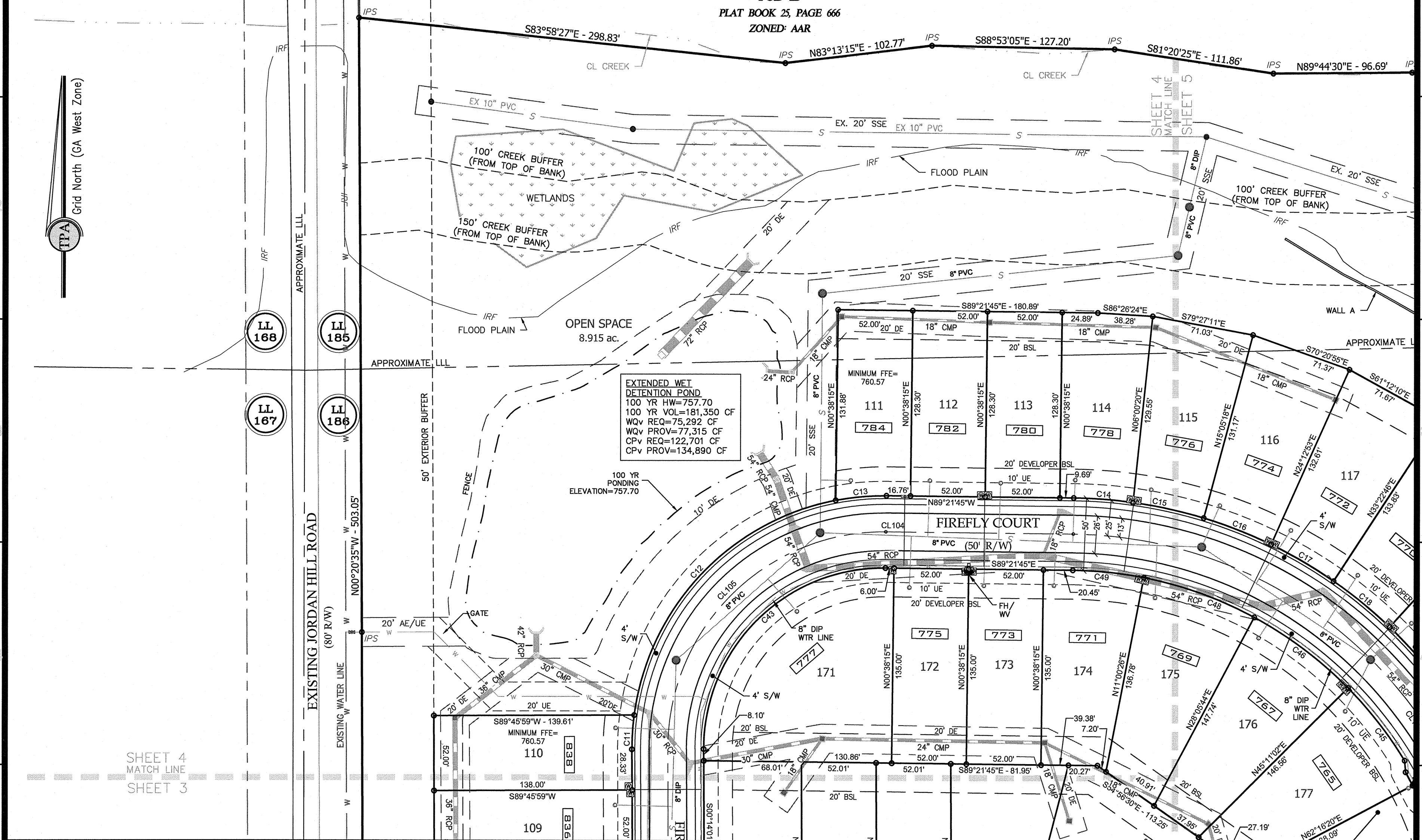
LAND LOTS 185 & 186, 3RD DISTRICT, SPALDING COUNTY, GEORGIA



DATE: 3-16-17  
SCALE: 1" = 50'  
LSV: FINAL PLAT  
CN: 110039 FP 37C  
JN: 1-11-0039  
FN: 116-C-2941  
SHEET 4 OF 8

NOTE: ALL DRAINAGE EASEMENTS OUTSIDE OF THE R/W ARE PRIVATE DRAINAGE EASEMENTS AND SHALL BE DEDICATED TO AND MAINTAINED BY DEL WEBB'S SUN CITY PEACHTREE HOMEOWNERS ASSOCIATION, INC. THIS SHALL INCLUDE ALL PIPE AND STRUCTURES LOCATED OUTSIDE THE R/W.

N/F  
SUN CITY PEACHTREE  
POD 1B  
PLAT BOOK 25, PAGE 666  
ZONED: AAR



NO.	DATE	DESCRIPTION	BY
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REVISIONS

**Travis Pruitt & Associates, Inc.**  
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Norcross, Georgia 30093  
Phone: (770) 416-7511  
Fax: (770) 416-6759  
www.travispruitt.com

Contact Person: ANDREW BLAKEY  
Certificate of Authorization Number 613

**GEORGIA REGISTERED LAND SURVEYOR**  
No. 3351  
BARRON M. DUNN

**GEORGIA REGISTERED PROFESSIONAL ENGINEER**  
No. 035095  
WILLIAM THOMAS MOSS

For The Firm  
Travis Pruitt & Associates, Inc.

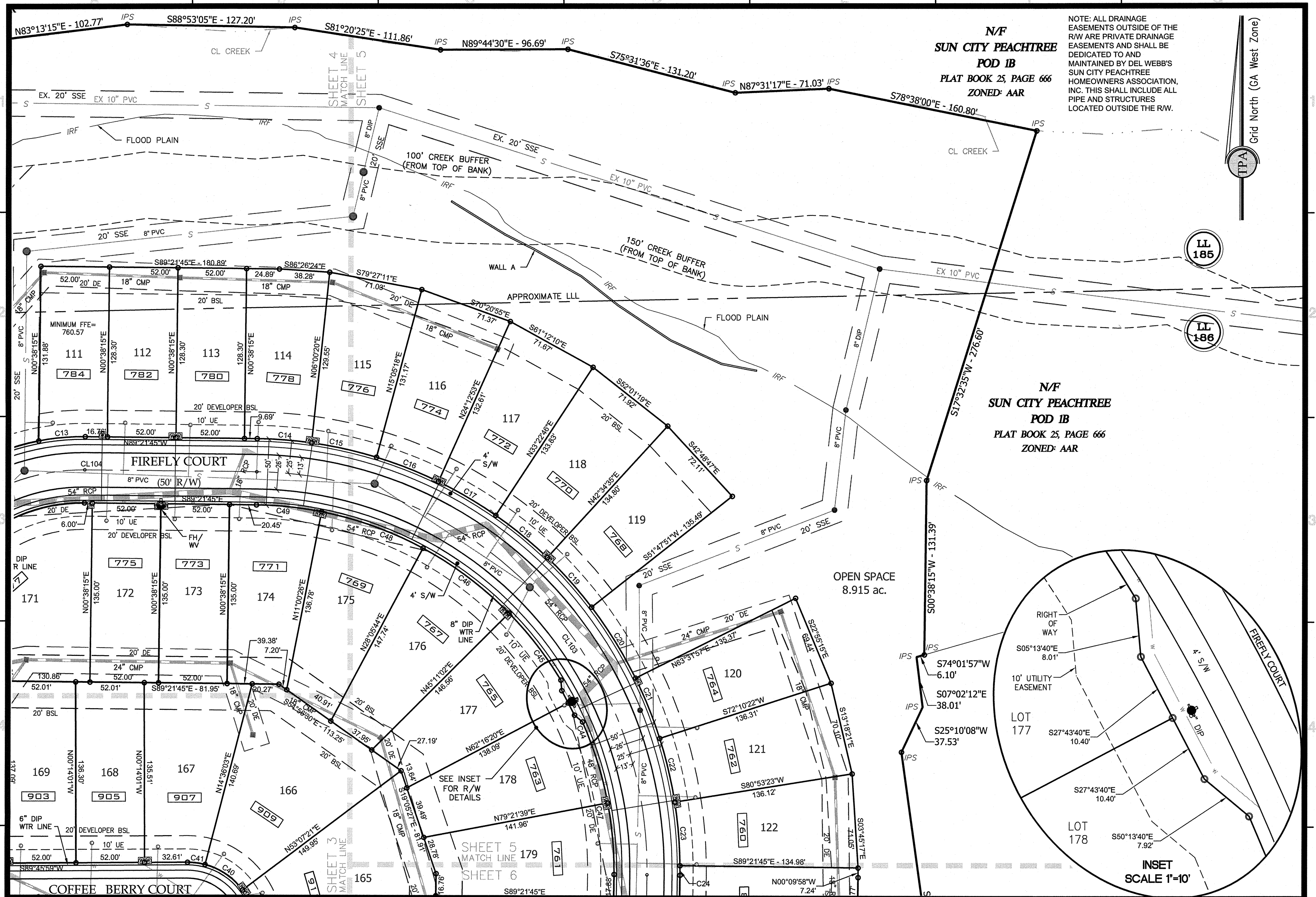
Final Plat  
**SUN CITY PEACHTREE**  
POD 37C

LAND LOTS 185 & 186, 3RD DISTRICT, SPALDING COUNTY, GEORGIA

25 0 50 100 150 200

DATE: 3-16-17  
SCALE: 1" = 50'  
LSV: FINAL PLAT  
CN: 110039 FP 37C  
JN: 1-11-0039  
FN: 116-C-2941  
SHEET 5 OF 8

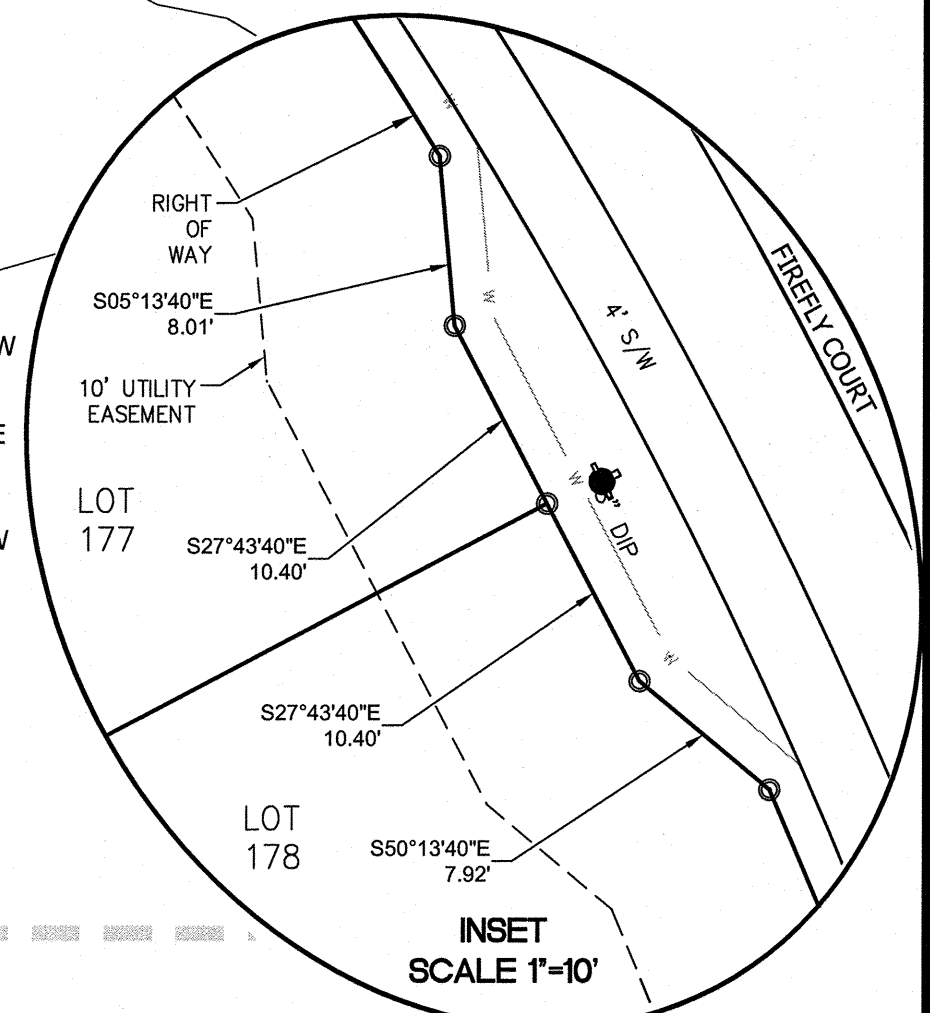




NOTE: ALL DRAINAGE EASEMENTS OUTSIDE OF THE R/W ARE PRIVATE DRAINAGE EASEMENTS AND SHALL BE DEDICATED TO AND MAINTAINED BY DEL WEBB'S SUN CITY PEACHTREE HOMEOWNERS ASSOCIATION, INC. THIS SHALL INCLUDE ALL PIPE AND STRUCTURES LOCATED OUTSIDE THE R.W.

N/F  
SUN CITY PEACHTREE  
POD 1B  
PLAT BOOK 25, PAGE 666  
ZONED: AAR

N/F  
SUN CITY PEACHTREE  
POD 1B  
PLAT BOOK 25, PAGE 666  
ZONED: AAR



NO.	DATE	DESCRIPTION	BY
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Norcross, Georgia 30093  
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www.travispruitt.com

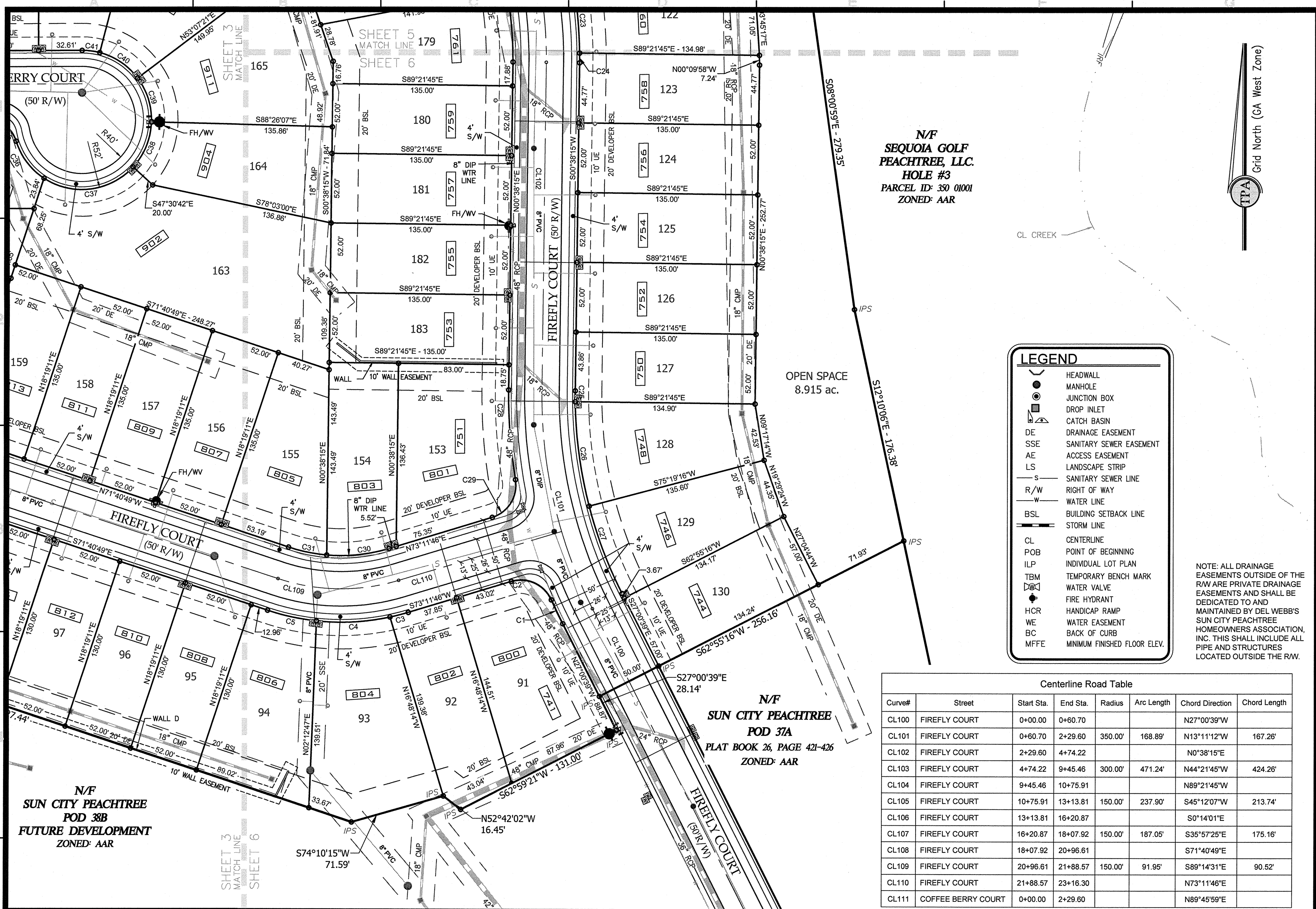
Contact Person: ANDREW BLAKEY  
Certificate of Authorization Number 613

For The Firm  
Travis Pruitt & Associates, Inc.

Final Plat  
**SUN CITY PEACHTREE**  
POD 37C

LAND LOTS 185 & 186, 3RD DISTRICT, SPALDING COUNTY, GEORGIA

DATE: 3-16-17
SCALE: 1" = 50'
LSV: FINAL PLAT
CN: 110039 FP 37C
JN: 1-11-0039
FN: 116-C-2941
SHEET 6 OF 8



NO.	DATE	DESCRIPTION	BY
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Travis Pruitt  
&  
Associates, Inc.

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Contact Person: ANDREW BLAKEY  
Certificate of Authorization Number 613

For The Firm  
Travis Pruitt & Associates, Inc.

Final Plat  
**SUN CITY PEACHTREE**  
POD 37C

LAND LOTS 185 & 186, 3RD DISTRICT, SPALDING COUNTY, GEORGIA

DATE: 3-16-17  
SCALE: 1" = 50'  
LSV: FINAL PLAT  
CN: 110039 FP 37C  
JN: 1-11-0039  
FN: 116-C-2941  
SHEET 7 OF 8








# SPALDING COUNTY

COMMITTED TO EXCELLENCE

## *Memorandum*

TO: William P. Wilson, Jr.  
County Manager

FROM: Chad Jacobs   
Community Development Director

DATE: May 8, 2017

SUBJECT: Sun City Peachtree Subdivision – Pod 37C

Please note that the applicant has met all requirements for final plat approval for Sun City Peachtree Subdivision – Pod 37C, and all departments and agencies have approved the plat as well as physical improvements on site.

CJ/clm



## SPALDING COUNTY BOARD OF COMMISSIONERS SCP Pod 37C Right-of-Way Deed

---

**Requesting Agency**

Office of Community Development

---

**Requested Action**

Consider acceptance of Right-of-Way Deed for Pod 37C (Sun City Peachtree Subdivision).

---

**Requirement for Board Action**

Appendix A - Section 408.

---

**Is this Item Goal Related?**

No

---

**Summary and Background**

Request from Pulte Homes for acceptance of Right-of-Way Deed for Pod 37C - Firefly Court and Coffee Berry Court has been received in the Community Development office.

---

**Fiscal Impact / Funding Source**

---

**STAFF RECOMMENDATION**

All criteria has been met for acceptance of the Right-of-Way Deed.

**RECOMMEND APPROVAL****ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Subdivison/Right-of-Way Deed	5/8/2017	Backup Material
<input type="checkbox"/> Memo from Tim Crane Regarding Pod 37C	5/8/2017	Backup Material

# SPALDING COUNTY, GEORGIA

## SUBDIVISION/ RIGHT-OF-WAY DEED

THIS INDENTURE, made this \_\_\_ day of \_\_\_\_\_, 2017, between the undersigned Grantor(s), party(ies) Pulte Home Company, LLC of the first part, and Spalding County a political subdivision of the State of Georgia, party of the second part. Georgia, Spalding County

### WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) in hand paid and the benefits flowing to the Grantor(s) from the project hereinafter described, party(ies) of the first part does(do) grant and convey unto party of the second part, its successors and assigns, the following property, to wit:

All road or streets, water and sewer lines and appurtenances thereto, all storm drains and drainage easements located on the described tract of property:

All that tract or parcel of land lying and being in Land Lot(s) 185 & 186, of the 3<sup>rd</sup> District(s), Spalding County, Georgia, as shown by plat of survey of: **Sun City Peachtree Pod 37C**, recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Spalding County Records.

It is the intent of the parties that Spalding County, Georgia shall have a Total Right-of-Way width of 50ft.

Grantor(s) further agrees(agree) to grant Spalding County the right to grade, till, landscape or slope for drainage, such private property adjoining the right-of-way, as may be necessary for the construction and maintenance of said road.

To have and to hold bargained premises unto grantee, its successors and assigns forever in fee simple.

Party(ies) of the first part will forever warrant and defend the title to the bargained premises unto party of the second part, its successors and assigns against the claims of all persons whomsoever.

IN WITNESS WHEREOF party(ies) of the first part have hereunto set their hand(s) and seal(s) the day and year above written.

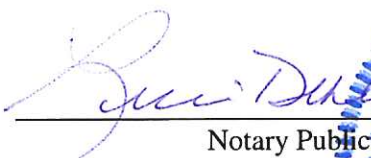
### Street Names:

Firefly Court  
Coffee Berry Court

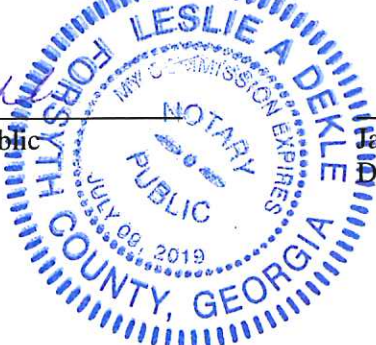
  
\_\_\_\_\_  
Witness

### Signatures

Pulte Home Company, LLC  
a Michigan LLC

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

  
\_\_\_\_\_  
Jason Garrett,  
Div. VP Land Planning & Development







Timothy A. Crane  
Interim Public Works Director

MEMORANDUM

TO: Chad Jacobs, Community Development Director

FROM: Tim Crane,  Interim Public Works Director

CC: William Wilson, County Manager  
Cindy McDaniel, Planning Technician

April 20, 2017

RE: Sun City; Pod 37C – Final to Accept Right-of-Way

The right-of-way for Sun City Pod 37C has been inspected. The right-of-way is okay to accept. The Final Maintenance Bond can be released.

TC/ap





**SPALDING COUNTY BOARD OF COMMISSIONERS**  
**Street Light District - SCP Pod 37C**

---

**Requesting Agency**

Office of Community Development

---

**Requested Action**

Set a date for a Public Hearing to establish a street lighting district for Sun City Peachtree - Pod 37C.

---

**Requirement for Board Action**

Chapter 6. Section 4-6004.

---

**Is this Item Goal Related?**

No

---

**Summary and Background**

---

**Fiscal Impact / Funding Source**

---

**STAFF RECOMMENDATION**

Suggest June 5, 2017 meeting for public hearing.



## SPALDING COUNTY BOARD OF COMMISSIONERS 2018 SCPRD Fee Schedule

---

**Requesting Agency**

SCPRD

---

**Requested Action**

Consider approval of the 2018 Spalding County Leisure Services Department fee schedule as recommended by the Parks & Recreation Advisory Board.

---

**Requirement for Board Action**

BOC approves all fee schedule changes.

---

**Is this Item Goal Related?**

---

**Summary and Background**

---

**Fiscal Impact / Funding Source**

---

**STAFF RECOMMENDATION**

Administrative Staff recommends all new recommended fees with the exception of the Pavillion Rentals. Pavillion Rentals should remain unchanged or increased.

---

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> 2018 Proposed Fee Schedule	4/21/2017	Backup Material
<input type="checkbox"/> Pavillion Rental Fees	4/21/2017	Backup Material

**SPALDING COUNTY PARKS, PUBLIC GROUNDS AND LEISURE SERVICES  
PROPOSED FEE SCHEDULE FY 2018**

<b><u>Pavilion Rentals</u></b>	<b><u>Current Fee</u></b>	<b><u>Proposed change</u></b>
AMBUCS Park	\$40.00 for ½ day \$75.00 for whole day	\$35.00 for ½ day \$60.00 for whole day
Fairmont Park	\$65.00 for ½ day \$110.00 for whole day	\$50 for ½ day \$90 for whole day
Dundee Lake	\$75.00 for ½ day \$125.00 for whole day	\$60 for ½ day \$100 for whole day
Tyus Park	\$100.00 for ½ day \$180.00 for whole day	No change March-Sept \$60 for ½ day \$100 for whole day October-February

**Park Facilities Rentals (Non-Profits)**

5K Trail	\$100.00	No change
Disc Golf Course	\$100.00	No change

**Community Center Rentals (After hours)**

Large Community Room Fairmont / City Park Includes 1 staff	\$55.00 per hour	No change
Small Community Room Fairmont / City Park Includes 1 staff	\$45.00 per hour	No change
Gymnasiums CP/FM/AMBUCS Includes 1 staff	\$75.00 per hour	No change

**Community Center Room Use (Fairmont/City Park) (Up to 4 hour Reservations during business hours)**

Large Community Room	\$20.00	\$30.00
Small Community Room	\$10.00	\$20.00

**Field Rental (Baseball, Softball, Football and Soccer Fields)**

---

Per field	\$175.00	No change
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---

<b>Out of County Participant</b>	<b>Current Fee</b>	<b>Proposed Change</b>
----------------------------------	--------------------	------------------------

---

Charged for sports and memberships	\$30.00	No change
------------------------------------	---------	-----------

\*Spalding County Employees exempt from the Out of County Fee.

**Youth Day Camps**

---

Per week	\$45.00	<b>\$50.00</b>
Per week- Out of County Residents	\$60.00	<b>\$65.00</b>

**Youth Sports**

---

User Fee	\$10.00 charged per player in all youth sports.	No change
5/6 Flag Football League	\$60.00 (Incl \$10.00 User Fee)	No change
7-12 Tackle League	TBD (Based on sponsorships received) \$85 with \$14,000 in sponsorships and player keeps new uniform. Helmet and shoulder pads returned.  (2016 fee was \$90 plus \$30 deposit and return full uniform and equipment.)	
Spring Youth Flag Football Camp	No charge	No Change

**Adult Sports**

---

Men's Softball (per team)	\$465.00	<b>\$470.00</b>
Women's Softball (per team)	\$360.00	<b>\$420.00</b>
Basketball Men's Open (per team)	\$450.00	No change
Basketball Industrial (per team)	\$450.00	No change
Adult Kickball (per team)	\$260.00	No change
<b>NEW Adult Flag Football (if approved)</b>		<b>\$360/team</b>

## Senior Center

Annual Membership \$25.00

\$35 - if increase in staffing and service hours is approved in FY 2018 budget to include opening at 7am; Monday evening and Saturday morning hours.

<u>Ceramics</u>	<u>Current Fee</u>	<u>Proposed Change</u>
1 day per week for three months	\$30.00	\$35
2 days per week for three months	\$45.00	\$50
Single session class fee	\$5.00	No change
Paint/Fire fee	100%	No change

## Senior Center Rental

Banquet Hall (Full Hall and Kitchen)	\$400.00 Mon-Wed-Fri. 5pm to 12am. (Plus \$200 Refundable Deposit) New: Early set up before 5pm if avail.	No change \$50 per hour
	\$800.00 Saturdays 10am to 12am. (Plus \$400 Refundable Deposit)	No change
	\$600.00 Sundays 1pm to 12am. (Plus \$300 Refundable Deposit)	No change
New Banquet Hall Option (No Kitchen or Nutrition Dining rm)	7 hours (Plus \$200 Refundable Deposit)	\$400
Conference Room	\$50.00 for 4 hours during business hours \$100.00 for 8 hours during business hours  New After Hours	\$100 \$200  \$200 for 4 hours \$400 for 8 hours \$200 Deposit

## Senior Nutrition

Breakfast items	Market pricing	No Change
Lunch age 50-59	\$5	No Change
Lunch age 60+	\$4	No Change

## PAVILION RENTAL FEES

Park	Half Day	Full Day
AMBUCS	\$40	\$75
Dundee	\$75	\$125
Fairmont	\$65	\$110
Tyus	\$100	\$180
City Park #1,3,4,5	\$35	\$60
City Park #2	\$45	\$80
Orchard Hill Weekdays	N/A	\$75
Orchard Hill Weekends	N/A	\$100
Sunnyside	\$40 for 6 hours	

\*Orchard Hill has a \$25 weekday and \$35 weekend refundable cleaning/security deposit.

\*Sunnyside plans on increasing their fee to \$50 for 4 hours



## SPALDING COUNTY BOARD OF COMMISSIONERS Renewal of MOU for UGA Extension Services

---

**Requesting Agency**

County Clerk

---

**Requested Action**

Consider renewal of a Memorandum Of Understanding (MOU) with the University of Georgia to provide County Extension Services to Spalding County.

---

**Requirement for Board Action**

---

**Is this Item Goal Related?**

---

**Summary and Background**

This is renewal of the annual MOU with UGA Cooperative Extension for County Extension Services. The term of this MOU is from June 1st until May 31st of each year.

---

**Fiscal Impact / Funding Source**

No change in amount obligated to the County.

---

**STAFF RECOMMENDATION**

Approval

---

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> MOU for UGA Extension Services	5/2/2017	Resolution Letter



**COUNTY EXTENSION PERSONNEL CONTRACT/MEMORANDUM OF UNDERSTANDING**  
**Between**  
**THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA**  
**On Behalf of**  
**THE UNIVERSITY OF GEORGIA COOPERATIVE EXTENSION**  
**And the**  
**Spalding COUNTY BOARD OF COMMISSIONERS**

In accordance with the Smith-Lever Act of the U.S. Congress of 1914, an agreement between The Board of Regents of the University of Georgia system on behalf of the University of Georgia Cooperative Extension and the U.S. Department of Agriculture to conduct Extension work in Georgia, and by virtue of the authority conferred upon the governing authority of the county under Article 9, Section 4, Paragraph 2, of the Constitution as amended in 1983, as implemented in the O.C.G.A. #20-2-62 and O.C.G.A. #48-5-220, 10, the Spalding County Board of Commissioners hereinafter referred to as the **COUNTY** and the Board of Regents of the University of Georgia by and on behalf of the University of Georgia Cooperative Extension hereinafter referred to as the **UGA EXTENSION** do hereby agree to cooperate in the operation of an Extension education program in agriculture, natural resources and environmental management, family and consumer science, 4-H/youth work, and subjects related thereto in Spalding County.

**SECTION I**

**The UGA EXTENSION shall:**

1. - employ and supervise County Extension personnel. It shall be the responsibility of the UGA EXTENSION to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and to determine the total salary applicants are to be paid.
2. - appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the COUNTY.
3. - in the event the work of any County Extension staff member becomes unsatisfactory to the COUNTY, it shall be the responsibility of the COUNTY to communicate this dissatisfaction to the District Extension Director of the UGA EXTENSION. It shall then be the responsibility of the UGA EXTENSION to appropriately deal with the dissatisfaction and advise the COUNTY of action taken, if any. The UGA EXTENSION shall have the right to terminate or transfer personnel from the county. In either case, UGA Extension will select a replacement for the county, following the procedure described above.
4. - keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. The UGA EXTENSION shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings.
5. - carry out all work under this agreement in accordance with the administrative and other requirements, including personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.
6. - provide County Extension personnel with the necessary stationery, envelopes, publications and other educational materials needed for an effective program. The UGA EXTENSION also agrees to plan, implement and conduct training as necessary to keep County Extension personnel adequately prepared to conduct effective, relevant Extension programs.
7. - pay a portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA EXTENSION salary administration policies.
8. - reimburse all County Extension personnel directly for expenses incurred on behalf of the UGA EXTENSION for officially designated travel outside Spalding County as authorized by the District Extension Director.
9. - support County Extension personnel and the Extension program in Spalding County with necessary assistance of district and state subject matter and supervisory personnel and other resources as available from the University of Georgia, the University System of Georgia, and other agencies and organizations with whom the UGA EXTENSION cooperates.
10. - report to the Spalding County Board of Commissioners at regular intervals on the nature of the County Extension program and progress being made.

**SECTION II**

**The COUNTY shall:**

1. - provide a suitable County Extension office; the suitability of the office to be agreed on by all parties. The COUNTY further agrees to provide sufficient funds to pay for necessary office supplies, office equipment, telephone, utilities, data communication/networking (including broadband internet connectivity), postage, demonstration materials, janitorial service and other items necessary for the operation of an effective Extension education program.
  - a. coordinate with UGA Extension IT personnel prior to the removal or modification of county office network infrastructure deployed and/or managed by UGA Extension. The county shall also coordinate with UGA Extension IT personnel prior

to the addition of new network infrastructure where the existing network infrastructure has been deployed or is managed by UGA Extension.

