

Agenda

Board of Commissioners of Spalding County Regular Meeting June 5, 2017 6:00 PM Room 108, Spalding County Annex

I. OPENING (CALL TO ORDER)

II. INVOCATION

III. PLEDGE TO FLAG

IV. PRESENTATIONS/PROCLAMATIONS

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

V. PRESENTATIONS OF FINANCIAL STATEMENTS

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 Special Called Meeting on May 15, 2017, the Spalding County Board of Commissioners Extraordinary Session on May 15, 2017 and the Spalding County Zoning Public Hearing Meeting on May 25, 2017..

VIII. CONSENT AGENDA -

1. Consider approval on second 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.
2. Consider approval on second reading Application #17-02Z: James William Campbell, Jr. and Mandy Latishia Campbell, Owners - 4129 Highway 19/41 (0.46 acre located in Land Lot 108 of the 3rd Land District) - requesting a rezoning from C-1, Highway Commercial, to C-1B, Heavy Commercial.

IX. OLD BUSINESS -

X. PUBLIC HEARING -

1. Conduct Public Hearing to receive Public Comment on proposed FY 2018 Budget
2. Conduct public hearing to consider the establishment of street light district for Sun City Peachtree - Pod 37C.

XI. NEW BUSINESS -

1. Consider approval of street light district for Sun City Peachtree - Pod 37C
2. Consider request for amplification permit from Melinda Gomez for wedding to be held at 1039 Vineyard Road on June 17, 2017 from 4:00 p.m. to 8:00 p.m.
3. Consider request for amplification permit from Pedro Robles who will be hosting his son's wedding

celebration at 1646 Teamon Road on June 17, 2017 from 5:00 p.m. to 11:00 p.m.

4. Consider request for amplification permit from Oak Hill Baptist Church for their annual Freedom Fest Celebration and Festival at 100 Lakeside Road, Williamson, GA on Sunday, June 25, 2017 from 6:00 p.m. to 9:30 p.m.
5. Consider request for amplification permit from Cornilia Braswell who will be hosting a family gathering at 818 North Pomona Road, Griffin, GA on June 10, 2017 from 3:00 p.m. to 8:00 p.m.
6. Consider authorizing Chairman to execute subgrantee agreement with Georgia Criminal Justice Coordinating Council for funding of the Accountability Court for FY 2018.
7. Consider approval of an Amendment to the 401(a) Defined Contribution Plan to increase the employer matching contribution from 2% to 3% effective July 1, 2017.
8. Consider bids for the Fairmont Community Center HVAC System.
9. Consider approval of a contract with Wilburn Engineering, LLC for traffic signal maintenance services.
10. Consider approval of a contract with Three Rivers Regional Commission for the FY 2018 Public Transportation Program.
11. Consider approval of a Cooperative Working Agreement between Two Rivers RC&D Council, Inc. and the Spalding County Board of Commissioners to provide equipment to stripe roadways in the County.
12. Consider approval of contract with the State of Georgia, Department of Human Resources for Spalding County to provide Janitorial Services for the Department of Family and Children Services Offices located at 411 East Solomon Street, Griffin, Georgia.
13. Consider adoption of resolution authorizing declaration of taking for permanent and temporary easement rights, including the right of immediate possession for construction on Right Of Way for the North Hill Street at Northside Drive and Tuskegee Avenue intersection improvements and bridge projects.
14. Consider a Resolution to acquire property from the State Property Commission.
15. Consider request to declare surplus 60.52 acres off Hollonville Road.
16. Consider cancellation of the July 3rd, 2017 Board of Commissioner's meeting due to observance of the Independence Day holiday.
17. Consider a Resolution to submit an application for consideration to the Atlanta Regional Commission to fund the relocation of SR155 from Jackson Road down CR498/McDonough Road to SR16 Corridor and reroute truck traffic from the historic downtown district of the City of Griffin.
18. Consider a Resolution to submit an application for consideration to the Atlanta Regional Commission to fund a study of transportation connectivity, traffic operations and safety, critical intersection identification and assessment, traffic/crash data related to freight movement in Spalding County.

XII. REPORT OF COUNTY MANAGER

XIII. REPORT OF COMMISSIONERS

XIV. CLOSED SESSION

XV. ADJOURNMENT



SPALDING COUNTY BOARD OF COMMISSIONERS

Update On Pickleball Complex

Requesting Agency

County Manager

Requested Action

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

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION



SPALDING COUNTY BOARD OF COMMISSIONERS Approval of Minutes

Requesting Agency

County Clerk

Requested Action

Consider approval of minutes for the Spalding County Board of Commissioners Special Called Meeting on May 15, 2017, the Spalding County Board of Commissioners Extraordinary Session on May 15, 2017 and the Spalding County Zoning Public Hearing Meeting on May 25, 2017..

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"/> 2017-5-15 BOC Special Called Meeting Minutes	5/22/2017	Backup Material
<input type="checkbox"/> 2017-5-15 BOC Extraordinary Session Meeting Minutes	5/22/2017	Backup Material
<input type="checkbox"/> 2017-5-25 BOC Zoning Public Hearing Meeting Minutes	6/5/2017	Backup Material

MINUTES

The Spalding County Board of Commissioners held a Special Called Meeting in Room 108 in the Courthouse Annex, Monday, May 15, 2017, beginning at 10:00 a.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 Zoning Attorney, Newton-Galloway, County Zoning Attorney, Steven Jones, Community Development Director, Chad Jacobs and Executive Secretary, Kathy Gibson to record the minutes.

I. Call To Order by Chairman Bart Miller.

Invocation led by Commissioner Rita Johnson.

Pledge to Flag led by Commissioner Gwen Flowers-Taylor.

II. Agenda Items:

1. Discussion of consultants reports with regard to Full Blown Firearms compliance with Special Exception conditions and Home Occupation Regulations.

Newton Galloway, Zoning Attorney stated that the purpose of the meeting is to provide the Board with a report of the inspection that was conducted at Full Blown Firearms on North Rover Road. He then introduced Dick Peddicord of Dick Peddicord & Company Inc. and Jack Giordano of Kramer One, Inc. who were present via Skype.

The Board of Commissioners requested that the Community Development Department retain Mr. Peddicord and Mr. Giordano to assess whether the operation of Full Blown Firearms is in compliance with the conditions the Board imposed on its operation back in 2015. That inspection was conducted on March 31, 2017.

Mr. Galloway then turned the meeting over to Steven Jones who gave the background on how the consultants were chosen and retained for this inspection and the work that was performed. Mr. Galloway added that following Mr. Jones, Chad Jacobs, Spalding County Community Development Directory would review a staff report that has been prepared based upon the export reports received from the consultants. Mr. Galloway stated that as Mr. Jacobs reviews staffs' report, Mr. Peddicord and Mr. Giordano will be available to answer any questions the Board may have regarding their reports.

Steven Jones stated that Mr. Peddicort and Mr. Giordano were retained by Spalding County to conduct this investigation. One of the conditions imposed at the time the Special Exception was approved was that the business would have to comply with EPA Best Management Practices for lead and outdoor shooting ranges. The EPA developed those BMPs after a paper that was authored by Mr. Peddicort and published by the National Shooting Sports Foundation's on their website. Mr. Jones then turned the podium over to Mr. Peddicord via Skype to discuss how the BMPs were developed and to present an overview of his experience in assessing compliance with those BMPs. He added that he would then introduce Mr. Giordano who will also give an overview of his experience and qualifications in performing the type of analysis that he performed for the County.

Mr. Peddicord then reviewed for the Board his 43 years of experience and his background with the EPA, development of the BMPs and his experience in

assessment and management of environmental risks. He stated that for the last 30 years he has been directly involved with helping shooting ranges operate in an environmentally sound and sustainable way. For the past 15 years shooting ranges have been his exclusive business.

Mr. Peddicord worked with the National Shooting Sports Foundation and assisted in the development and publication of "The Environmental Aspects of Construction and Management of Outdoor Shooting Ranges." This publication deals with rifle, pistol and shotgun ranges and the environmental responsibilities involved in managing these facilities. The EPA used this publication as a basis for their document entitled "Best Management Practices for Lead in Outdoor Shooting Ranges." These two documents form the industry standards for environmental management of outdoor shooting ranges.

Mr. Jones then advised that prior to contacting Mr. Peddicord, they had determined there were very few firms in the continental United States that do the type of work that Kramer One does which is the analysis of shooting ranges to determine their compliance with the NRA Source Book. Based on Mr. Peddicord's recommendation, we contacted and contracted with Kramer One which is an architectural planning firm where Mr. Giordano works.

Mr. Giordano stated that he is the primary safety and health specialist for Kramer One and the travels over the entire country. Mr. Giordano stated that he is a retired law enforcement officer. He stated that he spent 14 years in the fire arms training academy for the Port Authority in New York and during that time the National Rifle Association contacted him and asked him to join their Range Technical Team which was developed in 1991. The Range Technical Team consisted of a group of individuals who resided throughout the Country who had experience in firearms safety and shooting ranges who would be able to assist ranges in their development to make sure they are operating in a safe manner.

Mr. Giordano stated that he worked as a Range Technical Team advisor from 1991 until 2012 when he retired. At one time he was the Range Technical Team Supervisor and was responsible for Technical Teams in 20 states. Mr. Giordano stated that Kramer One is an Architectural Design firm that designs shooting ranges and has designed shooting ranges in 28 states and the primary work the he does is health and safety related.

Chad Jacobs, Community Development Director, then began his review of staff findings and recommendations with regard to the home occupation conditions imposed at the time of the Special Exception Application and the Home Occupations Requirements as set forth in the Unified Development Ordinance of Spalding County.

Mr. Jacobs then reviewed the staff report:

The following Staff Report constitutes Staff's findings of fact in reference to complaints received by the County regarding the operation of Full Blown Firearms ('FBF') and the approved Special Exception for a Home Occupation, General for the operation of a shooting range and training facility at 475 North Rover Road, Williamson, Spalding County, Georgia. The Special Exception was approved by the Board of Commissioners ("BOC") on February 26, 2015 with conditions. (Special Exception Application 14-07S/Bradley D. Ward and Lisa A. Ward). Staff has reviewed each condition imposed on the development and operation of FBF as well as compliance of FBF with the home occupation requirements set forth in the Unified Development Ordinance ("UDO"). Staff's findings regarding FBF's compliance with each are set out below.

Staff's findings are based on the following:

- a. A Request for Information sent to FBF via email on March 24, 2017, with response received on April 10, 2017;
- b. A Request for Information sent to a representative of the neighborhood via email on March 24, 2017, with response received on April 10, 2017;
- c. An inspection report prepared by Kramer One, based on a site inspection conducted on March 31, 2017;
- d. An inspection report prepared by Dick Peddicord & Company ("Peddicord"), based on a site inspection conducted on March 31, 2017;
- e. Staff's information and investigation resulting from its knowledge and information regarding the Special Exception developed since the date of filing of the initial Special Exception application, as well as its review of home occupation criteria (including signage) pursuant to Section 202(LL') and other applicable provisions of the of the UDO.

I. Conditions of Approval of Special Exception Application 14-07S

Though "[t]he NRA Range Source Book is NOT a code book or certification standard, but rather a publication listing general suggestions," its provisions govern the operation of FBF (where applicable) because BOC's approval of the Special Exception was expressly conditioned on the NRA guidelines.

(1) Proof of either:

- a. **Completion of the NRA "Range Development and Operations Course;" or**
- b. **Ownership of the NRA "Sourcebook;" and**
- c. **Knowledge of NRA "Sourcebook" contents and guidelines;**

FBF possesses a copy of the NRA "Sourcebook" per Exhibit B of their response to Staff's Request for Information. FBF is therefore compliant with this condition.

(2) Compliance with industry, NSSF or NRA, design standards for outdoor shooting ranges, including but not limited to the following:

- a. **A ballistic background that extends for a sufficient distance past the end of the range to ensure that rounds that miss the backstop do not pose a danger to any other person or property;**

FBF does not have a ballistic background that extends for a sufficient distance past the end of the range to ensure that rounds which miss the backstop do not pose a danger to any other persons or property. FBF does not own or control sufficient property to provide a ballistic background extending a sufficient distance passed the end of the range to ensure that rounds that miss the backstop do not pose a danger to any other person or property. There is evidence of uncontrolled shooting on the west property boundary. The bullet impacts are 10-15 feet above ground level. This also raises the question of trespass by the missed rounds. Many ranges do not have sufficient property to provide a ballistic background, and a back stop of sufficient height can suffice. To this condition, Staff finds that FBF is non-compliant. Staff's finding is based on the Kramer One report, pp. 6-10.

Mr. Giordano stated that the only comment he would like to add is the ballistic background is usually referenced as the surface danger zone. Full Blown Firearms does not have the surface danger zone; however, he must add in fairness to the range, that most ranges in this country do not have surface danger zones. They depend on the back stops to stop the bullets. They have to depend on engineering

controls and administrative controls to stop the bullets from leaving the property.

Mr. Giordano stated that the NRA recommendation for a backstop is <20'. He further stated that Full Blown Firearms has intermediate impact areas or intermediate backstops; one at 25 yards, one at 50 yards and one at 100 yards. The primary backstop being utilized is a natural area of terrain that is beyond the 100 yard backstop and the property does not belong to the owner of Full Blown Firearms. Mr. Giordano stated that he was not aware if Full Blown Firearms has permission from the owner of the property to use that property as a back stop; however, if he does have permission of the owner to utilize that property as a backstop that would be within the guidelines of the Source Book.

b. A backstop or berm constructed to industry standards;

Backstops being utilized are not consistent with NRA suggested guidelines and practices. Staff's finding is based on the Kramer One report, pp. 6-10.

Mr. Giordano stated that the backstops that are on the rifle range would be considered intermediate backstops and as intermediate backstops they would fit the general guidance of the National Rifle Association's Source Book; however, when you have intermediate backstops you need a primary back stop which would also have to meet the standard or the suggestion of 20' high.

Mr. Giordano stated that as he mentioned before, the owner is depending on the natural terrain that is beyond his property line for a primary backstop. He reiterated that unless he has permission from the owners of the two pieces of property serving as the backstop and he had the ability to limit the access to that property during the hours of operation it would not fall within the guidelines of the National Rifle Association.

Mr. Giordano added that on the pistol range there is a backstop that ranges in height from 10' high to approximately 20' high and in order for that backstop to fall within the guidelines of the National Rifle Association Range Source Book the entire backstop would have to be 20' high.

Mr. Jacobs stated that Mr. Ward through his attorney had expressed concerns that they have with respect to the findings and the interpretations and these documents have been forwarded to the Board.

c. Side berms constructed to industry standards;

There is no side berm on the right side (north side) of the rifle range, which in Kramer One's opinion is not consistent with NRA suggested guidelines and practices. Staff's finding is based on the Kramer One report, pp. 10-12.

Mr. Giordano stated that he is basing his opinion on a statement contained in the National Rifle Association Range Source Book that says: "with regard to side berms, the NRA Range Source Book states 'side berms are necessary near residential areas or in areas not large enough except hilly or mountainous areas'". This points out that in residential areas side berms are necessary. The location of Full Blown Firearms is in a residential area.

d. Sufficient fencing to prevent indiscriminate access:

- i. From the ready line to the firing line;**
- ii. From the area between the firing line and the backstop; and**
- iii. To the firing range.**

FBF is compliant with this condition. Staff's finding is based on the Kramer One report, pp. 16 – 18.

- e. Adequate sound abatement, either natural vegetation or artificial structures, to ensure the surrounding properties and residence are not unreasonably hindered from enjoying the use of those properties;**

FBF appears to be compliant with this condition. The berm as a sound abatement device is consistent with suggested guidelines. The baffle is also consistent with sound abatement guidelines. Detailed information is found in the Kramer One report, pp. 13 and 14.

Mr. Giordano stated that there is never any guarantee that the neighbors are not going to be disturbed by the sound of gunfire no matter what type of sound abatement devices a range operator may have in place. The National Rifle Association, based on studies that were done by the EPA states in their Source Book that if you have residences located in a ½ mile radius of the range, you are more likely to have complaints regarding sound.

- f. A safety area where customers can handle their unloaded firearms unsupervised;**

FBF is compliant with this condition. Staff's finding is based on the Kramer One report, p. 15.

Mr. Giordano stated that it is not really a good idea and it typically is not allowed where people will be permitted to handle a loaded firearm on a shooting range other than on the firing line. He advised that both stations appear to be more of a reload and unloading station where if people carry their firearm loaded to the range, and a lot of people do that for personal defense, they will unload their firearm at the unloading station, re-holster their firearm and take it to the firing line and utilize the range in that manner. Typically shooting range operations do not allow people who are using the range to handle firearms any place except on the firing line.

- i. The range must inform customers that no live ammunition is allowed in this area;**

FBF is compliant with this condition. Staff's finding is based on the Kramer One report, p. 15.

- g. Consultation with or review of the range by a professional shooting range designer or equivalent professional; and**

In FBF's response to question 1 of the Request for Information, the designers of the facility were/are Brad Ward, John Joines - NRA Range Development, Cameron Kerr – Southeastern Resource Management, Rich Nable – Atlanta PD Range Director and Randy Pifer – NRA Range Technical Advisor. Staff has not corroborated the involvement of all those mentioned.

- h. Shooting Range/Gun Safety Rules of the NRA shall be posted on the site;**

FBF is compliant with this condition. Staff's finding is based on the Kramer One report, p. 16.

Additional general compliance concerns were referenced in the Kramer One report, but not specifically conditioned above are, as follows:

- Shooters are positioned closer than 10 yards to steel targets, which is not consistent with NRA suggested guidelines and practices. (Kramer One report, p. 21).
- Shooters are positioned closer than 10 yards to an earth backstop, which is not consistent with NRA suggested guidelines and practices. (Kramer One report, p. 21).

Mr. Giordano added that for a shooting range to generally in compliance with following the guidelines and practices within the Source Book guidelines and practices to the degree that Full Blown Firearms has done is pretty commendable. Although they do have some issues with backstop height and side berm standards, they are actually doing pretty well.

- The structure being utilized as a safety baffle on the rifle range is not consistent with NRA suggested guidelines and practices. (Kramer One report, p. 23)

Mr. Giordano stated there are two types of baffle, one is the sound baffle and the other is a safety baffle. A safety baffle is used to contain bullets on a range to a specific area. The baffle that is in place looked relatively new and there were no holes in it; however, it did appear as though the intent may be to utilize it as a safety baffle and the structure does not meet the suggested guidelines as it would not be impenetrable to the types of ammunition being utilized on that range, in fact, any of the firearms being utilized on that range would be capable of firing through that roof structure. Therefore, if it is being utilized as a safety baffle it would not meet the guidelines of the National Rifle Association. If it is being used as a sound containing device then it would meet the guidelines.

- The Range operator may not be consistently following the Standard Operating Procedures requiring Range Safety Officer supervision of all shooting activity, which is not consistent with NRA suggested guidelines and practices. (Kramer One report, p.22)

Mr. Giordano stated that when he had asked Mr. Ward if the shooting range activity was 100% supervised, his answer was that it is supposed to be. He added that it was only him and his wife, but it is supposed to be. He then stated that if the Standard Operating Procedure is that the range will be 100% supervised as the Shooting Range Operator it is your responsibility make sure that this is done.

Mr. Giordano then stated that it was noted that on trees forward of the firing line on the rifle range trees had been shot at approximately 15' or more above the ground surface which appears that someone would have to elevate the muzzle of the firearm relatively high to shoot those trees from the firing line. Any range officer on duty would notice that right away, especially if there is only two or three firing positions on that range. It leads him to believe that there may be situations where the shooting is not being supervised.

Commissioner Ray asked Mr. Giordano if two people would be sufficient to supervise the different locations on the shooting range.

Mr. Jacobs added that the Home Occupation allows for two full time employees who are not residents of the home, so there would be those two employees plus the owners. Mr. Jacobs then restated Commissioner Ray's question as "would 2 to 4 people be a sufficient number to supervise the range as RSOs?"

Mr. Giordano stated that the general answer is "yes" again a lot of range safety issues depend on how the range is operated, one Range Safety Officer could supervise a three position rifle range adequately. When it comes to the pistol range many more people can utilize that range simultaneously and he doesn't know if that occurs, so it would be a matter of operational practice or administrative practice and control to insure that the supervision and the shooters match.

(3) Compliance with the EPA's "Best Management Practices for Lead at Outdoor Shooting Ranges;"

Pursuant to FBF's response to question 18 of the Request for Information, FBF has a protocol in place regarding Lead Abatement per their Standard Operating Procedures. Therein, those procedures include a section for Control and Containment which lists the following:

1. Bullet containment via earthen berms
2. Prevent migration
 - a. Mulch/compost/organic material. Change/ add as needed. Minimum of once every 12 months.
 - b. Lime
 - Addition every 6 months
 - Rate of 100 lbs. per 1,000 sq. ft.
 - c. Phosphate addition
 - 80 lbs. per 1,000 sq. ft.
 - Normal agricultural fertilizer
 - Twice yearly as filtration plots are planted spring and fall
3. Professional lead reclamation with preferred vendor when financially feasible.
4. Document
 - a. Date of soil testing – test every 24 months
 - b. Date of lime and phosphate addition to soil
 - c. Record of # of shooters per day/month on range

Pursuant to the Peddicord report, soil testing completed on March 31, 2017 indicated the application of lime at the rifle range backstops and in the pistol range backstop based on the pH measurements which are consistent with EPA's Best Management Practices for Lead at Outdoor Shooting Ranges. (Peddicord Report, p. 4, 8-12) It was also noted that efforts to minimize the effects of erosion were also present. (Peddicord Report, p. 4)

The Peddicord report also found some issues of noncompliance with the Best Management Practices for Lead at Outdoor Shooting Ranges. The primary issue is the need for management of lead shot resulting from shotgun activity on both the rifle range and the portion of the property utilized for clay target shooting. (Peddicord report, p. 6) The Peddicord report also references failure to manage lead flakes created by bullet impact from the pistol range which

affects the south side of the property near the pistol range. (Peddicord report, p. 8-9) From the shotgun area, the Peddicord report finds FBF's possible inability to fully manage clay fragments along with lead shot pellets from being deposited on a neighboring property to the north. (Peddicord report, p. 10-12) More detailed information can be found in the Peddicord report. Staff finds that FBF is not compliant with this condition to the extent set forth in the Peddicord report.

Mr. Peddicord stated that the protocols set forth by Full Blown Firearms are concentrated on the pistol and rifle range with no consideration of the shotgun area. Those protocols should apply to any shooting that takes place on the property.

Mr. Peddicord stated that the concern regarding the shotgun area is that clay target fragments and shot may be deposited off of the Full Blown Firearms property and onto the adjacent property to the north. We do have coordinates as to where target fragments and shot were absorbed, but we would need a surveyor to determine the property line as the property line is not clearly marked for the entire property. It is also a consideration that shot will travel generally 700 feet. The spread of the shot charge as it travels down range must be considered in determining whether it is likely the shot will go off of the property.