- b. coordinate with UGA Extension IT personnel in planning for the relocation of an existing or establishment of a new Extension office where the network infrastructure and/or computing resources will be managed by UGA Extension.
  - c. allow the installation and use of client software and unrestricted access to online resources deemed necessary by UGA Extension to conduct Extension business operations and program delivery.
2. - provide a portion of the salaries and associated benefits of County Extension personnel as shall be agreed upon by UGA EXTENSION and the COUNTY. Salary and benefits, including leave, shall be calculated according to policies established by the Board of Regents. The UGA EXTENSION will provide monthly statements to the COUNTY reflecting the COUNTY portion of benefits and/or salary. COUNTY reimbursement for county portion of benefits will be made to the UGA EXTENSION in the full amount upon receipt of the statement. COUNTY reimbursement for county portion of salary shall be paid monthly by the COUNTY directly to County Extension personnel unless some other method is agreed upon in writing by the UGA EXTENSION and the COUNTY.
  3. - when an individual terminates employment through resignation or retirement, and chooses to take a lump-sum payment for accumulated annual leave, the COUNTY agrees to pay their share of the annual leave payment in accordance with UGA leave policy.
  4. - reimburse the travel expenses of County Extension personnel for official travel on behalf of Spalding County. The reimbursement shall be paid monthly by the COUNTY directly to County Extension personnel unless some other method is agreed upon in writing by the UGA EXTENSION and the COUNTY.
  5. - approve or disapprove appointment recommendations of County Extension personnel.
  6. -notify the District Extension Director of the UGA EXTENSION if the work of any County Extension staff member is unsatisfactory to the COUNTY.
  7. - evaluate financial support to the UGA EXTENSION annually, make adjustments as necessary for continued effective support, and to notify the UGA EXTENSION of these adjustments. The evaluation should include salary dollars for cost-of-living and/or merit increases.

### **SECTION III**

1. This Contract/Memorandum shall take effect when it is executed by the Spalding COUNTY BOARD OF COMMISSIONERS and the UGA EXTENSION.
2. The term of this Agreement shall be from July 1, 2017 until rescinded. It may be terminated by either party by written notice of such intent provided ninety (90) days in advance.
3. This Agreement may be modified by mutual written agreement of the parties hereto.
4. This Agreement may be renewed annually by letter of agreement signed by the parties hereto.
5. Neither party to this agreement will discriminate against any employee or applicant for employment or against any applicant for enrollment at any school or college or against any student in his/her course of study or training because of race, color, sex, creed, national origin, age, disability, or veteran status.

May 15, 2017  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Extension Coordinator, \_\_\_\_\_ County

\_\_\_\_\_  
Date

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



## SPALDING COUNTY BOARD OF COMMISSIONERS County Agent Contract and Budget

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**Requesting Agency**

County Clerk

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**Requested Action**

Consider approval of contact with the University of Georgia Cooperative Extension Service to provide for one FACS (Family & Consumer Sciences) Agent 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**

This is renewal of the annual Contract for one County Agent. The term of this contract is from July 1st until June 30th of each year.

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**Fiscal Impact / Funding Source**

\$20,000 budgeted in FY 2018 for this position.

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**STAFF RECOMMENDATION**

Approval

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**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Contract and Budget	5/2/2017	Backup Material

Northwest District  
CAES Griffin Campus  
1109 Experiment St.  
Flynt Bldg., Room 230  
Griffin, GA 30223

MEMO TO: Wade Hutcheson  
Spalding County Extension Coordinator

FROM: Sheldon Hammond, DED  
Northwest District

RE: Cynthia Sweda  
County Agent Contract

Enclosed is a copy of the new contract for Spalding County Board of Commissioners. Attached is the budget sheet. Please have your chairman sign all copies of the contract letter, the budget sheet and the MOU and return to my office as soon as possible. On the budget sheet there is a list of the total of the salary and cost of benefits. Two completed signed documents will be returned to your office for the Board of Commissioners files and your files. We need this contract back by June 1, 2017.

MEMO TO: Sheldon Hammond, DED  
Northwest District

SUBJECT: County Agent Spalding County

It is the intent of the Spalding County Board of Commissioners to continue the contract with the Board of Regents of the University System of Georgia on behalf of the University of Georgia Cooperative Extension Service. The contract is for **salary, ORP Retirement and SS/Med cost only** for one County Extension Agent for July 1--June 30, 2018. . A budget sheet is attached.

\_\_\_\_\_  
Spalding County

  
\_\_\_\_\_  
County Extension Coordinator

\_\_\_\_\_  
District Extension Director Date

\_\_\_\_\_  
Associate Dean for Extension, CES, UGA Date

\_\_\_\_\_  
Dean & Director of Agriculture and Environmental Sciences, UGA Date

\_\_\_\_\_  
Vice-President for Public Service and Outreach, UGA Date

**Spalding County  
Budget  
July 1, 2017- June 30, 2018**

**Personnel:** Cynthia Sweda

	July1-June 30
<b>Salary and Benfits</b>	<b>Annual</b>
51110 Monthly Payroll (List Annual Salary)	17,110
51940 FICA OASDI (Soc. Sec) 6.2%	1,060
51942 FICA-HI (Medicare) 1.45%	248
51971 ORP Retirement 9.24%	<u>1,581</u>
 Total Salary & Benefit	 \$ 19,999

Account 26-31-GE354-004 pays for hospital and life for this account.

\*The University of Georgia will bill the county monthly for the actual **salary, ORP Retirement and Social Security/Medicare cost ONLY** for 1 County Extension Agent. County request a final invoice in 45 days after end date.

Bill to the following name and address:

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



## SPALDING COUNTY BOARD OF COMMISSIONERS Fy 2017 Year End Budget Amendments

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**Requesting Agency**

Finance Department

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**Requested Action**

Consider approval of FY 2017 year end budget amendments.

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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**

To record capital equipment purchases and provide for lease purchase revenues for those purchases and for other matters as outlined in the attachem memo.

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

Approval

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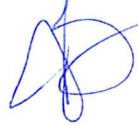
**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> FY 2017 Year End Budget Amendments	5/11/2017	Cover Memo

# SPALDING COUNTY

## MEMORANDUM

**To:** Terri Bass  
**FROM:** Jinna L. Garrison, Administrative Services Director  
**DATE:** May 11, 2017  
**SUBJECT:** Budget Amendments



**Please prepare the following budget amendments to the FY 2017 budget which will require formal approval by the Board of Commissioners:**

-1-

Increase #100-0000-393600 GF ACCG/GMA Capital Lease Proceeds \$76,026.00  
Increase #100-1566-542200 Construction and Maintenance Vehicles \$76,026.00

To record GMA lease proceeds for purchase of one 2017 Ford F-250 Truck and one F-350 Crew Cab Truck for Construction and Maintenance.

-2-

Increase #100-0000-393600 GF ACCG/GMA Capital Lease Proceeds \$144,935.00  
Increase #100-3300-542200 Sheriff Administration Vehicles \$144,935.00

To record GMA lease proceeds for purchase of one 2016 Chevy Police Tahoe, two 2017 Chevy Police Tahoes and one 2017 Ford Explorer Pursuit Utility Vehicle with equipment for the Sheriff's Administration Division.

-3-

Increase #100-0000-393600 GF ACCG/GMA Capital Lease Proceeds \$29,532.00  
Increase #100-3320-542200 Sheriff Warrant Vehicles \$29,532.00

To record GMA lease proceeds for purchase of one 2017 Ford Explorer Pursuit Utility Vehicle with equipment for the Sheriff's Warrant Division.

-4-

Increase #100-0000-393600 GF ACCG/GMA Capital Lease Proceeds \$146,710.00  
Increase #100-3340-542200 Sheriff Uniform Patrol Vehicles \$146,710.00

To record GMA lease proceeds for purchase of five 2017 Ford Explorer Pursuit Utility Vehicles with equipment for the Sheriff's Uniform Patrol Division.



-5-

Increase #100-0000-393600 GF ACCG/GMA Capital Lease Proceeds \$26,340.00

Increase #100-3910-542200 Animal Control Vehicles \$26,340.00

To record GMA lease proceeds for purchase of one 2017 Ford F-250 truck for Animal Control.

-6-

Increase #100-0000-300000 GF Fund Balance \$462,318.00

Increase #100-3850-542100 800MHz Communications Machinery & Equipment \$462,318.00

To record final payment and acceptance of 800MHz radio system.

-7-

Increase #270-0000-300000 Fire District Fund Balance \$20,975.00

Increase #270-3500-542100 Fire District Machinery & Equipment \$20,975.00

To appropriate funds for removal of underground fuel storage tank and installation of AST System at Roberts Fire Station.

-8-

Increase #275-0000-300000 Hotel Motel Tax Fund Balance \$68,000.00

Increase #275-7540-541445 The Park at Sixth \$68,000.00

To appropriate funds for improvements at The Park at Sixth.

-9-

Increase #100-0000-311100 GF Real Property - CY \$202,499.00

Decrease #100-0000-300000 GF Fund Balance Appropriated \$202,499.00

To adjust General Fund property tax levy to anticipated tax collections per final tax digest.

-10-

Increase #100-0000-311310 GF Motor Vehicle – CY \$650,000.00

Decrease #100-0000-311100 GF Real Property – CY \$650,000.00

To appropriate budget for General Fund motor vehicle ad valorem taxes.

-11-

Decrease #270-0000-311100 Fire District Real Property – CY \$171,855.00

Increase #270-0000-300000 Fire District Fund Balance Appropriated \$171,855.00

To adjust Fire District property tax levy to anticipated tax collections per final tax digest.

-12-

Increase #270-0000-311310 Fire District Motor Vehicle – CY \$125,000.00  
Decrease #270-0000-311100 Fire District Real Property – CY \$125,000.00

To appropriate budget for Fire District Fund motor vehicle ad valorem taxes.

-13-

Increase #100-0000-334130 GF Accountability Court Grant \$74,978.00  
Increase #100-2325-511100 GF Accountability Court Regular Employees \$19,500.00  
Increase #100-2325-511300 GF Accountability Court Overtime \$950.00  
Increase #100-2325-512100 GF Accountability Court Group Insurance \$4,050.00  
Increase #100-2325-512200 GF Accountability Court FICA Taxes \$1,480.00  
Increase #100-2325-512400 GF Accountability Court Retirement Contribution \$925.00  
Increase #100-2325-523210 GF Accountability Court Telephone \$1,050.00  
Increase #100-2325-523500 GF Accountability Court Travel \$850.00  
Increase #100-2325-529000 GF Accountability Court Other Contractual Services \$22,623.00  
Increase #100-2325-531100 GF Accountability Court Office Supplies \$650.00  
Increase #100-2325-531600 GF Accountability Court Small Equipment \$5,000.00  
Increase #100-2325-531700 GF Accountability Court Departmental Supplies \$10,500.00  
Increase #100-2325-542100 GF Accountability Court Machinery & Equipment \$7,400.00

To appropriate funding for the Accountability Court which began in January 2017 after the beginning of the fiscal year.

-14-

Increase #100-0000-300000 GF Fund Balance \$38,400.00  
Increase #100-3300-522225 Sheriff Administration Computer Equip Maintenance \$38,400.00

To appropriate funding for maintenance contract on Sheriff's Department computers and server.

-15-

Increase #100-0000-334140 GF Performance Partnership Grant \$19,722.00  
Increase #100-3920-571210 Homeland Security Performance Partnership Grant \$19,722.00

To record receipt of PPA Grant funds for FY 2017.

-16-

Increase #100-0000-334143 GF Hazard Mitigation Grant – Plan \$25,340.00  
Increase #100-0000-334146 GF Hazard Mitigation Grant – Sirens \$33,335.00  
Increase #100-3920-571220 Homeland Security Hazard Mitigation Grant – Plan \$25,340.00  
Increase #100-3920-571203 Homeland Security Hazard Mitigation Grant – Sirens \$33,335.00

To record receipt of grants from GEMA/Homeland Security for weather warning sirens and development of a hazard mitigation plan.

-17-

Increase #100-0000-336010 GF Hospital Authority Grant \$15,000.00

Increase #100-5100-572014 Health Department Clinic \$15,000.00

To record receipt of Hospital Authority grant to provide flu shots for Spalding County citizens.

-18-

Increase #100-0000-300000 GF Fund Balance \$1,500.00

Increase #100-5500-529010 Welfare Pauper Burial \$1,500.00

To appropriate funds for pauper burials.

-19-

Increase #100-0000-300000 GF Fund Balance \$19,000.00

Increase #100-1535-522226 Information Systems Software Maintenance \$12,000.00

Increase #100-1535-531700 Information Systems Departmental Supplies \$7,000.00

To appropriate funds for Delivery Point upgrade for financial software system and Microsoft Office 365.

-20-

Increase #100-0000-300000 GF Fund Balance \$92,000.00

Increase #100-2150-512800 Superior Court Reporters Fees \$7,000.00

Increase #100-2150-521500 Superior Court Juror-Bailiff-Witness Fees \$30,000.00

Increase #100-2150-521505 Superior Court Bowman Capital Case \$55,000.00

To appropriate funds for the Bowman capital trial.

-21-

Increase #100-0000-300000 GF Fund Balance \$5,900.00

Increase #100-3700-526000 Coroner Transportation Expense \$1,500.00

Increase #100-3700-529000 Coroner Other Contractual Services \$4,400.00

To appropriate funds for death investigations and transport to crime lab in Atlanta.

cc: William Wilson  
File



## SPALDING COUNTY BOARD OF COMMISSIONERS Intergovernment Agreement County Capacity

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**Requesting Agency**

County Manager

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**Requested Action**

Consider approval of an Intergovernmental Agreement with the Georgia Department of Corrections for the contracted care and custody of State Offenders at the Correctional Institute in Spalding County for FY 2018.

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**Requirement for Board Action**

All contracts must be approved by the BOC.

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**Is this Item Goal Related?**

No

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**Summary and Background**

This is an annual agreement with the Department of Corrections that will begin July 1, 2017 and will end at 11:50 p.m. on June 30, 2018.

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**Fiscal Impact / Funding Source**

DOC will pay Spalding County \$20 per day per inmate housed at the CI and will be responsible for any medical treatment to inmates in excess of \$1000 er inmate. Annual revenues budgeted in the General Fund are \$2.8M.

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**STAFF RECOMMENDATION**

Approval

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**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Spalding County FY18 Capacity Agreement	4/21/2017	Backup Material



## **INTERGOVERNMENTAL AGREEMENT COUNTY CAPACITY**

THIS AGREEMENT is entered into the 1st day of July, 2017, by and between the GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia ("Department"), and Spalding County, a political subdivision of the State of Georgia ("County"), acting by and through its Board of County Commissioners, referred to individually as "Party" or together as "Parties."

WHEREAS, Department desires to contract with County for appropriate care and custody of certain offenders for which Department is responsible, ("State Offenders"); and

County desires to provide appropriate care and custody of State Offenders at a correctional institution operated by County ("Services").

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

1. Care and Custody. County agrees to provide complete care and custody of up to 384 State Offenders daily, for the Term of this Agreement and in accordance with all applicable state and federal laws, rules, and regulations. Without limiting the generality of the foregoing, County specifically agrees that no State Offender labor shall benefit private persons or corporations.

2. Recording Offender Movement in SCRIBE. County agrees to record any and all movement of State Offenders transferred in and out of the County facility by entering the movement in Department's SCRIBE system on the same day the movement occurs. Movements that are not entered in SCRIBE on the day the movement occurs will not show as an adjustment and result in an inaccurate daily count. County is solely responsible for implementing procedures to ensure that SCRIBE entries are made accurately and in a timely manner. County is responsible for verifying the State Offender count and all movements in and out of the County facility in SCRIBE on a daily basis to ensure that the count is accurate. County understands that the count reflected in SCRIBE is the official count for purposes of calculating payment under this Agreement. Late documentation, lack of documentation, or inaccurate documentation may result in delayed payment or non-payment under this Agreement. County agrees to grant Department access to County's records, documentation procedure, and personnel for purposes of auditing SCRIBE entries and verifying State Offender count at any time upon Department's request.

3. Notification of Medical Treatment. County shall notify Department of any State Offender that the County transfers to a hospital for treatment that will require an overnight stay or for whom treatment is likely to cost in excess of One Thousand Dollars (\$1,000.00). Said notification shall be provided via telephone contact within Twenty-Four (24) hours of

offender being admitted for treatment on an outpatient or inpatient basis. County shall notify Department pursuant to this paragraph by calling the Department's "On Call Utilization Management Nurse" at 404-863-3079 at any time of day or night.

4. Employee or Offender Misconduct. The County agrees that it will notify the Department within ten (10) business days after terminating an employee of the County correctional institution for misconduct or of the resignation of any employee in connection with an allegation or investigation of misconduct. The County further agrees that it will notify the Department within ten (10) business days if it, one of its employees, or any other law enforcement officer secures a criminal warrant for the arrest or otherwise pursues the prosecution of an offender being housed at the County CI for criminal conduct allegedly committed at the County CI. County agrees that it will not hire any employee terminated by Department for misconduct or who resigns from Department in connection with an allegation or investigation of misconduct.

5. Compensation. Department agrees to pay County the sum of Twenty Dollars (\$20.00) per State Offender per day for the duration of this Agreement. County agrees to invoice Department monthly, in compliance with all billing procedures established by Department. Department shall endeavor to pay County for Services within Forty-Five (45) days of invoice receipt in approved form. County acknowledges and agrees that the Commissioner of Corrections shall have sole authority with respect to the transfer of State Offenders to and from the County correctional institution and Department shall not incur charges for State Offenders not under the care and custody of County. A State Offender is not under the care and custody of County when a State Offender is not housed at the County facility including when a State Offender is out to court or sent to a Department facility for medical or mental health evaluation.

6. Term of Agreement. The term of this Agreement shall be from July 1, 2017 until 11:59 p.m. on June 30, 2018 (the "Term"). The Parties may, by mutual agreement in writing, extend the Term for additional time periods.

7. Termination. Department may at any time and for any reason terminate this Agreement by providing written notice in advance of such termination to County. In the event of termination under this paragraph, Department shall pay County for Services performed prior to the effective date of termination; provided, however, that payments otherwise due County may be applied by Department against amounts due or claimed to be due to Department. In the event that County fails to comply with the provisions of this Agreement, Department may terminate this Agreement for cause and without notice. If termination is for cause, payments may be withheld by Department on account of the Services being deemed deficient and not remedied by County prior to the effective date of termination. County shall be liable to Department for any additional cost incurred by Department as a result of deficiencies in the Services to be provided hereunder.

8. Prison Rape Elimination Act. County agrees that it will adopt and comply with 28 C.F.R. 115, entitled the Prison Rape Elimination Act ("PREA"). As required in 28 C.F.R. 155.12, County further agrees to cooperate with Department in any audit, inspection, or investigation by Department or other entity relating to County's compliance with PREA. Department shall monitor the County's compliance with PREA, and shall have the right to inspect any documents or records relating to such audit, inspection or investigation and County will provide such documents or records at Department's request. County acknowledges that failure to comply with PREA is a material breach of this Agreement and is cause for termination of this Agreement.

9. Notices. Any notice under this Agreement, other than those referenced in Paragraph 3, "Notification of Medical Treatment," shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail, return receipt requested, to a Party hereto at the address set forth below or to such other address as the Parties may designate by notice from time to time in accordance with this Agreement.

If to the County:

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

With a copy to:

Spalding County Prison  
Warden, Carl Humphrey  
295 Justice Boulevard  
Griffin, GA 30224

If to the Department:

Jennifer Ammons  
General Counsel  
Georgia Department of Corrections  
State Office South, Gibson Hall, 3<sup>rd</sup> Floor  
P.O. Box 1529  
Forsyth, Georgia 31029

With a copy to:

Steve Upton  
Facilities Director  
Georgia Department of Corrections  
State Office South, Gibson Hall, 1<sup>st</sup> Floor  
P.O. Box 1529  
Forsyth, Georgia 31029

10. Reimbursement of Medical Costs.

- a. Department agrees to reimburse County for certain costs of medical services required for medical conditions which: (1) pose an immediate threat to life or



limb, and (2) occur under circumstances in which the State Offender cannot reasonably be placed in a state institution for the receipt of this care ("Emergency Medical Services"). Department's obligation to reimburse County for the cost of any medical services, to include Emergency Medical Services, arises only when the cost per State Offender per incident exceeds One Thousand Dollars (\$1,000.00), and Department shall only be liable for the amount in excess of One Thousand Dollars (\$1,000.00), subject to the limitations of this paragraph and other applicable laws and regulations.

- b. County agrees to invoice Department monthly for the actual cost of Emergency Medical Services paid by County. If there existed any rate agreement between County and the hospital or hospital authority at the time Emergency Medical Services were rendered, the invoice must reflect such rate. All invoices from County must include an invoice or receipt from the hospital that clearly shows the actual cost of Emergency Medical Services paid by County.
- c. Department is not liable to County for any late fees or charges imposed by the hospital, hospital authority (collectively, "Late Fees"), or other service provider, for late or nonpayment by the County. County agrees to exclude Late Fees from its invoices to Department.
- d. If Department reasonably determines that there is a difference between the actual cost incurred by County and the invoice sent to Department, Department may assess an administrative fee of one-half (1/2) of the difference to cover the administrative costs incurred by the Department. Department shall send County written notice of any administrative fees, and County shall have Thirty (30) days to make payment or to dispute the fee in writing. If County does not make payment of undisputed administrative fees by the due date, Department is entitled to a setoff of the same amount against future payments owing to County.
- e. Pursuant to O.C.G.A. § 42-5-2(c), Department shall reimburse County no more than the applicable Georgia Medicaid Rate for Emergency Medical Services provided to a State Offender by a hospital, hospital authority, or other service provider. Department shall not be liable to County for any amount paid by County to a hospital, hospital authority, or other service provider, in excess of the Medicaid Rate for emergency services provided to a State Offender.

11. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof, and all prior representations, agreements, understandings and undertakings between the parties hereto

with respect to the subject matter hereof are merged herein.

12. Sole Benefit. Department and County enter into this Agreement for their sole benefit. Department and County do not intend to give any rights pursuant to this Agreement to any other parties.

13. Choice of Law and Venue. The Contract shall be governed in all respects by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from this Agreement shall be brought in the Superior Court of Fulton County, Georgia.

14. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties.

15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No Party shall be bound by this Agreement until all Parties have executed it.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF  
CORRECTIONS:

COUNTY:

By: \_\_\_\_\_  
Jennifer Ammons, General Counsel

By: \_\_\_\_\_  
Bart Miller, Chairman  
Board of Commissioners

FACILITY WARDEN/SUPERINTENDENT

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

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



## SPALDING COUNTY BOARD OF COMMISSIONERS

### Salary Increase for Poll Workers

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**Requesting Agency**

County Clerk

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**Requested Action**

Consider recommendation from the Board of Elections to increase the salary for Poll Workers effective July 1, 2017.

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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**

Estimated \$12,000 increase in election expenses for FY 2018.

This amount is included in the FY 2018 Recommended Budget.

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**STAFF RECOMMENDATION**

Approval

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**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Request from Board of Elections	3/31/2017	Backup Material
<input type="checkbox"/> Calculation of Difference In Poll Worker Compensation	3/31/2017	Backup Material

**Spalding County Office of Elections  
And Voter Registration**

825 Memorial Dr., Griffin, GA 30223

P.O. Box 1087, Griffin, GA 30224

Elections: 770-467-4370, Voter Registration: 770-467-4245

Date: March 15, 2017

To: William Wilson  
Spalding County Manager

From: Board of Elections & Registrations

Subject: Recommendation for salary increase for Poll Workers

The Board of Elections at its January meeting discussed and would like to recommend an increase in the pay for our poll workers. They have worked at the same rate of pay for many years and we feel that it is time for an increase.

We have included our research on other counties with approximately same amount of voters and less to compare.

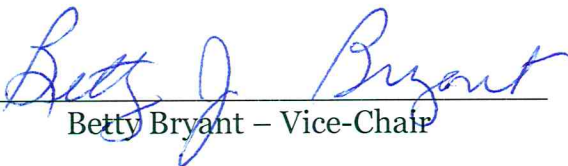
We recommend the following increase:


	<u>Current</u>	<u>Recommendation</u>
Manager	\$110	\$175
Assistant Mgr.	\$ 95	\$125
Clerk	\$ 80	\$100
Early voting clerk	\$50	\$ 75

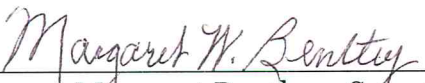
Thank you for considering our recommendation.

  
Helen Grayson – Chairman

  
Ballard Brooks

  
Betty Bryant – Vice-Chair

  
Glenda Henley

  
Margaret Bentley - Secretary

## General Election Poll Worker salaries

	<u>Current</u>	<u>Recommended</u>	<u>Difference</u>
<b>Early Voting</b>			
6 @ \$50/e: x 16 days	\$4,800.00		
6 @ \$75/each x 16 days		\$7,200.00	\$ 2,400.00
(In a General Election we are mandated to work one Saturday early voting)			
<b>Election Day:</b>			
21 Mgrs @ \$110/each	\$ 2,310.00		
42 Asst. Mgrs @ \$95/each	\$ 3,990.00		
105 Clerks @ \$80/each	\$ 8,400.00		
<b>Recommended</b>			
21 Mgrs @ \$175/each		\$ 3,675.00	\$ 1,365.00
42 Asst. Mgrs @125/each		\$ 5,250.00	\$ 1,260.00
105 Clerks @ 100/each		\$ 10,500.00	\$ 2,100.00
<b>Total Difference</b>			\$ 7,125.00

NOV. 2017 MUNICIPAL GENERAL/SPECIAL			
1	Increase Amount		
2 Poll workers salaries -			
Early voting:			
4 @ \$75/each x 15 days	\$4500	\$	1,500.00
Election Day			
21 Mgrs. @ \$175/each	\$3615	\$	1,365.00
42 Asst. Mgrs. @ \$125/each	\$5250	\$	1,260.00
20 Clerks @ \$100/each	\$2000	\$	400.00
Total Increase		\$	4,525.00



DECEMBER 2017 MUNI RUNOFF		
		<b>Increase Amount</b>
Poll workers salaries -		
Early voting:		
3 @ \$75/each x 5 days	\$1125	\$375.00
Election Day:		
7 Mgrs. @ \$175/each	\$1225	\$455.00
14 Asst. Mgrs. @ \$125/each	\$1750	\$420.00
7 Clerks @ \$100/each	\$ 700	\$140.00
<b>Total Increase Amount</b>		<b>\$1,390.00</b>

MAY 2018 GENERAL PRIMARY		
		<b>Increase Amount</b>
Poll workers salaries -		
Early voting:		
4 @ \$75/each x 16 days	\$4800	\$1,600.00
Election Day:		
21 Mgrs. @ \$175/each	\$3675	\$1,365.00
42 Asst. Mgrs. @ \$125/each	\$5250	\$1,260.00
52 Clerks @ \$100/each	\$5200	\$1,040.00
<b>Total Increase Amount</b>		<b>\$5,265.00</b>



## SPALDING COUNTY BOARD OF COMMISSIONERS 911 Litigation

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**Requesting Agency**

County Manager

---

**Requested Action**

Consider approval of an agreement with Expert Discovery, LLC to perform a forensic audit to detect, document and arrange for collection of unpaid 911 and/or E911 fees that should have been remitted by telecommunication providers.

---

**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**

Estimated collection of \$850-900K less 35% in fees.

There are no up front costs and this is a contingency contract.

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**STAFF RECOMMENDATION**

Approval

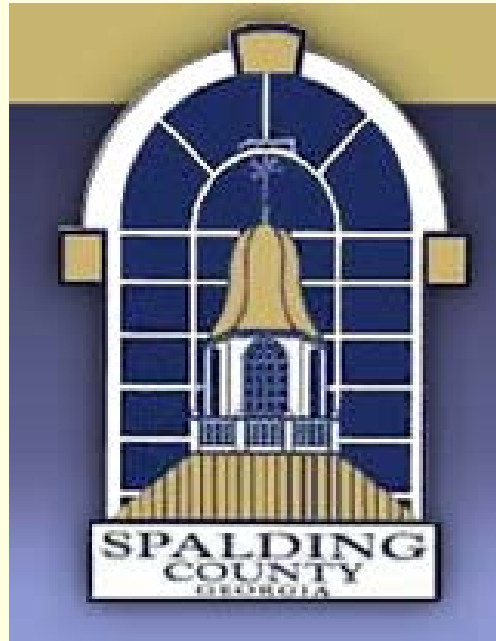
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**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> 911 Litigation Update	4/21/2017	Backup Material
<input type="checkbox"/> Spalding County and Expert Discovery Trade Secrets Non Disclosure Agreement	4/21/2017	Backup Material
<input type="checkbox"/> Spalding County and Expert Discovery Agreement	4/21/2017	Backup Material



# *Litigation Update*



BARNES LAW GROUP, LLC | EVANGELISTA WORLEY, LLC | HARRIS LOWRY MANTON, LLP | EXPERT DISCOVERY, LLC

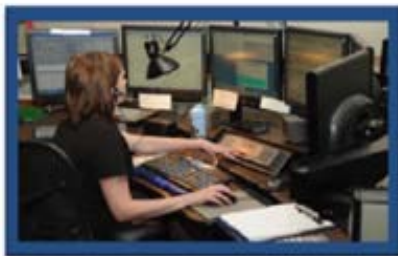


# *Purpose of 911 Act?*

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- To bring new and emerging technologies within the scope of the Act. 46-5-121(d)
- “Telephone service” means any method by which a 9-1-1 emergency call is delivered to a public safety answering point. 46-5-122(16.1)
- Telecom companies are required to bill and collect the 9-1-1 charge from telephone subscribers to whom it provides telephone service. 46-5-134(a)(1)(B)
- Telecom companies required to remit 9-1-1 fees to local government (after certain deductions). 46-5-134(d)(1)





**GEORGIA'S 911 SYSTEM:**  
**FUNDED BY 911 FEES**  
**THAT ARE CRUCIAL TO**  
**SAVING LIVES**

# *Metrics of problem...*

---

- Most Residential & Wireless Lines Are Being Charged Correctly per the E911 Statute
- Telecoms Are Not Charging Correctly for Multi-Line Users
  - Exempting lines on PRI's (1 vs. 23)
  - Exempting lines for VoIP (1 vs. 100s)

# Telecom Audits

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- *“The local government may on an annual basis, and **at its expense**, **audit or cause to be audited the books and records of service suppliers** with respect to the collection and remittance of 9-1-1 charges.” 46-5-134(b)(4)*
- Telecom Companies refused audit requests
- Estimate \$85,000,000 Shortfall In Georgia **Each Year**

# *What we do...*

---

- **1<sup>st</sup> Step:** Secure 911 remit reports to see how many lines fees are being remitted
- **2<sup>nd</sup> Step:** Cross reference with various databases to see how many telephone numbers registered with FCC
- **3<sup>rd</sup> Step:** Compare remits receive to lines registered
- **4<sup>th</sup> Step:** Compare trends, building permits and other sources
- **5<sup>th</sup> Step:** Identify any shortfalls or underbillings

# AT&T Audit Response



Jeffrey M. Slade  
General Attorney

AT&T Services, Inc.  
208 S Akard Street  
Suite 3022  
Dallas, Texas 75202  
(214) 782-3858 Phone  
jeffrey.slade@att.com

VIA E-MAIL

July 21, 2014

**“AT&T, as a telecommunications provider being audited for E911 compliance, clearly has standing to challenge the nature or scope of an audit.”**

We received an email from Mr. Roger Schneider of Expert Discovery, LLC, dated July 10, 2014, and he attached a letter from Mr. David Worley of Harris Penn Lowry, dated June 23, 2014. Please accept this as AT&T's response and as an affirmation of AT&T's continued, longstanding cooperation with Clayton County and the Police Department.

We respectfully disagree with Mr. Worley's explanation of Georgia law and whether AT&T has standing to challenge Expert Discovery's involvement in this audit. AT&T, as a telecommunications provider being audited for E911 compliance, clearly has standing to challenge the nature or scope of an

**“We reiterate that we will continue to cooperate ....The Georgia Supreme Court, however, prohibits use of a third party contractor . . . that is compensated on a percentage of the collections from the audit.”**

arrangement present with Expert Discovery.

For your convenience and review, we have attached a copy of the *Sears* case.

The Georgia Superior Court has similarly acknowledged this interpretation of *Sears*. See *Columbus, Ga. v. Expedia, Inc.*, (Ga. Super. Ct. Sept. 22, 2008). There, the Superior Court interpreted *Sears* and stated, “The Court specifically recognized the conflict of interest that arose as a result of the contractual relationship; namely, that the appraiser [the contract auditor] *as fact finder* would have an

- 
- **Telecoms will agree to cooperate in an audit so long as local governments don't know where or how to look for conflicting data**





# *Local Government Options?*

FILED IN OFFICE  
CLERK SUPERIOR COURT  
GWINNETT COUNTY, GA

2016 DEC 16 AM 11:45

IN THE SUPERIOR COURT OF GWINNETT COUNTY  
STATE OF GEORGIA

COBB COUNTY, GEORGIA, and  
GWINNETT COUNTY, GEORGIA

Plaintiffs,

v.

BELLSOUTH  
TELECOMMUNICATIONS, LLC,  
d/b/a AT&T GEORGIA,

Defendant.

CIVIL ACTION FILE NO.:

15A 12873-4

JURY TRIAL DEMANDED

MOTION FOR ASSIGNMENT  
TO BUSINESS CASE DIVISION  
TO BE MADE

#### COMPLAINT

COME NOW COBB COUNTY, GEORGIA, and GWINNETT COUNTY, GEORGIA  
("Plaintiffs") and file this action on behalf of themselves and their Emergency 911 Systems,  
alleging as follows:

#### INTRODUCTION

1.

This is an action for an accounting, injunctive relief and to recover all damages, and other remedies on behalf of Cobb County, Georgia ("Cobb County") and Gwinnett County, Georgia ("Gwinnett County") and their Emergency 911 Systems (or "E911 System") arising out of the Defendant's failure to properly assess and pay 911 charges to Plaintiffs as required by Georgia law. As further set forth herein, the Emergency 911 Systems are entitled to recover the funds which Defendant telephone company has failed to collect and remit to Plaintiffs for the operations of their Emergency 911 Systems.

## Lawsuits

- 37 Separate Lawsuits
- 5 Different Courts
- 55 Telecoms and Their Subsidiaries
- \$110,000,000 in Dispute
- 3 Year Period
- Several Other LG's Considering Options

# *Named Defendants & Subsidiaries*

---

- Bandwidth.com
- Broadvox
- Charter
- Intelequent
- Network Telephone
- Windstream
- Verizon
- XO Communications
- Cbeyond
- Cox Communications
- Local Access
- Mediacom
- YMax
- Peerless Network
- Level 3 Communications
- Comcast
- BellSouth
- Earthlink
- Broadriver Communications
- Public Service Telephone
- Knology
- Citizens Telephone
- Comsouth



***Not just an Atlanta Billing Practice***

	Fulton	Clayton	DeKalb	Macon-Bibb	Columbus	RVRC Counties
1 AT&T	\$ 3,494,992	\$ 1,254,634.92	\$ 2,975,685	\$ 985,541	\$ 1,621,457	\$ 208,303
Complaint Damages	\$ 10,484,976.86	\$ 3,763,904.75	\$ 8,927,055.00	\$ 2,956,622.92	\$ 4,864,371.71	\$ 624,909.00
2 Bandwidth.com	\$ 325,374	\$ 223,683.55	\$ 559,712	\$ 256,788	\$ 107,254	\$ -
Complaint Damages	\$ 976,122.25	\$ 671,050.66	\$ 1,679,136.00	\$ 770,363.14	\$ 321,763.36	\$ -
3 Level 3	\$ 320,117	\$ 147,254.18	\$ 624,914	\$ 68,993	\$ 201,654	\$ -
Complaint Damages	\$ 960,352.06	\$ 441,762.53	\$ 1,874,742.00	\$ 206,978.15	\$ 604,962.81	\$ -
4 XO Comm	\$ 139,608	\$ 82,499.66	\$ 280,994	\$ -	\$ -	\$ -
Complaint Damages	\$ 418,825.00	\$ 247,498.99	\$ 842,982.00	\$ -	\$ -	\$ -
5 Windstream	\$ 115,893	\$ 78,718.59	\$ 354,078	\$ 205,190.00	\$ 36,932	\$ 704,066
Complaint Damages	\$ 347,679.79	\$ 236,155.78	\$ 1,062,234.00	\$ 615,570.00	\$ 110,796.80	\$ 2,112,198.00
6 Verizon	\$ 129,960	\$ 37,158.40	\$ 284,429	\$ 14,247	\$ 28,237	\$ 5,961
Complaint Damages	\$ 389,881.01	\$ 111,475.21	\$ 853,287.00	\$ 42,742.08	\$ 84,710.68	\$ 17,883.00
7 Ymax	\$ 57,658	\$ 30,394.37	\$ 109,772	\$ 51,011	\$ 31,062	\$ -
Complaint Damages	\$ 172,975.33	\$ 91,183.10	\$ 329,316.00	\$ 153,033.41	\$ 93,186.64	\$ -
8 Earthlink	\$ 57,658	\$ 32,367.37	\$ 151,347	\$ 79,129	\$ 18,032	\$ 46,428
Complaint Damages	\$ 172,975.33	\$ 97,102.10	\$ 454,041.00	\$ 237,386.16	\$ 54,096.32	\$ 139,284.00
9 Comcast	\$ 71,901	\$ 81,261	\$ 210,154	\$ -	\$ -	\$ -
Complaint Damages	\$ 215,703.00	\$ 243,783.00	\$ 630,462.00	\$ -	\$ -	\$ -
10 Broadriver	\$ 22,024	\$ 13,060.08	\$ 48,678	\$ 47,519	\$ -	\$ -
Complaint Damages	\$ 66,072.13	\$ 39,180.24	\$ 146,034.00	\$ 142,557.41	\$ -	\$ -
11 Broadvox	\$ 21,193	\$ 14,247.36	\$ 34,431	\$ 126,075	\$ 49,531	\$ -
Complaint Damages	\$ 63,578.84	\$ 42,742.08	\$ 103,293.00	\$ 378,225.50	\$ 148,591.58	\$ -
12 Peerless	\$ 19,828	\$ 14,009.90	\$ 31,107	\$ -	\$ 37,993	\$ -
Complaint Damages	\$ 59,482.73	\$ 42,029.71	\$ 93,321.00	\$ -	\$ 113,978.88	\$ -
13 Intelequent	\$ 19,115	\$ 9,735.70	\$ 29,445	\$ 25,246	\$ 37,546	\$ -
Complaint Damages	\$ 57,345.62	\$ 29,207.09	\$ 88,335.00	\$ 75,738.00	\$ 112,637.95	\$ -
14 Cbeyond/Birch	\$ 40,288	\$ 10,595.93	\$ 84,608	\$ 33,345	\$ -	\$ -
Complaint Damages	\$ 120,862.82	\$ 31,787.80	\$ 253,824.00	\$ 100,035.00	\$ -	\$ -
15 Charter	\$ 4,505	\$ 8,889.96	\$ 25,830	\$ -	\$ 90,209	\$ 3,169
Complaint Damages	\$ 13,513.64	\$ 26,669.87	\$ 77,490.00	\$ -	\$ 270,627.00	\$ 9,507
Total Complaint Damages				\$ 5,636,509.68	\$ 6,779,723.73	\$ 2,737,107.00

		Macon Bibb	Columbus	RVRC
16	Cox	\$ 189,905		
	Complaint Damages	\$ 569,716.13		
	NewSouth Comm d/b/a Windstream NuVox			
	Complaint Damages			
17	Public Service	\$ 46,482.00		\$ 216,720
	Complaint Damages	\$ 139,446.00		\$ 650,160.00
18	Knology		\$ 149,264.00	
	Complaint Damages		\$ 447,792.00	
19	Local Access		\$ 27,154.00	
	Complaint Damages		\$ 81,462.00	
20	Mediacom/MCC Telephony		\$ 113,250.00	\$ 37,750
	Complaint Damages		\$ 339,750.00	\$ 113,250.00
21	Citizens Telephone			\$ 265,306
	Complaint Damages			\$ 795,918.00
22	Comsouth			\$ 44,135.00
	Complaint Damages			\$ 132,405.00

**\$18,763,000.00 Outside Metro  
Atlanta for 22 Service Providers**





Spalding County Estimates:  
\$850,000 – \$900,000/3yrs

# *Basic Claims*

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- Telecoms failing to bill, collect, report and remit 911 for all lines capable of contacting 911 as required by E911 Statute
- Telecoms refusing local government audits
- Seeking Declaratory and Injunctive Relief

# *Status of Litigation*

---

## Motions to Dismiss

(same basic arguments in all cases)

- No Private Right of Action To Enforce 911 Act
- 911 Charge is a Tax, Not a Fee
- No Common Law Claims
- No Fiduciary Duty Owed
- Failed To Plead Fraud With Particularity
- Can't Collect 911 Charges From Telecoms
- No Remedies Provided In Statute

# Trial Court Ruling

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- Motions to Dismiss Denied In Every Respect

*“It is implausible that the General Assembly would confer auditing powers without a corresponding remedy where, as is being alleged here, it is discovered that a servicer supplier has not collected or remitted the proper amount of fees owed under the statute.”*

- 911 Law Permits Local Governments To Sue Telecoms for Underbilling
  - 911 Charges are Fees, Not Taxes
  - Plaintiffs Can Pursue Statutory and Common Law Claims for Fraud and Misrepresentation)
- Telecoms Have Appealed Trial Court's Ruling
- CTA Decision expected this Summer

# Legislative Proposals

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## ■ **2016 Legislation**

- Proposed After Cobb/Gwinnett Suits
- Three Bills Introduced Last Session

## ■ **2017 Legislation**

- Create Statewide 911 Authority
- Definitional Changes Will Impact Revenues
- Will Prevent Local Governments From Doing Their Own Audits
- Savings Clause For On-going Audits

# *How we work...?*

---

- We Advance All Audit/Litigation Costs
- Paid on Contingency Only If Successful
  - 35%, Plus Litigation Costs
  - Only Applies To Additional Revenue Realized
- If No Recovery...No Costs or Fees Due



# ***Questions?***

***John Bevis:***

***[Bevis@BarnesLawGroup.com](mailto:Bevis@BarnesLawGroup.com)***

***David Worley:***

***[David@EWLawllc.com](mailto:David@EWLawllc.com)***

## **TRADE SECRETS NON-DISCLOSURE AGREEMENT**

**THIS NON-DISCLOSURE AGREEMENT** (the "Agreement") is made on the latest date either party signs below by and between Spalding County, a subdivision of the State of Georgia, with an address of 119 East Solomon Street, Griffin, Georgia 30223 ("Recipient"), and Expert Discovery LLC, a for profit limited liability company authorized to do business in the State of Georgia, with an address of 200 Clinton Ave., Suite 806, Huntsville, Alabama 35801 ("Company").

### **RECITALS**

The Recipient may request that the Company provide, and the Company may provide, certain trade secrets required by law, regulation, bid, request for proposal or provision of contracted services to be submitted to the Recipient related to the provision of contracted for consulting services to identify under-billing, under-collection and under-remittance of 911 fees by telecommunications providers that operate in Spalding County, Georgia ("Purpose").

The Company is willing to disclose the information, but only on the condition that the trade secrets shall not be disclosed by Recipient and those permitted to see the information on behalf of Recipient.

Pursuant to the Georgia Open Records Act (O.C.G.A. § 50-18-72), the General Assembly has declared that there is a strong presumption that public records should be made available for public inspection without delay.

**NOW, THEREFORE**, in order to induce the Company to disclose certain trade secrets to Recipient if necessary during the course of performing contracted for services, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. "Trade Secret" as defined at O.C.G.A. § 10-1-761 means information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:

a) Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and

b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. No part of the Trade Secret, whether properly or improperly obtained, shall be used for any purpose whatsoever other than the Purpose described above. Without limiting the applicability of the foregoing, the Recipient shall not export files, burn or copy electronic information in CD form, or print any documents, except in limited instances for transmittal of the same to the Company.

3. Pursuant to the Georgia Open Records Act (O.C.G.A. § 50-18-72), the Company has submitted and attached to the records identified as Trade Secrets an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10. The Recipient will only disclose the Trade Secrets pursuant to the Georgia Open Records Act and provide notice to:

*To Company in writing at:*

Expert Discovery, LLC  
200 Clinton Ave., Suite 806  
Huntsville, Alabama 35801  
Attn: Jeffrey Miller & Roger Schneider  
Phone: (256) 705-7019  
E-mail: jrmiller@expert-discovery.com &  
rsch@expert-discovery.com

4. All Trade Secrets shall be held by the Recipient and Recipient's Agents, if applicable, in trust and confidence and shall be kept private and not disclosed to any third party or outside source, except as may be expressly authorized in writing in advance by the Company or required by the Georgia Open Records Act. The Recipient shall be liable to the Company for any breach of this Agreement by the Recipient, by its employees, Recipient Agents, or any other related or unrelated third parties to whom Recipient discloses the Trade Secrets.

5. The Recipient's obligations hereunder do not apply to any portion of the Trade Secrets that: (a) is or becomes publicly available, by other than unauthorized disclosure, (b) is independently developed by the Recipient, or (c) is required to be produced by order of a court or other legitimate authority, provided, that the Recipient gives the Company reasonable prior notice of the forced disclosure and, at the Company's request, uses reasonable efforts to obtain protection for the Trade Secrets.

6. No representations or warranties, express or implied, are made by the Company as to the quality or accuracy of the Trade Secrets provided to Recipient.

7. This Agreement shall remain in effect for a period of five (5) years from the date hereof.

8. The Recipient acknowledges that remedies at law may be inadequate to protect the Company from actual or threatened breach of this Agreement. Therefore, the Company shall be entitled to seek injunctive relief to enforce the terms of this Agreement, in addition to any other remedies available to it in law or equity.

9. This Agreement shall be construed in accordance with the laws of the State of Georgia.

10. All Trade Secrets shall remain the exclusive property of the Company. Promptly after completion of each of its contractual duties to the Company, the Recipient shall promptly return all Trade Secrets upon the written request of the Company, or verify in writing to the Company that all Trade Secrets have been permanently eliminated from its electronic and other records, or otherwise destroyed.

11. It is expressly understood that this Agreement supersedes any previous agreement, written or oral, between the parties relating to the subjects contained herein and contains the entire and only agreement between the parties respecting this subject matter. This Agreement may only be modified in writing signed by both parties.

**IN WITNESS WHEREOF**, each of the parties has signed this Agreement, or has had it signed by its only authorized representative, as of the last date shown below.

SPALDING COUNTY, GEORGIA

EXPERT DISCOVERY, LLC

By:

\_\_\_\_\_  
Bart Miller, Chairman  
Spalding County Board of Commissioners  
Dated: May 15, 2017

\_\_\_\_\_  
Roger Schneider

Dated: April \_\_\_\_\_, 2017

**PROFESSIONAL AUDIT & LITIGATION SUPPORT SERVICES CONTRACT  
BETWEEN SPALDING COUNTY, GEORGIA, AND EXPERT DISCOVERY, LLC**

This Professional Services Contract (the "Contract") is made and entered into by and between SPALDING COUNTY, GEORGIA, (hereinafter "SPALDING COUNTY") and EXPERT DISCOVERY, LLC (hereinafter the "CONTRACTOR" or "EXPERT DISCOVERY").

**Section 1. TERM/EARLY TERMINATION**

This Contract shall become effective as of the date last signed below by one of the parties. This Contract (and the engagement it represents) is limited to the matters described herein and, unless specifically agreed between us, such engagement shall end at the conclusion of such matters.

Effective on the provision of written notice, this Contract may be terminated before the expiration of its term if a party defaults on a material obligation owed to the other party hereunder (a "Default"), and the non-defaulting party fails to cure or remedy that Default within thirty (30) days after receipt of written notice by the non-defaulting party to the defaulting party.

Upon the expiration or early termination of this Contract, all finished or unfinished documents, data, studies, and reports or other materials prepared by the CONTRACTOR shall be furnished to SPALDING COUNTY and become its property.

**Section 2. SCOPE OF CONTRACTOR SERVICES**

(a) The CONTRACTOR will perform a forensic audit to detect, document and arrange for collection of unpaid 911 and/or E911 fees that should have been remitted by telecommunication providers ("Provider(s)") to SPALDING COUNTY, during the period from which any past fees may be legally collected and for two years thereafter (hereinafter "Services"). The amounts that are detected by the CONTRACTOR as being payable but not paid by a Provider to SPALDING COUNTY during this period are referenced herein as the "Fee Deficiency Amount."

(b) SPALDING COUNTY agrees to engage the CONTRACTOR, and the CONTRACTOR hereby agrees to perform the Services for SPALDING COUNTY pursuant to the terms of this Agreement.

**Section 3. CONTRACT REPRESENTATIVES/NOTICES**

Each party hereby appoints a representative who shall coordinate with the other party on all matters pertinent to the performance of the Services and administration of this Contract (the "Contract Representative").

SPALDING COUNTY's Contract Representative(s) is:

Spalding County Board of Commissioners  
Contact: William P. Wilson, Jr. County Manager  
P.O. Box 1087  
Griffin, GA 30224  
(770) 467-4224

The CONTRACTOR's Contract Representative(s) is:

Expert Discovery, LLC  
Contact: Jeff Miller or Roger Schneider  
200 Clinton Avenue, Suite 806  
Huntsville, AL 35801  
(256)705-7019

The Contract Representative(s) designated above shall have the authority to act on behalf of its organization to transmit instructions and receive information. Either party may designate a Contract Representative other than the person named above upon written notice to the other.

All notices, requests, demands and other communications which are required or may be given under this Contract shall be in writing and shall be deemed to have been duly given to the above-noted Contract Representative: (a) when received, if personally delivered; (b) two (2) business days after being sent, if sent for next day delivery to a domestic address by a nationally-reputable overnight delivery service (e.g., Federal Express); (c) on the date of transmission, if sent by facsimile, telex or other wire transmission with transmission confirmed; and (d) upon receipt, if sent by certified or registered mail, return receipt requested.

#### **Section 4. TIME OF SERVICE**

All work shall be completed and delivered by the schedule established by the respective Contract Representative for the parties. The Contract Representative will finalize the mutually agreed upon schedule no later than thirty (30) days after the execution of the Contract establishing a timeframe to proceed towards a recovery.

#### **Section 5. GENERAL PROVISIONS**

(a) Expenses. CONTRACTOR, at its sole expense, will engage all personnel and bear the responsibility for all its expenses (including, but not limited to, travel, copying, office space and administration) that relate to or arise out of the performance of its Services; provided that understandings for payment for legal services and Court Costs (as defined herein) are described in Section 6 of this Agreement.



(b) Personnel. The CONTRACTOR warrants that it has or can engage the professional personnel capable of performing the Services, as called for herein, in a satisfactory and proper manner. CONTRACTOR further warrants that it will perform the Services in a professional and workmanlike manner consistent with standards utilized by other providers who perform similar services.

(c) Access to Materials. At no expense to the CONTRACTOR, SPALDING COUNTY agrees to make available to the CONTRACTOR any 911 and/or E911 fee payment records, financial documents, materials or any other information in SPALDING COUNTY's possession (or otherwise readily available) that the CONTRACTOR requests which reasonably relate to the performance of its Services.

(d) Cooperation. Except as provided herein, the parties will reasonably cooperate to facilitate recovery of amounts owed to, or for the benefit of, SPALDING COUNTY by Providers for prior year obligations in accord with appropriate laws and regulations, including, if mutually agreed, waiving or reducing fees and amounts to be recovered.

## **Section 6. COMPENSATION/ APPROVALS BY SPALDING COUNTY**

(a) If the CONTRACTOR is successful in collecting a Fee Deficiency Amount, either prior to, or after the filing of a suit for the collection of the same, the CONTRACTOR shall be entitled to a fee of 11.60% of the Fee Deficiency Amount. The CONTRACTOR shall also be entitled to a fee for two subsequent years on the new revenue generated pursuant to (c) below.

(b) In the litigation to collect the Fee Deficiency Amount, CONTRACTOR and Evangelista Worley, LLC, The Barnes Law Group, LLC and Harris Lowry Manton, LLP (the "FIRMS") agree to advance all filing fees and other litigation costs (including, but not limited to, expenses of subpoenas, depositions, expert witness fees, etc., and allocated as they shall separately agree) associated with the litigation (collectively, "Court Costs"). Court Costs shall not include any payments to or compensation received by CONTRACTOR. If there is a recovery, CONTRACTOR (and the Firms under the terms of their separate engagement letter) will be reimbursed the Court Costs paid or otherwise advanced out of the Fee Deficiency Amount recovered after the payment of any contingency fee amounts.

In no event shall the aggregate sum of the fee paid to CONTRACTOR and the fee paid to the FIRMS exceed 35% of the Fee Deficiency Amount recovered.

If a Fee Deficiency Amount is not collected following the litigation efforts of the FIRMS, or if such recovery is insufficient to pay all expenses advanced in the litigation, SPALDING COUNTY shall not be obligated to pay any compensation to CONTRACTOR or the FIRMS for their respective services, or to reimburse CONTRACTOR or the FIRMS for the Court Costs paid or otherwise advanced on behalf of SPALDING COUNTY in any such litigation.

(c) Prospective Services. The parties acknowledge that in the event that SPALDING COUNTY with the efforts of CONTRACTOR (and the FIRMS) is successful in collecting a Fee

Deficiency Amount(s) for prior audited years, that there is an ongoing revenue benefit realized by SPALDING COUNTY for the services rendered hereunder. SPALDING COUNTY further acknowledges a need for monitoring services to ensure that newly identified and formerly unrealized 911 and/or E911 fees continue as well as for the institution of a compliance program ensuring proper and accurate receipt of future 911 and E911 fees. CONTRACTOR shall provide such services for a maximum of two years following the settlement or resolution of claims against any Provider and, for such services, shall receive a contingent fee as described in paragraph (a) of this section. The contingent fees due under this paragraph shall be the specific Fee Deficiencies for the accounts identified as a result of the services of Expert Discovery and the FIRMS upon which no 911 fees were previously paid or were underpaid in prior years, and will not apply to past or future 911 fee revenues that were not generated from the services provided hereunder.

## **Section 7. NON-EXCLUSIVE AGREEMENT**

SPALDING COUNTY acknowledges that, during the term of this Contract, the CONTRACTOR is not working exclusively for SPALDING COUNTY and that the CONTRACTOR simultaneously may be performing work similar to those hereunder for other states, cities, counties and 911 districts. The parties further understand that this Contract does not prohibit SPALDING COUNTY from hiring other professional consultants, at the sole cost of SPALDING COUNTY, to advise it on matters related to those covered by this Contract.

## **Section 8. MISCELLANEOUS TERMS AND CONDITIONS**

(a) Changes. Any changes in the scope of services, the term, amount of compensation payable to the CONTRACTOR or other provisions herein must be mutually agreed upon between SPALDING COUNTY and the CONTRACTOR and expressed in a written amendment(s) to this Contract signed by both parties.

(b) No Assignment. The CONTRACTOR may not assign or transfer this Contract or any its obligations or interest herein without the written consent of SPALDING COUNTY, which consent may be withheld for any reason; provided, however, that the CONTRACTOR may assign its right or claims for amounts owed it by SPALDING COUNTY hereunder to a bank, trust company, or other financial institution without such approval if written notice of any such assignment is promptly furnished to SPALDING COUNTY.

(c) Binding on Heirs and Successors. This Agreement shall be binding upon and inure to the benefit of any successor to SPALDING COUNTY. As used in this Agreement, the term "successor" shall include any person, firm, employer or other entity (including the State) which at any time, by whatever means, assumes or is assigned responsibility of SPALDING COUNTY for the covered project. This Agreement shall also be binding upon and inure to the benefit of the CONTRACTOR, its heirs, executors and administrators.

(d) Reports and Information. The CONTRACTOR, at such times and in such forms as SPALDING COUNTY may require, shall furnish to the SPALDING COUNTY such periodic

reports as it may request pertaining to the work or Services and other matters related to CONTRACTOR's performance of this Contract.

(e) Findings Confidential. Unless compelled to be disclosed by legal process or mandated by provisions of the Georgia Open Records Act, all of the reports, information, data, and deliverables given to or prepared or assembled by the CONTRACTOR hereunder shall be treated by it as confidential.

(f) Compliance with Laws. The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the U.S. Government, the State of Georgia and the local jurisdictions in which SPALDING COUNTY provides 911 and/or E911 services. Before commencing its work, CONTRACTOR, at its own expense, will obtain all licenses, permits or other governmental authorizations needed to complete the services, including without limitation, any required business licenses (collectively, "Licensing"). CONTRACTOR further agrees to maintain that Licensing throughout the performance of its services.

(g) Audits, Inspection & Access to Records/Record Retention. At any time during normal business hours and at mutually agreed times, the CONTRACTOR, upon request from SPALDING COUNTY, shall (i) make available to SPALDING COUNTY (or its duly authorized representatives) all of the records generated with respect to matters covered by this Contract and (ii) will permit SPALDING COUNTY, or any of its duly authorized representatives, to audit, examine, and make copies, excerpts or transcripts from such records, and to make audits of all materials or other data relating to all matters covered by this contract. The CONTRACTOR shall retain all books, documents, papers, and records which are generated as from the performance of its Services for a period of four (4) years following completion of the contracted work and the expiration of the Contract, unless written permission to destroy them at an earlier date is granted by SPALDING COUNTY. If litigation, claim, or audit concerning the matters reflected in those records is started before the expiration of the retention period, the records shall be retained until all litigation, audits, and/or audit finding involving the records have been resolved.

(h) No Conflict of Interest. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services. The CONTRACTOR further covenants that in the performance of this contract, it shall not engage any person having any such interest.

(i) No Third Party Beneficiaries. The Contract is made only for the benefit of SPALDING COUNTY and the CONTRACTOR. It is not intended, nor shall it be construed, to grant or bestow any benefit, right or privilege to any third party.

(j) Contractor's Ability to Perform. CONTRACTOR warrants that all actions required to be taken by or on behalf of it to execute the contract, and to perform its covenants, obligations and agreements hereunder, have been duly taken, that CONTRACTOR is a duly organized and existing entity that is authorized to perform business under the laws of the State of Georgia, and that it has the power to enter into and to perform and observe its agreements and covenants in the Contract.

(k) Full Contract. This Contract (including the attachments hereto) represents the entire agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral, concerning the matters expressed herein.

(l) Governance. In the event of any conflict in the provisions of the main body of this Contract and the attachments to it, the provisions in the main body shall supersede, govern and control.

(m) Independent Contractor. CONTRACTOR is an independent contractor of SPALDING COUNTY. This Contract does not create any partnership, joint venture or principal-agent relationship between SPALDING COUNTY and CONTRACTOR.

(n) No Employment Created. No person engaged by the CONTRACTOR shall be considered an employee of SPALDING COUNTY or be eligible to receive any benefits provided by it to its employees. In this regard CONTRACTOR acknowledges and accepts all responsibilities imposed by federal income tax laws, and any applicable state income tax laws, concerning the performance of Services by its personnel, including but not limited to, the responsibility of withholding amounts for federal income taxes, Social Security taxes, federal unemployment tax and applicable state and local income taxes.

(o) Invalidity. If any provision of this Contract is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of it shall remain in full force and effect.

(p) Interpretation. In the event of any dispute concerning the meaning of provisions herein, the following principles apply when interpreting this Contract or resolving such dispute: (i) the headings are included for the convenience of the parties, and are not intended to interpret the meaning of provisions herein; (ii) in the event of any ambiguity among provision(s), no presumption shall be drawn against the party that may have drafted a provision(s) in this Contract; and (iii) each party has read and fully considered the entire Contract.

(q) Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Georgia. The courts of Georgia, located in Spalding County, Georgia, shall have exclusive jurisdiction to hear any claim between the Contractor and SPALDING COUNTY in connection with the Contract, and Contractor submits to the jurisdiction and venue of such courts. Prior to filing any claim or action related to this Contract, the parties may, but shall not be obligated to submit such claims or action to non-binding mediation before a mediator mutually agreeable to the parties. The parties shall share equally in the costs of mediation.

IN WITNESS WHEREOF, SPALDING COUNTY and the CONTRACTOR have caused this Contract to be executed by their duly authorized officers on the days and year written below their names respectively.

SPALDING COUNTY, GEORGIA

EXPERT DISCOVERY, LLC

By:

\_\_\_\_\_  
Bart Miller, Chairman  
Spalding County Board of Commissioners  
Dated: May 15, 2017

\_\_\_\_\_  
Roger Schneider  
Dated: April \_\_\_\_\_, 2017



## SPALDING COUNTY BOARD OF COMMISSIONERS

# Resolution of Taking for New Griffin-Spalding County Airport

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**Requesting Agency**

County Clerk

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**Requested Action**

Consider approval of resolution authorizing declaration of taking for the following properties as requested by the Griffin-Spalding County Airport Authority: 200 Banks Road, 193 Sapelo Road and 237 Sapelo Road.

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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**

In the local legislation that created the Airport Authority, they were not given power of Eminent domain and therefore, the City and the County agreed to condemn any properties needed by the Airport Authority.

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**Fiscal Impact / Funding Source**

All costs to be paid by the Airport Authority.

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**STAFF RECOMMENDATION**

Approval

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**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Board Resolution - Airport Authority - 193 Sapelo Road	5/9/2017	Backup Material
<input type="checkbox"/> Resolution of Taking -193 Sapelo Road - Janet B. Knapp (Springer)	5/9/2017	Backup Material
<input type="checkbox"/> Board Resolution - Airport Authority - 237 Sapelo Road	5/9/2017	Backup Material
<input type="checkbox"/> Resolution of Taking - 237 Sapelo Road - Burt E. & Christy L. Newsome	5/9/2017	Backup Material
<input type="checkbox"/> Board Resolution - Airport Authority - 200 Banks Road	5/9/2017	Backup Material
<input type="checkbox"/> Resolution of Taking - 200 Banks Road - Land Headquarters, Inc.	5/9/2017	Backup Material



**GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY**

**BOARD RESOLUTION**

**WHEREAS**, the Airport Authority held its regularly scheduled meeting for February 13, 2017, and a quorum was present;

**WHEREAS**, the Airport Authority is acquiring real property tracts for the construction and subsequent operation of a new airport;

**WHEREAS**, the following described parcel of real property (hereinafter referred to as "Subject Property AF16") has been determined as a necessity for the construction of the new airport (a public use) to be owned and operated by the Airport Authority;

**WHEREAS**, the agency for the Airport Authority has been unsuccessful in reaching an agreement with real property owner of Subject Property AF16 despite good faith negotiations; and

**WHEREAS**, following a motion and a second the Airport Authority unanimously approved the following resolution,

**BE IT RESOLVED** that pursuant to Section 7(a)(14) of Georgia House Bill 1261 which became effective on July 1, 2012 (the Airport Authority enabling legislation), the Griffin-Spalding County Airport Authority hereby requests that Spalding County, Georgia and the Board of Commissioners for the County of Spalding exercise the right of eminent domain to condemn the following parcel of real property for the public use of constructing a new airport:


All that certain tract or parcel of land lying and being in Land Lots 240 and 241 of the 2<sup>nd</sup> District of originally Monroe, now Spalding County, Georgia, and being more particularly shown and designated as 10.00 acres, on a plat of survey entitled "Survey for Larry Keith Evans & Dianna Evans", prepared by Robert S. Mitchell, Registered Land Surveyor, dated September 9, 1988, a copy of which plat is recorded in Plat Book 18, Page 3, of the

Superior Court Records of Spalding County, Georgia, and which said plat, together with the metes, bounds, courses and distances shown thereon on with respect to said property, is incorporated herein and made a part hereof as fully as if set out herein.

Subject to easements and restrictions of record.

This property is known as 193 Sapelo Road, Griffin, Spalding County, Georgia according to the present system of numbering by the present system of numbering by the U.S.P.S as 193 Sapelo Road, Griffin, Spalding County, Georgia.

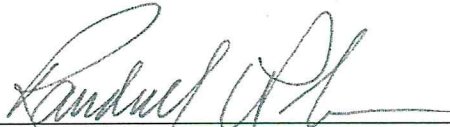
THIS 13<sup>th</sup> DAY OF FEBRUARY, 2017.



C. Richard Morrow

Chairman

Griffin-Spalding County Airport Authority



Dr, Randall Peters

Secretary/Treasurer

**RESOLUTION AUTHORIZING CONDEMNATION OF FEE SIMPLE PROPERTY  
RIGHTS FOR THE DEVELOPMENT AND IMPROVEMENT OF AVIATION AND  
TRANSPORTATION FACILITIES**

WHEREAS, the Spalding County Board of Commissioners, hereinafter referred to as “the County”, though its employees and/or agents have determined and recommended to Spalding County that the County should develop and improve an aviation facility to provide for the transportation needs of Spalding County; and

WHEREAS, the County has chosen and approved the location of the aviation facilities so that it will benefit the property owners of Spalding County with minimal disruption and inconvenience to the property owners affected thereby; and

WHEREAS, the County finds that there is a public necessity that said aviation facilities be installed on, over, or under the property described in Exhibit A (the “Property”) attached hereto and made a part hereof; and

WHEREAS, the owner of the Property is Janet B. Knapp (Singer) (the “Owner”); and

WHEREAS, the County has further determined that it is necessary to purchase a fee simple interest of the Property in order to construct, operate and maintain said aviation facilities.