Shot and target fragments that are off the property raise access issues for managing that shot consistent with environmental protocol. So you have the question of shot and target fragments leaving the property and the associated issue is the environmental protocols, at this point, are not applied to the shotgun area. This can simply be corrected by one sentence in the protocols that states "we now apply these to the shotgun area." The can be applied, but at present are not.

The other issue is that outside of the pistol range, to the south of the pistol range there are a number of flakes of lead which is the kind of thing that happens when a bullet hits the hard targets that are used on the pistol range. How these flakes got outside of the range to the south, he does not know, but they are there in sufficient quantities and they should be managed the same as though they were on the range. The solution would be to find out how those flakes are getting outside of the range and to stop that so that they are contained within the range. Another approach would be to simply apply the environmental protocols to the areas south of the range where the flakes are found.

Mr. Peddicord stated that the items mentioned were the primary items of concern that he observed.

- (4) The above listed conditions and approval of same shall be tied to the current applicant and not transferrable to any future property owners;**

This condition is not applicable at this time.

- (5) If there will be shooting after 9:00 p.m. (and to accommodate law enforcement), notification must be given to Community Development and, if such amplification is addressed in the noise ordinance, then an Amplification Permit will be applied, investigated, voted on and issued prior to the evening shooting;**

In response to question 10 of the Request for Information, three

neighbors stated that shooting takes place after 9:00 p.m. (Neighbor statements are in the electronic data provided by the neighbors.) FBF responded to the same question that no shooting has taken place after 9:00 p.m. (FBF, Response to Question 17). Staff makes no finding due to disputed factual evidence.

(6) The business is to maintain at least a \$2,000,000 liability policy; and

FBF is compliant with this condition. Staff has some concern that the owner of FBF is Aqua Camp Diving Academy, LLC. ("ACDA") The County has requested verification that one or both of owners of 475 N. Rover Road are members of ACDA. In response to question 29 of the Request for Information, FBF identified Mr. Ward as the CEO and the registered agent of ACDA, but not as a member of the LLC.

Commissioner Ray then asked the question if we have evidence that this business has \$2,000,000 in liability insurance.

Mr. Galloway stated that if Brad Ward or Lisa Ward are listed as members of the ACDA then there is not a question. They have consistently reported there is a policy, the problem is in confirming that the people who are insured are members.

(7) No expansion will be allowed to the current range without prior approval of the BOC.

Staff reviewed the information provided with the Special Exception application and a site visit conducted at the time the application was under review. Staff also attended the site visit conducted on March 31, 2017. Staff has determined that the range has been expanded without approval of BOC. The expansion primarily consists of the pistol range area which did not exist at the time the Special Exception was approved. This is confirmed by photographic evidence, comparing photos of the pistol area attached to Application 14-07S to photos of an enlarged pistol area that currently exists. The degree of the expansion could also be in violation Erosion and Sedimentation Control permitting as any land disturbance of one acre or more is subject to first submitting an erosion and sedimentation control plan for approval by the local issuing authority. Once approved, a land disturbance permit would be required. Community Development received no plan for review and did not issue a land disturbance permit for the pistol range expansion.

Mr. Jacobs advised that this concludes the provisions that were issued as conditions for the Special Exception approval for this property.

II. Home Occupation, General – Ordinance Criteria – § 202(LL')

(1) No home occupation shall employ more than two (2) persons who work on the premises but who do not reside in the dwelling located on the premises;

FBF's response to questions 9 and 10 of the Request for Information indicated that it has only one full time employee who does not reside in the dwelling and no part time employees. Based on its response, FBF is compliant with this requirement.

(2) The home occupation must be incidental and subordinate to the residential use of the dwelling and must not change the residential character of the property;

FBF admits that its conducts retail sales on site. (Response to questions 12-13). On site retail sales are generally inconsistent with a Home

Occupation, General. (UDO, Section 202(LL')) The retail sales business component of FBF changes the residential character of the property. Additionally, the expansion of the range to provide more shooting areas which have not been approved by the BOC pursuant to condition 7 brings this issue further into question. This evidence suggests that FBF's operation is no longer incidental or subordinate to the residential character of the property.

The Special Exception approval allowed gunsmithing which is also understood to include the occasional sale of a firearm for services in lieu of payment. But, Special Exception approval never included or even considered as part of the discussion, the retail sales currently taking place at the property which includes new firearms, ammunition and other miscellaneous items for sale. FBF states that 25% of their revenue comes from retail sales. (Response to question 13 of the Request for Information).

(3) No display of products shall be visible from the street;

FBF is compliant with this requirement.

(4) Use of the principal and/or accessory building(s) for the home occupation shall not exceed twenty-five (25) percent of the combined gross floor area of the principal and accessory buildings;

Historically, Home Occupation, General analysis has focused entirely on the size of the residence and accessory dwellings. FBF's range is primarily outside the residence and does not relate to the size of the residence or accessory structures.

(5) No internal or external alterations shall be permitted which would change the fire rating for the structure;

The use of the accessory building as a retail store is possibly in violation of both building codes and life safety codes. The conversion of an accessory building to be accessible by the general public in a retail environment changes its classification under these codes. For example, a public handicap accessible restroom would be required. The Fire Marshal would also have to establish a maximum occupancy of the building. The building would have to be built to commercial standards. None of this has been reviewed or approved.

(6) No continuous unenclosed outside storage of materials or supplies used in connection with the home occupation shall be permitted, provided that this restriction shall not preclude the conduct of minor outside home gardening activities in conjunction with a home occupation;

FBF's firing range and the equipment, such as targets for its operation, are usually stored outside. Application of this requirement is unclear and may be unique to this use.

(7) All parking for the home occupation shall be located on the property and only in the side or rear yards;

FBF's response to question 26 of the Request for Information regarding cars present on the property is that 3 to 5 are present on an average day and 12 to 15 on a busy day. Compliance with this requirement could be difficult based on the busy day information provided given the layout of the property.

(8) Only vehicles designed and used primarily as passenger

vehicles (including pickup trucks) shall be used in connection with home occupations in R-1, R-2, R-4 and R-5 zoning districts.

A semi-truck was seen at FBF on December 27, 2016. (Photo provided by neighbors) No other information is known.

Mr. Jacobs asked if there were any questions with respect to the Home Occupation General Criteria.

Commissioner Flowers-Taylor asked if the parking in the side or rear yards are we saying these yards all the way up to the road or on the side and rear yards for the dwelling.

Mr. Jacobs stated that it would be the side yard as defined in the UDO which is defined as the area to the side of the house. This is to prevent a parking lot that moves out towards the road.

III. Sign Ordinance – Z/O App. E, Article 7 Prohibited Signs

All signs not expressly authorized by this section are prohibited. Such signs include but are not limited to:

(L) Home occupation signs

The property currently displays a flag along with a mail box covering which clearly advertises FBF by business name and a logo. The flag along with the mail box cover are noncompliant with the ordinance.

Mr. Jacobs advised that this concludes the staff report. He stated that Mr. Ward through his attorney's office did provide a statement to the Board that referenced concerns that they have with the consultants' reports. There are also emails that were provided by some of the neighborhood residents that expressed some concerns and they have been forwarded to the Board as well.

Mr. Galloway then advised that the next part is to discuss what happens from here. He thanked Mr. Peddicord and Mr. Giordano for their work on this, for coming down here to do the inspections that we requested and for their thorough and comprehensive reports on the conditions they found. Mr. Galloway reiterated that the instructions that were given to the consultants were to simply assess the conditions and determine whether or not the conditions found are compliant with the conditions that are imposed for the Special Exception and the ordinance. He then stated that he realized that the people on both sides of this problem disagree with their reports. The purpose of this meeting was to have their reports discussed, their findings assessed and to have those findings put into a staff analysis as to whether the conditions were satisfied.

Mr. Galloway stated that from here we will allow everyone in the room to assess and determine whether they agree or disagree with the reports and the findings of the staff, they will be given a period of time in which to formulate their comments, objections or possibly agreements with the finds and the staff report. Those comments will be heard at the Zoning Hearing on May 25th. In the interim we anticipate doing a memorandum on options available for dealing with this and those options will be provided to the Board under Attorney/Client privileged documents.

2. Zoning Attorney requests an Executive Session to discuss pending or threatened litigation.

Mr. Wilson advised that we had tentatively scheduled an Executive Session; however, it is not necessary at this time as Public Comment will be taken on May

25th at the Zoning Public Hearing.

III. ADJOURNMENT

***Motion/Second by Ray/Hawbaker to adjourn the meeting at 11:10 a.m.
Motion carried unanimously by all.***

/s/ _____
Bart Miller, Chairman

/s/ _____
William P. Wilson, Jr., Clerk

MINUTES

The Spalding County Board of Commissioners held their Extraordinary Session in Room 108 in the Courthouse Annex, Monday, May 15, 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, 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 TO FLAG led by Commissioner Rita Johnson

IV. PRESENTATIONS/PROCLAMATIONS

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

Wade Hutcheson, UGA Spalding County Extension Coordinator, introduced the Junior and Senior 4H members who attended District Project Achievement. This year we carried 39 Juniors and Seniors to the District Project Competition and over 45% of these members placed in the top 3 at DPA. He stated that 15 of the Juniors and Seniors are here tonight and their project work is a culmination of a year's worth of research and preparation for their 9-12 minute presentation. They compete against their peers and at the Senior level if they win they will move on, they will compete at State Congress. He added that three of the seniors will be moving on to State Congress to compete in project work there.

He advised that Spalding County took 95 fifth and sixth graders to the Cloverleaf Project DPA and 95% of those 4H'ers finished in the top 3 in their competitions.

Chairman Miller stated that Spalding County would like to thank the members of 4H because they make Spalding County a better place to live and he thanked them for being a part of the organization and for participating in the competitions.

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

William Wilson, County Manager, stated that this was presented by Commissioner Johnson at the Exchanged Club's meeting on May 2nd. Unfortunately Mr. Yates was ill and could not attend the meeting.

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

City of Griffin

Bart Miller, Chairperson

Rodney C. McCord, Mayor

William P. Wilson, Jr., County Manager

Kenny L. Smith, City Manager

Motion/Second by Flowers-Taylor/Ray to approve the joint proclamation nunc pro tunc honoring the Griffin Exchange Club's "2016 Man of the Year" the Mr. John P. Yates. Motion carried unanimously by all.

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

Mr. Wilson stated that the Proclamation was presented on Friday to Cherry Hovatter at her retirement party. Ms. Hovatter is here and Commissioner Flowers-Taylor is going to read the proclamation.

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

Kenny L. Smith, City Manager

Motion/Second by Flowers-Taylor/Ray to approve the joint

proclamation nunc pro tunc honoring Cherry Hovatter for her service a 4-H Agent on her retirement after seventeen years with Spalding County. Motion carried unanimously by all.

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

Mr. Wilson stated that there are several members of Griffin Utility Club here this evening to accept the Proclamation and Commissioner Johnson will read the proclamation.

Ms. Alice Blake stated that on behalf of the members of the Utility Club who are here tonight and those who are not, she thanked the Commissioners for recognizing the efforts and hard work of several generations of local women to benefit this community.

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 **City of Griffin**

Bart Miller, Chairperson _____
Rodney C. McCord, Mayor

William P. Wilson, Jr., County Manager _____
Kenny L. Smith, City Manager

Motion/Second by Flowers-Taylor/Ray to approve the joint proclamation nunc pro tunc honoring the Griffin Utility Club. Motion carried unanimously by all.

- 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.

Mr. Wilson advised that he, Commissioner Hawbaker and Mr. Mosley attended breakfast at the CI on Thursday, May 11th, at 5:30 a.m., and Commissioner Hawbaker presented both of the proclamations the Correctional Officers Week and the Nurses Week there.