WHEREAS, the County has diligently pursued and will continue to pursue purchasing the necessary property rights from the Owner through a negotiated purchase; and

WHEREAS, pursuant to O.C.G.A. § 32-3-20 and O.C.G.A. § 22-1-9, the County through its employees and/or agents has attempted in good faith to negotiate a settlement regarding the property rights it needs to acquire. The County has had the property appraised and provided the property owner (or its designated representatives) with the opportunity to accompany the appraiser on his/her inspection. The County has provided each property owner with a written offer to purchase the property rights to be acquired as set forth herein, such written offer being

not less than the full amount of the independent appraisal obtained by the County. Each written offer has described the property rights being acquired, including a drawing that depicted the owner's property, and included a statement of the amount of just compensation and detailed the basis thereof. The written offer has further described the potentially available relocation assistance benefits available under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Where appropriate, any consequential damages have been stated separately; and

WHEREAS, the County has determined that the circumstances surrounding the acquisition of the property described in Exhibit A necessitates the use of its power of condemnation and the use of the condemnation procedures provided by O.C.G.A. Sections 32-3-4 through 32-3-20.

**NOW, THEREFORE, UPON MOTION BEING DULY MADE AND SECONDED, THE FOLLOWING RESOLUTIONS ARE HEREBY UNANIMOUSLY ADOPTED:**

**BE IT RESOLVED AS FOLLOWS:**

1. The County does hereby declare that there is a public necessity that the County acquire a fee simple interest from the property of the Owner, with the description of said property shown in Exhibit A, attached hereto, being incorporated herein by reference.
2. The County does hereby exercise its power of condemnation and authorizes the acquisition of the fee simple interest in the property described in Exhibit A attached hereto.
3. That the public purposes for which said property is being acquired are the development and improvement of aviation facilities for the public transportation uses of the citizens of Spalding County, Georgia.

4. That the County's employees or agents have or shall make a written offer of settlement for the property rights as described above to the Owner of the property based upon the appraisal of the property.

5. That due to the exigent circumstances that have been found to exist, and the Owner's refusal to accept a written offer of settlement, the County's attorney is hereby authorized to file condemnation proceedings pursuant to O.C.G.A. Sections 32-3-4 through 32-3-20 to acquire said fee simple interest from the Owner, as well as any and all lienholders, and any unknown owners, unborn remaindermen, minors, insane persons, or others who may have any title, interest, claim, or demand in or against the property described in Exhibit A, upon which said interests may be located. The presently known persons or entities that may have any title, interest, claim, or demand in or against the property described in Exhibit A are set forth in Exhibit B, attached hereto.

6. In the event that the title to the property described in Exhibit A is transferred to a person or legal entity that is not listed in Exhibit B prior to the date of the filing of condemnation proceedings, this Resolution shall apply to all Owners of interest in the property described in Exhibit A on the date of filing of the Petition for condemnation.

7. That the County stands ready to pay just and adequate compensation for said property rights, as well as any consequential damages to which the Owner is legally entitled.

THEREFORE, IT IS HEREBY RESOLVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

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

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

## **EXHIBIT A**

All that tract or parcel of land lying and being in Land Lot 240 & 241 of the 2<sup>nd</sup> District of originally Monroe, now Spalding County, Georgia, and being more particularly shown and designated as 10.00 acres, on a plat of survey entitled "Survey for Larry Keith Evans & Dianna Evans," prepared by Robert S. Mitchell, registered land surveyor, dated September 9, 1988, a copy of which said plat is recorded in Plat Book 18, Page 3 of the Superior Court records of Spalding County, Georgia, and which said plat, together with the metes, bounds, courses and distances shown thereon with respect to said property, is incorporated herein and made a part hereof as fully as if set out herein.



**EXHIBIT B**

- 1) Janet B. Knapp (Springer)
- 2) Wells Fargo Home Mortgage, Inc., a division of Wells Fargo Bank NA
- 3) Mortgage Electronic Registration Systems, Inc.
- 4) Wachovia Bank, NA
- 5) The Central Georgia Electric Membership Corporation
- 6) American Express Travel Related Services Co. Inc.
- 7) Portfolio Recovery Associates, assignee of FIA Card Services, NA
- 8) Midland Funding LLC
- 9) Sylvia Hollums, Tax Commissioner of Spalding County, Georgia
- 10) William B. Norris, Chairman of the Board of Assessors of Spalding County, Georgia
- 11) The Honorable Jan Hunt, Probate Court Judge of Spalding County Georgia

STATE OF GEORGIA,  
COUNTY OF SPALDING.

**GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY**

**BOARD RESOLUTION**

**WHEREAS**, the Airport Authority held its regularly scheduled meeting for February 13, 2017, and a quorum was present;

**WHEREAS**, the Airport Authority is acquiring real property tracts for the construction and subsequent operation of a new airport;

**WHEREAS**, the following described parcel of real property (hereinafter referred to as "Subject Property AF23") has been determined as a necessity for the construction of the new airport (a public use) to be owned and operated by the Airport Authority;

**WHEREAS**, the agency for the Airport Authority has been unsuccessful in reaching an agreement with real property owner of Subject Property AF23 despite good faith negotiations; and

**WHEREAS**, following a motion and a second the Airport Authority unanimously approved the following resolution,

**BE IT RESOLVED** that pursuant to Section 7(a)(14) of Georgia House Bill 1261 which became effective on July 1, 2012 (the Airport Authority enabling legislation), the Griffin-Spalding County Airport Authority hereby requests that Spalding County, Georgia and the Board of Commissioners for the County of Spalding exercise the right of eminent domain to condemn the following parcel of real property for the public use of constructing a new airport:

All that lot, tract or parcel of land situated, lying and being in Land Lots 240 and 241 of the Second Land District of originally Henry, now Spalding County, Georgia and shown as 30.26 ac. On a plat of survey entitled "Survey for Burt E. Newsome & Christy L. Newsome" prepared by Robert S. Mitchell, R.L.S., dated November 11, 1993 and recorded in Plat Book 20, Page 778, Spalding County records, which plat, together with the metes and bounds, courses and

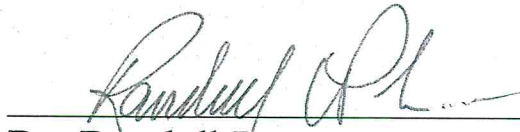
distances shown thereon, is incorporated herein by reference as if fully set forth herein.

This property is known as 237 Sapelo Road, Griffin, Spalding County, Georgia according the present system of numbering by the U.S.P.S. and said deed is recorded at Deed Book 1205, Page 63, Spalding County, Georgia Superior Court records.

THIS 13<sup>th</sup> DAY OF FEBRUARY, 2017.



C. Richard Morrow  
Chairman  
Griffin-Spalding County Airport Authority



Dr. Randall Peters  
Secretary/Treasurer

**RESOLUTION AUTHORIZING CONDEMNATION OF FEE SIMPLE PROPERTY  
RIGHTS FOR THE DEVELOPMENT AND IMPROVEMENT OF AVIATION AND  
TRANSPORTATION FACILITIES**

WHEREAS, the Spalding County Board of Commissioners, hereinafter referred to as “the County”, though its employees and/or agents have determined and recommended to Spalding County that the County should develop and improve an aviation facility to provide for the transportation needs of Spalding County; and

WHEREAS, the County has chosen and approved the location of the aviation facilities so that it will benefit the property owners of Spalding County with minimal disruption and inconvenience to the property owners affected thereby; and

WHEREAS, the County finds that there is a public necessity that said aviation facilities be installed on, over, or under the property described in Exhibit A (the “Property”) attached hereto and made a part hereof; and

WHEREAS, the owners of the Property are Bert E. Newsome and Christy L. Newsome (the “Owners”); and

WHEREAS, the County has further determined that it is necessary to purchase a fee simple interest of the Property in order to construct, operate and maintain said aviation facilities.

WHEREAS, the County has diligently pursued and will continue to pursue purchasing the necessary property rights from the Owners through a negotiated purchase; and

WHEREAS, pursuant to O.C.G.A. § 32-3-20 and O.C.G.A. § 22-1-9, the County through its employees and/or agents has attempted in good faith to negotiate a settlement regarding the property rights it needs to acquire. The County has had the property appraised and provided the property owners (or their designated representatives) with the opportunity to accompany the appraiser on his/her inspection. The County has provided each property owner with a written

offer to purchase the property rights to be acquired as set forth herein, such written offer being not less than the full amount of the independent appraisal obtained by the County. Each written offer has described the property rights being acquired, including a drawing that depicted the owner's property, and included a statement of the amount of just compensation and detailed the basis therefor. The written offer has further described the potentially available relocation assistance benefits available under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Where appropriate, any consequential damages have been stated separately; and

WHEREAS, the County has determined that the circumstances surrounding the acquisition of the property described in Exhibit A necessitates the use of its power of condemnation and the use of the condemnation procedures provided by O.C.G.A. Sections 32-3-4 through 32-3-20.

**NOW, THEREFORE, UPON MOTION BEING DULY MADE AND SECONDED, THE FOLLOWING RESOLUTIONS ARE HEREBY UNANIMOUSLY ADOPTED:**

**BE IT RESOLVED AS FOLLOWS:**

1. The County does hereby declare that there is a public necessity that the County acquire a fee simple interest from the property of the Owners, with the description of said property shown in Exhibit A, attached hereto, being incorporated herein by reference.
2. The County does hereby exercise its power of condemnation and authorizes the acquisition of the fee simple interest in the property described in Exhibit A attached hereto.
3. That the public purposes for which said property is being acquired are the development and improvement of aviation facilities for the public transportation uses of the citizens of Spalding County, Georgia.

4. That the County's employees or agents have or shall make a written offer of settlement for a fee simple interest as described above to the Owners of the property based upon the appraisal of the property.

5. That due to the exigent circumstances that have been found to exist, and the Owners refusal to accept a written offer of settlement, the County's attorney is hereby authorized to file condemnation proceedings pursuant to O.C.G.A. Sections 32-3-4 through 32-3-20 to acquire said fee simple interest from the Owners, as well as any and all lienholders, and any unknown owners, unborn remaindermen, minors, insane persons, or others who may have any title, interest, claim, or demand in or against the property described in Exhibit A, upon which said interests may be located. The presently known persons or entities that may have any title, interest, claim, or demand in or against the property described in Exhibit A are set forth in Exhibit B, attached hereto.

6. In the event that the title to the property described in Exhibit A is transferred to a person or legal entity that is not listed in Exhibit B prior to the date of the filing of condemnation proceedings, this Resolution shall apply to all Owners of interest in the property described in Exhibit A on the date of filing of the Petition for condemnation.

7. That the County stands ready to pay just and adequate compensation for said property rights, as well as any consequential damages to which the Owners are legally entitled.

THEREFORE, IT IS HEREBY RESOLVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

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

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



## **EXHIBIT A**

All that lot, tract or parcel of land situated, lying and being in Land Lots 240 and 241 of the Second Land District of originally Henry, now Spalding County, Georgia and shown as 30.26 acres on a plat of survey entitled "Survey for Burt E. Newsome & Christy L. Newsome" prepared by Robert S. Mitchell, R.L.S., dated November 11, 1993 and recorded in Plat Book 20, Page 778, Spalding County records, which plat, together with the metes and bounds, courses and distances shown thereon, is incorporated herein by reference as if fully set forth herein.

**EXHIBIT B**

- 1) Bert E. Newsome
- 2) Christy L. Newsome
- 3) Mortgage Electronic Registration Systems, Inc., as nominee for Branch Banking & Trust Company
- 4) Branch Banking & Trust Company
- 5) Regions Bank (INC.) (ALABAMA)
- 6) The Central Georgia Electric Membership Corporation
- 7) Sylvia Hollums, Tax Commissioner of Spalding County, Georgia
- 8) William B. Norris, Chairman of the Board of Assessors of Spalding County, Georgia
- 9) The Honorable Jan Hunt, Probate Court Judge of Spalding County Georgia

STATE OF GEORGIA,  
COUNTY OF SPALDING.

**GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY**

**BOARD RESOLUTION**

**WHEREAS**, the Airport Authority held its regularly scheduled meeting for February 13, 2017, and a quorum was present;

**WHEREAS**, the Airport Authority is acquiring real property tracts for the construction and subsequent operation of a new airport;

**WHEREAS**, the following described parcel of real property (hereinafter referred to as "Subject Property AF44") has been determined as a necessity for the construction of the new airport (a public use) to be owned and operated by the Airport Authority;

**WHEREAS**, the agency for the Airport Authority has been unsuccessful in reaching an agreement with real property owner of Subject Property AF44 despite good faith negotiations; and

**WHEREAS**, following a motion and a second the Airport Authority unanimously approved the following resolution,

**BE IT RESOLVED** that pursuant to Section 7(a)(14) of Georgia House Bill 1261 which became effective on July 1, 2012 (the Airport Authority enabling legislation), the Griffin-Spalding County Airport Authority hereby requests that Spalding County, Georgia and the Board of Commissioners for the County of Spalding exercise the right of eminent domain to condemn the following parcel of real property for the public use of constructing a new airport:

All that tract or parcel of land situated, lying and being in Land Lot 240 of the Second Land District of originally Monroe, now Spalding County, Georgia and being more particularly described as follows: BEGINNING at the intersection of the south boundary of Land Lot 240 with the east right-of-way of Banks Road and running thence north 1 degree 17 minutes west a distance of 2200.0 feet to an iron stake and point of beginning: thence north 88 degrees 57 minutes

east a distance of 687.3 feet to an iron stake; thence north 0 degrees 57 minutes 48 seconds west a distance of 200 feet to an iron stake; thence south 88 degrees 57 minutes west a distance of 688.4 feet to an iron stake located on the east right of way of said Banks Road; thence south 1 degree 17 minutes east along said east right of way of Banks Road a distance of 200.0 feet to the point of beginning.

This is the same property conveyed in deeds of record in Deed Book 1887, Page 206 and Deed Book 1887, Page 205, Clerk's Office, Spalding Superior Court.

Said property is further described as being Lot 11 of Louis W. Goldstein and Arthur Forrer Subdivision, as shown on a plat of survey entitled "Property Survey for James Searcy", dated April 5, 2001, prepared by Gerald H. Barnhard, Registered Land Surveyor, a copy of which said plat is recorded in Plat Book 23, Page 723, in the Office of the Clerk of the Superior Court of Spalding County, Georgia, and by reference, said plat of survey together with the metes, bounds, courses and distances as shown thereon, is incorporated herein and made a part of this description.

The above-described property is conveyed subject to any covenants and restrictions of record affecting said property.

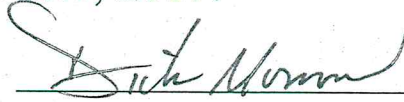
NOTE: This deed is being filed due to the fact that in 1998, a predecessor in interest to Wesley and Beverly Arnold was deeded the incorrect lot by Land Headquarters, Inc. (Atlanta). Mr. and Mrs. Arnold and Land Headquarters, Inc. (Atlanta) have executed reciprocal deeds to correct this error.

This property is known as 200 Banks Road, Griffin, Spalding County, Georgia as the U.S.P.S. numbering system and said deed is



recorded at Deed Book 4107, Pages 253 and 254, Spalding County  
Superior Court records.

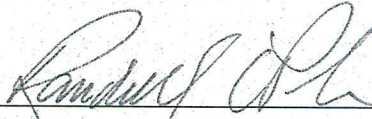
THIS 13<sup>th</sup> DAY OF FEBRUARY, 2017.

A handwritten signature in dark ink, appearing to read "C. Richard Morrow", written over a horizontal line.

C. Richard Morrow

Chairman

Griffin-Spalding County Airport Authority

A handwritten signature in dark ink, appearing to read "Dr. Randall Peters", written over a horizontal line.

Dr. Randall Peters

Secretary/Treasurer

**RESOLUTION AUTHORIZING CONDEMNATION OF FEE SIMPLE PROPERTY  
RIGHTS FOR THE DEVELOPMENT AND IMPROVEMENT OF AVIATION AND  
TRANSPORTATION FACILITIES**

WHEREAS, the Spalding County Board of Commissioners, hereinafter referred to as “the County”, though its employees and/or agents have determined and recommended to Spalding County that the County should develop and improve an aviation facility to provide for the transportation needs of Spalding County; and

WHEREAS, the County has chosen and approved the location of the aviation facilities so that it will benefit the property owners of Spalding County with minimal disruption and inconvenience to the property owners affected thereby; and

WHEREAS, the County finds that there is a public necessity that said aviation facilities be installed on, over, or under the property described in Exhibit A (the “Property”) attached hereto and made a part hereof; and

WHEREAS, the owner of the Property is Land Headquarters, Inc. (ATLANTA) (the “Owner”); and

WHEREAS, the County has further determined that it is necessary to purchase a fee simple interest of the Property in order to construct, operate and maintain said aviation facilities.

WHEREAS, the County has diligently pursued and will continue to pursue purchasing the necessary property rights from the Owner through a negotiated purchase; and

WHEREAS, pursuant to O.C.G.A. § 32-3-20 and O.C.G.A. § 22-1-9, the County through its employees and/or agents has attempted in good faith to negotiate a settlement regarding the property rights it needs to acquire. The County has had the property appraised and provided the property owner (or its designated representatives) with the opportunity to accompany the appraiser on his/her inspection. The County has provided each property owner with a written



offer to purchase the property rights to be acquired as set forth herein, such written offer being not less than the full amount of the independent appraisal obtained by the County. Each written offer has described the property rights being acquired, including a drawing that depicted the owner's property, and included a statement of the amount of just compensation and detailed the basis thereof. The written offer has further described the potentially available relocation assistance benefits available under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Where appropriate, any consequential damages have been stated separately; and

WHEREAS, the County has determined that the circumstances surrounding the acquisition of the property described in Exhibit A necessitates the use of its power of condemnation and the use of the condemnation procedures provided by O.C.G.A. Sections 32-3-4 through 32-3-20.

**NOW, THEREFORE, UPON MOTION BEING DULY MADE AND SECONDED, THE FOLLOWING RESOLUTIONS ARE HEREBY UNANIMOUSLY ADOPTED:**

**BE IT RESOLVED AS FOLLOWS:**

1. The County does hereby declare that there is a public necessity that the County acquire a fee simple interest from the property of the Owner, with the description of said property shown in Exhibit A, attached hereto, being incorporated herein by reference.
2. The County does hereby exercise its power of condemnation and authorizes the acquisition of the fee simple interest in the property described in Exhibit A attached hereto.
3. That the public purposes for which said property is being acquired are the development and improvement of aviation facilities for the public transportation uses of the citizens of Spalding County, Georgia.

4. That the County's employees or agents have or shall make a written offer of settlement for the property rights as described above to the Owner of the property based upon the appraisal of the property.

5. That due to the exigent circumstances that have been found to exist, and the Owner's refusal to accept a written offer of settlement, the County's attorney is hereby authorized to file condemnation proceedings pursuant to O.C.G.A. Sections 32-3-4 through 32-3-20 to acquire said fee simple interest from the Owner, as well as any and all lienholders, and any unknown owners, unborn remaindermen, minors, insane persons, or others who may have any title, interest, claim, or demand in or against the property described in Exhibit A, upon which said interests may be located. The presently known persons or entities that may have any title, interest, claim, or demand in or against the property described in Exhibit A are set forth in Exhibit B, attached hereto.

6. In the event that the title to the property described in Exhibit A is transferred to a person or legal entity that is not listed in Exhibit B prior to the date of the filing of condemnation proceedings, this Resolution shall apply to all Owners of interest in the property described in Exhibit A on the date of filing of the Petition for condemnation.

7. That the County stands ready to pay just and adequate compensation for said property rights, as well as any consequential damages to which the Owner is legally entitled.

THEREFORE, IT IS HEREBY RESOLVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

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

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

## **EXHIBIT A**

All that tract or parcel of land situated, lying and being in Land Lot 240 of the Second Land District of originally Monroe, now Spalding County, Georgia and being more particularly described as follows: BEGINNING at the intersection of the south boundary of Land Lot 240 with the east right-of-way of Banks Road and running thence north 1 degree 17 minutes west a distance of 2200.0 feet to an iron stake and point of beginning; thence north 88 degrees 57 minutes east a distance of 687.3 feet to an iron stake; thence north 0 degrees 57 minutes 48 seconds west a distance of 200 feet to an iron stake; thence south 88 degrees 57 minutes west a distance of 688.4 feet to an iron stake located on the east right of way of said Banks Road; thence south 1 degree 17 minutes east along said east right of way of Banks Road a distance of 200.0 feet to the point of beginning.

This is the same property conveyed in deeds of records in Deed Book 1887, Page 206 and Deed Book 1887, Page 205, Clerk's Office, Spalding Superior Court.

**EXHIBIT B**

- 1) Land Headquarters, Inc. (ATLANTA)
- 2) The Central Georgia Electric Membership
- 3) Sylvia Hollums, Tax Commissioner of Spalding County, Georgia
- 4) William B. Norris, Chairman of the Board of Assessors of Spalding County, Georgia
- 5) The Honorable Jan Hunt, Probate Court Judge of Spalding County Georgia



**SPALDING COUNTY BOARD OF COMMISSIONERS**  
**Resolution of Taking-Right Of Way Acquisition**

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**Requesting Agency**

County Clerk

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**Requested Action**

Consider adoption of resolution authorizing declaration of taking on Parcel No. 7- Right Of Way for the North Hill Street at Northside Drive and Tuskegee Avenue intersection improvements and bridge projects.

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**Requirement for Board Action**

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**Is this Item Goal Related?**

No

---

**Summary and Background**

---

**Fiscal Impact / Funding Source**

2008 SPLOST Proceeds

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**STAFF RECOMMENDATION**

Approval

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Resolution of Taking - North Hill Street	5/9/2017	Backup Material

**RESOLUTION AUTHORIZING CONDEMNATION OF EASEMENT RIGHTS FOR  
THE CONSTRUCTION AND DEVELOPMENT OF PUBLIC TRANSPORTATION  
FACILITIES FOR SPALDING COUNTY**

WHEREAS, the Spalding County Board of Commissioners, hereinafter referred to as “the County”, though its employees and/or agents have determined and recommended to Spalding County that Spalding County should improve a portion of North Hill Street at Northside Drive and Tuskegee Avenue to provide for the transportation needs of Spalding County; and

WHEREAS, the County has chosen and approved the location of the easement areas as described in Exhibit A and Exhibit B attached hereto, so that it will benefit the motoring public of Spalding County with minimal disruption and inconvenience to the property owners affected thereby; and

WHEREAS, the County finds that there is a public necessity that said improvements be installed on, over, across, under, and through the easement areas described in Exhibit A and Exhibit B attached and made a part hereof; and

WHEREAS, the presently known owner of the Property upon which the easements are located, as described in Exhibit A and Exhibit B, are listed in Exhibit C attached hereto (hereinafter called “Owner”); and

WHEREAS, the County has further determined that it is necessary to purchase certain temporary and permanent easements rights through the easement areas shown in Exhibit A and Exhibit B in order to construct, operate and maintain North Hill Street at Northside Drive and Tuskegee Avenue.

WHEREAS, the County has diligently pursued and will continue to pursue purchasing the necessary easement rights from the Owner through a negotiated purchase; and



WHEREAS, pursuant to O.C.G.A. § 32-3-20 and O.C.G.A. § 22-1-9, the County through its employees and/or agents has attempted in good faith to negotiate a settlement regarding the property rights it needs to acquire. The County has had the property appraised and provided the property owner (or his designated representatives) with the opportunity to accompany the appraiser on his/her inspection. The County has provided the property owner with a written offer to purchase the property rights to be acquired as set forth herein, such written offer being not less than the full amount of the independent appraisal obtained by the County. Each written offer has described the property rights being acquired, including a drawing that depicted the owner's property, and included a statement of the amount of just compensation and detailed the basis therefore. Where appropriate, any consequential damages has been stated separately; and

WHEREAS, the County has determined that the circumstances surrounding the acquisition of the property described in Exhibit A and Exhibit B necessitates the use of its power of condemnation and the use of the condemnation procedures provided by O.C.G.A. Sections 32-3-4 through 32-3-20.

**NOW, THEREFORE, UPON MOTION BEING DULY MADE AND SECONDED, THE FOLLOWING RESOLUTIONS ARE HEREBY UNANIMOUSLY ADOPTED:**

**BE IT RESOLVED AS FOLLOWS:**

1. The County does hereby declare that there is a public necessity that the County acquires certain easement rights on, over, across, under and through the property of the Owner, at the widths and lengths shown in Exhibit B, with the description of each said easement shown in Exhibit A being incorporated herein by reference.

---

2. The County does hereby exercise its power of condemnation and authorizes the acquisition of the permanent and temporary easement rights in the property described in Exhibit A and Exhibit B attached hereto.

3. That the public purposes for which said easements are as follows:

- a. A non-exclusive easement for ingress and egress for construction, operating, and maintaining a roadway and all appurtenances thereto;
- b. A temporary construction easement for ingress and egress during the period of construction, which becomes effective at the beginning of construction of the project and will expire upon completion and final acceptance of said project by Spalding County; and
- c. A temporary driveway easement for ingress and egress, which becomes effective at the beginning of construction of the project and will expire upon completion and final acceptance of said project by Spalding County.

4. That the County's employees or agents have or shall make a written offer of settlement for certain easement rights as described above to the Owner of the property based upon the appraisal of the property.

5. That due to the exigent circumstances that have been found to exist, and the Owner's refusal to accept a written offer of settlement, the County's attorney is hereby authorized to file condemnation proceedings pursuant to a Declaration of Taking under O.C.G.A. Sections 32-3-4 through 32-3-20 to acquire said permanent and temporary easement rights from the Owner named in Exhibit C, as well as any and all lienholders, and any unknown owners, unborn remaindermen, minors, insane persons, or others who may have any title, interest, claim,

or demand in or against the property described in Exhibit A and Exhibit B, upon which said interests may be located.

6. In the event that the title to the property described in Exhibit A and Exhibit B is transferred to a person or legal entity that is not listed in Exhibit C prior to the date of the filing of condemnation proceedings, this Resolution shall apply to all owners of interest in the property described in Exhibit A and Exhibit B on the date of filing of the Petition for condemnation.

7. That the County stands ready to pay just and adequate compensation for said easement rights, as well as any consequential damages to which the Owner is legally entitled.

THEREFORE, IT IS HEREBY RESOLVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

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

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

# **EXHIBIT A**



EXHIBIT "A"

Project : North Hill Street at Northside Drive & Tuskegee Avenue

Parcel No.: 7 - Right-of-Way Acquisition Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 159. of the 3<sup>rd</sup> District, City of Griffin, Spalding County, Georgia, and being more particularly described as follows:

Commencing at a point 29.64 feet LEFT and opposite of station 13+64.68 of the centerline of North Hill Street;

Thence running a bearing of South 74 degrees 53 minutes 56 seconds West a distance of 32.19 feet to a point 61.83 feet LEFT and opposite of station 13.64.77 of the centerline of North Hill Street;

Thence running a bearing of North 27 degrees 22 minutes 37 seconds East a distance of 47.71 feet to a point 29.51 feet LEFT and opposite of station 13+99.87 of the centerline of North Hill Street;

Thence running a bearing of South 15 degrees 02 minutes 52 seconds East a distance of 35.19 feet to a point 29.64 feet LEFT and opposite of station 13+64.68 of the centerline of North Hill Street and the TRUE POINT OF BEGINNING.

The above described property contains 0.01 Acres (567 Square Feet), more or less.

TEMPORARY CONSTRUCTION EASEMENT

Also Granted is an Easement for the Construction of Slopes as follows:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 159, 3<sup>rd</sup> District, City of Griffin, Spalding County, Georgia, and being more particularly described as follows:

Commencing at a point 29.51 feet LEFT and opposite of station 13+99.87 of the centerline of North Hill Street;

Thence running a bearing of South 27 degrees 22 minutes 37 seconds West a distance of 47.71 feet to a point 61.83 feet LEFT and opposite of station 13+64.77 of the centerline of North Hill Street;

Thence running a bearing of South 74 degrees 53 minutes 56 seconds West a distance of 44.80 feet to a point 53.26 feet RIGHT and opposite of station 21+25.55 of the centerline of Northside Drive;

Thence running a bearing of North 15 degrees 06 minutes 04 seconds West a distance of 10.00 feet to a point 62.90 feet RIGHT and opposite of station 21+28.21 of the centerline of Northside Drive;

Thence running a bearing of North 74 degrees 53 minutes 56 seconds East a distance of 39.93 feet to a point 73.52 feet Right and opposite of station 20+89.73 of the centerline of Northside Drive;

Thence running a bearing of North 29 degrees 55 minutes 32 seconds East a distance of 38.31 feet to a point 39.50 feet LEFT and opposite of station 14+01.78 of the centerline of North Hill Street;

Thence running a bearing of North 15 degrees 02 minutes 52 seconds West a distance of 56.90 feet to a point 39.29 feet LEFT and opposite of station 14+58.68 of the centerline of North Hill Street;

Thence running a bearing of North 74 degrees 57 minutes 08 seconds East a distance of 10.00 feet to a point 29.29 feet LEFT and opposite of station 14+58.65 of the centerline of North Hill Street;

Thence running a bearing of South 15 degrees 02 minutes 52 seconds East a distance of 58.78 feet to a point 29.51 feet LEFT and opposite of station 13+99.87 of the centerline of North Hill Street and the TRUE POINT OF BEGINNING.

The above described property contains 0.03 Acres (1410 Square Feet), more or less.

The said Temporary Construction Easement for Slopes shown colored green on the attached Exhibit "B" becomes effective at the beginning of construction of the above project and will expire upon completion and final acceptance of said project by Spalding County and the City of Griffin, Georgia.

## EXHIBIT "A"

Project: North Hill Street at Northside Drive & Tuskegee Avenue

Parcel No. : 7

### TEMPORARY DRIVEWAY EASMENT

Also Granted are two Temporary Driveway Easements shown colored pink on the plat attached as Exhibit "B" . The said Temporary Drive Easements become effective at the beginning of construction of the project and will expire upon completion and final acceptance of the project by Spalding County and the City of Griffin, Georgia.



# **EXHIBIT B**





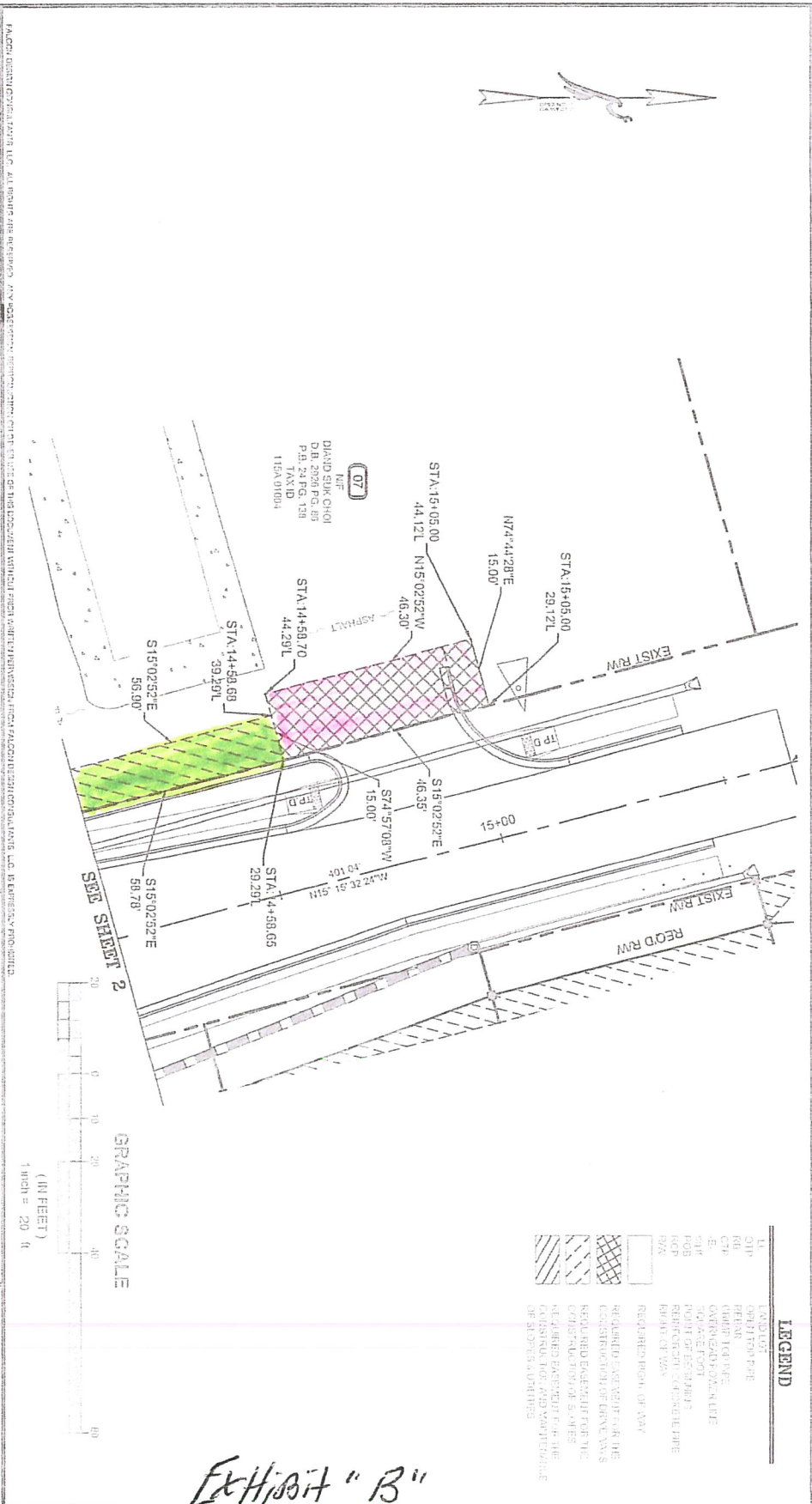
SHT	
1 of 2	
THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTERED PROFESSIONAL ENGINEER'S SEAL.	