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 May7-13, 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

Motion/Second by Flowers-Taylor/Hawbaker to approve the 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. Motion carried unanimously by all.

- 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.

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 May7-13, 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

Motion/Second by Hawbaker/Flowers-Taylor to approve the 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. Motion carried unanimously by all.

- 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.

Mr. Wilson stated that this is part of the KIA program and Mr. John Carlisle is here to receive the proclamation and Commissioner Ray will read the proclamation.

Mr. John Carlisle accepted the proclamation and thanked the Board for their support of this project has received from this group. The moral and financial support received has enabled us to accomplish what we feel is a wonderful project for this community.

Proclamation
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

Motion/Second by Flowers-Taylor/Hawbaker to approve the 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. Motion carried unanimously by all.

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

Kelly Leger, Leisure Services Manager, stated it a great honor and privilege to be here tonight to present the 2017 Bain Proctor of the Year Award. In 2004, the Spalding County Parks and Recreation Advisory Commission recommended to the Spalding County Board of Commissioners that a Volunteer Award be established, recognizing citizens of Spalding County who have provided significant volunteer services to our community. The award was named in honor of one of Griffin and Spalding County's most well known and remembered volunteers, Bain Proctor.

A true volunteer is one who unselfishly shares their personal time and talents to improve the lives of others without compensation or personal gain. Often times the greatest volunteers are those who work behind the scenes and yet manage to leave a lasting imprint upon lives, thus changing them forever. Its people like this who make lasting changes in a community and make it better. This community is blessed with so many individuals who freely give of their time and talents.

Ms. Leger then advised that before presenting the Bain Proctor Award, she wanted to share the wonderful volunteer spirit and passions of two men who were also nominated for the award and whose notable efforts should not go unrecognized.

Mr. Carl E. Bynes, Jr. is a young man who is a people person, he is generous and kind and helps anyone in need. In the community where he lives, he often assists his neighbors by cooking for them, running errands and doing yard work. Ms. Leger stated that in a time when few people even know their neighbors, Mr. Bynes with his volunteer spirit and compassion has created a

sense of closeness within his community where residents feel safer and are happy to call their neighborhood home.

Mr. William L. Taylor is a passionate man of service who has been deeply involved in this community for many years. Mr. Taylor is the voice of WKEU radio, has served on the Kiwanis Club and Griffin Tech Board of Trustees and has been a great proponent for making our community better by supporting SPLOST. Mr. Taylor strongly supports education and literacy and was instrumental in forming the SPLOST committee which helped to build the UGA Academics Building. He is well known for hosting the annual Bull Dog Hunts, where 100% of the proceeds go to support Adult Literacy. He is a strong supporter of law enforcement and personally served our county in the US Army as a Lieutenant Colonel.

Ms. Leger then introduced the Bain Proctor Award recipient:

Mr. Edward H. Reynolds is a wonderful community volunteer who is passionate in his love of history. He is known in local schools as the Voice of Veterans. Mr. Reynolds has devoted many years to this organization which goes into the classroom to teach our youth about patriotism, service, sacrifice and our military history. He and Bain Proctor worked countless hours together planning and executing the first appearance of the Traveling Vietnam Wall in Spalding County. Mr. Reynolds is an Army Veteran of the Vietnam War and a retired history teacher.

Mr. Reynolds is the favorite teacher at the Senior Center, where he and his wife, Sue, volunteer their time. Anywhere there is a need they are among the first to raise their hands to help. Recently, Mr. Reynolds has been working on a special project with a Gordon College intern at Camp Stephens in Griffin and soon this historic property will have improved exhibits so that guests of all ages can visit and learn from our history.

Mr. Reynolds is most deserving of this award because of his personal sacrifice and commitment to this community. He has dedicated countless hours to teaching, celebrating and preserving the history of our local community and our country.

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

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

Mr. Buffington stated that he is pleased to report that Headley Construction has made significant progress since the last meeting. All 18 courts are paved, lighting has been roughed in and completed under the 4 court cover and roughed in to all the remaining courts. The concessions pad is also complete and the methane venting that was incorporated underneath that and currently four sides of the concessions building have been blocked up substantially. Fence posts are going in on all of the courts on the south side of the facility and they have done some fine grading around the site. They have also started on the framework for the flat work going in between the courts in the rear.

Mitch Headley stated that they would be pouring the first sidewalks tomorrow. They are hoping to get about 12,000 square feet poured. The fencing around the pickleball courts should be completed by the end of the month. The next step will be to put the coatings and the coloring on the courts. 12 of the 18 courts get a cushioned surface and all of those should be

complete by the middle of June so the courts should be playable by the end of June. Sidewalks are starting now that we have the fence posts in and we can pour the sidewalks up against them. The sidewalks should be complete by June 10th. The concrete block work is continuing as well. The trusses are scheduled to go up on June 10th and the roof should be going on by June 12th. The concession stand should be looking complete by the middle of June; however, it probably will not be complete on the inside until the end of June. He assured the board that they would continue to make every effort to get this project completed as quickly as possible.

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

Mr. Wilson stated that Mr. Brown is the County's most recent appointment to this Board and he would like to advise what has been happening during the last five months.

Mr. Brown advised that the Board had outlined four priorities for this fiscal year and plan to work with the legislators and state senators to improve the lives of Georgia citizens. He then outlined the four priorities for this fiscal year: (1) Adult Mental Health; (2) Increase the number of Ready Work programs for the consumers in Region VI; (3) Assure that they are Educating and dealing with emotional disorders and the addictive diseases of adolescents and children; (4) Individuals with Developmental Disabilities.

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

Mr. Wilson stated that attached to the agenda is a Press Release that states that Ms. Garrison for the 16th year in a row has presented an award winning CAFR (Comprehensive Annual Financial Report) for Spalding County. The CAFR is located on the website.

Ms. Garrison stated that she has a great staff and County Manager to work with and she has a great Board who is committed to excellence, so you make my job easy.

V. PRESENTATIONS OF FINANCIAL STATEMENTS

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

Motion/Second by Hawbaker/Flowers-Taylor to approve the financial statements for the ten months ended April 30, 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 against Full Blown Firearms

Debbie Daniel-Bryant – 282 N. Rover Road.

Bill Bryant, 282 N. Rover Road, thanked the Board for their continued interest in the impact this business is having on the community and he thanked the Board for the Skype presentation and the informative meeting that was held this morning.

VII. MINUTES -

1. Consider approval of minutes for the Spalding County Board of Commissioners Extraordinary Session on April 17, 2017.

Motion/Second by Ray/Johnson to approve the minutes for the Spalding County Board of Commissioners Extraordinary Session on April 17, 2017. Motion carried unanimously by all.

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.

Mr. Wilson stated that this is second reading the Board approved this application on first reading at the Public Hearing on April 17, 2017.

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 3rd 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 3rd 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.

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

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.

Mr. Wilson stated that the moratorium had been approved by the Board earlier this year and requested an extension of the moratorium to allow enough time for the Planning Commission to review as it will require a text amendment. It is scheduled to for consideration by the Planning Commission on April 25th and it will come before you on June 5th for final approval.

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

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

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

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

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

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

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

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

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

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

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

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

Section 4: Duration. The moratorium period shall commence on Monday, February 13, 2017 at 12:00 a.m. and shall terminate on 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.

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

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.

Mr. Wilson stated that this is the annual request that is received from the Moose Lodge, the amplification request has been reviewed by Community Development and by the Sheriff's Office and staff recommends approval.

Motion/Second by Ray/Johnson the amplification permits for the Griffin Moose Lodge located at 1435 Zebulon Road, Griffin, as

requested by Chris Smith for May 29, June 24, July 4 and September 4, 2017. Motion carried unanimously by all.

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.

Mr. Wilson stated that this was amplification permit request has been reviewed by Community Development and by the Sheriff's Office and staff recommends approval.

Motion/Second by Ray/Johnson to approve the 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. Motion carried 4-1 (Flowers-Taylor)

3. Consider approval of final plat for Sun City Peachtree Subdivision - Pod 37C. Mr. Wilson stated that the final plat has been reviewed by all departments and staff recommends approval.

Motion/Second by Flowers-Taylor/Hawbaker to approve the final plat for Sun City Peachtree Subdivision - Pod 37C. Motion carried unanimously by all.

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

The right of way has been inspected by the Public Works Department, the Community Development Department and the Water Department and they recommend approval.

Motion/Second by Hawbaker/Ray accept the Right-Of-Way Deed for Pod 37C (Sun City Peachtree Subdivision). Motion carried unanimously by all.

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

Mr. Wilson advised that Sun City Peachtree-Pod 37C have petition the County for a street light district. Staff recommends the June 5th, 2017 meeting for the public hearing. We will accept comments during the public hearing and consider approval of the street light district at that same meeting.

Consensus of the Board is to hold a Public Hearing on establishing a street light district for Sun City Peachtree – Pod 37C at the June 5th, 2017 meeting.

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

Mr. Wilson stated that the Parks and Recreation Advisory Board recommended, as discussed last week during the budget hearings, some reductions for pavilion rentals and some slight increases in a few areas. The fee schedule comes as a recommendation from the Park and Recreation Advisory Board for consideration.

Motion/Second by Flowers-Taylor/Ray to approve the 2018 Spalding County Leisure Services Department fee schedule as recommended by the Parks & Recreation Advisory Board. Motion carried unanimously by all.

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

Mr. Wilson advised that this is the annual agreement with the Board of Regents/University of Georgia Cooperative Extension Service for personnel at the Spalding County Cooperative Extension Office. This is budgeted in the FY18 budget and staff requests approval.

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

Motion/Second by Flowers-Taylor/Ray to approve renewal of a Memorandum of Understanding (MOU) with the University of Georgia to provide County Extension Services to Spalding County. Motion carried unanimously by all.

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.

Mr. Wilson stated that this was a new position that was added to the budget in FY17. Cynthia Sweda is the Family & Consumer Sciences Agent for Spalding County the contract reflects the portion of her salary that the County is responsible for along with the associated Social Security and Medicare costs.

Motion/Second by Ray/Johnson to approve the contact with the University of Georgia Cooperative Extension Service to provide for one FACS (Family & Consumer Sciences) Agent for FY 2018. Motion carried unanimously by all.

9. Consider approval of FY 2017 year end budget amendments.

Mr. Wilson stated that these are the annual, end of the year, budget amendments. As stated during the budget hearings, we purchase vehicles, equipment, etc. all during the year and at the end of the year we reimburse ourselves for lease purchase agreements and set up those lease purchase agreements. This represents a bulk of these amendments, there are also items that are required at the end of the year that we do not budget during the year as was brought up in budget review earlier this month. This is where we move the money out of one single line item to the additional line items as are appropriate at the end of the year.

Motion/Second by Flowers-Taylor/Ray to approve the FY 2017 year end budget amendments. Motion carried unanimously by all.

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.

Mr. Wilson advised that this is the annual agreement with the Georgia Department of Corrections for the care and custody of the 384 inmates that we maintain at the Spalding County CI. This is budgeted in FY2018, it is roughly \$2.8 million in revenues. They pay us \$20 per day for each inmate that is housed at the CI.

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, 3rd 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, 1st 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: _____

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

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

Mr. Wilson advised that Marcia Ridley, Elections Supervisor and Helen Grayson our Board of Elections Chair are her to answer any questions the Board may have. These increases in election expenses were included in the recommended FY 2018 budget. The total is estimated at \$12,000 in FY18 if we have the 3 elections that we are anticipating. This is a request from the Board of Elections, is has been 10-15 years since the County has increased the poll workers pay.

Ms. Grayson advised that there will be a reduction in the number of precincts that will help to reduce the impact of the increase because staffing for those three precincts will not be necessary. Ms. Grayson advised that they are consolidating several precincts. The one that was at the Third Ward School will be consolidated with the existing precinct at the Senior Center. The precinct at the Community Church will be consolidated with the precinct at

Gary Reid Fire Station. The precinct that was at the Blalock Fire Station will come in and be at Liberty Church.

Ms. Grayson stated that the reason for the consolidations is due to early voting, some of the precincts only have about 100 people and many of them are early voting. Additionally, the State of Georgia is encouraging Counties to consolidate their precincts. Spalding County currently has 21 precincts, we will consolidate that down to 18.

Motion/Second by Ray/Johnson to approve the recommendation from the Board of Elections to increase the salary of Poll Workers effective July 1, 2017. Motion carried unanimously by all.

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.

James Fortune, County Attorney, advised that this is part of the class action lawsuit that Roy Barnes law firm initiated. Commissioner Hawbaker brought this matter to our attention. We have met with their representative and have reviewed their documents. The bottom line is they are recovering quite a bit of money for other counties and municipalities who have been short changed for 911 services. Telecommunication providers have only been claiming a small number lines when, in fact, they are having many more lines than is reported. He advised that the total amount that Spalding County could recover is approximately \$800,000 less a 35% fee.

Mr. Fortune advised that this company will be funding all of the expenses, there will be no out of pocket for Spalding County, if they recover funds then they will get their money from the recovered funds. It is recommended after review of the documents that this would be a good thing for Spalding County.

Motion/Second by Flower-Taylor/Hawbaker to approve 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. Motion carried unanimously by all.

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.

Mr. Fortune stated that the Airport Authority does not have condemnation powers and as part of the intergovernmental agreement the County would handle the condemnation of any parcels that are necessary. There will be no expense for the County, everything will be paid by the Airport Authority. We are requesting resolution authorizing declaration of taking for these three parcels. One of the properties we will probably have to file the declaration of taking on; however, the company who is acquiring the right of way is still working with two of the land owners. They are asking that these resolutions be adopted tonight because this has to be done before they can do a declaration of taking. This is the first step in that process. If we are able to come to terms with the land owners then we will not need to utilize theses declarations.

R2017-09

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 15TH DAY OF MAY, 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 2nd 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

R2017-10

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

R 2017-11

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 15th DAY OF MAY, 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

Motion/Second by Ray/Johnson to approve the 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. Motion carried unanimously by all.

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.

Mr. Fortune advised that this is a very small piece of property, approximately 567 square feet, what has complicated matters is we are having to deal with a bank in California who has been very unresponsive. After numerous attempts we have decided that it would be best to file the declaration of taking as the project is due to start on Wednesday.

R2017-12

**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 15TH DAY OF MAY, 2017.

Signed: _____
Chairman, Board of Commissioners of Spalding County

Attest: _____

EXHIBIT A
EXHIBIT B
EXHIBIT C

- 1) Choi Diand Suk d/b/a Sam's Package

Motion/Second by Johnson/Ray to adopt the 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. Motion carried unanimously by all.

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.

Mr. Wilson stated that this is the little Grocery Store going north on North Hill Street, that is closest to the creek. We had approached the owner about the possibility of purchasing this property and the owner advised he was not interested in selling. Initially the owner had expressed a desire to utilize the time that access to the store would not be available to renovate the structure; however, that has now changed and we have been presented with an estimate of potential income and inventory loss.

Mr. Wilson advised that there are approximately \$1,500 in perishable goods that the owner is asking the County to purchase.

Mr. Fortune advised that the owner had supplied his office with tax returns which indicate that the loss of income for the store would be approximately \$5,439.83 per month. It is recommended that the County pay loss of income for two months and pro-rate any additional time according to actual construction completion and his not being able to open his store. With regard to the perishable items it is requested that the County purchase from the owner the items that he is unable to sale and distribute these items to the CI and the Jail where they can be used.

Motion/Second by Flowers-Taylor/Johnson to approve the request for payment from Geraco Grocery, 1245 N. Hill Street, for loss of income of \$5,439.83 for two months with any remaining time being prorated to the actual construction completion and that he be reimbursed up to \$1,500 for perishable goods that will be turned over to the County for distribution to the CI and the Spalding County Jail. Motion carried unanimously by all.

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.

Mr. Fortune stated that we have been asked to review our Animal Control Ordinance because there have been significant changes in State law that are not reflected in our ordinance. Mr. Fortune advised that due to the number of changes the Board will have to review the Ordinance in its entirety and if they have specific questions we will answer those. The proposed Ordinance has been designed to mirror state law as closely as possible.

Mr. Wilson stated that this came about because we found out there were changes to the Animal Control laws in 2016 that were never incorporated into our Ordinance making the Ordinance not current with state law. Commissioner Ray still has questions and Mr. Wilson asked that he address those questions.

Commissioner Ray stated that the law does not require that an affidavit be signed or executed. The law states that an animal control officer can determine if an animal is vicious or dangerous and at that time action is taken against the animal and the owner.

Brent Foster, Animal Control Supervisor, stated that the Affidavit is not required by State Law; however, it was implemented in Spalding County due to the number of complainants who would file a complaint and then not show up for court. By getting a complainant to sign an Affidavit, we can force them to be at the hearing. As time goes by the people who are initially upset that they were bit by the neighbor's dog and over a period of time they

talk with the neighbor and they choose not to pursue the complaint and they will not show up at the hearing to have the animal declared.

Commissioner Flowers-Taylor asked what happens if a dog bites another dog, the ordinance addresses if a dog bites a human, but what about when a dog bites another dog.

Mr. Foster advised that that would be a civil matter where the owner of the dog that was attacked would have to address the issue in a civil court, not a criminal court.

Eric Mosley, Assistant County Manager, stated that this is the first reading for the Ordinance, additional changes can be made to the final Ordinance prior to second reading so if we want to further enhance this Ordinance this would be the time to do so.

Commissioner Ray asked that the Ordinance include that if a dog kills another animal that it be considered a dangerous dog be included in the ordinance.

Motion/Second by Flowers-Taylor/Ray to approve 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 and incorporate the changes to include if a dog kills another dog or another owner's pet be consider a dangerous dog. Motion carried unanimously by all.

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

Mr. Wilson stated that attached to the agenda is a calendar prepared by King & Spalding with regard to what has to be done for a TSPLOST. The first thing that needs to be done is a date needs to be set with the municipalities and this has to be done before June, then we have to meet before July.

Consensus of the Board is to set up a Work Session for Wednesday, May 31st at 10:00 a.m. to finalize projects for consideration and set a meeting for June 5th or 6th at 5:00p.m. for a meeting with the Cities.

XI. REPORT OF COUNTY MANAGER

- June 5th is 4-H Youth in Governance Day we will be meeting in the Board Room beginning at 9:30 a.m. if any Commissioner would like to attend.
- Honor Our KIA Ceremony, Sunday May 28th, 2017 at 2:00 p.m. at the Griffin Auditorium.
- The Memorial Day Ceremony will be Monday, May 29th, 2017 at 11:00 a.m.
- Construction on the North Hill Street Intersection #2 and the Bridge over Cabin Creek will begin on Wednesday, May 17th the intersection will be closed beginning on Wednesday for approximately four months. This is a 2008 and 2016 SPLOST project.
- Archway Young Professionals will be holding a "Calling All Young Professionals" at The Lewis Mills House at 406 North Hill Street in Griffin. Sponsored by Galloway & Lyndall on May 23rd from 5-7 p.m.
- Dollar General Distribution Center will be hosting a Hiring Event on Saturday, May 20th from 10:00 a.m-1:00 p.m. at 300 Franklin Street, Jackson, GA 30233
- Business After Hours will be on Tuesday, May 16th from 5-7 p.m. at CareMaster Medical Services, 240 O'Dell Road, Griffin.

- The CAD system went on line May 5th. It is up and running and is operational.
- Change of assessment notices were mailed last Friday. Don Long provided with information there are 31,548 parcels in all classes for Spalding County. 4,910 parcels increased in value, 2,130 parcels decreased in value and 24,508 parcels had no change.
- Over the past two weeks Mr. Wilson has interviewed candidates for Human Resource Director, as you know, Bill Gay will be retiring on June 2nd. I am proud to announce that we are going to do a promotion from within and Ms. Wendy Law will become the new Human Resource Director effective May 23rd.
- He thanked the Commissioners for the meeting this morning, it went very well. He commended both Steven Jones and Chad Jacobs for the outstanding job that they did this morning. We will be taking public comment on the 25th which will be a long meeting. We do have a Zoning Public Hearing on the 25th as well.
- Over the next few weeks he will be interviewing candidates for a permanent Public Works Director and he hopes at the next meeting to present the Board with the appointment of the Public Works Director.

XII. REPORT OF COMMISSIONERS

Commissioner Donald Hawbaker –

- Asked if B.J. Martin has everything that he needs to submit the TIP projects.

Mr. Wilson advised that to his knowledge Mr. Martin does have everything that he needs. We will be submitting two projects for the TIP. Jointly with the City of Griffin we will be submitting the rerouting of SR155 down McDonough Road to 16. Additionally, the County will be submitting an interchange justification/truck route study for the Jenkinsburg Road Intersection.

- HB434 was enacted and will provide additional tools for Counties to address blight. Powers of condemnation and eminent can now be utilized.
- He wanted to say congratulations and thank you to our Correctional Officers, Police Officers and Nurses.

Commissioner Gwen Flowers-Taylor – None.

Commissioner Raymond Ray

- He wanted to congratulate the 4H'ers that were here this evening for doing such a great job representing Spalding County and to Cherry Hovatter on her retirement.
- Sad to hear that Code Enforcement Officer Jim Green is retiring this week and he wanted to thank him on behalf of Spalding County for his diligent efforts on behalf of Spalding County. He did want to say Great Job and Thank you for your service to Spalding County.

Commissioner Rita Johnson

- Wanted to thank the Consultants for their report and staff for the meeting this morning.
- Congratulated everyone receiving a proclamation this evening.

Chairman Bart Miller

- Officer Green has been an asset to the County and he will be missed when he retires and he is going to be hard to replace.
- He wanted to thank Chad for the job that was done earlier today.

Mr. Wilson expressed his condolences from the Board and the staff on the death of Chairman Miller's brother in law and asked to let him know if there is anything we can do.

XIII. CLOSED SESSION – None.

XIV. ADJOURNMENT

***Motion/Second by Ray/Johnson to adjourn the meeting at 8:13 p.m.
Motion carried unanimously by all.***

/s/_____
Bart Miller, Chairman

/s/_____
William P. Wilson, Jr., Clerk

MINUTES

The Spalding County Board of Commissioners held a Zoning Public Hearing in Room 108 of the Courthouse Annex, Thursday, May 25, 2017, beginning at 6:00 p.m. with Chairman Bart Miller presiding, Commissioners Rita Johnson, Raymond Ray and Donald Hawbaker were present. Also present were County Manager, William Wilson; Assistant County Manager, Eric Mosley; Community Development Director, Chad Jacobs; Zoning Attorney, Newton Galloway and Zoning Attorney, Steven Jones. Commissioner Gwen Flowers-Taylor was absent from the meeting. Cindy McDaniel, Planning Technician to record the minutes.

A. Call to Order

Note: Persons desiring to speak must sign in for the appropriate application. When called, speakers must state their names and addresses and direct all comments to the Board only. Speakers will be allotted three (3) minutes to speak on their chosen topics and relate to matters pertinent to the jurisdiction of the Board of the Commissioners. No questions will be asked by any of the commissioners during citizen comments. Outbursts from the audience will not be tolerated. Common courtesy and civility are expected at all times during the meeting.