Know what's below.  
Call before you dig.  
UNLITES PROTECTION CENTER  
811



ACQUISITION PLAT FOR:  
**SPALDING COUNTY**  
  
**#7 - CHOI PROPERTY**  
LOCATED IN:  
LA 159, DISTRICT 3  
SPALDING COUNTY, GA



LEGEND	
LI	LAND LOT
20P	20' PAVEMENT
10P	10' PAVEMENT
5P	5' PAVEMENT
3P	3' PAVEMENT
1P	1' PAVEMENT
10B	10' BERM
5B	5' BERM
3B	3' BERM
1B	1' BERM
10R	10' RIGHT OF WAY
5R	5' RIGHT OF WAY
3R	3' RIGHT OF WAY
1R	1' RIGHT OF WAY
10S	10' SHOULDER
5S	5' SHOULDER
3S	3' SHOULDER
1S	1' SHOULDER
10V	10' VERTICAL CURVE
5V	5' VERTICAL CURVE
3V	3' VERTICAL CURVE
1V	1' VERTICAL CURVE
10W	10' WIDE
5W	5' WIDE
3W	3' WIDE
1W	1' WIDE
10H	10' HIGH
5H	5' HIGH
3H	3' HIGH
1H	1' HIGH
10L	10' LONG
5L	5' LONG
3L	3' LONG
1L	1' LONG
10T	10' THICK
5T	5' THICK
3T	3' THICK
1T	1' THICK

Exhibit "B"

# **EXHIBIT C**

- 1) Choi Diand Suk d/b/a Sam's Package



**SPALDING COUNTY BOARD OF COMMISSIONERS**  
**Geraro Grocery 1245 N Hill St**

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**Requesting Agency**

County Manager

---

**Requested Action**

Consider request for payment from Geraco Grocery 1245 N Hill St for lost income due to construction of roundabout and bridge on North Hill Street.

---

**Requirement for Board Action**

---

**Is this Item Goal Related?**

No

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**Summary and Background**

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**Fiscal Impact / Funding Source**

Mr.Ali is requesting payment of approximately \$5000.00 per month for the time the store is closed due to construction. Any payments approved would com from 2008 SPLOST proceeds.

---

**STAFF RECOMMENDATION**

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Request	5/11/2017	Backup Material



TO: Spalding County and City of Griffin  
FROM: Karim Ali  
RE: Temporary Closing of Geraro Grocery 1245 N. Hill Street Griffin GA  
DATE: May 4, 2017


To Whom It May Concern:

I have been informed by Mr. Steve Manley that I will have to close my store during the time that the bridge and the road are under construction. I was initially told that I could keep my business open but now I have been asked to give you the estimate as to how much it will cost me to close the business. I have not been informed as to how long the business will have to be closed so I have tried to determine how much it will cost on a monthly basis. I am including all of my monthly bills that I will still have to pay even though my business is closed and how much income for myself that will be lost. I also would like for the City of Griffin to waive my utility bills because I still have to keep the power on while the business is closed. I have attached a copy of my tax return from 2016 to show how much I make from this business and copies of my sales tax reports for the first four months of this year. The total that I am asking for per month is as follows:

Lost income	\$4,380.83 (\$52,270.00/12)
Rent on Building	960.00
Telephone	40.00
Internet	35.00
Security System	24.00
Total Per Month	\$5,439.83

I also need to know when do I have to close my store. I do not want to buy any perishable items that I cannot sell before I have to close.

Please let me know if you need any more information.

  
\_\_\_\_\_  
Karim Ali, Owner





**SPALDING COUNTY BOARD OF COMMISSIONERS**  
**Ordinance: Animal Control/Dangerous Dog**

---

**Requesting Agency**

County Manager

---

**Requested Action**

Consider approval on first reading an amendment to the Spalding County Code Of Ordinances, Part VII - Animals Sections 12-1001 - 12-1020 to bring ordinance into compliance with state law with regard to dangerous dogs.

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**Requirement for Board Action**

---

**Is this Item Goal Related?**

---

**Summary and Background**

---

**Fiscal Impact / Funding Source**

---

**STAFF RECOMMENDATION**

Approval

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Revised Chapter 12	5/11/2017	Backup Material
<input type="checkbox"/> Ordinance - Animal Control Chapter 12	5/15/2017	Ordinance

## CHAPTER 1. - ANIMAL CONTROL<sup>[1](#)</sup>

Footnotes:

--- (1) ---

**Editor's note**— An ordinance adopted March 16, 1982, did not specifically amend this Code; hence its inclusion as §§ 12-1001—12-1020 was at the discretion of the editor. The chapter was repealed and new §§ 12-1001—12-1017 added by § 1 of Ord. No. 91-1, adopted May 7, 1991, effective July 1, 1991.

**Cross reference**— County health department rules pertaining to animals, App. III, §§ 301, 303.

### Sec. 12-1001. - Purpose.

In order to protect the health and safety of persons and animals in Spalding County, to improve and make more safe motor vehicle and pedestrian traffic, to control the incidence and spread of rabies, to prohibit abandonment and other forms of cruelty to animals, to promote the general welfare of the citizens of this county by providing specific regulations concerning the care and treatment of animals and providing for violations of those regulations, and to invest the authority to enforce those regulations, the board of commissioners of Spalding County, Georgia, hereby adopt this chapter, to be known and cited as the "Spalding County Animal Control Ordinance".

(Ord. No. 91-01, § 1, 5-7-91)

### Sec. 12-1002. - Definitions.

- (a) *Animal establishment*: Any business wherein any person engages in the business of boarding, breeding, letting for hire, training for a fee, trading, exchanging, giving away or selling animals.
- (b) *Abandoned animal or stray*: Any domesticated animal shall be considered abandoned, for the purposes of this chapter, which has been placed upon public property or within a public building unattended and uncared for, or upon or within the private property of another without the express permission of the owner, custodian or tenant of the private property and is unattended or uncared for. Any domesticated animal shall also be considered abandoned, for the purposes of this chapter, which has been upon or within the property of the owner or custodian of this animal for a period of time in excess of thirty-six (36) continuous hours unattended and without proper food and water and shelter.  
  
Any domesticated animal shall also be considered as abandoned if the animal's owner has been incapacitated, incarcerated by lawful authorities or for any reason is unable or unwilling to care for the animal. The determination of the owner's status shall be in the sole discretion of the animal control director.
- (c) *Abused animal*: Any animal which (1) is mistreated, beaten, tormented; or (2) is deprived of water, food, or shelter; or (3) is kept under unsanitary conditions; or (4) is abandoned. This subsection is not intended to require shelter for livestock as that term is defined in this Code section.
- (d) *Adequate food and water*: means food and water which is sufficient in an amount and appropriate for the particular type of animal to prevent starvation, dehydration, or a significant risk to the animal's health from a lack of food or water.
- (e) *Animal*: Animal shall be defined as follows:

- (1) *Domesticated animals*: Animals that are accustomed to living in or about the habitation of humans, including but not limited to cows, dogs, cats, fowl, horses, swine, goats, rabbits, domesticated wild animals, and/or exotic animals. This definition only applies to those animals mentioned herein and is only applicable to this chapter, and in no way affects the meaning or application of a definition of the described animal, as may be found in any other ordinances or laws.
  - (2) *Wild and exotic animals*: Include any monkey, nonhuman primate, raccoon, skunk, wolf, squirrel, fox, leopard, panther, tiger, lion, lynx, ferret, bear, wild rabbit, tarantula, wild rodent, and reptiles, including but not limited to crocodiles, alligators, snakes, caiman, and gavials, and any other animal so designated by the animal control director.
- (f) *Animal at large*: An animal not under restraint.
- (g) *Animal control board*: The county manager, or his designee, shall serve as the animal control board for the purposes herein provided.
- (h) *Animal control department*: The Spalding County Animal Control Department.
- (i) *Animal control officer*: Any person so designated by the animal control director to perform the duties prescribed by this chapter.
- (j) *Animal shelter*: The facility designed and operated for the purpose of impoundment and care of animals held under authority of this chapter, the Spalding County Health Department, or Georgia law.
- (k) *Animal under restraint*: Any animal which is restrained in compliance with section 12-1005 herein.
- (l) *Authority means any animal control board or local board of health, as determined by the Board of Commissioners of this city.*
- (m) *Care (adequate/humane) means attention to the needs of an animal, including but not limited to, the provision of adequate water, food, shelter, bedding, sanitary conditions, ventilation, heating/cooling (temperature control), space, exercise and veterinary medical attention necessary to maintain the health of the animal with regard to the specific age, size, species, and breed of animal.*
- (n) *Classified dog: any dog that has been classified as either a dangerous dog or a vicious dog pursuant to this article.*
- (1) No dog shall be classified as a **dangerous dog or vicious dog** for actions that occur while the dog is being used by a law enforcement or military officer to carry out the law enforcement or military officer's official duties. No dog shall be classified as a **dangerous dog or a vicious dog** if the person injured by such dog was a person who, at the time, was committing a trespass, was abusing the dog, or was committing or attempting to commit an offense under Chapter 5 of Title 16.
- (o) *Cruelty*: Any and every act, omission or neglect whereby unjustifiable pain, suffering, maiming, or death may be caused or permitted to any animal as defined in this section.
- ~~(l) *Dangerous animal*: Any animal that, according to the records of the Spalding County Animal Control Department or the Spalding County Health Department:~~
- ~~(1) Has without provocation inflicted severe injury on a human being on public or private property; or~~
- ~~(2) Aggressively bites, attacks, or endangers the safety of humans without provocation after the animal has been classified as a dangerous animal after the owner has been notified of such classification.~~
- ~~(3) Provided, however, that an animal that inflicts injury upon a person when the animal is being used by a law enforcement officer to carry out the law enforcement officer's official duties shall not be a dangerous animal within the meaning of this chapter. Provided, further, that an animal shall not be a dangerous animal within the meaning of this chapter if the injury inflicted by the animal was sustained by a person who, at the time, was committing a willful trespass or other tort or was tormenting, abusing, or assaulting the animal or had in the past been observed or reported to~~

~~have tormented, abused, or assaulted the animal or was committing or attempting to commit a crime.~~

- (p) *Dangerous dog*: Any dog that: (a) causes a substantial puncture of a person's skin by teeth without causing serious injury (provided however that a nip, scratch, or abrasion shall not be sufficient to classify a dog as dangerous under this subparagraph); aggressively attacks in a manner that causes a person reasonably to believe that the dog posed an imminent threat of serious injury to such person or another person although no such injury occurs (provided however that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this subparagraph); or while of the owner's property kills a pet animal (provided that this subparagraph not apply where the death of such an animal is caused by a dog that is working or training as a hunting dog, working dog, or predator control dog).
- (q) *Director*: The animal control director, appointed by Spalding County.
- (r) *Food (adequate)* means sufficient quantity of non-contaminated and nutritionally adequate food, fed according to age, size, species and breed requirements, or as directed by a veterinarian, which is sufficient to prevent starvation, malnutrition or risk to the animal's health. Garbage or spoiled/rancid food is not considered adequate food.
- (s) *Fowl*: Any warm-blooded, feathered, flying or nonflying animal.
- (t) *Guard dog*: Any dog which has been trained to attack persons independently or upon oral commands and any dog which, while not so trained, is reasonably expected to perform as a guardian of its owner and/or the property upon and within which the dog is located.
- (u) *Highway*: The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.
- (v) *Humane manner*: Care of an animal to include but not limited to ventilation, sanitary shelter, wholesome fresh food, and access to fresh, clean, wholesome water at all times, consistent with the normal requirements and feeding habits of the animal's size, species, and breed.
- (w) *Kennel*: Any premises wherein any person engages in the business of boarding, breeding, letting for hire, training for a fee, or selling animals.
- (x) *Livestock*: Includes horses, cows, goats, pigs and any other animal which has hooves.
- (y) *Mail*: means to send by certified mail or statutory overnight delivery to the recipient's last known address.
- (z) *Owner*: Any natural person or any legal entity, including but not limited to a corporation, partnership, firm, or trust, who intentionally harbors or exercises custody, control, possession, or ownership of an animal. This includes, but is not limited to, providing food and/or shelter for a stray animal. ~~owning, possessing, harboring, keeping, or having custody or control of any domesticated animal, including dangerous animals. In the case of a minor, the term "owner" includes the parents or person in loco parentis with custody of the minor.~~
- (aa) *Peace officer*: A law enforcement officer.
- (bb) *Person*: Any person, corporation, partnership, firm, trust, club, or association.
- (cc) *Pet shop*: Any person engaged in the business of buying and selling two (2) or more species of live animals excluding livestock.
- (dd) *Proper enclosure*:
  - a. An enclosure for keeping any animal, including dangerous animals or vicious animals, as required by this chapter, while on the owner's property in a securely enclosed locked pen, fence, or structure suitable to prevent the animal from escaping. Any such enclosure shall also provide protection from the elements for the animal.
  - b. All animals ~~dogs~~ shall be provided with sanitary shelter from the elements.

- c. Said shelter shall be designed, constructed, and maintained to protect the animal from rain, snow, ice, excessive temperatures, and direct sunlight.
- d. Said shelter must allow the animal sufficient space to stand, turn around, lie down, and make all other normal body movements in a normal and comfortable position appropriate to the age, size, species, and health of the dog.
- e. For dogs up to thirty (30) pounds, pen size should be a minimum of thirty-six (36) square feet for the first dog and an additional eighteen (18) square feet for each additional dog of the same size or smaller sharing the same.  
  
For dogs up from thirty-one (31) to sixty (60) pounds, pen size should be a minimum of sixty-four (64) square feet for the first dog and an additional thirty-two (32) square feet for each additional dog of the same size or smaller sharing the same.  
  
For dogs from sixty-one (61) pounds and up, pen size should be a minimum of one hundred (100) square feet for the first dog and an additional fifty (50) square feet for each additional dog of the same size or smaller sharing the same.
- f. Pens shall be located fifty (50) feet from any dwelling other than the owner's or custodian's dwelling.
- g. The owner must remove and dispose of animal excrement and food waste and debris so as to minimize vermin infestation, contamination, odors, and disease hazards.
- h. All animals shall be provided with adequate care that must include constant access to fresh food, water, shelter, and veterinary care when necessary.

(ee) *Provoked attack*: any attack resulting when a domestic animal is placed in a situation such that an expected reaction would be to bite or attack.

(ff) *Public nuisance*: Any animal which:

- (1) Is found at large in violation of this chapter as set out herein;
- (2) Is found to be dangerous, as herein defined, and is not restrained or confined, as provided in this chapter;
- (3) Is found to be vicious, as herein defined, and is not restrained or confined, as provided in this chapter.
- (4) Produces, because of quantity, manner, or method in which the animals are domesticated or maintained, unsanitary conditions in the county;
- (5) Is inimical to the public health, welfare, or safety according to the rules and regulations promulgated by the Spalding County Board of Health, which rules and regulations are incorporated herein and made a part hereof as if fully set out in this chapter; is hereby declared to be a public nuisance; and any person who knowingly keeps, owns, harbors, or acts as custodian of any animal constituting this nuisance shall be guilty of an unlawful act and shall be punishable as hereinafter provided.

(gg) *Serious injury*: Any physical injury that creates a substantial risk of death; results in death, broken or dislocated bones, lacerations requiring multiple sutures, or disfiguring avulsions; requires plastic surgery or admission to a hospital; or results in protracted impairment of health, including transmission of an infection or contagious disease, or impairment of the function of any bodily organ.

(hh) *Street*: The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel. Includes roads.

(ii) *Tethering*: attaching any animal to a chain, rope, lead, tie out, or wire restraining the animal, which is attached to an animal or an animal's collar or harness and is also attached to a stationary object.

(jj) *Veterinary clinic or hospital*: A clinic or hospital operated by a licensed veterinarian.

(kk) *Vicious dog*: A dog that inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack. ~~No dog shall be classified as a dangerous or vicious dog for actions that occur while the dog is being used by a law enforcement or military officer to carry out the law enforcement or military officer's official duties. No dog shall be classified as a dangerous dog or vicious dog if the person injured by such a dog was a person who, at the time, was committing a trespass, was abusing the dog, or was committing or attempting to commit an offense under O.C.G.A. Chapter 5 of Title 16.~~

(Ord. No. 2012-11(a), 11-5-12)

**Editor's note**— Ord. No. 2012-11(a), adopted Nov. 5, 2012, repealed former § 12-1002 and enacted a new section as set out herein. The former section pertained to similar subject matter and derived from Ord. No. 91-01, § 1, 5-7-91; Ord. No. 93-05, § 1, 7-6-93; Ord. No. 96-12, § 1, 11-5-96; Ord. No. 97-02, §§ 1—4, 5-20-97; Ord. No. 97-09, § 1, 8-19-97; Ord. No. 97-13, § 1, 11-4-97; Ord. No. 2002-11, § 1, 9-16-02; Ord. No. 2012-03(a), 1-23-12; Ord. No. 2012-03(d), 1-23-12; Ord. No. 2012-03(c), 1-23-12.

Sec. 12-1003. - Animal control department.

- (a) The animal control department shall be under the direction of the animal control director. Such director shall be appointed by the county manager and shall have the authority, with approval of the county manager, to select and hire deputies, or animal control officers. The animal control director and his deputies shall be charged with the responsibility of enforcing the animal control ordinances of the county and the operation of the animal shelter.
- (b)
  - (1) The primary responsibility for the enforcement of this chapter shall be vested in the animal control director, who may call upon the Spalding County sheriff's department from time to time to assist him in the enforcement of this chapter. The director may also be designated by the Spalding County board of health as the official rabies control officer for the county. The animal control director, or designee, shall serve as the dog control officer of the county as provided by Georgia law in O.C.G.A. § 4-8-22. The director may, in the exercise of this authority, delegate enforcement responsibilities of his chapter to such deputies as he may select, as provided herein. The director and his deputies and the Sheriff of Spalding County and his deputies shall be authorized to issue citations for violations of this chapter.
  - (2) Upon information made known to or complaint lodged with the director or his deputies that any owner, possessor, or custodian of any dog or other animal is in violation of this chapter, the director or his deputies shall investigate such information or complaint.
- (c) It shall be a violation of this chapter for any person to interfere with any animal control officer or any law enforcement officer engaged in the enforcement of this chapter, to take or attempt to take any animal from any vehicle used to transport said animal, or to take or attempt to take any animal from the animal control impoundment area or areas.
- (d)
  - (1) In the performance of his duties pursuant to the provisions of this chapter, any animal control officer or any law enforcement officer assisting in the enforcement of this chapter may use such force as is necessary to defend himself from attack by any animal. Provided, however, that all efforts shall be made to take up an animal without undue harm, injury, or danger to the animal and the officer, and to other persons and property.
  - (2) In the performance of his duties pursuant to the provisions of this chapter, any animal control officer or any law enforcement officer assisting in the enforcement of this chapter shall be authorized to enter upon private property:
    - a. With the permission of the owner, possessor, or custodian or tenant of said property for the purposes of investigating complaints of violations; or



- b. Without the permission of the owner, possessor, or custodian or tenant of said property for the purpose of taking up an animal for impoundment, and for the purpose of enforcing this chapter where a violation is known to exist.
- (e) It shall be the duty of the director to keep and maintain, or to cause to be kept and maintained, accurate records of citizen complaints and the licensing, impoundment, and disposition of all animals coming into his or her custody for a period as required by records management regulations of the county or the state.

(Ord. No. 91-01, § 1, 5-7-91; Ord. No. 97-02, §§ 5, 6, 5-20-97)

Sec. 12-1004. - Vaccination.

- (a) No person shall own, keep, maintain, or harbor, or permit to be kept or harbored, any dog or cat within the unincorporated areas of Spalding County unless such dog or cat is vaccinated as herein provided.
- (b) (1) All dogs and cats over three (3) months of age within the unincorporated areas of Spalding County shall be vaccinated against rabies. Said vaccination shall be administered by a veterinarian licensed to practice veterinary medicine in the State of Georgia. Said vaccination shall be required prior to April 1. Dogs or cats less than three (3) months of age shall be confined to their owner's premises and shall not be allowed to run at large.
  - (2) Dogs or cats entering Spalding County from outside the county only for the purpose of performing or for temporary stay not exceeding fourteen (14) days and kept under direct control of their owners or handlers shall be exempt from the license and vaccination requirements of this article.
  - (3) Except as provided hereinabove, it shall be the duty of all persons owning or having possession or custody of a dog or cat brought into Spalding County from without the county to have the dog or cat vaccinated and to obtain the rabies tag and the rabies certificate required by this chapter within a period of fourteen (14) days from the date of such entry.
- (c) It shall be the duty of each dog or cat owner, possessor, or custodian to provide a collar of leather or nylon for the dog or cat to which the rabies license tag shall be attached. The collar, together with the tag, shall be worn by the dog or cat at all times. **Every dog found roaming or running free shall be impounded. If an animal is impounded and it is found not to be vaccinated, the owner may be cited for violation of this section.** Failure to comply with this section shall be unlawful and shall be punished as hereinafter provided.

(Ord. No. 91-01, § 1, 5-7-91; Ord. No. 97-02, § 7, 5-20-97)

Sec. 12-1005. – **Keeping of dogs and cats; restraint; nuisances; and sanitation.** ~~Restraint.~~

- (a) It shall be unlawful for any owner or possessor of any dog or cat to fail to keep the animal under restraint or control as provided for in this section.
- (b) An animal is considered not under restraint or control when it is running at large, whether wearing a collar and tag or not. Reasonable care and precautions shall be taken to prevent the animal from leaving the real property limits of its owner, possessor, or custodian. **Acceptable methods of restraint for dogs, other than those classified as dangerous or vicious dogs, include:**
    - (1) It is securely and humanely enclosed within a house, building, fence, pen or other enclosure out of which it cannot climb, dig, jump, or otherwise escape on its own volition, at any time the animal is left unattended;
    - (2) It is securely and humanely restrained by an invisible containment system. If using an invisible containment system, a sign must be posted on the property indicating that the system is in place;
    - (3) It is on a leash and under the control of a competent person; or

- (4) It is securely and humanely attached to a **cable line or trolley/runner system**:
- a. ~~Any tethering device must be a running~~ **A cable line or trolley system must be attached to a stationary object that cannot be moved by the animal. The cable or trolley system must be** at least ten (10) feet in length, and shall not allow the animal to come within five (5) feet of the edge of the property line of the property upon which such animal is tethered;
  - b. Tethers **attaching to the animal to the cable line or trolley system** must be made of a substance which cannot be chewed by the animal and shall not weigh more than five (5) percent of the body weight of the animal;
  - c. The tether **attaching to the animal to the cable line or trolley system** must have a swivel installed at each end ~~be attached to a stationary object that cannot be moved by the animal;~~
  - d. The tether must be at least ten (10) feet in length and mounted **to the cable line or trolley system** no more than seven (7) feet above the ground level;
  - e. The length of the tether from the running cable line or trolley system to the animal's collar should allow access to the maximum available exercise area and allow the animal free access to **adequate** food, water, and shelter **at all times**;
  - f. The animal must be attached to the tether by a properly fitted harness or collar with enough room between the collar and the animal's throat through which two (2) fingers may fit. Choke collars and pinch collars are prohibited for the purpose of tethering an animal **to a cable line or trolley system**;
  - g. The trolley/runner system must be a sufficient distance from any other objects or animals to prohibit the tangling of the cable, to prohibit the cable from extending over an object or an edge that could result in injury or strangulation of the animal and be of sufficient distance from any fence so as to prohibit the animal from having access to the fence.
- (c) Except for temporary tethering during special events/occurrences, it shall be unlawful to tether a dog outdoors **using a rope, wire, or chain attached to a stationary object.**
- (d) It shall be the duty of any person having possession, custody or control of any dog, restrained or unrestrained, to immediately remove excrement deposited by the animal on any public right-of-way (street, sidewalk, or parkway between the street and sidewalk), on any public property, such as a municipal park, and from private property not belonging to the dog's owner or keeper. Such person shall have in their possession, while controlling their dog, a device or equipment for pick up and removal of the animal excrement and its proper disposal in a sanitary manner. Failure to pick up and remove animal excrement deposited off the owner or keeper's private property shall constitute a violation of this section which, upon conviction, shall be punished by a fine not to exceed \$100.00 for each violation.
- (e) **Any outside enclosure used for the keeping of dogs shall be well-drained, free from accumulation of animal excrement and objectionable odors, and otherwise maintained in a clean and sanitary condition at all times. All dogs which are housed and enclosed within the enclosure shall be provided a source of potable water and adequate food at all times. The enclosure shall be constructed in such as manner as to afford suitable shelter for the dog from the elements during inclement weather; enclosures shall be designed and constructed to afford the dog(s) ample room to exercise, depending upon the breed and size.**
- (1) **Every enclosure for the keeping of less than five dogs, 90 days old or more, shall be located no closer than 20 feet from a property boundary or 100 feet from any dwelling unit on adjoining property, whichever is greater, unless the adjoining property owner gives written consent to a variance from this standard.**
  - (2) **Any enclosure for the noncommercial keeping of five or more dogs, 90 days old or more, on a property zoned or occupied for residential purposes shall be located not less than 100 feet from the nearest property boundary; there shall be no variance granted from this standard.**

- (3) Noncommercial enclosures for the keeping of five or more dogs may only be permitted in residential zones by special use permit, in accordance with the zoning ordinance.
- (4) Puppies and dogs less than 90 days old shall be confined to the owner's premises and not allowed to run at large, except when accompanied by the owner or person of responsible age.
- (f) It shall be the duty of the owner, keeper, or harbinger of any dog or cat within the county to keep it from becoming a nuisance, from endangering or injuring any persons or property, or from creating a disturbance to the peace, tranquility and enjoyment of neighboring property owners. For purposes of this section, a "barking dog" shall mean a dog that barks, bays, cries, howls or makes other objectionable noise continuously and/or incessantly for a period of 15 minutes or longer at any time of day or night, while situated outside of the principal residence of its owner or keeper, if such noise may be discernable by a person of reasonable hearing at a distance of 50 feet beyond the boundary of the property where the animal is kept or confined; provided, however, a dog shall not be deemed a "barking dog" if the barking is designed to warn its owner or keeper that a person has entered or is threatening to enter onto the owner or keeper's private property (whether such entry is authorized or not), if a person has provoked or teased the dog, or if a similar legitimate cause exists to cause the dog to bark. Any violation of this section may be brought before the municipal court, upon citation to the lawful owner, keeper or harbinger of the offending animal, and upon conviction punished by a fine upon the owner, keeper or harbinger thereof.

~~Tether meaning any chain, rope, leash, tie out, or wire designed to restrain an animal which is attached to an animal or an animal's collar or harness and is also attached to a stationary object.~~

- ~~(d) The following precautions shall be taken by the owners, possessors, or custodians of potentially dangerous or dangerous animals classified animals:~~
  - ~~(1) Except when being transported in, and securely confined within, a vehicle, no dangerous dog (or other animal) or a potentially dangerous dog or other animal shall be permitted outside a proper enclosure except:~~
    - ~~a. Any dog classified as a dangerous dog, when permitted outside a proper enclosure shall:~~
      - ~~1. Be attended by its owner;~~
      - ~~2. Be restrained by a secure collar and leash (not to exceed six (6) feet in length), with both collar and leash of sufficient strength to prevent escape; and~~
      - ~~3. Be muzzled by a means sufficient to prevent biting other persons or domestic animals. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting any person.~~
    - ~~a. Any dog classified as a potentially dangerous dog, when permitted outside a proper enclosure, shall:~~
      - ~~1. Be attended by its owner; and~~
      - ~~2. Be restrained by a secure collar and leash as provided herein above.~~
  - ~~(2) Failure to keep any animal under restraint or control as provided for herein shall be unlawful and shall be punishable as hereinafter provided by this Code of Ordinances.~~

(Ord. No. 2012-03(b), 1-23-12)

Sec. 12-1006. - Maximum number of dogs and cats allowed without a kennel license.

- (a) Other than any state or county certified rescue group or organization, commercial licensed kennels, pet shops, veterinary clinics or hospitals, no person shall keep, harbor, or knowingly permit to remain on or about his premises or under his or her control more than four (4) dogs or cats or more than a combination of four (4) dogs and cats. Provided, however, that with a breeding permit issued by the

county animal control unit, a person may exceed this limit for not more than six (6) months after the birth of a litter of puppies or kittens.

- (b) This code section shall apply only to tracts of real property that are two (2) acres or less in size.
- (c) This code section applies only to dogs or cats kept outside a residence.

(Ord. No. 2014-09, 12-1-14)

**Editor's note**— Ord. No. 2014-09, adopted Dec. 1, 2014, repealed the former § 12-1006 and enacted a new section as set out herein. The former section pertained to similar subject matter and derived from Ord. No. 2014-02, § 1, 4-21-14.

Sec. 12-1007. - Unaltered animal permit.

- (a) Animal owners who wish to maintain an intact animal must apply for an unaltered animal permit with Spalding County, Georgia. Spalding County Animal Control will issue a permit if the owner complies with the requirements set forth in this article and pays the permit fee established by the Board of Commissioners. A certificate will be issued identifying the animal as a permitted unaltered animal and must be made available for inspection at all times.
- (b) Owners who apply for an unaltered animal permit must provide proof of rabies vaccination of the animal prior to issuance of the permit. An unaltered animal permit is valid for the same term as the rabies vaccination.
- (c) An unaltered animal tag will be provided to the owner of every unaltered animal. The owner of the unaltered animal is required to ensure that the unaltered animal tag is securely fastened to the animal's collar or harness at all times.
- (d) The cost of an animal permit shall be fixed by the Board of Commissioners.
- ~~(e) The within ordinance shall become effective on March 1, 2016.~~

(Ord. No. 2015-08, 12-7-15)

Secs. 12-1008—12-1009. - Reserved.

**Editor's note**— Ord. No. 2012-03(b), adopted Jan. 23, 2012, repealed former §§ 12-1005—12-1009, and enacted a new § 12-1005 as set out herein. The former sections pertained to similar subject matter and derived from Ord. No. 91-01, § 1, 5-7-91; Ord. No. 93-5, § 1, 7-6-93; Ord. No. 97-03, 6-3-97; Ord. No. 2002-02, § 1, 3-18-02.

Sec. 12-1010. - Animals in heat; restraint required.

It shall be a violation of this chapter for any owner, possessor, or custodian whose animal is in heat to permit or allow such animal to go upon or have access to the streets, roads, or public places of Spalding County, or allow such animal to run on the premises of another without permission and except to intentional breeding purposes, or allow such animal outside a proper enclosure.

The owner, possessor, or custodian of any animal whose animal is in heat shall confine such animal in a proper enclosure during the time such dog is in heat, regardless of location within the county.

(Ord. No. 91-01, § 1, 5-7-91)

Sec. 12-1011. – Dangerous **or vicious** dogs.

(a) *Dog control officer:* The animal control director shall designate, with the approval of the board of commissioners, one (1) of his deputies as the dog control officer of the county. Upon receiving a report of a dangerous dog or **vicious dog** within the unincorporated areas of Spalding County from a law enforcement agency, animal control agency, rabies control officer, or county board of health, the dog control officer shall make such investigations and inquiries with regard to such report as may be necessary to carry out the provisions of this chapter.

(b) *Classifying dangerous dogs **or vicious dogs**:*

- (1) **Upon receiving a report of a dog believed to be subject to classification as a dangerous dog or vicious dog within a dog control officer's jurisdiction, the dog control officer shall make such investigations as necessary to determine whether such dog is subject to classification as a dangerous dog or vicious dog.**

~~When a dog control officer classifies a dog as a dangerous dog, the dog control officer shall notify the dog's owner in writing by certified mail to the owner's last known address of such classification or reclassification. Such notice shall be complete upon its mailing.~~

- (2) *Notice:* **When the dog control officer determines that a dog is subject to classification as a dangerous dog or vicious dog** is classified as such, the dog control officer shall notify the dog's owner of such classification. The notice to the owner shall meet the following requirements:
  - a. The notice shall be in writing and mailed by certified mail to the owner's last known address within seventy-two (72) hours of the determination.
  - b. The notice shall include a summary of the dog control officer's findings that formed the basis for the dog's classification as a dangerous dog **or vicious dog**.
  - c. The notice shall be dated and shall state that the owner, within fifteen (15) days after the date shown on the notice, has a right to request a hearing on the dog control officer's determination that the dog is a dangerous dog **or vicious dog**.
  - d. The notice shall state that the hearing, if requested, shall be before the Spalding County Animal Control Board.
  - e. The notice shall state that if a hearing is not requested, the dog control officer's determination that the dog is a dangerous dog **or vicious dog** will become effective for all purposes under the law on a date specified in the notice, which shall be after the last day on which the owner has a right to request a hearing.
  - f. The notice shall include a form to request a hearing before the animal control board and shall provide specific instructions on mailing or delivering such request to the animal control board.

(3) *Hearing:*

- a. When the animal control board receives a request for a hearing as provided hereinabove, it shall schedule such hearing within thirty (30) days after receiving the request. The animal control board shall notify the dog owner in writing by certified mail of the date, time, and place of the hearing; and such notice shall be mailed to the dog owner at least ten (10) days prior to the date of the hearing. At the hearing, the owner of the dog shall be given the opportunity to testify and present evidence; and in addition thereto, the animal control board shall receive such other evidence and hear such other testimony as it may find reasonably necessary to make a determination either to sustain, modify, or overrule the dog control officer's classification of the dog.
- b. Within ten (10) days after the date of the hearing, the animal control board shall notify the dog owner in writing by certified mail of its determination on the matter. If such determination is that the dog is a dangerous dog **or vicious dog**, the notice shall specify the date upon

which that determination is effective If the determination is that the dog is to be euthanized pursuant to this chapter and O.C.G.A. § 4-8-26, the notice shall specify the date by which the euthanasia shall occur.

- (4) If an owner cannot be located within ten days of a dog control officer's determination that a dog is subject to classification as a dangerous dog or vicious dog, such dog may be released to an animal shelter or humanely euthanized, as determined by the dog control officer.
  - (5) Judicial review of the authority's final decision may be had in accordance with O.C.G.A § 15-9-30.9
- (c) *Registration of dangerous dogs or vicious dogs:*
- (1) It is unlawful and a violation of this chapter for an owner to have or possess within the unincorporated areas of Spalding County a dangerous dog or vicious dog without a certificate of registration ~~issued by the dog control officer.~~ issued in accordance with the provisions of this Code section. Certificates of registration shall be nontransferable and shall only be issued to a person 18 years of age or older. No more than one certificate of registration shall be issued per domicile.
  - (2) A certificate of registration for a dangerous dog shall be issued if the dog control officer determines that the following requirements have been met:
    - a. The owner has maintained an enclosure designed to securely confine the dangerous dog on the owner's property, indoors, or in a securely locked and enclosed pen, fence, or structure suitable to prevent the dangerous dog from leaving such property; and
    - b. Clearly visible warning signs have been posted at all entrances to the premises where the dog resides.
  - (3) A certificate of registration for a vicious dog shall be issued if the dog control officer determines that the following requirements have been met:
    - a. The owner has maintained an enclosure designed to securely confine the vicious dog on the owner's property, indoors, or in a securely locked and enclosed pen, fence, or structure suitable to prevent the vicious dog from leaving such property;
    - b. Clearly visible warning signs have been posted at all entrances to the premises where the dog resides;
    - c. A microchip containing an identification number and capable of being scanned has been injected under the skin between the shoulder blades of the dog; and
    - d. The owner maintains and can provide proof of general or specific liability insurance in the amount of at least \$50,000.00 issued by an insurer authorized to transact business in this state insuring the owner of the vicious dog against liability for any bodily injury or property damage caused by the dog.
  - (4) The posting of the premises where the dangerous dog or vicious dog is located with a clearly visible sign warning that there is a dangerous dog or vicious dog on the property. Said sign shall be maintained continuously at all entrances to the premises.
    - a. The dangerous dog or vicious dog warning sign shall conform to design provided by the Georgia Department of Natural Resources, and shall be furnished by the county to the owner or possessor of a dangerous dog or vicious dog, with the initial cost of such sign to be included in the registration fee as required herein.
    - b. Should the original dangerous dog or vicious dog warning sign issued to the owner or possessor of a dangerous dog or vicious dog be lost, stolen, destroyed, or damaged, said owner or possessor shall report same immediately to the dog control officer and shall secure a replacement sign from the animal control department. The owner or possessor shall be required to pay the then-current full cost for such replacement sign.



- (d) Exceptions: No animal shall be classified as a dangerous animal or vicious animal for actions that occur while the animal is being used by a law enforcement or military officer to carry out the law enforcement or military officer's official duties. No animal shall be classified as a dangerous animal or vicious animal if the person injured by such animal was a person who, at the time, was committing a trespass, was abusing the animal, or was committing or attempting to commit an offense under O.C.G.A Chapter 5 of Title 16.

~~(c) Registration of dangerous dogs:~~

- ~~(1) It is unlawful and a violation of this chapter for an owner to have or possess within the unincorporated areas of Spalding County a dangerous dog without a certificate of registration issued by the dog control officer.~~
- ~~(2) Unless doing so would violate another provision of this chapter, the dog control officer shall issue a non-transferrable certificate of registration to the owner of a dangerous dog if the owner presents to the dog control officer or the dog control officer otherwise finds sufficient evidence of:~~
- ~~a. A proper enclosure designed to confine securely the dangerous dog on the owner's property, indoors, in a securely locked and enclosed pen, fence or structure to prevent the dog from leaving the property.~~
- ~~b. 1. The posting of the premises where the dangerous dog is located with a clearly visible sign warning that there is a dangerous dog on the property. Said sign shall be maintained continuously on the premises.~~
- ~~2. The dangerous dog warning sign shall conform to design provided by the Georgia Department of Natural Resources, and shall be furnished by the county to the owner or possessor of a dangerous dog, with the initial cost of such sign to be included in the registration fee as required herein.~~
- ~~3. Should the original dangerous dog warning sign issued to the owner or possessor of a dangerous dog be lost, stolen, destroyed, or damaged, said owner or possessor shall report same immediately to the dog control officer and shall secure a replacement sign from the animal control department. The owner or possessor shall be required to pay the then-current full cost for such replacement sign.~~
- ~~c. A microchip containing an identification number and capable of being scanned has been injected under the skin between the shoulder blades of the dog.~~
- ~~d. A policy of insurance in the amount of at least fifty thousand dollars (\$50,000.00) issued by an insurer authorized to transact business in the State of Georgia insuring the owner of the dangerous dog against liability for any personal injuries inflicted by the dangerous dog; or~~
- ~~e. A surety bond in the amount of fifty thousand dollars (\$50,000.00) or more issued by a surety company authorized to transact business in the State of Georgia payable to any person or persons injured by the dangerous dog.~~

(d) Additional requirements:

- (1) A certificate of registration for a dangerous dog or vicious dog may only be issued to an individual eighteen (18) years of age or older.
- (2) The owner of a dangerous dog or vicious dog shall notify the dog control officer within twenty-four (24) hours if the dog is on the loose, is unconfined, has attacked a human or has died.
- (3) The owner of a dangerous dog or vicious dog shall notify the dog control officer if the owner is moving from the unincorporated areas of Spalding County. The owner of a dangerous dog or vicious dog who is a new resident of the unincorporated areas of Spalding County shall register the dog as required herein within thirty (30) calendar days after becoming a resident. The owner of a dangerous dog or vicious dog moves from one address to another within the unincorporated areas of Spalding County shall notify the dog control officer of the new address within ten (10) calendar days after moving to the new address.

- (4) Issuance of a certificate of registration or the renewal of a certificate of registration by the dog control officer does not warrant or guarantee that the requirements for obtaining a certificate of registration, as specified hereinabove, are maintained by the owner of a dangerous dog **or vicious dog** on a continuous basis following the date of the issuance of the initial certificate of registration or following the date of any annual renewal of such certificate.
  - (5) The dog control officer is authorized to make whatever inquiry is deemed necessary to ensure compliance with the provisions of this article.
  - (6) Only one (1) certificate of registration for a dangerous dog **or vicious dog** is permitted per household.
  - (7) No person shall be the owner of more than one (1) vicious dog.
  - (8) **No certificate of registration shall be issued to any person who has been convicted of two or more violations of this article.**
  - (9) No certificate of registration for a vicious dog shall be issued to any person who has been convicted of the following crimes from the time of conviction until two (2) years after completion of his or her sentence, nor to any person residing with such person:
    - a. A serious violent felony as defined in O.C.G.A. § 17-10-6.1;
    - b. The felony of dogfighting as provided for in O.C.G.A. § 16-12-37, or the felony of aggravated cruelty to animals as provided for in O.C.G.A. § 16-13-4; or
    - c. A felony involving trafficking in cocaine, illegal drugs, marijuana, methamphetamine, or ecstasy as provided for in O.C.G.A. §§ 16-13-31 and 16-13-31.1.
  - (10) A vicious dog shall not be transferred, sold, or donated to any other person unless it is relinquished to a governmental facility or veterinarian to be euthanized.
  - (11) Under no circumstances shall an employee or official of Spalding County be held liable for any damages to any person who suffers an injury inflicted by a dog as a result of a failure to enforce the provisions of this chapter.
- (e) *Registration fee:*
- (1) In addition to regular licensing and tag fees, an annual fee as may from time to time be prescribed by the board of commissioners, payable at the time of registration and on or before April 1 of each succeeding year, shall be paid by the owner of a dangerous dog.
  - (2) Certificates of registration shall be renewed on an annual basis, not later than April 1 of each year. At the time of the annual renewal of a certificate of registration, the dog control officer shall require evidence from the owner or make such investigation as may be necessary to verify that the dog owner is continuing to comply with the provisions of this chapter. Failure to renew a certificate of registration within ten (10) days of the renewal date or initial classification date shall constitute a violation of this article.
- (f) *Confinement of dangerous dogs **or vicious dogs**:*
- (1) **It shall be unlawful for an owner of a dangerous dog to permit the dog to be off the owner's property unless:**
    - a. **The dog is restrained by a leash not to exceed six feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary; or**
    - b. **The dog is contained in a closed and locked cage or crate; or**
    - c. **The dog is working or training as a hunting dog, herding dog, or predator control dog.**
  - (2) **It shall be unlawful for an owner of a vicious dog to permit the dog to be:**

- a. Outside an enclosure designed to securely confine the vicious dog while on the owner's property or outside a securely locked and enclosed pen, fence, or structure suitable to prevent the vicious dog from leaving such property unless:
    - 1. The dog is muzzled and restrained by a leash not to exceed six feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary; or
    - 2. The dog is contained in a closed and locked cage or crate;
  - b. Unattended with minors.
- (3) A person who violates subsection (f)(2) of this Code section shall be guilty of a misdemeanor of high and aggravated nature.
- (4) An owner with a previous conviction for a violation of this section whose classified dog causes serious injury to a human being under circumstances constituting another violation of this article shall be guilty of a felony and upon conviction thereof shall be punished by imprisonment for not less than one nor more than ten years, a fine of not less than \$5,000.00 nor more than \$10,000.00, or both. In addition, the classified dog shall be euthanized at the cost of the owner.
- (5) Any irregularity in classification proceedings shall not be a defense to any prosecution under this article so long as the owner of the dog received actual notice of the classification and did not pursue a civil remedy for the correction of the irregularity.
- (6) This ordinance shall not apply to any state licensed facilities and/or personnel following state law regarding restraint and control.
- ~~(f) Confinement of dangerous dogs:~~
  - ~~(1) It is unlawful and a violation of this chapter for an owner of a dangerous dog to permit the dog to be outside of the owner's property unless:~~
    - ~~a. The dog is muzzled and restrained by a chain or leash not to exceed six (6) feet in length and is under the physical restraint of a responsible person capable of preventing the dog from engaging any other human or animal. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting any person;~~
    - ~~b. The dog is contained in a closed and locked cage or crate;~~
    - ~~c. The dog is working or training as a hunting dog, herding dog; or predator control dog.~~
  - ~~(2) It shall be unlawful for an owner of a vicious to permit the dog to be outside an enclosure designed to securely confine the vicious dog while on the owner's property, unless:~~
    - ~~a. The dog is muzzled and restrained by a chain or leash not to exceed six (6) feet in length and is under the physical restraint of a responsible person capable of preventing the dog from engaging any other human or animal. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting any person; or~~
    - ~~b. The dog is contained in a closed and locked cage or crate.~~
  - ~~(3) It shall be unlawful for an owner of a vicious dog to permit the dog to be unattended with minors.~~
- (g) *Confiscation of dangerous dogs or vicious dogs:*
  - (1) A dangerous dog **or vicious dog** shall be immediately confiscated by the dog control officer or by a law enforcement officer or by another person authorized by the dog control officer if the:
    - a. Owner of the dog does not secure the liability insurance or bond required herein;
    - b. Dog is not validly registered as required herein;

- c. Dog is not maintained in a proper enclosure;
  - d. Dog is outside a proper enclosure in violation of this section; ~~or~~
  - e. The officer believes that the dog poses a threat to public safety; **or**
  - f. **Dog control officer finds any other violation of this chapter.**
- (2) *Disposition of confiscated dogs:* Any dangerous dog **or vicious dog** that has been confiscated under the provisions of this section shall be returned to its owner upon the owner's compliance with the provisions of this section and upon the payment of reclaim and boarding fees as set out in this chapter. In the event the owner has not complied with the provisions of this section within twenty (20) days of the date the dog was confiscated, said dog shall be destroyed in an expeditious and humane manner.
- (3) A refusal to surrender a dog subject to confiscation shall be a violation of this chapter.
- (h) *Euthanasia:*
- (1) A Spalding County Superior Court Judge may order the euthanasia of a dog if the court finds, after notice and opportunity for hearing as provided under this chapter and O.C.G.A. § 4-8-23, **that the dog is a classified dog** and that the dog has seriously injured a human or presents a danger to humans not suitable for control under this chapter; and
    - a. The owner or custodian of the dog has been convicted of a violation of any state criminal law and the crime was related to such dog;
    - b. Any local governmental authority of Spalding County has filed with the court a civil action requesting the euthanasia of the dog.
  - (2) A dog that is found, after notice and opportunity for hearing as provided under this chapter and O.C.G.A. § 4-8-23, to have caused a serious injury to a human on more than one (1) occasion shall be euthanized; provided, however, that no injury occurring before July 1, 2012, shall count for purposes of this subsection.
- (i) *Civil liability:*
- (1) The owner or, if no owner can be found, the custodian exercising care and control over any dog, which while off the owner's or custodian's property causes injury, death, or damage directly or indirectly to any livestock, poultry, or pet animal shall be civilly liable to the owner of the livestock, poultry, or pet animal for the injury, death, or damage caused by the dog. The owner or, if no owner can be found, the custodian exercising care and control over any dog shall be liable for any damage caused by such dog to public or private property. The liability of the owner or custodian of the dog shall include consequential damages.
  - (2) This Code section is considered cumulative of other remedies provided by law. There is no intent to eliminate or limit other causes of action which might inure to the owner of any livestock, poultry or pet animal.
- (j) *Criminal liability:*
- (1) Except as otherwise specified in this chapter **or by Georgia law**, any person who violates any provision of this article shall be guilty of a misdemeanor.
  - (2) A person who violates subsections **(f)(2)(a) or (f)(2)(b)** ~~(f)(2) or (f)(3)~~ of this section shall be guilty of a misdemeanor of high and aggravated nature.
  - (3) An owner with a previous conviction for a violation of this chapter whose classified dog causes serious injury to a human being under circumstances constituting another violation of this article shall be guilty of a felony and upon conviction thereof shall be punished by imprisonment for not less than one (1) nor more than ten (10) years, a fine of not less than five thousand dollars (\$5,000.00) nor more than ten thousand dollars (\$10,000.00), or both. In addition, the classified dog shall be euthanized at the cost of the owner.

- (4) Any irregularity in classification proceedings shall not be a defense to any prosecution under this article so long as the owner of the dog received actual notice of the classification and did not pursue a civil remedy for the correction of the irregularity.

(Ord. No. 2012-11(b), 11-5-12) (O.C.G.A § 4-8-29)

**Editor's note**— Ord. No. 2012-11(b), adopted Nov. 5, 2012, repealed former § 12-1011 and enacted a new section as set out herein. The former section pertained to similar subject matter and derived from Ord. No. 91-01, § 1, 5-7-91.

Sec. 12-1012. - Cruelty to animals.

(a) *Cruelty*:

- (1) It shall be unlawful and a violation of this chapter for any person, either by commission or omission, to:
- a. Knowingly abandon, knowingly or willingly permit the abandonment of, or aid in the abandonment of any domesticated animal.
  - b. Willfully and maliciously kill, abuse, maim, or disfigure any animal.
  - c. Maliciously administer poison to any animal or expose any poisonous substance with intent that the same shall be taken and swallowed by any animal.
  - d. Overdrive, overload, overwork, torture, beat, mutilate, carry or confine in a vehicle in an inhumane manner, or otherwise mistreat, any animal.
  - e. Fail to provide any animal with proper and wholesome quantities and qualities of food and veterinary care.
  - f. Fail to provide any animal with access to good and wholesome fresh water.
  - g. Fail to provide any animal with access to shelter adequate to protect it from all types of weather twenty-four (24) hours daily.
  - h. Build, make, maintain, or keep a pit on premises owned by him or occupied by him, or allow a pit to be built, made, maintained, or kept on such premises for the purpose of an exhibition of animal fighting.
  - i. In any manner encourage, instigate, promote or assist in an exhibition of animal fighting.
  - j. Allow an animal to be kept in unsanitary conditions.
  - k. Keep or confine an animal in other than a humane manner or in any other manner inconsistent with Sec. 12-1005 of this Chapter.

(b) *Dogs*:

- (1) No person shall perform a cruel act of any dog, nor shall any person harm, maim or kill any dog, or attempt to do so, except that a person may:
- a. Defend his or her person or property, or the person or property of another, from injury or damage being caused by a dog; or
  - b. Kill any dog causing injury or damage to any livestock, poultry, or pet animal.

(c) *Injured animals*: The animal control director or his authorized representative shall have authority to humanely dispose of animals which are injured and lying in the public streets or public ways of Spalding County, or to seek proper veterinary care for such animals, whenever it shall appear that said animal is injured and is suffering great pain, and such animal does not bear a tag identifying the owner and no determination as to the owner of said animal can be made with reasonable inquiry or investigation.

If veterinary care is required and the animal's owner can be determined, said owner shall be responsible for all costs of such veterinary care.

(d)

(Ord. No. 2012-11(c), 11-5-12)

**Editor's note**— Ord. No. 2012-11(c), adopted Nov. 5, 2012, repealed former § 12-1012 and enacted a new section as set out herein. The former section pertained to similar subject matter and derived from Ord. No. 91-01, § 1, 5-7-91.

Sec. 12-1013. - Animals/fowl as prizes forbidden.

It shall be unlawful to offer as a prize or give away any live animal/fowl in any contest, raffle or lottery or as enticement for fund raising or for entry into any place of business.

(Ord. No. 91-01, § 1, 5-7-91)

Sec. 12-1014. - Animal establishments.

(a) *License required:*

- (1) No person shall operate an animal establishment without first obtaining a business license in compliance with the Spalding County Licensing and Regulation Ordinance, nor shall any person operate an animal establishment in a manner in violation of any provision of this chapter.
- (2) Licenses or permits shall be issued pursuant to provisions of the Licensing and Regulation Ordinance.
- (3) Every facility regulated by this section shall be considered a separate enterprise, requiring a separate license (e.g., two (2) kennels at different locations but owned by the same person shall be considered as two (2) animal establishments).
- (4) The animal control director shall be notified of all licenses for animal establishments issued by the licensing department.

(b) *Revocation of licenses:*

- (1) The animal control director may request or recommend to the licensing department the revocation of any permit or license if the person holding such permit or license refuses or fails to comply with this chapter, or any other law or regulation governing the protection and keeping of animals, including refusal to allow inspection of the animal establishment as provided herein.
- (2) Whenever a license or permit is revoked for cause, or pending any proceedings to contest such action, the animal control director shall have the power of entry to inspect all premises where the animals are being kept and shall notify the owner in writing as to the period of time that reasonably shall be allowed for removal of animals from such premises and shall state the specific reasons for revocation. In the event any such owner shall fail to remove such animals as directed, the animal control director may impound such animals pursuant to the impoundment provisions of this chapter.

(c) *Compliance with code:*

- (1) An animal establishment shall not sell, trade, or give away any dog or cat over three (3) months of age unless the dog or cat has been vaccinated as required by this chapter.



- (2) The animal control director shall be permitted to inspect any animal establishment and all animals and the premises where such animals are kept, at any reasonable time during normal business hours to ensure compliance with all provisions of this chapter.
- (d) *Standard for kennels:* All kennels shall, in addition to the other requirements of this chapter, comply with the minimum standards of this section. Failure to meet these standards shall be grounds for denial of a license or revocation of a license. Standards for kennels are as follows:
  - (1) Enclosures must be provided which shall allow adequate protection against weather extremes. Floors of buildings, indoor runs, and walls shall be of an impervious material to permit proper cleaning and disinfecting.
  - (2) Building temperature shall be maintained at a humane level. Adequate ventilation shall be maintained.
  - (3) Each animal shall have sufficient space to stand up, lie down, and turn around without touching the sides or top of cages. In shared kennels, a minimum space of four (4) feet by four (4) feet for each dog shall be required.
  - (4) Cages are to be of material and construction that permit cleaning and sanitizing.
  - (5) Indoor cage floors shall be of concrete.
  - (6) All animal quarters and runs are to be kept clean, dry, and in a sanitary condition.
  - (7) The food shall be free from contamination, and shall be wholesome, palatable, and of sufficient quantity and nutritive value to meet the normal daily requirements for the condition and size of the animal.
  - (8) All animals shall have fresh water available.
- (e) *Standards for pet shops:* All pet shops, including pet shops operated in conjunction with another holding facility, shall in addition to the other requirements of this chapter comply with the minimum standards of this section. Failure to meet these standards shall be ground for denial of a license or revocation of a license. Standards for pet shops are as follows:
  - (1) *Water:* There shall be available hot water of sufficient temperature for washing cages and disinfecting, and cold water easily accessible to all parts of the shop. Fresh water for consumption shall be available to all spaces of animals. Containers are to be cleaned and disinfected each day.
  - (2) *Room temperature:* The room temperature of the shop shall be maintained at a level that is reasonable for every species of animal kept in the shop.
  - (3) *Cages and enclosures:* All cages and enclosures shall be constructed of a nonporous material for easy cleaning and disinfecting. Each cage shall be of sufficient size that the animal will have room to stand, turn, and stretch out to such animal's full extended length.

(Ord. No. 91-01, § 1, 5-7-91)

Sec. 12-1015. - Impoundment.

- (a) *Animals subject to impoundment:* The following animals shall be subject to immediate impoundment and confinement by the animal control director, his designated representatives, or any law enforcement officer in Spalding County:
  - (1) Abandoned animals.
  - (2) Abused animals.
  - (3) Any animal which is a public nuisance as defined in this chapter.
  - (4) Any wild and exotic animal kept in violation of this chapter.

- (5) Dogs or cats less than three (3) months of age running at large.
- (6) Dogs or cats of any age which do not have tags evidencing rabies vaccinations, as required herein.
- (7) Animals running at large in any restraint district, as designated by the board of commissioners, or by this chapter.
- (8) Livestock running at large.
- (9) Female animals in heat running at large.
- (10) Guard dogs not kept in proper enclosure.
- (11) Dangerous dogs **or vicious dogs**, as classified by the dog control officer, running at large or otherwise in violation of provisions herein.
- (12) Potentially dangerous **or vicious dogs, which are under investigation by the dog control officer according to this chapter and awaiting classification as classified by**, running at large, or otherwise in violation of provisions herein.
- (13) Animals from an animal establishment not complying with the provisions of this chapter.
- (14) Any animals running at large on the grounds of any school in Spalding County.
- (15) Terminally diseased animals which pose a threat to the human or animal population.
- (16) Any animal in violation of any of the provisions of this chapter, or in violation of the rules and regulations of the county health department relating to animals and/or rabies.

An animal control officer or law enforcement officer may follow an animal that has been seen by said officer in violation of this chapter onto private property to capture and impound said animal. No injunction, action, or claim for damages may be brought against the animal control department or its officers, agents or employees, or against the county with respect to actions herein contemplated.

- (b) **Any person may take into custody any animal running at large in violation of this chapter and place with CCAC.**
- (c) **Any person who takes into custody an animal running at large in violation of this chapter shall deliver such animal to the animal shelter without fee or charge. However, a person may house the animal for five business days while attempting to locate and/or contact the owner. Once in the custody of the animal shelter, the shelter shall hold and dispose of such animal in the same manner as though such animal had been running at large and impounded by officers of CCAC.**
- (d) *Notice to owners of impounded animals:*
  - (1) Upon impounding any dog or other animal, the director or his authorized representative shall cause to be made a prompt and reasonable effort to locate the animal's owner, possessor, or custodian.
  - (2) If the dog or other animal is not claimed by the owner, possessor or custodian thereof within three (3) working days from the date of impoundment, then it shall be the duty of the director or his authorized representative to allow adoption for two (2) working days, and then, after the total period of five (5) working days, to provide for humane destruction of the dog or other animal in accordance with the provisions of this chapter.
    - a. Any dog or animal that is adopted shall be sterilized by a licensed veterinarian within thirty (30) days after acquisition of such animal in the case of an adult animal or within thirty (30) days of the sexual maturing of an animal in the case of an immature animal. For the purposes of this section, the term "sexual maturity" shall mean an animal that has attained the age of one hundred eighty (180) days or more.
    - b. All costs of sterilization pursuant to this section shall be the responsibility of the person acquiring such animal.

- c. Any person acquiring an animal from the Spalding County animal shelter shall submit to the animal shelter a signed statement from a licensed veterinarian performing the sterilization required by subparagraph a. above within seven (7) days of such sterilization attesting that such sterilization has been performed.
  - d. Any person who shall violate any provision of subparagraph (b)(2) and its subparts shall be guilty of a misdemeanor and shall be subject to a fine not to exceed two hundred dollars (\$200.00).
- (3) If the impounded dog is a dangerous dog or vicious dog, as defined and classified herein, said dog shall be returned to its owner as provided in this chapter, or shall be destroyed as provided in this chapter. A dangerous dog or vicious dog, as defined and classified herein, shall not be eligible for adoption to any person, and may be reclaimed only by its owner; provided, however, that such reclaim must be made within twenty (20) calendar days from the date of impoundment.
  - (4) In addition, if the animal other than a dangerous dog or vicious dog or other animal is not claimed as provided for herein, the director or his authorized representative, in his sole discretion, and after he has satisfied himself that the dog or other animal is in good health, may offer the animal other than a dangerous dog or vicious dog or other animal for adoption to any person after the notification of impoundment required herein has been given.
  - (5) Any animal not reclaimed or adopted within five (5) working days from the date of impoundment shall be destroyed in an humane manner.  
  

Provided, however, that any animal impounded which the director reasonably believes has sustained or suffers from injury or disease which likely will result in maiming, prolonged or severe suffering, or death, may be humanely destroyed immediately and without the waiting period for reclamation or adoption as provided herein. In such instance, the director shall make record of such injury or disease and shall notify the owner of such animal, if known. The director may, in his discretion, order examination of such animal by a licensed veterinarian.
  - (6) In no event shall any animal be redeemed by its lawful owner, possessor or custodian until those fees established for boarding the animal, and for inoculation, as necessary, are paid; and no animal shall be adopted until those fees established for such adoption are paid.
  - (7) If for any reason as hereinabove described any animal is impounded, or if any owner, possessor or custodian of any animal violates any of the duties imposed by this chapter as hereinabove described, in addition to the penalties imposed by this chapter such owner, possessor or custodian shall be conclusively presumed to have given his or her consent to the adoption of the impounded animal or has given his or her consent to dispose of the animal in an humane fashion in accordance with the rules and regulations of the animal control advisory board or county board of health and this chapter and the laws of Georgia unless the animal has been claimed by its lawful owner, possessor or custodian in accordance with the terms of this section.  
  

In the event that the owner of any animal is conclusively presumed to have given his or her consent to the adoption of the impounded animal as set out above, then and in such event, there is no waiting period to allow the adoption of the animal and the adoption may take place immediately.
  - (8) Any animal confined for suspicion of rabies and any dangerous dog or vicious dog, which has bitten a person or another animal, shall be kept confined for a period of time as prescribed by the Spalding County health department, but in no event, shall such time be less than ten (10) days. Disposal of such animal shall be in accordance with the rules and regulations of the health department.
  - (9) Any animal deemed by the animal control officer as being an animal which has dangerous propensities or because of the breed is likely to be used for illegal activities may not be permitted to be adopted. This decision shall be based on the sole discretion of the animal control director. Moreover, the animal control director may refuse to allow the adoption of any animal, if in the sole

discretion of the animal control director, it would not be in the best interest of the animal or the general public to allow said adoption.

- (10) In the event a dog or animal is surrendered by the owner, possessor or custodian thereof, the animal control director shall not be required to wait any required length of time prior to providing for the humane destruction of the dog or other animal. Under such circumstances, the animal control director is not required to retain the dog or animal to allow for its adoption.
- (c) *Use of animals for research prohibited:* Under no circumstances shall any animal not claimed or adopted as provided herein be sold, given, donated, or acquired, directly or indirectly to, for, or by any public or private institution, or to any officer, agent, or employee thereof, for the purpose of experimentation or biomedical research.

(Ord. No. 91-01, § 1, 5-7-91; Ord. No. 97-02, §§ 8, 9, 5-20-97; Ord. No. 97-06, 6-3-97; Ord. No. 97-13, § 2, 11-4-97; Ord. No. 98-08, § 1, 8-18-98)

Sec. 12-1016. - Fee schedule and miscellaneous regulations.

- (a) Fees collected by the director shall be adopted from time to time by the board of commissioners and kept on file with the animal control director. All fees collected shall be paid over to the county treasury on a weekly basis.
- (b) Fees:
- (1) For animals reclaimed by an owner, possessor or custodian:
- Impoundment fee, nonlivestock with verification of rabies shot: Twenty dollars (\$20.00); with no verification of rabies shot: Thirty dollars (\$30.00).
  - Impoundment fee, livestock: Twenty-five dollars (\$25.00).
  - Board fee, nonlivestock: Seven dollars (\$7.00) per day.
  - Board fee, livestock: Ten dollars (\$10.00) per day.
- (2) For adoptions by persons other than the owner, possessor or custodian.
- There shall be a thirty-five dollar (\$35.00) fee to adopt any animal.
  - Wild and exotic animals shall not be adopted.
  - Livestock shall be disposed of pursuant to Georgia law at the direction of and by order of the Sheriff of Spalding County.
  - ~~Dogs classified as dangerous dogs and vicious dogs and dogs currently under investigation for classification as a dangerous or vicious dog~~ ~~potentially dangerous dogs~~ shall not be adopted.
  - All dogs or cats shall receive a rabies vaccination prior to the adoption and the adopting person shall pay for the rabies vaccination.
  - All dogs or cats that are a minimum of ten (10) weeks of age and/or weigh at least two (2) pounds shall be spayed or neutered prior to adoption. For animals under the age of ten (10) weeks and/or under two (2) pounds, proof that the animal has been spayed or neutered shall be provided to the animal shelter before the animal is six (6) months old by the adopting individual.
  - Prior to adoption, the fees approved by the board of commissioners shall be charged and paid by the adopting party to the veterinary clinic designated by the board of county commissioners.

- h. The foregoing requirements as set out in subparagraphs (a) through (e) above do not apply to any personal entity holding a rescue organization license. Nor would the subparagraphs apply to an owner reclaiming their own animal.
- i. The foregoing fees will include a rabies vaccination for all animals that are twelve (12) weeks of age or older.