B. New Business:

1. **Application #17-02Z:** James William Campbell, Jr. and Mandy Latishia Campbell, Owners – 4129 Highway 19/41(0.46 acre located in Land Lot 108 of the 3rd Land District) - requesting a rezoning from C-1, Highway Commercial, to C-1B, Heavy Commercial.

Motion/Second by Hawbaker/Ray to conditionally approve Application #17-02Z: James William Campbell, Jr. and Mandy Latishia Campbell, Owners – 4129 Highway 19/41 (0.46 acre located in Land Lot 108 of the 3rd Land District) – requesting a rezoning from C-1, Highway Commercial, to C-1B, Heavy Commercial. Condition to the approval: 1) all outdoor storage shall be neat and orderly at all times.

2. **Application #17-03S:** Flynn Von Roretz & Tessa Von Roretz, Owners – 105 Laketrail Drive (1 acre located in Land Lot 11 of the 3rd Land District) – requesting a Special Exception to allow a general home occupation in the R-4 District.

Motion/Second by Ray/Johnson to approve Application #17-03S: Flynn Von Roretz & Tessa Von Roretz, Owners – 105 Laketrail Drive (1 acre located in Land Lot 11 of the 3rd Land District) – requesting a Special Exception to allow a general home occupation in the R-4 District.

C. Other Business:

1. Public comment on Special Exception Application 14-07S General Home Occupation granted to Bradley D. Ward and Lisa A. Ward, Owners – 475 North Rover Road.

Spoke in favor of Full Blown Firearms:

Mark Mitchell,

Becky Childs, 214 Rebecca Circle, Griffin, GA

Art Hammond, 1131 Skyline Drive, Griffin, GA

Guy Woodroof, 4294 GA Hwy 3, Griffin, GA

Brad Ward, 475 N. Rover Road, Williamson, GA

Spoke against Full Blown Firearms:

Debby Daniel-Bryant, 282 N. Rover Road, Williamson, GA

Clint and Taralyn Sams, 501 N. Rover Road, Williamson, GA

Larry Wright, 531 N. Rover Road, Williamson, GA

Harold Ammons, 109 Bethel Lane, Williamson, GA

Cristine Thomas, 400 N. Rover Road, Williamson, GA

Bill Bryant, 282 N. Rover Road, Williamson, GA

2. Consideration of expert reports prepared by Kramer One, Inc. and Dick Peddicord & Company, Inc. along with staff report presented at the May 15, 2017 Special Called Meeting of the Board of Commissioners with regards to Full Blown Firearms.

Motion/Second by Ray/Johnson to temporarily suspend the operations of Full Blown Firearms until such time they are brought into compliance with the conditions set forth at the time the home occupation exception was approved by the Board of Commissioners and implement the changes as suggested by the experts in their reports and that the inspectors be brought back out to assess their compliance at Full Blown Firearms expense.

Motion/Second by Ray/Johnson to withdraw the motion.

Motion/Second by Ray/Johnson to temporarily revoke the home based occupational business license of Full Blown Firearms until the issues cited in the May 12, 2017 staff report are corrected. Specifically, compliance with NRA and NSSF design standards for outdoor shooting ranges including but not limited to the following:

- a. *A ballistic background that extends for a sufficient distance past the end of the range to ensure that rounds that miss the backstop do not pose a danger to any other person or property.*
- b. *A backstop or berm constructed to industry standards.*
- c. *Side berms constructed to industry standards.*
- d. *Compliance with the EFA's "Best Management Practices for Lead at Outdoor Shooting Ranges."*
- e. *No expansion will be allowed to the current range without prior approval of the Board of Commissioners.*
- f. *The home occupation must be subordinate and incidental to the residential use of the dwelling and must not change the residential character of the property.*
- g. *No continuous outside storage of materials or supplies used in conjunction with the home business shall be permitted provided that this restriction does not preclude the conduct*

of minor outside home gardening activities which is not ammunition related.

- h. Changes to be implemented as suggested by the experts in their reports and that the inspectors be brought back out to assess compliance at the expense of Full Blown Firearms.*

Motion failed 2/2 (Miller/Hawbaker).

Chairman Miller stated that he feels that the owners should be allowed 30 days to come into compliance.

Motion/Second Hawbaker/Johnson to bring the operation of Full Blown Firearms into compliance with the conditions as set forth in the original approval of the home occupation granted on February 26, 2015 those conditions being:

- 1) Compliance with industry, NSSF or NRA, design standards for outdoor shooting ranges including, but not limited to the following:***
 - a. A ballistic background that extends for a sufficient distance past the end of the range to ensure that rounds that miss the backstop do not pose a danger to any other person or property.***
 - b. A backstop or berm constructed to industry standards.***
 - c. Side berms constructed to industry standards.***
- 2) Compliance with the EFA's "Best Management Practices for Lead at Outdoor Shooting Ranges."***
- 3) No expansion will be allowed to the current range without prior approval of the Board of Commissioners.***
- 4) The home occupation must be subordinate and incidental to the residential use of the dwelling and must not change the residential character of the property.***
- 5) No continuous outside storage of materials or supplies used in conjunction with the home business shall be permitted provided that this restriction does not preclude the conduct of minor outside home gardening activities which is not ammunition related***
- 6) Changes to be implemented as suggested by the experts in their reports and that the inspectors be brought back out to assess compliance at the expense of Full Blown Firearms.***
- 7) Business can remain in operation for 30 days to allow time for the changes to be implemented and inspected.***

Motion carried 3-1 (Ray).

D. Adjournment

Motion/Second by Ray/Hawbaker to adjourn the meeting at 7:42 p.m. Motion carried unanimously by all.

/s/ _____
Bart Miller, Chairman

/s/ _____
William P. Wilson, Jr., Clerk



SPALDING COUNTY BOARD OF COMMISSIONERS
Ordinance: Animal Control/Dangerous Dog

Requesting Agency

County Manager

Requested Action

Consider approval on second 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.

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"/> ORD2017-02 - Animal Control Ordinance	5/22/2017	Backup Material

**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**

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 off 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). "Pet animal" referred to in this instance does not include livestock or poultry.
- (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 harborer 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.

Approved on first reading this fifteenth day of May, 2017.

Approved on second reading this fifth day of June, 2017.

Bart Miller, Chairman

William P. Wilson, Jr. County Clerk



SPALDING COUNTY BOARD OF COMMISSIONERS Second Reading - Application #17-02Z

Requesting Agency

Office of Community Development

Requested Action

Consider approval on second reading Application #17-02Z: James William Campbell, Jr. and Mandy Latishia Campbell, Owners - 4129 Highway 19/41 (0.46 acre located in Land Lot 108 of the 3rd Land District) - requesting a rezoning from C-1, Highway Commercial, to C-1B, Heavy Commercial.

Requirement for Board Action

Section 414.

Is this Item Goal Related?

No

Summary and Background

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

- a. All outdoor storage shall be neat and orderly at all times.

Fiscal Impact / Funding Source

BOC public hearing and 1st reading on May 25, 2017.

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Resolution - Application #17-02Z	5/30/2017	Backup Material

APPLICATION FOR JAMES WILLIAM CAMPBELL, JR.
AND MANDY LATISHIA CAMPBELL
FOR REZONING CERTAIN PROPERTY
LOCATED WITHIN SPALDING COUNTY, GEORGIA;

REZONING APPLICATION #17-02Z

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, James William Campbell, Jr. and Mandy Latishia Campbell, 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 March 21, 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 May 25, 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 108 of the 3rd District, Spalding County, Georgia, and being more particularly described as follows:

Commencing at the common corner to Land Lot(s) 85, 86, 107 & 108 said point being the POINT OF BEGINNING:

Thence along the western line of Land Lot 108, North 00 degrees 01 minutes 29 seconds East, 83.09 feet to a point; thence leaving said land lot line, North 89 degrees 21 minutes 08 seconds East, 240.36 feet to a point on the western right-of-way of U.S. Hwy 19 & 41 (200' right-of-way); thence continuing along foresaid right-of-way South 06 degrees 05 minutes 00 seconds East, 83.46 feet to a point on the common line of Land Lot(s) 107 & 108; thence leaving said right-of-way and continuing along line common to Land Lot(s) 107 & 108 South 89 degrees 21 minutes 09 second West, 249.24 feet to a point. Said point being the POINT OF BEGINNING.

Said tract or parcel contains 0.46 acre.

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. All outdoor storage shall be neat and orderly at all times.

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 June 5, 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 108 of the 3rd District, Spalding County, Georgia, containing 0.46 acre, 4129 Highway 19/41, 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 FY 2018 Recommended Budget

Requesting Agency

County Manager

Requested Action

Conduct Public Hearing to receive Public Comment on proposed FY 2018 Budget

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

n/a

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Budget Hearing Notice	5/23/2017	Backup Material
<input type="checkbox"/> FY 2018 Recommended Budget	5/23/2017	Backup Material

**PUBLIC NOTICE
BUDGET HEARING**

The proposed Spalding County Budget for all funds for Fiscal Year 2018 has been submitted to the Board of Commissioners of Spalding County. The Board of Commissioners will hold a Public Budget Hearing on Monday, June 5, 2017 at 6:00 p.m. in the Meeting Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, GA. All citizens are invited to attend and provide the Board of Commissioners with written or oral comments and ask questions concerning the County's proposed budget. The Budget Ordinance will be presented for first reading at the Commissioners' meeting on Monday, June 19, 2017 at 6:00 p.m. The proposed budget is available for public inspection from 9:00 a.m. to 5:00 p.m. Monday through Friday in the Commissioners' Office, Room 104, Courthouse Annex.

William P. Wilson, Jr.
County Manager

Rep: Beth Hamil

DISPLAY AD TO RUN Tuesday, MAY 9, 2017.

Received by_____

Date_____

5.5.2017 – 1500/523300

Approved

SPALDING COUNTY

Recommended Fiscal Year 2018 Budget Revenue Summary

Revenue Category	FY 2017 Budget	FY 2018 Budget	Dollar Change	Percent Change
Fund Balance	\$0	\$783,411	\$783,411	100.00
Taxes	32,579,253	32,803,347	224,094	0.69
Licenses and Permits	419,800	463,000	43,200	10.29
Intergovernmental Revenue	756,994	1,138,500	381,506	50.40
Charges for Services	5,125,231	5,118,396	(6,835)	(0.13)
Fines and Forfeitures	1,250,000	1,252,500	2,500	0.20
Miscellaneous Revenues	1,771,054	1,947,598	176,544	9.97
Other Financing Sources	0	0	0	0.00
General Fund Totals	\$41,902,332	\$43,506,752	\$1,604,420	3.83
Fund Balance	\$6,996	\$97,928	\$90,932	1,299.77
Taxes	5,907,026	6,085,018	177,992	3.01
Charges for Services	53,500	51,500	(2,000)	(3.74)
Other Financing Sources	0	0	0	0.00
Fire District Fund Totals	\$5,967,522	\$6,234,446	\$266,924	4.47
Fund Balance	\$0	\$0	\$0	0.00
Charges for Services	1,128,199	1,168,199	40,000	3.55
Other Financing Sources	317,246	271,777	(45,469)	(14.33)
E-911 Fund Totals	\$1,445,445	\$1,439,976	(\$5,469)	(0.38)
Fund Balance	\$1,884,672	\$75,000	(\$1,809,672)	(96.02)
Charges for Services	6,567,954	8,394,951	\$1,826,997	27.82
Water Fund Totals	\$8,452,626	\$8,469,951	\$17,325	0.20
Fund Balance	\$18,925,188	\$11,408,080	(\$7,517,108)	(39.72)
Taxes	8,805,000	4,782,000	(4,023,000)	(45.69)
Intergovernmental Revenue	372,716	451,909	79,193	21.25
Charges for Services	341,004	281,120	(59,884)	(17.56)
Fines and Forfeitures	483,000	483,000	0	0.00
Investment Income	150,000	150,000	0	0.00
Contributions & Donations	75,000	82,008	7,008	9.34
Other Financing Sources	1,555,229	1,810,745	255,516	16.43
Total Other Funds	\$30,707,137	\$19,448,862	(\$11,258,275)	(36.66)
Grand Total	\$ 88,475,062	\$ 79,099,987	\$ (9,375,075)	(10.60)