(3) Rabies suspect fees:

- a. No impoundment fee if owner brings animal to shelter.
- b. If animal is seized, impoundment fee is twenty dollars (\$20.00).
- c. Board fee: Seven dollars (\$7.00) per day.

- (4) Any other fees deemed necessary or which are incurred while the animal(s) are in custody of the animal control department can or shall be assessed in addition to the impoundment and/or adoption fees. Provided, however, that if such animal is adopted by a group or entity which is non-commercial in nature and is licensed by the State of Georgia, or other appropriate government authority, to rescue and/or rehabilitate animals then said impoundment and/or boarding fees shall not apply, but the cost of rabies tags shall be paid.

Groups or entities that desire to have the aforementioned impoundment and/or adoption fees waived shall make written application with the animal control department requesting the waiver of fees. This application shall consist of a cover letter containing the request and a copy of the relevant licensing obtained by the group or entity. The county manager, or designee, shall have authority to determine the validity of requests made under these provisions and shall further have the authority to deny requests made by groups or entities that lack the appropriate licensing.

If said adoption is to be made by the animal's owner or immediate previous owner, the fees listed hereinbefore shall apply.

- (5) All fees related to impoundment, boarding, adoption, or reclaiming, and rabies license tags, shall be in addition to any fines or penalties imposed for violations of this chapter.

- (6) Any owner of any animal who delivers their animal to the Spalding County Animal Shelter to surrender it shall be charged a fee of one hundred dollars (\$100.00) per animal. If an owner of an animal shall contact the Spalding County Animal Shelter and request that the department come and secure their animal that he desires to surrender, then the owner shall pay a fee of twenty-five dollars (\$25.00) as a trip fee and an additional one hundred dollars (\$100.00) per animal that is transported by Spalding County.

- (7) Any person who shall surrender any stray animal to the Spalding County Animal Shelter shall be charged no fee for the surrender.

~~(6) Any person who shall surrender any stray animal to the Spalding County Animal Shelter shall be charged no fee for the surrender. If an owner of an animal shall contact the Spalding County Animal Shelter and request that the department come and secure their animal that he desires to surrender, then the owner shall pay a fee of twenty-five dollars (\$25.00) as a trip fee and an additional one hundred dollars (\$100.00) per animal that is transported by Spalding County.~~

~~(7) Any person who delivers any animal to the Spalding County Animal Shelter to surrender it shall be charged a fee of one hundred dollars (\$100.00) per animal.~~

- (c) *Sterilization requirement (Effective March 1, 2016).* Any person owning, keeping, harboring, or having custody of any dog or cats six (6) months of age or older is required to have said animal surgically sterilized, except that this ordinance shall not apply to:

- (1) Individuals who are nonresidents of Spalding County and reside temporarily in Spalding County for a period not to exceed sixty (60) days within a twelve-month period;

- (2) Lawful humane societies/animal shelters licensed by the Georgia Department of Agriculture whose principal purpose is to secure the adoption of animals or offering sanctuary for dogs and cats. Nevertheless, such organizations must comply with the mandatory sterilization requirements applicable to animal shelters and rescue organizations pursuant to the regulations of the Georgia Department of Agriculture, O.C.G.A. § 40-13-13 et seq., the Georgia Animal Protection Act, O.C.G.A. § 4-11-1 et seq., and other applicable laws;
- (3) Veterinary hospitals;
- (4) Persons who own, keep, harbor, or have custody of registered service dogs or working police dogs;
- (5) Persons who own, keep or have custody of actively competitive or retired show dogs or cats. To qualify for this exemption, the dog or cat must be of a breed recognized by and registered with the American Kennel Club (AKC), United Kennel Club (UKC), American Dog Breeders Association (ADBA) or Cat Fanciers Association (CFA), and meets one (1) of the following requirements:
  - a. The dog or cat has competed in at least one show or sporting competition sanctioned by a bonafide nationally registry within the past three hundred sixty-five (365) days. Written confirmation by the sponsor that the dog or cat has competed is necessary to satisfy this requirement.
  - b. The dog has earned conformation, obedience, agility, carting, herding, hunting, protection, rally, sporting, working or other titles from a pure bred dog registry, as referenced above and confirmed in writing by the organization.
  - c. The dog or cat is registered with a bonafide pure bred dog breed club or cat fanciers association, which maintains and enforces a code of ethics restricting breeding dogs or cats with genetic defects and life threatening health problems that commonly threaten the breed and confirmed in writing by the organization.
  - d. The owner of the animal signs a statement under oath attesting that the dog or cat is being trained to comply with and qualify for the exemption set out subsections a. or b. above.
- (6) Persons who own, keep, or have custody of a dog or cat and who are in possession of a written certification provided by a licensed veterinarian stating that the animal has a serious health condition which renders the animal unfit to undergo the required surgical procedure.
- (7) Persons who are Georgia State Department of Agriculture licensed breeders.
- (8) This ordinance shall become effective March 1, 2016.

(Ord. No. 91-01, § 1, 5-7-91; Ord. No. 97-02, §§ 10—15, 5-20-97; Ord. No. 99-16, § 1, 11-2-99; Ord. No. 2000-01, § 1, 2-7-00; Ord. No. 2001-13, § 1, 11-19-01; Ord. No. 2002-02, § 2, 3-18-02; Ord. No. 2003-04, § 1, 5-19-03; Ord. No. 2003-05, § 1, 6-16-03; Ord. No. 2008-01, § 1, 3-17-08; Ord. No. 2012-01, 1-9-12; Ord. No. 2014-01, § 1, 4-21-14; Ord. No. 2015-02, 5-4-15; Ord. No. 2015-10, 12-7-15)

#### Sec. 12-1017. - Violations and enforcement.

##### (a) *Violations:*

- (1) Except as otherwise provided ~~by this Chapter and by Georgia law 4-8-28(misdemeanor and felony violations of Part Six, C., D., F., G.)~~ any person who shall do anything prohibited by this chapter as it now exists or as it may hereafter be amended, or who shall fail to do anything required by this chapter as it now exists or as it may hereafter be amended, is hereby declared to be in violation of this chapter and the pertinent regulations or county ordinances herein set forth.



- (2) Each and every day that any such violation exists shall be deemed a separate offense.
- (3) Any such violation, upon conviction thereof, as prescribed by the laws of Georgia, shall be punishable by a fine or imprisonment, or both, not to exceed the maximum fine or the maximum imprisonment, or both, as prescribed by the pertinent laws of Georgia and as more particularly set out in section 1-1007 of this Code, which such section is incorporated herein and made a part hereof by reference.

Any person who shall fail to have their dog or cat vaccinated against rabies shall be fined fifty dollars (\$50.00) for the first offense, one hundred fifty dollars (\$150.00) for the second offense and two hundred fifty dollars (\$250.00) for the third offense. For the purposes of this chapter, each time that a person either pleads guilty or is found guilty of failing to have their dog or cat vaccinated shall be considered as one offense.

- (4) The imposition of any such fine, imprisonment, or both, for any violation shall not excuse the violation or permit it to continue; and all such violators shall be required to correct or remedy such violations or defects within the time as prescribed by the court having jurisdiction of such matter, and in the absence of any such completion time being fixed by the court, within a reasonable time after such violations occur.
- (5) The application of any fine, imprisonment or other penalty shall not be construed to prevent the enforced removal of prohibited conditions or to postpone any action required.
- (6) The remedies herein set out for the purpose of enforcing the provisions of this chapter shall not be deemed to be exclusive, but shall be cumulative of all other remedies, civil or criminal, provided by the laws of Georgia, or by the ordinances of Spalding County.

(Ord. No. 91-01, § 1, 5-7-91; Ord. No. 97-02, § 16, 5-20-97)

**BOARD OF COMMISSIONERS  
SPALDING COUNTY, GEORGIA**

**ORDINANCE COVER PAGE**

Ordinance No.

**2017-02 PART XII – CHAPTER 1, ANIMAL CONTROL IN ITS  
ENTIRETY AND INSERTING IN LIEU THEREOF A NEW PART XII  
– CHAPTER 1**

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First Reading

May 15, 2017

Second Reading (adopted and approved):

June 5, 2017

**SPALDING COUNTY, GEORGIA  
LICENSING AND REGULATION ORDINANCE  
ORDINANCE NO. 2017-02**

**TO AMEND PART XII – CHAPTER 1, ANIMAL CONTROL OF THE  
SPALDING COUNTY CODE OF ORDINANCES BY STRIKING SAID  
CHAPTER IN ITS ENTIRETY AND INSERTING IN LIEU THEREOF THE  
FOLLOWING TO BE DENOMINATED PART XII-CHAPTER 1:**

**CHAPTER 1. - ANIMAL CONTROL**

**Sec. 12-1001. - Purpose.**

In order to protect the health and safety of persons and animals in Spalding County, to improve and make more safe motor vehicle and pedestrian traffic, to control the incidence and spread of rabies, to prohibit abandonment and other forms of cruelty to animals, to promote the general welfare of the citizens of this county by providing specific regulations concerning the care and treatment of animals and providing for violations of those regulations, and to invest the authority to enforce those regulations, the board of commissioners of Spalding County, Georgia, hereby adopt this chapter, to be known and cited as the "Spalding County Animal Control Ordinance".

**Sec. 12-1002. - Definitions.**

- (a) *Animal establishment*: Any business wherein any person engages in the business of boarding, breeding, letting for hire, training for a fee, trading, exchanging, giving away or selling animals.
- (b) *Abandoned animal or stray*: Any domesticated animal shall be considered abandoned, for the purposes of this chapter, which has been placed upon public property or within a public building unattended and uncared for, or upon or within the private property of another without the express permission of the owner, custodian or tenant of the private property and is unattended or uncared for. Any domesticated animal shall also be considered abandoned, for the purposes of this chapter, which has been upon or within the property of the owner or custodian of this animal for a period of time in excess of thirty-six (36) continuous hours unattended and without proper food and water and shelter.

Any domesticated animal shall also be considered as abandoned if the animal's owner has been incapacitated, incarcerated by lawful authorities or for any reason is unable or unwilling to care for the animal. The determination of the owner's status shall be in the sole discretion of the animal control director.

- (c) *Abused animal*: Any animal which (1) is mistreated, beaten, tormented; or (2) is deprived of water, food, or shelter; or (3) is kept under unsanitary conditions; or (4) is abandoned. This subsection is not intended to require shelter for livestock as that term is defined in this Code section.

- (d) *Adequate food and water*: means food and water which is sufficient in an amount and appropriate for the particular type of animal to prevent starvation, dehydration, or a significant risk to the animal's health from a lack of food or water.
- (e) *Animal*: Animal shall be defined as follows:
  - (1) *Domesticated animals*: Animals that are accustomed to living in or about the habitation of humans, including but not limited to cows, dogs, cats, fowl, horses, swine, goats, rabbits, domesticated wild animals, and/or exotic animals. This definition only applies to those animals mentioned herein and is only applicable to this chapter, and in no way affects the meaning or application of a definition of the described animal, as may be found in any other ordinances or laws.
  - (2) *Wild and exotic animals*: Include any monkey, nonhuman primate, raccoon, skunk, wolf, squirrel, fox, leopard, panther, tiger, lion, lynx, ferret, bear, wild rabbit, tarantula, wild rodent, and reptiles, including but not limited to crocodiles, alligators, snakes, caiman, and gavials, and any other animal so designated by the animal control director.
- (f) *Animal at large*: An animal not under restraint.
- (g) *Animal control board*: The county manager, or his designee, shall serve as the animal control board for the purposes herein provided.
- (h) *Animal control department*: The Spalding County Animal Control Department.
- (i) *Animal control officer*: Any person so designated by the animal control director to perform the duties prescribed by this chapter.
- (j) *Animal shelter*: The facility designed and operated for the purpose of impoundment and care of animals held under authority of this chapter, the Spalding County Health Department, or Georgia law.
- (k) *Animal under restraint*: Any animal which is restrained in compliance with section 12-1005 herein.
- (l) *Authority* means Spalding County Animal Control, as determined by the Board of Commissioners of this city.
- (m) *Care (adequate/humane)* means attention to the needs of an animal, including but not limited to, the provision of adequate water, food, shelter, bedding, sanitary conditions, ventilation, heating/cooling (temperature control), space, exercise and veterinary medical attention necessary to maintain the health of the animal with regard to the specific age, size, species, and breed of animal.
- (n) *Classified dog*: any dog that has been classified as either a dangerous dog or a vicious dog pursuant to this article.
  - (1) No dog shall be classified as a dangerous dog or vicious dog for actions that occur while the dog is being used by a law enforcement or military officer to carry out the law enforcement or military officer's official duties. No dog shall be classified as a dangerous dog or a vicious dog if the person injured by such dog was a person who, at the time, was committing a trespass, was abusing the dog, or was committing or attempting to commit an offense under Chapter 5 of Title 16.

- (o) *Cruelty*: Any and every act, omission or neglect whereby unjustifiable pain, suffering, maiming, or death may be caused or permitted to any animal as defined in this section.
- (p) *Dangerous dog*: Any dog that: (a) causes a substantial puncture of a person's skin by teeth without causing serious injury (provided however that a nip, scratch, or abrasion shall not be sufficient to classify a dog as dangerous under this subparagraph); aggressively attacks in a manner that causes a person reasonably to believe that the dog posed an imminent threat of serious injury to such person or another person although no such injury occurs (provided however that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this subparagraph); or while of the owner's property kills a pet animal (provided that this subparagraph not apply where the death of such an animal is caused by a dog that is working or training as a hunting dog, working dog, or predator control dog).
- (q) *Director*: The animal control director, appointed by Spalding County.
- (r) *Food (adequate)* means sufficient quantity of non-contaminated and nutritionally adequate food, fed according to age, size, species and breed requirements, or as directed by a veterinarian, which is sufficient to prevent starvation, malnutrition or risk to the animal's health. Garbage or spoiled/rancid food is not considered adequate food.
- (s) *Fowl*: Any warm-blooded, feathered, flying or nonflying animal.
- (t) *Guard dog*: Any dog which has been trained to attack persons independently or upon oral commands and any dog which, while not so trained, is reasonably expected to perform as a guardian of its owner and/or the property upon and within which the dog is located.
- (u) *Highway*: The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.
- (v) *Humane manner*: Care of an animal to include but not limited to ventilation, sanitary shelter, wholesome fresh food, and access to fresh, clean, wholesome water at all times, consistent with the normal requirements and feeding habits of the animal's size, species, and breed.
- (w) *Kennel*: Any premises wherein any person engages in the business of boarding, breeding, letting for hire, training for a fee, or selling animals.
- (x) *Livestock*: Includes horses, cows, goats, pigs and any other animal which has hooves.
- (y) *Mail*: means to send by certified mail or statutory overnight delivery to the recipient's last known address.
- (z) *Owner*: Any natural person or any legal entity, including but not limited to a corporation, partnership, firm, or trust, who intentionally harbors or exercises custody, control, possession, or ownership of an animal. This includes, but is not limited to, providing food and/or shelter for a stray animal for a period of more than

five (5) days. In the case of a minor, the term “owner” includes the parents or person in loco parentis with custody of the minor.

(aa) *Peace officer*: A law enforcement officer.

(bb) *Person*: Any person, corporation, partnership, firm, trust, club, or association.

(cc) *Pet shop*: Any person engaged in the business of buying and selling two (2) or more species of live animals excluding livestock.

(dd) *Proper enclosure*:

- a. An enclosure for keeping any animal, including dangerous animals or vicious animals, as required by this chapter, while on the owner's property in a securely enclosed locked pen, fence, or structure suitable to prevent the animal from escaping. Any such enclosure shall also provide protection from the elements for the animal, in a manner appropriate for the species of the animal.
- b. All non-livestock animals shall be provided with sanitary shelter from the elements.
- c. Said shelter shall be designed, constructed, and maintained to protect the animal from rain, snow, ice, excessive temperatures, and direct sunlight.
- d. Said shelter must allow the animal sufficient space to stand, turn around, lie down, and make all other normal body movements in a normal and comfortable position appropriate to the age, size, species, and health of the animal.
- e. For dogs up to thirty (30) pounds, pen size should be a minimum of thirty-six (36) square feet for the first dog and an additional eighteen (18) square feet for each additional dog of the same size or smaller sharing the same.

For dogs up from thirty-one (31) to sixty (60) pounds, pen size should be a minimum of sixty-four (64) square feet for the first dog and an additional thirty-two (32) square feet for each additional dog of the same size or smaller sharing the same.

For dogs from sixty-one (61) pounds and up, pen size should be a minimum of one hundred (100) square feet for the first dog and an additional fifty (50) square feet for each additional dog of the same size or smaller sharing the same.

- f. Pens shall be located fifty (50) feet from any dwelling other than the owner's or custodian's dwelling.
  - g. The owner must remove and dispose of animal excrement and food waste and debris so as to minimize vermin infestation, contamination, odors, and disease hazards.
  - h. All animals shall be provided with adequate care that must include constant access to fresh food, water, shelter, and veterinary care when necessary.
- (ee) *Provoked attack*: any attack resulting when a domestic animal is placed in a situation such that an expected reaction would be to bite or attack.
- (ff) *Public nuisance*: Any animal which:



- (1) Is found at large in violation of this chapter as set out herein;
  - (2) Is found to be dangerous, as herein defined, and is not restrained or confined, as provided in this chapter;
  - (3) Is found to be vicious, as herein defined, and is not restrained or confined, as provided in this chapter.
  - (4) Produces, because of quantity, manner, or method in which the animals are domesticated or maintained, unsanitary conditions in the county;
  - (5) Is inimical to the public health, welfare, or safety according to the rules and regulations promulgated by the Spalding County Board of Health, which rules and regulations are incorporated herein and made a part hereof as if fully set out in this chapter; is hereby declared to be a public nuisance; and any person who knowingly keeps, owns, harbors, or acts as custodian of any animal constituting this nuisance shall be guilty of an unlawful act and shall be punishable as hereinafter provided.
- (gg) *Serious injury*: Any physical injury that creates a substantial risk of death; results in death, broken or dislocated bones, lacerations requiring multiple sutures, or disfiguring avulsions; requires plastic surgery or admission to a hospital; or results in protracted impairment of health, including transmission of an infection or contagious disease, or impairment of the function of any bodily organ.
- (hh) *Street*: The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel. Includes roads.
- (ii) *Tethering*: attaching any animal to a chain, rope, lead, tie out, or wire restraining the animal, which is attached to an animal or an animal's collar or harness and is also attached to a stationary object.
- (jj) *Veterinary clinic or hospital*: A clinic or hospital operated by a licensed veterinarian.
- (kk) *Vicious dog*: A dog that inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack.

Sec. 12-1003. - Animal control department.

- (a) The animal control department shall be under the direction of the animal control director. Such director shall be appointed by the county manager and shall have the authority, with approval of the county manager, to select and hire deputies, or animal control officers. The animal control director and his deputies shall be charged with the responsibility of enforcing the animal control ordinances of the county and the operation of the animal shelter.
- (b) (1) The primary responsibility for the enforcement of this chapter shall be vested in the animal control director, who may call upon the Spalding County sheriff's department from time to time to assist him in the enforcement of this chapter. The director may also be designated by the Spalding County board of health as the official rabies control officer for the county. The animal control director, or designee, shall

serve as the dog control officer of the county as provided by Georgia law in O.C.G.A. § 4-8-22. The director may, in the exercise of this authority, delegate enforcement responsibilities of his chapter to such deputies as he may select, as provided herein. The director and his deputies and the Sheriff of Spalding County and his deputies shall be authorized to issue citations for violations of this chapter.

- (2) Upon information made known to or complaint lodged with the director or his deputies that any owner, possessor, or custodian of any dog or other animal is in violation of this chapter, the director or his deputies shall investigate such information or complaint.
- (c) It shall be a violation of this chapter for any person to interfere with any animal control officer or any law enforcement officer engaged in the enforcement of this chapter, to take or attempt to take any animal from any vehicle used to transport said animal, or to take or attempt to take any animal from the animal control impoundment area or areas.
- (d) (1) In the performance of his duties pursuant to the provisions of this chapter, any animal control officer or any law enforcement officer assisting in the enforcement of this chapter may use such force as is necessary to defend himself from attack by any animal. Provided, however, that all efforts shall be made to take up an animal without undue harm, injury, or danger to the animal and the officer, and to other persons and property.
- (2) In the performance of his duties pursuant to the provisions of this chapter, any animal control officer or any law enforcement officer assisting in the enforcement of this chapter shall be authorized to enter upon private property:
  - a. With the permission of the owner, possessor, or custodian or tenant of said property for the purposes of investigating complaints of violations; or
  - b. Without the permission of the owner, possessor, or custodian or tenant of said property for the purpose of taking up an animal for impoundment, and for the purpose of enforcing this chapter where a violation is known to exist.
- (e) It shall be the duty of the director to keep and maintain, or to cause to be kept and maintained, accurate records of citizen complaints and the licensing, impoundment, and disposition of all animals coming into his or her custody for a period as required by records management regulations of the county or the state.

**Sec. 12-1004. - Vaccination.**

- (a) No person shall own, keep, maintain, or harbor, or permit to be kept or harbored, any dog or cat within the unincorporated areas of Spalding County unless such dog or cat is vaccinated as herein provided.
- (b) (1) All dogs and cats over three (3) months of age within the unincorporated areas of Spalding County shall be vaccinated against rabies. Said vaccination shall be administered by a veterinarian licensed to practice veterinary medicine in the State of Georgia. Said vaccination shall be required prior to April 1. Dogs or cats less than three (3) months of age shall be confined to their owner's premises and shall not be allowed to run at large.

- (2) Dogs or cats entering Spalding County from outside the county only for the purpose of performing or for temporary stay not exceeding fourteen (14) days and kept under direct control of their owners or handlers shall be exempt from the license and vaccination requirements of this article.
- (3) Except as provided hereinabove, it shall be the duty of all persons owning or having possession or custody of a dog or cat brought into Spalding County from without the county to have the dog or cat vaccinated and to obtain the rabies tag and the rabies certificate required by this chapter within a period of fourteen (14) days from the date of such entry.
- (c) It shall be the duty of each dog or cat owner, possessor, or custodian to provide a collar of leather or nylon for the dog or cat to which the rabies license tag shall be attached. The collar, together with the tag, shall be worn by the dog or cat at all times. Every dog found roaming or running free shall be impounded. If an animal is impounded and it is found not to be vaccinated, the owner may be cited for violation of this section. Failure to comply with this section shall be unlawful and shall be punished as hereinafter provided.

Sec. 12-1005. – Keeping of dogs and cats; restraint; nuisances; and sanitation.

- (a) It shall be unlawful for any owner or possessor of any dog or cat to fail to keep the animal under restraint or control as provided for in this section.
- (b) An animal is considered not under restraint or control when it is running at large, whether wearing a collar and tag or not. Reasonable care and precautions shall be taken to prevent the animal from leaving the real property limits of its owner, possessor, or custodian. Acceptable methods of restraint for dogs, other than those classified as dangerous or vicious dogs, include:
  - (1) It is securely and humanely enclosed within a house, building, fence, pen or other enclosure out of which it cannot climb, dig, jump, or otherwise escape on its own volition, at any time the animal is left unattended;
  - (2) It is securely and humanely restrained by an invisible containment system. If using an invisible containment system, a sign must be posted on the property indicating that the system is in place;
  - (3) It is on a leash and under the control of a competent person; or
  - (4) It is securely and humanely attached to a cable line or trolley/runner system:
    - a. A cable line or trolley system must be attached to a stationary object that cannot be moved by the animal. The cable or trolley system must be at least ten (10) feet in length, and shall not allow the animal to come within five (5) feet of the edge of the property line of the property upon which such animal is tethered;
    - b. Tethers attaching to the animal to the cable line or trolley system must be made of a substance which cannot be chewed by the animal and shall not weigh more than five (5) percent of the body weight of the animal;

- c. The tether attaching to the animal to the cable line or trolley system must have a swivel installed at each end;
  - d. The tether must be at least ten (10) feet in length and mounted to the cable line or trolley system no more than seven (7) feet above the ground level;
  - e. The length of the tether from the running cable line or trolley system to the animal's collar should allow access to the maximum available exercise area and allow the animal free access to adequate food, water, and shelter at all times;
  - f. The animal must be attached to the tether by a properly fitted harness or collar with enough room between the collar and the animal's throat through which two (2) fingers may fit. Choke collars and pinch collars are prohibited for the purpose of tethering an animal to a cable line or trolley system;
  - g. The trolley/runner system must be a sufficient distance from any other objects or animals to prohibit the tangling of the cable, to prohibit the cable from extending over an object or an edge that could result in injury or strangulation of the animal and be of sufficient distance from any fence so as to prohibit the animal from having access to the fence.
- (c) Except for temporary tethering during special events/occurrences, it shall be unlawful to tether an animal outdoors using a rope, wire, or chain attached to a stationary object.
- (d) It shall be the duty of any person having possession, custody or control of any animal, restrained or unrestrained, to immediately remove excrement deposited by the animal on any public right-of-way (street, sidewalk, or parkway between the street and sidewalk), on any public property, such as a municipal park, and from private property not belonging to the dog's owner or keeper. Such person shall have in their possession, while controlling their dog, a device or equipment for pick up and removal of the animal excrement and its proper disposal in a sanitary manner. Failure to pick up and remove animal excrement deposited off the owner or keeper's private property shall constitute a violation of this section which, upon conviction, shall be punished by a fine not to exceed \$100.00 for each violation.
- (e) Any outside enclosure used for the keeping of domesticated animals shall be well-drained, free from accumulation of animal excrement and objectionable odors, and otherwise maintained in a clean and sanitary condition at all times. All dogs which are housed and enclosed within the enclosure shall be provided a source of potable water and adequate food at all times. The enclosure shall be constructed in such a manner as to afford suitable shelter for the dog from the elements during inclement weather; enclosures shall be designed and constructed to afford the domesticated animal(s) ample room to exercise, depending upon the breed and size.
  - (1) Every enclosure for the keeping of less than five dogs, 90 days old or more, shall be located no closer than 20 feet from a property boundary or 50 feet from any dwelling unit on adjoining property, whichever is greater, unless the adjoining property owner gives written consent to a variance from this standard.

- (2) Any enclosure for the noncommercial keeping of five or more dogs, 90 days old or more, on a property zoned or occupied for residential purposes shall be located not less than 100 feet from the nearest property boundary; there shall be no variance granted from this standard.
- (3) Noncommercial enclosures for the keeping of five or more dogs may only be permitted in residential zones by special use permit, in accordance with the zoning ordinance.
- (4) Puppies and dogs less than 90 days old shall be confined to the owner's premises and not allowed to run at large, except when accompanied by the owner or person of responsible age.
- (f) It shall be the duty of the owner, keeper, or harbinger of any dog or cat within the county to keep it from becoming a nuisance, from endangering or injuring any persons or property, or from creating a disturbance to the peace, tranquility and enjoyment of neighboring property owners.

Sec. 12-1006. - Maximum number of dogs and cats allowed without a kennel license.

- (a) Other than any state or county certified rescue group or organization, commercial licensed kennels, pet shops, veterinary clinics or hospitals, no person shall keep, harbor, or knowingly permit to remain on or about his premises or under his or her control more than four (4) dogs or cats or more than a combination of four (4) dogs and cats. Provided, however, that with a breeding permit issued by the county animal control unit, a person may exceed this limit for not more than six (6) months after the birth of a litter of puppies or kittens.
- (b) This code section shall apply only to tracts of real property that are two (2) acres or less in size.
- (c) This code section applies only to dogs or cats kept outside a residence.

Sec. 12-1007. - Unaltered animal permit.

- (a) Animal owners who wish to maintain an intact animal must apply for an unaltered animal permit with Spalding County, Georgia. Spalding County Animal Control will issue a permit if the owner complies with the requirements set forth in this article and pays the permit fee established by the Board of Commissioners. A certificate will be issued identifying the animal as a permitted unaltered animal and must be made available for inspection at all times.
- (b) Owners who apply for an unaltered animal permit must provide proof of rabies vaccination of the animal prior to issuance of the permit. An unaltered animal permit is valid for the same term as the rabies vaccination.
- (c) An unaltered animal tag will be provided to the owner of every unaltered animal. The owner of the unaltered animal is required to ensure that the unaltered animal tag is securely fastened to the animal's collar or harness at all times.
- (d) The cost of an animal permit shall be fixed by the Board of Commissioners.

Sec. 12-1010. - Animals in heat; restraint required.

It shall be a violation of this chapter for any owner, possessor, or custodian whose animal is in heat to permit or allow such animal to go upon or have access to the streets, roads, or public places of Spalding County, or allow such animal to run on the premises of another without permission and except to intentional breeding purposes, or allow such animal outside a proper enclosure.

The owner, possessor, or custodian of any animal whose animal is in heat shall confine such animal in a proper enclosure during the time such dog is in heat, regardless of location within the county.

Sec. 12-1011. – Dangerous or vicious dogs.

- (a) *Dog control officer:* The animal control director shall designate, with the approval of the board of commissioners, one (1) of his deputies as the dog control officer of the county. Upon receiving a report of a dangerous dog or vicious dog within the unincorporated areas of Spalding County from a law enforcement agency, animal control agency, rabies control officer, or county board of health, the dog control officer shall make such investigations and inquiries with regard to such report as may be necessary to carry out the provisions of this chapter.
- (b) *Classifying dangerous dogs or vicious dogs:*
  - (1) Upon receiving a report of a dog believed to be subject to classification as a dangerous dog or vicious dog within a dog control officer's jurisdiction, the dog control officer shall make such investigations as necessary to determine whether such dog is subject to classification as a dangerous dog or vicious dog.
  - (2) *Notice:* When the dog control officer determines that a dog is subject to classification as a dangerous dog or vicious dog is classified as such, the dog control officer shall notify the dog's owner of such classification. The notice to the owner shall meet the following requirements:
    - a. The notice shall be in writing and mailed by certified mail to the owner's last known address within seventy-two (72) hours of the determination.
    - b. The notice shall include a summary of the dog control officer's findings that formed the basis for the dog's classification as a dangerous dog or vicious dog.
    - c. The notice shall be dated and shall state that the owner, within fifteen (15) days after the date shown on the notice, has a right to request a hearing on the dog control officer's determination that the dog is a dangerous dog or vicious dog.
    - d. The notice shall state that the hearing, if requested, shall be before the Spalding County Animal Control Board.
    - e. The notice shall state that if a hearing is not requested, the dog control officer's determination that the dog is a dangerous dog or vicious dog will become effective for all purposes under the law on a date specified in the notice, which shall be after the last day on which the owner has a right to request a hearing.



- f. The notice shall include a form to request a hearing before the animal control board and shall provide specific instructions on mailing or delivering such request to the animal control board.