SPALDING COUNTY
Fiscal Year 2018 Budget Requests and Recommendation

DEPARTMENT	FY 2017 Budget	Requested FY 2018	Recommended FY 2018	Dollar Change	Percent Change
1300 Executive	\$ 371,687	\$ 403,378	\$ 404,993	33,306	8.96
1400 Elections/Voter Registration	245,975	238,599	240,565	(5,410)	(2.20)
1500 Administration	328,194	335,938	331,628	3,434	1.05
1510 Finance	149,687	157,359	157,359	7,672	5.13
1535 Information Systems	138,409	406,337	169,216	30,807	22.26
1540 Human Resources	198,424	209,887	209,887	11,463	5.78
1545 Tax Commissioner	890,042	1,107,943	946,860	56,818	6.38
1550 Tax Assessor	599,477	1,039,954	604,896	5,419	0.90
1566 Construction & Maintenance	412,993	470,166	462,111	49,118	11.89
1568 Janitorial Services	108,280	114,662	114,262	5,982	5.52
1590 General Appropriations	2,701,898	3,394,735	3,130,840	428,942	15.88
2150 Superior Court	177,000	199,000	199,000	22,000	12.43
2160 Griffin Judicial Circuit	247,317	154,128	154,128	(93,189)	(37.68)
2165 Griffin Juvenile Judge	223,858	225,024	225,024	1,166	0.52
2200 Clerk of Court	805,583	985,676	844,481	38,898	4.83
2250 District Attorney	446,325	504,301	493,875	47,550	10.65
2300 State Court	693,120	700,526	687,663	(5,457)	(0.79)
2325 Accountability Court	0	123,857	124,391	124,391	100.00
2350 Solicitor	234,911	339,749	338,798	103,887	44.22
2400 Magistrate Court	773,968	811,413	808,080	34,112	4.41
2450 Probate Court	229,816	272,935	253,388	23,572	10.26
2800 Public Defender Local	63,276	66,735	64,323	1,047	1.65
2810 Public Defender Circuit	404,605	404,605	404,605	0	0.00
3300 Sheriff Administration	1,158,753	1,502,347	1,265,597	106,844	9.22
3310 Sheriff Victim Services	83,263	83,541	79,666	(3,597)	(4.32)
3320 Warrant Division	640,678	625,386	620,341	(20,337)	(3.17)
3330 Criminal Investigation Division	954,597	1,264,193	1,261,811	307,214	32.18
3340 Uniform Patrol Division	3,323,876	3,311,984	3,107,432	(216,444)	(6.51)
3350 Jail	7,989,691	8,224,065	8,163,041	173,350	2.17
3380 GRIP Unit	54,031	0	0	(54,031)	(100.00)
3390 Special Operations	1,070,935	1,017,934	1,015,809	(55,126)	(5.15)
3420 Correctional Institution	6,450,159	6,780,667	6,566,314	116,155	1.80
3460 Juvenile Probation	545,312	591,388	590,410	45,098	8.27
3700 Coroner	56,576	59,856	59,925	3,349	5.92
3850 800MHz Communication	404,845	793,245	417,410	12,565	3.10
3910 Animal Control	362,803	382,740	370,993	8,190	2.26
3920 Homeland Security	27,961	45,117	30,430	2,469	8.83
4000 Public Works	2,972,665	4,705,002	3,003,292	30,627	1.03
4520 Solid Waste	819,900	1,171,660	803,073	(16,827)	(2.05)
4600 Garage	302,701	340,126	315,826	13,125	4.34
5100 Health	432,739	444,847	432,739	0	0.00
5500 Welfare	30,500	83,350	30,500	0	0.00
6100 Recreation	676,096	821,818	753,343	77,247	11.43
6102 Senior Citizens Bus	33,439	33,458	33,458	19	0.06
6200 Parks	1,877,228	3,580,349	1,990,742	113,514	6.05
6500 Library	200,980	511,003	200,980	0	0.00
7130 Cooperative Extension Service	204,134	208,776	207,119	2,985	1.46
7220 Community Development	525,475	585,082	558,950	33,475	6.37
7450 Code Enforcement	158,150	158,949	157,178	(972)	(0.61)
7520 G/S Development Authority	100,000	553,193	100,000	0	0.00
Total General Fund	\$ 41,902,332	\$ 50,546,983	\$ 43,506,752	\$ 1,604,420	3.83
Fire District Fund	\$ 5,967,522	\$ 7,191,917	\$ 6,234,446	\$ 266,924	4.47
Emergency Telephone Fund	\$ 1,445,445	\$ 1,480,653	\$ 1,439,976	\$ (5,469)	(0.38)
Water System Fund	\$ 8,452,626	\$ 8,610,897	\$ 8,469,951	\$ 17,325	0.20
All Other Funds	\$ 30,707,137	\$ 19,508,664	\$ 19,448,862	\$ (11,258,275)	(36.66)
GRAND TOTAL	\$ 88,475,062	\$ 87,339,114	\$ 79,099,987	\$ (9,375,075)	(10.60)



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

Requesting Agency

Office of Community Development

Requested Action

Conduct public hearing to consider the establishment of street light 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

n/a



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

Requesting Agency

Office of Community Development

Requested Action

Consider approval of street light 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

New street light district has been requested by Pulte Homes. Lights have been approved by Central Georgia EMC and meet lighting standards approved by the County ordinance. Pod 37C district will cost \$3,144.00 annually.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION**APPROVAL****ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Correspondence from Central Georgia EMC	5/22/2017	Backup Material
<input type="checkbox"/> Petition for Street Lighting	5/22/2017	Backup Material
<input type="checkbox"/> Underground Wiring-Outdoor Lighting Agreement	5/22/2017	Backup Material
<input type="checkbox"/> Street Light Placement Map	5/22/2017	Backup Material



Central Georgia EMC

923 S. Mulberry Street / Jackson, Georgia 30233 / Phone (770) 775-7857
Fax (770) 775-3022 / www.cgemc.com

03/31/2017

Spalding Co. Commissioners
C/O Ms. Cindy McDaniel
P.O. Box 1087
Griffin, GA 30223

RE: Sun City Pod 37 C Lights

Ms. McDaniel,

Per your request, please find enclosed a lighting layout for pod 37 C, which is off of Firefly Ct. Along with the contract; I have indicated each of the light locations with blue stars. Below is a breakdown of the cost and type of lights for this pod.

Pod 37 C will consist of (10) led green acorn lights @ \$24/ light/month and (1) 150 led green acorn lights @ \$22/ light/month for a total monthly rental fee of \$262.00

Upon receipt of the signed contract, I will proceed with the ordering process for the above lights. Feel free to give me a call with any questions or concerns at 770-504-7867.

Thank You,

Daniel Williams
Staking Technician

Enclosures

PETITION FOR STREET LIGHTING


We, the undersigned, all being property owners of the Spalding County Street Lighting District SCP Pod 37C do hereby petition Spalding County Board of Commissioners for the placement of street lights through our subdivision or street(s).

Each of us does hereby pledge and consent to levying of a lien by Spalding County against property we own for the purpose of payment of the cost of placing and operating the street lights. There are 71 (number) lots currently existing in Street Light District SCP Pod 37C and each owner as shown on the tax records had affirmatively signed this petition or their indication for disapproval is noted herein.

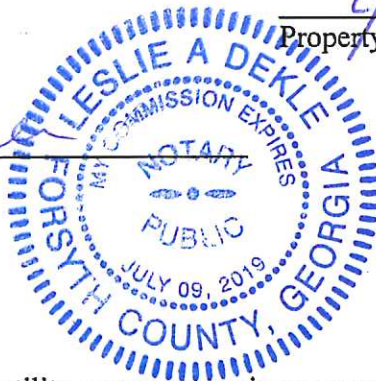
This petition represents 71 (number) affirmative votes, 100 % of this district to be effective in this request. Your signature on this petition indicates that you have read and fully understand all information as prescribed on page 1 of this petition.

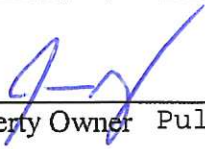
Personally appeared before me, a Notary Public, the undersigned property owner who states on oath that the facts contained herein are true and correct.

Sworn to and subscribed before me, this 30 day of March, 2017.


Notary Public

(Seal)




Property Owner Pulte Home Company, LLC
Jason Garrett
Div.VP Land Planning & Dev.

Please indicate which utility company services your proposed Street Light District:

Georgia Power _____ City of Griffin _____ Central GA EMC XX Other _____

CENTRAL GEORGIA ELECTRIC MEMBERSHIP CORPORATION
923 SOUTH MULBERRY STREET
JACKSON, GEORGIA 30233

UNDERGROUND WIRING / OUTDOOR LIGHTING AGREEMENT

Name: Spalding Co Commissioners Acct. No.: 12426-031 Loc. No.: 1107-19-703
(Print Name as Listed on Bill Card)

Address: P.O. Box 1087 Griffin GA. 30223 Pod 37 C Firefly Ct

I (we) hereby apply for a lease of outdoor lighting equipment to Central Georgia EMC under the terms and conditions set forth below:

1. INFORMATION AND COST

Lights, Fixtures, and Poles:

Quantity 10 Rate 12 Class 7 Cost Per Month \$24.00 each Total Cost \$240.00 per month Description: led green acorn light

Quantity 1 Rate 13 Class 7 Cost Per Month \$22.00 each Total Cost \$22.00 per month Description: led green acorn light discount

TOTAL COST PER MONTH \$262.00

Total CIAC (Contribution in Aid of Construction)= \$ 0

3. The corporation reserves the right to increase or decrease rates of outdoor lighting without prior written notice to each individual lessee.

4. Fixtures served by underground wiring will be available at these rates when the underground cable is buried in the same trench with the underground distribution system and the excess trench required does not exceed thirty (30) feet per fixture for a small LED fixture or eighty (80) feet per fixture for a large LED fixture or post top LED fixture. A contribution in aid of construction shall be paid in advance for the footage in excess of the base allowance.

5. I (we) will perform all trenching, install duct furnished by the Corporation, backfill, and complete the paving to the mutual satisfaction of all parties concerned where underground wiring is desired and paving or other obstacles exist.

6. I (we) will pay in advance a contribution in aid of construction in the amount of the current installed cost of additional pole(s) if more than one pole must be installed. The additional pole(s) will remain the property of the Corporation.

7. All lighting equipment, wiring, etc. will be furnished by the Corporation.

8. The Corporation will perform ordinary maintenance of light and equipment which will be done during normally scheduled working hours. Current overtime fee per service call shall be paid to the serviceperson making the repairs when requested at any time other than the normal working hours.

9. I (we) will pay for replacement of any equipment damaged or destroyed by vehicle collision or vandalism.

10. I (we) will pay the lease for the light(s) at the rates above according to current billing procedures. The Corporation may discontinue service without further notice if the bill is not paid.

11. The corporation shall use reasonable care to maintain constant service but shall not be liable for interruption through acts of God, strikes, labor troubles, or any other causes beyond the control of the Corporation.

12. I (we) will pay a Membership or Additional Service fee and be bound by the provisions of the Articles of Incorporation, Bylaws, and rules of the Corporation that may be adopted from time to time.