(3) *Hearing:*

- a. When the animal control board receives a request for a hearing as provided hereinabove, it shall schedule such hearing within thirty (30) days after receiving the request. The animal control board shall notify the dog owner in writing by certified mail of the date, time, and place of the hearing; and such notice shall be mailed to the dog owner at least ten (10) days prior to the date of the hearing. At the hearing, the owner of the dog shall be given the opportunity to testify and present evidence; and in addition thereto, the animal control board shall receive such other evidence and hear such other testimony as it may find reasonably necessary to make a determination either to sustain, modify, or overrule the dog control officer's classification of the dog.
  - b. Within ten (10) days after the date of the hearing, the animal control board shall notify the dog owner in writing by certified mail of its determination on the matter. If such determination is that the dog is a dangerous dog or vicious dog, the notice shall specify the date upon which that determination is effective. If the determination is that the dog is to be euthanized pursuant to this chapter and O.C.G.A. § 4-8-26, the notice shall specify the date by which the euthanasia shall occur.
- (4) If an owner cannot be located within ten days of a dog control officer's determination that a dog is subject to classification as a dangerous dog or vicious dog, such dog may be released to an animal shelter or humanely euthanized, as determined by the dog control officer.
- (5) Judicial review of the authority's final decision may be had in accordance with O.C.G.A. § 15-9-30.9

(c) *Registration of dangerous dogs or vicious dogs:*

- (1) It is unlawful and a violation of this chapter for an owner to have or possess within the unincorporated areas of Spalding County a dangerous dog or vicious dog without a certificate of registration issued in accordance with the provisions of this Code section. Certificates of registration shall be nontransferable and shall only be issued to a person 18 years of age or older. No more than one certificate of registration shall be issued per domicile.
- (2) A certificate of registration for a dangerous dog shall be issued if the dog control officer determines that the following requirements have been met:
  - a. The owner has maintained an enclosure designed to securely confine the dangerous dog on the owner's property, indoors, or in a securely locked and enclosed pen, fence, or structure suitable to prevent the dangerous dog from leaving such property; and

- b. Clearly visible warning signs have been posted at all entrances to the premises where the dog resides.
- (3) A certificate of registration for a vicious dog shall be issued if the dog control officer determines that the following requirements have been met:
- a. The owner has maintained an enclosure designed to securely confine the vicious dog on the owner's property, indoors, or in a securely locked and enclosed pen, fence, or structure suitable to prevent the vicious dog from leaving such property;
  - b. Clearly visible warning signs have been posted at all entrances to the premises where the dog resides;
  - c. A microchip containing an identification number and capable of being scanned has been injected under the skin between the shoulder blades of the dog; and
  - d. The owner maintains and can provide proof of general or specific liability insurance in the amount of at least \$50,000.00 issued by an insurer authorized to transact business in this state insuring the owner of the vicious dog against liability for any bodily injury or property damage caused by the dog.
- (4) The posting of the premises where the dangerous dog or vicious dog is located with a clearly visible sign warning that there is a dangerous dog or vicious dog on the property. Said sign shall be maintained continuously at all entrances to the premises.
- a. The dangerous dog or vicious dog warning sign shall conform to design provided by the Georgia Department of Natural Resources, and shall be furnished by the county to the owner or possessor of a dangerous dog or vicious dog, with the initial cost of such sign to be included in the registration fee as required herein.
  - b. Should the original dangerous dog or vicious dog warning sign issued to the owner or possessor of a dangerous dog or vicious dog be lost, stolen, destroyed, or damaged, said owner or possessor shall report same immediately to the dog control officer and shall secure a replacement sign from the animal control department. The owner or possessor shall be required to pay the then-current full cost for such replacement sign.
- (d) Exceptions: No animal shall be classified as a dangerous animal or vicious animal for actions that occur while the animal is being used by a law enforcement or military officer to carry out the law enforcement or military officer's official duties. No animal shall be classified as a dangerous animal or vicious animal if the person injured by such animal was a person who, at the time, was committing a trespass, was abusing the animal, or was committing or attempting to commit an offense under O.C.G.A Chapter 5 of Title 16.
- (e) *Additional requirements:*

- (1) A certificate of registration for a dangerous dog or vicious dog may only be issued to an individual eighteen (18) years of age or older.
- (2) The owner of a dangerous dog or vicious dog shall notify the dog control officer within twenty-four (24) hours if the dog is on the loose, is unconfined, has attacked a human or has died.
- (3) The owner of a dangerous dog or vicious dog shall notify the dog control officer if the owner is moving from the unincorporated areas of Spalding County. The owner of a dangerous dog or vicious dog who is a new resident of the unincorporated areas of Spalding County shall register the dog as required herein within thirty (30) calendar days after becoming a resident. The owner of a dangerous dog or vicious dog moves from one address to another within the unincorporated areas of Spalding County shall notify the dog control officer of the new address within ten (10) calendar days after moving to the new address.
- (4) Issuance of a certificate of registration or the renewal of a certificate of registration by the dog control officer does not warrant or guarantee that the requirements for obtaining a certificate of registration, as specified hereinabove, are maintained by the owner of a dangerous dog or vicious dog on a continuous basis following the date of the issuance of the initial certificate of registration or following the date of any annual renewal of such certificate.
- (5) The dog control officer is authorized to make whatever inquiry is deemed necessary to ensure compliance with the provisions of this article.
- (6) Only one (1) certificate of registration for a dangerous dog or vicious dog is permitted per household.
- (7) No person shall be the owner of more than one (1) vicious dog.
- (8) No certificate of registration shall be issued to any person who has been convicted of two or more violations of this article.
- (9) No certificate of registration for a vicious dog shall be issued to any person who has been convicted of the following crimes from the time of conviction until two (2) years after completion of his or her sentence, nor to any person residing with such person:
  - a. A serious violent felony as defined in O.C.G.A. § 17-10-6.1;
  - b. The felony of dogfighting as provided for in O.C.G.A. § 16-12-37, or the felony of aggravated cruelty to animals as provided for in O.C.G.A. § 16-13-4; or
  - c. A felony involving trafficking in cocaine, illegal drugs, marijuana, methamphetamine, or ecstasy as provided for in O.C.G.A. §§ 16-13-31 and 16-13-31.1.
- (10) A vicious dog shall not be transferred, sold, or donated to any other person unless it is relinquished to a governmental facility or veterinarian to be euthanized.

- (11) Under no circumstances shall an employee or official of Spalding County be held liable for any damages to any person who suffers an injury inflicted by a dog as a result of a failure to enforce the provisions of this chapter.

(e) *Registration fee:*

- (1) In addition to regular licensing and tag fees, an annual fee as may from time to time be prescribed by the board of commissioners, payable at the time of registration and on or before April 1 of each succeeding year, shall be paid by the owner of a dangerous dog.
- (2) Certificates of registration shall be renewed on an annual basis, not later than April 1 of each year. At the time of the annual renewal of a certificate of registration, the dog control officer shall require evidence from the owner or make such investigation as may be necessary to verify that the dog owner is continuing to comply with the provisions of this chapter. Failure to renew a certificate of registration within ten (10) days of the renewal date or initial classification date shall constitute a violation of this article.

(f) *Confinement of dangerous dogs or vicious dogs:*

- (1) It shall be unlawful for an owner of a dangerous dog to permit the dog to be off the owner's property unless:
  - a. The dog is restrained by a leash not to exceed six feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary; or
  - b. The dog is contained in a closed and locked cage or crate; or
  - c. The dog is working or training as a hunting dog, herding dog, or predator control dog.
- (2) It shall be unlawful for an owner of a vicious dog to permit the dog to be:
  - a. Outside an enclosure designed to securely confine the vicious dog while on the owner's property or outside a securely locked and enclosed pen, fence, or structure suitable to prevent the vicious dog from leaving such property unless:
    1. The dog is muzzled and restrained by a leash not to exceed six feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary; or
    2. The dog is contained in a closed and locked cage or crate;
  - b. Unattended with minors.
- (3) A person who violates subsection (f)(2) of this Code section shall be guilty of a misdemeanor of high and aggravated nature.
- (4) An owner with a previous conviction for a violation of this section whose classified dog causes serious injury to a human being under circumstances constituting another violation of this article shall be guilty of a felony and upon

conviction thereof shall be punished by imprisonment for not less than one nor more than ten years, a fine of not less than \$5,000.00 nor more than \$10,000.00, or both. In addition, the classified dog shall be euthanized at the cost of the owner.

(5) Any irregularity in classification proceedings shall not be a defense to any prosecution under this article so long as the owner of the dog received actual notice of the classification and did not pursue a civil remedy for the correction of the irregularity.

(6) This ordinance shall not apply to any state licensed facilities and/or personnel following state law regarding restraint and control.

(g) *Confiscation of dangerous dogs or vicious dogs:*

(1) A dangerous dog or vicious dog shall be immediately confiscated by the dog control officer or by a law enforcement officer or by another person authorized by the dog control officer if the:

- a. Owner of the dog does not secure the liability insurance or bond required herein;
- b. Dog is not validly registered as required herein;
- c. Dog is not maintained in a proper enclosure;
- d. Dog is outside a proper enclosure in violation of this section;
- e. The officer believes that the dog poses a threat to public safety; or
- f. Dog control officer finds any other violation of this chapter.

(2) *Disposition of confiscated dogs:* Any dangerous dog or vicious dog that has been confiscated under the provisions of this section shall be returned to its owner upon the owner's compliance with the provisions of this section and upon the payment of reclaim and boarding fees as set out in this chapter. In the event the owner has not complied with the provisions of this section within twenty (20) days of the date the dog was confiscated, said dog shall be destroyed in an expeditious and humane manner.

(3) A refusal to surrender a dog subject to confiscation shall be a violation of this chapter.

(h) *Euthanasia:*

(1) A Spalding County Superior Court Judge may order the euthanasia of a dog if the court finds, after notice and opportunity for hearing as provided under this chapter and O.C.G.A. § 4-8-23, that the dog is a classified dog and that the dog has seriously injured a human or presents a danger to humans not suitable for control under this chapter; and

- a. The owner or custodian of the dog has been convicted of a violation of any state criminal law and the crime was related to such dog;
- b. Any local governmental authority of Spalding County has filed with the court a civil action requesting the euthanasia of the dog.

- (2) A dog that is found, after notice and opportunity for hearing as provided under this chapter and O.C.G.A. § 4-8-23, to have caused a serious injury to a human on more than one (1) occasion shall be euthanized; provided, however, that no injury occurring before July 1, 2012, shall count for purposes of this subsection.
- (i) *Civil liability:*
- (1) The owner or, if no owner can be found, the custodian exercising care and control over any dog, which while off the owner's or custodian's property causes injury, death, or damage directly or indirectly to any livestock, poultry, or pet animal shall be civilly liable to the owner of the livestock, poultry, or pet animal for the injury, death, or damage caused by the dog. The owner or, if no owner can be found, the custodian exercising care and control over any dog shall be liable for any damage caused by such dog to public or private property. The liability of the owner or custodian of the dog shall include consequential damages.
  - (2) This Code section is considered cumulative of other remedies provided by law. There is no intent to eliminate or limit other causes of action which might inure to the owner of any livestock, poultry or pet animal.
- (j) *Criminal liability as provided under this chapter and O.C.G.A § 4-8-29:*
- (1) Except as otherwise specified in this chapter or by Georgia law, any person who violates any provision of this article shall be guilty of a misdemeanor.
  - (2) A person who violates subsections (f)(2)(a) or (f)(2)(b) of this section shall be guilty of a misdemeanor of high and aggravated nature.
  - (3) An owner with a previous conviction for a violation of this chapter whose classified dog causes serious injury to a human being under circumstances constituting another violation of this article shall be guilty of a felony and upon conviction thereof shall be punished by imprisonment for not less than one (1) nor more than ten (10) years, a fine of not less than five thousand dollars (\$5,000.00) nor more than ten thousand dollars (\$10,000.00), or both. In addition, the classified dog shall be euthanized at the cost of the owner.
  - (4) Any irregularity in classification proceedings shall not be a defense to any prosecution under this article so long as the owner of the dog received actual notice of the classification and did not pursue a civil remedy for the correction of the irregularity.

Sec. 12-1012. - Cruelty to animals.

(a) *Cruelty:*

- (1) It shall be unlawful and a violation of this chapter for any person, either by commission or omission, to:
  - a. Knowingly abandon, knowingly or willingly permit the abandonment of, or aid in the abandonment of any domesticated animal.
  - b. Willfully and maliciously kill, abuse, maim, or disfigure any animal.

- c. Maliciously administer poison to any animal or expose any poisonous substance with intent that the same shall be taken and swallowed by any animal.
- d. Overdrive, overload, overwork, torture, beat, mutilate, carry or confine in a vehicle in an inhumane manner, or otherwise mistreat, any animal.
- e. Fail to provide any animal with proper and wholesome quantities and qualities of food and veterinary care.
- f. Fail to provide any animal with access to good and wholesome fresh water.
- g. Fail to provide any animal with access to shelter adequate to protect it from all types of weather twenty-four (24) hours daily.
- h. Build, make, maintain, or keep a pit on premises owned by him or occupied by him, or allow a pit to be built, made, maintained, or kept on such premises for the purpose of an exhibition of animal fighting.
- i. In any manner encourage, instigate, promote or assist in an exhibition of animal fighting.
- j. Allow an animal to be kept in unsanitary conditions.
- k. Keep or confine an animal in other than a humane manner or in any other manner inconsistent with Sec. 12-1005 of this Chapter.

(b) *Dogs:*

- (1) No person shall perform a cruel act of any dog, nor shall any person harm, maim or kill any dog, or attempt to do so, except that a person may:
  - a. Defend his or her person or property, or the person or property of another, from injury or damage being caused by a dog; or
  - b. Kill any dog causing injury or damage to any livestock, poultry, or pet animal.

- (c) *Injured animals:* The animal control director or his authorized representative shall have authority to humanely dispose of animals which are injured and lying in the public streets or public ways of Spalding County, or to seek proper veterinary care for such animals, whenever it shall appear that said animal is injured and is suffering great pain, and such animal does not bear a tag identifying the owner and no determination as to the owner of said animal can be made with reasonable inquiry or investigation. If veterinary care is required and the animal's owner can be determined, said owner shall be responsible for all costs of such veterinary care.

Sec. 12-1013. - Animals/fowl as prizes forbidden.

It shall be unlawful to offer as a prize or give away any live animal/fowl in any contest, raffle or lottery or as enticement for fund raising or for entry into any place of business.

Sec. 12-1014. - Animal establishments.

(a) *License required:*



- (1) No person shall operate an animal establishment without first obtaining a business license in compliance with the Spalding County Licensing and Regulation Ordinance, nor shall any person operate an animal establishment in a manner in violation of any provision of this chapter.
- (2) Licenses or permits shall be issued pursuant to provisions of the Licensing and Regulation Ordinance.
- (3) Every facility regulated by this section shall be considered a separate enterprise, requiring a separate license (e.g., two (2) kennels at different locations but owned by the same person shall be considered as two (2) animal establishments).
- (4) The animal control director shall be notified of all licenses for animal establishments issued by the licensing department.

(b) *Revocation of licenses:*

- (1) The animal control director may request or recommend to the licensing department the revocation of any permit or license if the person holding such permit or license refuses or fails to comply with this chapter, or any other law or regulation governing the protection and keeping of animals, including refusal to allow inspection of the animal establishment as provided herein.
- (2) Whenever a license or permit is revoked for cause, or pending any proceedings to contest such action, the animal control director shall have the power of entry to inspect all premises where the animals are being kept and shall notify the owner in writing as to the period of time that reasonably shall be allowed for removal of animals from such premises and shall state the specific reasons for revocation. In the event any such owner shall fail to remove such animals as directed, the animal control director may impound such animals pursuant to the impoundment provisions of this chapter.

(c) *Compliance with code:*

- (1) An animal establishment shall not sell, trade, or give away any dog or cat over three (3) months of age unless the dog or cat has been vaccinated as required by this chapter.
- (2) The animal control director shall be permitted to inspect any animal establishment and all animals and the premises where such animals are kept, at any reasonable time during normal business hours to ensure compliance with all provisions of this chapter.

(d) *Standard for kennels:* All kennels shall, in addition to the other requirements of this chapter, comply with the minimum standards of this section. Failure to meet these standards shall be grounds for denial of a license or revocation of a license. Standards for kennels are as follows:

- (1) Enclosures must be provided which shall allow adequate protection against weather extremes. Floors of buildings, indoor runs, and walls shall be of an impervious material to permit proper cleaning and disinfecting.

- (2) Building temperature shall be maintained at a humane level. Adequate ventilation shall be maintained.
  - (3) Each animal shall have sufficient space to stand up, lie down, and turn around without touching the sides or top of cages. In shared kennels, a minimum space of four (4) feet by four (4) feet for each dog shall be required.
  - (4) Cages are to be of material and construction that permit cleaning and sanitizing.
  - (5) Indoor cage floors shall be of concrete.
  - (6) All animal quarters and runs are to be kept clean, dry, and in a sanitary condition.
  - (7) The food shall be free from contamination, and shall be wholesome, palatable, and of sufficient quantity and nutritive value to meet the normal daily requirements for the condition and size of the animal.
  - (8) All animals shall have fresh water available.
- (e) *Standards for pet shops:* All pet shops, including pet shops operated in conjunction with another holding facility, shall in addition to the other requirements of this chapter comply with the minimum standards of this section. Failure to meet these standards shall be ground for denial of a license or revocation of a license. Standards for pet shops are as follows:
- (1) *Water:* There shall be available hot water of sufficient temperature for washing cages and disinfecting, and cold water easily accessible to all parts of the shop. Fresh water for consumption shall be available to all spaces of animals. Containers are to be cleaned and disinfected each day.
  - (2) *Room temperature:* The room temperature of the shop shall be maintained at a level that is reasonable for every species of animal kept in the shop.
  - (3) *Cages and enclosures:* All cages and enclosures shall be constructed of a nonporous material for easy cleaning and disinfecting. Each cage shall be of sufficient size that the animal will have room to stand, turn, and stretch out to such animal's full extended length.

Sec. 12-1015. - Impoundment.

- (a) *Animals subject to impoundment:* The following animals shall be subject to immediate impoundment and confinement by the animal control director, his designated representatives, or any law enforcement officer in Spalding County:
- (1) Abandoned animals.
  - (2) Abused animals.
  - (3) Any animal which is a public nuisance as defined in this chapter.
  - (4) Any wild and exotic animal kept in violation of this chapter.
  - (5) Dogs or cats less than three (3) months of age running at large.
  - (6) Dogs or cats of any age which do not have tags evidencing rabies vaccinations, as required herein.

- (7) Animals running at large in any restraint district, as designated by the board of commissioners, or by this chapter.
- (8) Livestock running at large.
- (9) Female animals in heat running at large.
- (10) Guard dogs not kept in proper enclosure.
- (11) Dangerous dogs or vicious dogs, as classified by the dog control officer, running at large or otherwise in violation of provisions herein.
- (12) Potentially dangerous or vicious dogs, which are under investigation by the dog control officer according to this chapter and awaiting classification, running at large, or otherwise in violation of provisions herein.
- (13) Animals from an animal establishment not complying with the provisions of this chapter.
- (14) Any animals running at large on the grounds of any school in Spalding County.
- (15) Terminally diseased animals which pose a threat to the human or animal population.
- (16) Any animal in violation of any of the provisions of this chapter, or in violation of the rules and regulations of the county health department relating to animals and/or rabies.

An animal control officer or law enforcement officer may follow an animal that has been seen by said officer in violation of this chapter onto private property to capture and impound said animal. No injunction, action, or claim for damages may be brought against the animal control department or its officers, agents or employees, or against the county with respect to actions herein contemplated.

- (b) Any person may take into custody any animal running at large in violation of this chapter and place with Spalding County Animal Control.
- (c) Any person who takes into custody an animal running at large in violation of this chapter shall deliver such animal to the animal shelter without fee or charge. Once in the custody of the animal shelter, the shelter shall hold and dispose of such animal in the same manner as though such animal had been running at large and impounded by officers of Spalding County Animal Control.
- (d) *Notice to owners of impounded animals:*
  - (1) Upon impounding any dog or other animal, the director or his authorized representative shall cause to be made a prompt and reasonable effort to locate the animal's owner, possessor, or custodian.
  - (2) If the dog or other animal is not claimed by the owner, possessor or custodian thereof within (3) working days from the date of impoundment, then it shall be the duty of the director or his authorized representative to allow for the adoption of the animal. After a total period of five (5) working days from the date of impoundment, Spalding County Animal Control may provide for

humane destruction of the dog or other animal in accordance with the provisions of this chapter.

- a. Any dog or animal that is adopted shall be sterilized by a licensed veterinarian within thirty (30) days after acquisition of such animal in the case of an adult animal or within thirty (30) days of the sexual maturing of an animal in the case of an immature animal. For the purposes of this section, the term "sexual maturity" shall mean an animal that has attained the age of one hundred eighty (180) days or more.
  - b. All costs of sterilization pursuant to this section shall be the responsibility of the person acquiring such animal.
  - c. Any person acquiring an animal from the Spalding County animal shelter shall submit to the animal shelter a signed statement from a licensed veterinarian performing the sterilization required by subparagraph a. above within seven (7) days of such sterilization attesting that such sterilization has been performed.
  - d. Any person who shall violate any provision of subparagraph (d)(2) and its subparts shall be guilty of a misdemeanor and shall be subject to a fine not to exceed two hundred dollars (\$200.00).
- (3) If the impounded dog is a dangerous dog or vicious dog, as defined and classified herein, said dog shall be returned to its owner as provided in this chapter, or shall be destroyed as provided in this chapter. A dangerous dog or vicious dog, as defined and classified herein, shall not be eligible for adoption to any person, and may be reclaimed only by its owner; provided, however, that such reclaim must be made within twenty (20) calendar days from the date of impoundment.
- (4) In addition, if the animal other than a dangerous dog or vicious dog or other animal is not claimed as provided for herein, the director or his authorized representative, in his sole discretion, and after he has satisfied himself that the dog or other animal is in good health, may offer the animal other than a dangerous dog or vicious dog or other animal for adoption to any person after the notification of impoundment required herein has been given.
- (5) Any animal not reclaimed or adopted within five (5) working days from the date of impoundment may be destroyed in a humane manner.
- Provided, however, that any animal impounded which the director reasonably believes has sustained or suffers from injury or disease which likely will result in maiming, prolonged or severe suffering, or death, may be humanely destroyed immediately and without the waiting period for reclamation or adoption as provided herein. In such instance, the director shall make record of such injury or disease and shall notify the owner of such animal, if known. The director may, in his discretion, order examination of such animal by a licensed veterinarian.
- (6) In no event shall any animal be redeemed by its lawful owner, possessor or custodian until those fees established for boarding the animal, and for

inoculation, as necessary, are paid; and no animal shall be adopted until those fees established for such adoption are paid.

- (7) If for any reason as hereinabove described any animal is impounded, or if any owner, possessor or custodian of any animal violates any of the duties imposed by this chapter as hereinabove described, in addition to the penalties imposed by this chapter such owner, possessor or custodian shall be conclusively presumed to have given his or her consent to the adoption of the impounded animal or has given his or her consent to dispose of the animal in an humane fashion in accordance with the rules and regulations of the animal control advisory board or county board of health and this chapter and the laws of Georgia unless the animal has been claimed by its lawful owner, possessor or custodian in accordance with the terms of this section.

In the event that the owner of any animal is conclusively presumed to have given his or her consent to the adoption of the impounded animal as set out above, then and in such event, there is no waiting period to allow the adoption of the animal and the adoption may take place immediately.

- (8) Any animal confined for suspicion of rabies and any dangerous dog or vicious dog, which has bitten a person or another animal, shall be kept confined for a period of time as prescribed by the Spalding County health department, but in no event, shall such time be less than ten (10) days. Disposal of such animal shall be in accordance with the rules and regulations of the health department.
- (9) Any animal deemed by the animal control officer as being an animal which has dangerous propensities or because of the breed is likely to be used for illegal activities may not be permitted to be adopted. This decision shall be based on the sole discretion of the animal control director. Moreover, the animal control director may refuse to allow the adoption of any animal, if in the sole discretion of the animal control director, it would not be in the best interest of the animal or the general public to allow said adoption.
- (10) In the event a dog or animal is surrendered by the owner, possessor or custodian thereof, the animal control director shall not be required to wait any required length of time prior to providing for the humane destruction of the dog or other animal. Under such circumstances, the animal control director is not required to retain the dog or animal to allow for its adoption.
- (c) *Use of animals for research prohibited:* Under no circumstances shall any animal not claimed or adopted as provided herein be sold, given, donated, or acquired, directly or indirectly to, for, or by any public or private institution, or to any officer, agent, or employee thereof, for the purpose of experimentation or biomedical research.

Sec. 12-1016. - Fee schedule and miscellaneous regulations.

- (a) Fees collected by the director shall be adopted from time to time by the board of commissioners and kept on file with the animal control director. All fees collected shall be paid over to the county treasury on a weekly basis.

(b) Fees:

- (1) For animals reclaimed by an owner, possessor or custodian:
  - a. Impoundment fee, non-livestock with verification of rabies shot: Twenty dollars (\$20.00); with no verification of rabies shot: Thirty dollars (\$30.00).
  - b. Impoundment fee, livestock: seventy-five dollars (\$75.00).
  - c. Board fee, non-livestock: ten dollars (\$10.00) per day.
  - d. Board fee, livestock: twenty dollars (\$20.00) per day.
- (2) For adoptions by persons other than the owner, possessor or custodian.
  - a. There shall be a thirty-five dollar (\$35.00) fee to adopt any animal.
  - b. Wild and exotic animals shall not be adopted.
  - c. Livestock shall be disposed of pursuant to Georgia law at the direction of and by order of the Sheriff of Spalding County.
  - d. Dogs classified as dangerous dogs and vicious dogs and dogs currently under investigation for classification as a dangerous or vicious dog shall not be adopted.
  - e. All dogs or cats shall receive a rabies vaccination prior to the adoption and the adopting person shall pay for the rabies vaccination.
  - f. All dogs or cats that are a minimum of ten (10) weeks of age and/or weigh at least two (2) pounds shall be spayed or neutered prior to adoption. For animals under the age of ten (10) weeks and/or under two (2) pounds, proof that the animal has been spayed or neutered shall be provided to the animal shelter before the animal is six (6) months old by the adopting individual.
  - g. Prior to adoption, the fees approved by the board of commissioners shall be charged and paid by the adopting party to the veterinary clinic designated by the board of county commissioners.
  - h. The foregoing requirements as set out in subparagraphs (a) through (e) above do not apply to any personal entity holding a rescue organization license. Nor would the subparagraphs apply to an owner reclaiming their own animal.
  - i. The foregoing fees will include a rabies vaccination for all animals that are twelve (12) weeks of age or older.
- (3) Rabies suspect fees:
  - a. No impoundment fee if owner brings animal to shelter.
  - b. If animal is seized, impoundment fee is twenty-five dollars (\$25.00).
  - c. Board fee: fifteen-dollars (\$15.00) per day.
- (4) Any other fees deemed necessary or which are incurred while the animal(s) are in custody of the animal control department can or shall be assessed in addition

to the impoundment and/or adoption fees. Provided, however, that if such animal is adopted by a group or entity which is non-commercial in nature and is licensed by the State of Georgia, or other appropriate government authority, to rescue and/or rehabilitate animals then said impoundment and/or boarding fees shall not apply, but the cost of rabies tags shall be paid.

Groups or entities that desire to have the aforementioned impoundment and/or adoption fees waived shall make written application with the animal control department requesting the waiver of fees. This application shall consist of a cover letter containing the request and a copy of the relevant licensing obtained by the group or entity. The county manager, or designee, shall have authority to determine the validity of requests made under these provisions and shall further have the authority to deny requests made by groups or entities that lack the appropriate licensing.

If said adoption is to be made by the animal's owner or immediate previous owner, the fees listed hereinbefore shall apply.

- (5) All fees related to impoundment, boarding, adoption, or reclaiming, and rabies license tags, shall be in addition to any fines or penalties imposed for violations of this chapter.
  - (6) Any owner of any animal who delivers their animal to the Spalding County Animal Shelter to surrender it shall be charged a fee of one hundred dollars (\$100.00) per animal. If an owner of an animal shall contact the Spalding County Animal Shelter and request that the department come and secure their animal that he desires to surrender, then the owner shall pay a fee of twenty-five dollars (\$25.00) as a trip fee and an additional one hundred dollars (\$100.00) per animal that is transported by Spalding County.
  - (7) Any person who shall surrender any stray animal to the Spalding County Animal Shelter shall be charged no fee for the surrender.
- (c) *Sterilization requirement (Effective March 1, 2016).* Any person owning, keeping, harboring, or having custody of any dog or cats six (6) months of age or older is required to have said animal surgically sterilized, except that this ordinance shall not apply to:
- (1) Individuals who are nonresidents of Spalding County and reside temporarily in Spalding County for a period not to exceed sixty (60) days within a twelve-month period;
  - (2) Lawful humane societies/animal shelters licensed by the Georgia Department of Agriculture whose principal purpose is to secure the adoption of animals or offering sanctuary for dogs and cats. Nevertheless, such organizations must comply with the mandatory sterilization requirements applicable to animal shelters and rescue organizations pursuant to the regulations of the Georgia Department of Agriculture, O.C.G.A. § 40-13-13 et seq., the Georgia Animal Protection Act, O.C.G.A. § 4-11-1 et seq., and other applicable laws;
  - (3) Veterinary hospitals;



- (4) Persons who own, keep, harbor, or have custody of registered service dogs or working police dogs;
- (5) Persons who own, keep or have custody of actively competitive or retired show dogs or cats. To qualify for this exemption, the dog or cat must be of a breed recognized by and registered with the American Kennel Club (AKC), United Kennel Club (UKC), American Dog Breeders Association (ADBA) or Cat Fanciers Association (CFA), and meets one (1) of the following requirements:
  - a. The dog or cat has competed in at least one show or sporting competition sanctioned by a bonafide nationally registry within the past three hundred sixty-five (365) days. Written confirmation by the sponsor that the dog or cat has competed is necessary to satisfy this requirement.
  - b. The dog has earned conformation, obedience, agility, carting, herding, hunting, protection, rally, sporting, working or other titles from a pure bred dog registry, as referenced above and confirmed in writing by the organization.
  - c. The dog or cat is registered with a bonafide pure bred dog breed club or cat fanciers association, which maintains and enforces a code of ethics restricting breeding dogs or cats with genetic defects and life threatening health problems that commonly threaten the breed and confirmed in writing by the organization.
  - d. The owner of the animal signs a statement under oath attesting that the dog or cat is being trained to comply with and qualify for the exemption set out subsections a. or b. above.
- (6) Persons who own, keep, or have custody of a dog or cat and who are in possession of a written certification provided by a licensed veterinarian stating that the animal has a serious health condition which renders the animal unfit to undergo the required surgical procedure.
- (7) Persons who are Georgia State Department of Agriculture licensed breeders.
- (8) This ordinance shall become effective March 1, 2016.

Sec. 12-1017. - Violations and enforcement.

(a) *Violations:*

- (1) Except as otherwise provided by this Chapter and by Georgia law any person who shall do anything prohibited by this chapter as it now exists or as it may hereafter be amended, or who shall fail to do anything required by this chapter as it now exists or as it may hereafter be amended, is hereby declared to be in violation of this chapter and the pertinent regulations or county ordinances herein set forth.
- (2) Each and every day that any such violation exists shall be deemed a separate offense.
- (3) Any such violation, upon conviction thereof, as prescribed by the laws of Georgia, shall be punishable by a fine or imprisonment, or both, not to exceed

the maximum fine or the maximum imprisonment, or both, as prescribed by the pertinent laws of Georgia and as more particularly set out in section 1-1007 of this Code, which such section is incorporated herein and made a part hereof by reference.

Any person who shall fail to have their dog or cat vaccinated against rabies shall be fined fifty dollars (\$50.00) for the first offense, one hundred fifty dollars (\$150.00) for the second offense and two hundred fifty dollars (\$250.00) for the third offense. For the purposes of this chapter, each time that a person either pleads guilty or is found guilty of failing to have their dog or cat vaccinated shall be considered as one offense.

- (4) The imposition of any such fine, imprisonment, or both, for any violation shall not excuse the violation or permit it to continue; and all such violators shall be required to correct or remedy such violations or defects within the time as prescribed by the court having jurisdiction of such matter, and in the absence of any such completion time being fixed by the court, within a reasonable time after such violations occur.
- (5) The application of any fine, imprisonment or other penalty shall not be construed to prevent the enforced removal of prohibited conditions or to postpone any action required.
- (6) The remedies herein set out for the purpose of enforcing the provisions of this chapter shall not be deemed to be exclusive, but shall be cumulative of all other remedies, civil or criminal, provided by the laws of Georgia, or by the ordinances of Spalding County.

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Approved on first reading this fifteenth day of May, 2017.

Approved on second reading this fifth day of June, 2017.

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Bart Miller, Chairman

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William P. Wilson, Jr. County Clerk



**SPALDING COUNTY BOARD OF COMMISSIONERS**  
**Set Meeting Dates for Public Input - T-SPLOST**

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**Requesting Agency**

County Clerk

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**Requested Action**

Establish dates for public input/hearings/listening sessions for the possible implementation of a T-SPLOST.

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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:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
<input type="checkbox"/> T-SPLOST Referendum Schedule	5/3/2017	Backup Material

**November 7, 2017 Referendum Schedule  
(Spalding County T- SPLOST 2017)**

<b><u>Date</u></b>	<b><u>Event</u></b>
No later than Friday, June 30, 2017	Board of Commissioners delivers to governing authorities of Municipalities in the County written notice of meeting with the Board of Commissioners to discuss the implementation of the transportation sales tax as required by O.C.G.A. 48-8-262 (a). Notice must be given no fewer than 10 days prior to date of meeting.
No later than Wednesday, July 12, 2017	Board of Commissioners meets with governing authorities of Municipalities in the County. This meeting must be held at least 30 days prior to the date the Board of Commissioners adopts the resolution described below calling the election. See O.C.G.A. Section 48-8-262(a).
No later than Friday, August 8, 2017	Board of Commissioners adopts resolution calling election. Board of Elections must also meet and concur in calling the election.
Monday, August 11, 2017	Deadline to submit ballot question to ballot builders (Kennesaw State University)
Week of October 2, 2017	Publication of Notice of Election
Week of October 9, 2017	Publication of Notice of Election
Week of October 16, 2017	Publication of Notice of Election
Week of October 23, 2017	Publication of Notice of Election
Week of October 30, 2017	Publication of Notice of Election
Tuesday, November 7, 2017	Election
Wednesday, November 8, 2017	Consolidation of election returns by election managers  Adoption of resolution declaring election results by County Board of Elections and Board of Commissioners
Monday, November 13, 2017	Execution of final certification of result of election by County Board of Elections (must be at least five days after consolidation of election returns)