13. This agreement shall become effective on the date of service is first delivered and shall remain in effect for 5 years and thereafter until terminated by either party's giving three month notice.

14. This agreement shall be binding upon the successors, legal representative, and assigns of the respective parties hereto.

15. The Corporation reserves the right to shield the light or relocate the pole and light if objected by the adjacent landowners.

16. I (we) will grant, bargain, sell, and convey unto the Corporation, its successors, and assign an easement and right-of-way for the purpose of constructing, inspecting, maintaining, operating, repairing, or replacing its facilities. The Corporation shall have the right to egress to and egress from the easement over the lands of the lessee adjacent to the easement and lying between public and private roads and easements.

Signature: _____

Print Name: _____

Title: _____

Date: _____



SPALDING COUNTY BOARD OF COMMISSIONERS Amplification Permit- Gomez Wedding

Requesting Agency

Clerk to the Commission

Requested Action

Consider request for amplification permit from Melinda Gomez for wedding to be held at 1039 Vineyard Road on June 17, 2017 from 4:00 p.m. to 8:00 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 have reviewed the application and have approved the permit.

Fiscal Impact / Funding Source

N/A

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Amplification Permit - Gomez Wedding	6/1/2017	Backup Material

\$25.00 Cash
FEES PAID
Rec # 25497



5/30/17
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: Nelida Gomez SIGNATURE: Nelida Gomez
NAME OF ORGANIZATION RESPONSIBLE FOR EVENT: Nelida Gomez

PHONE NUMBER: 404-889-3659

ADDRESS OF RESPONSIBLE ORGANIZATION: 1039 Vineyard Rd

TYPE OF EVENT (DESCRIBE): Wedding

EVENT ADDRESS/LOCATION: 1039 Vineyard Rd Griffin, GA

DATE AND TIME OF EVENT: (beginning hour and ending hour): 6/17/17 4-8

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.

Nelida Gomez
APPLICANT

5/29/17
DATE

C.D.R.
(YES) (NO) COMMUNITY DEVELOPMENT

8-1-17
DATE

REMARKS: _____

5/29/17

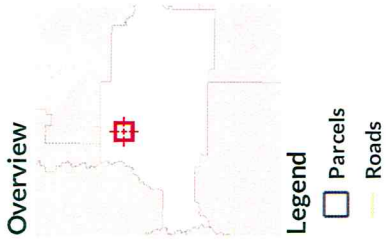
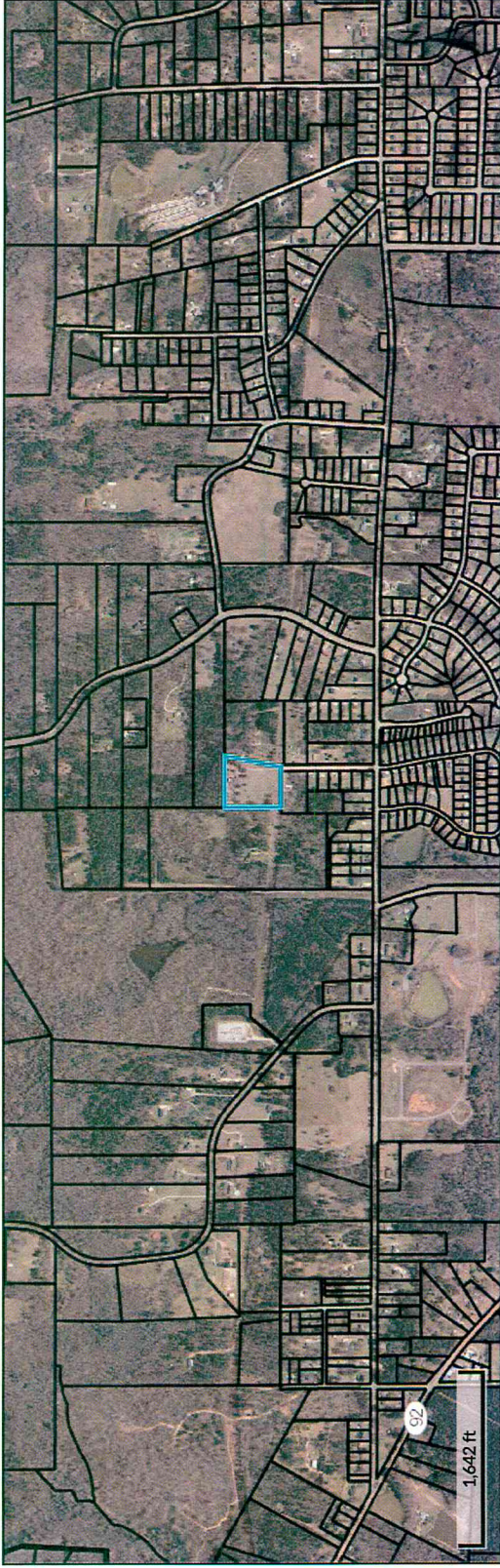
To Whom it may Concern,

I, Baltazar Gomez, give permission to Nelida Gomez to hold an event on my property located at 1039 Vineyard Rd. Griffin, GA 30223 on June 17, 2017. You can contact me at 770-731-7410 if you have any questions or concerns.

Thank you,

Baltazar

GOMEZ



Parcel ID 260 02025
 Class Code Agricultural
 Taxing District SPALDING COUNTY
 Acres 5

Owner ARRIOLA BALTAZAR GOMEZ
 92 TEAMON CIRCLE
 GRIFFIN GA 30223
 Physical Address 1039 VINEYARD RD
 Assessed Value Value \$54746
 Land Value Value \$45000

Last 2 Sales
 Date Price Reason Qual
 8/18/2014 \$25000 MH U
 6/26/2014 \$12740 MH U

(Note: Not to be used on legal documents)

Date created: 5/26/2017
 Last Data Uploaded: 5/25/2017 8:13:54 PM

 Developed by
 The Schneider Corporation



SPALDING COUNTY BOARD OF COMMISSIONERS Amplification Permit- Robles Wedding

Requesting Agency

Clerk to the Commission

Requested Action

Consider request for amplification permit from Pedro Robles who will be hosting his son's wedding celebration at 1646 Teamon Road on June 17, 2017 from 5:00 p.m. to 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 have reviewed the application and have approved the permit.

Fiscal Impact / Funding Source

N/A

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Amplification Permit - Pedro Robles	5/4/2017	Backup Material

50⁰⁰ Cash
FEES PAID
Rec # 025477



05/03/17
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: Pedro Robles SIGNATURE: Pedro Robles

NAME OF ORGANIZATION RESPONSIBLE FOR EVENT: Pedro Robles

PHONE NUMBER: 404-201-5970

ADDRESS OF RESPONSIBLE ORGANIZATION: 981 cruiser run Lawrenceville Ga.

TYPE OF EVENT (DESCRIBE): wedding

EVENT ADDRESS/LOCATION: 1646 Teamon rd. Griffin Ga.

DATE AND TIME OF EVENT: (beginning hour and ending hour): 6-17-2017 5:00pm to 12:00 midnight

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.

Pedro Robles
APPLICANT

05/03/17
DATE

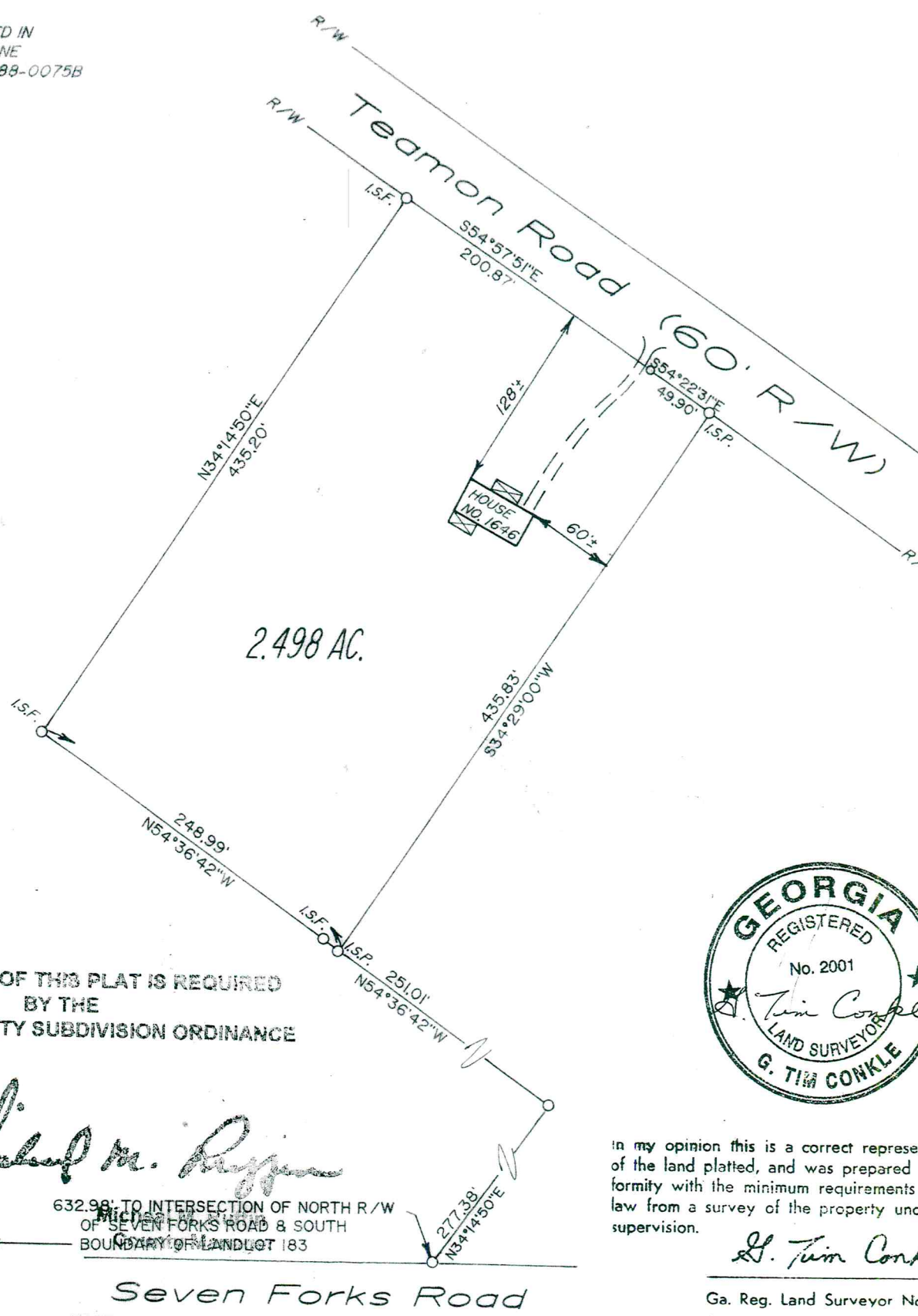
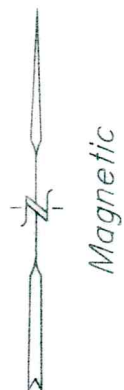
C. D. F. S.
(YES) (NO) COMMUNITY DEVELOPMENT

5-4-17
DATE

REMARKS: _____

property of Robert A. Stephens & Judy D. Stephens

NOTE:
THIS PROPERTY IS NOT LOCATED IN
A 100 YEAR FLOOD HAZARD ZONE
AS PER F.I.R.M. PANEL NO. 130388-0075B



NO APPROVAL OF THIS PLAT IS REQUIRED
BY THE
SPALDING COUNTY SUBDIVISION ORDINANCE



In my opinion this is a correct represe
of the land platted, and was prepared
formity with the minimum requirements
law from a survey of the property unc
supervision.

G. Tim Conkle

Ga. Reg. Land Surveyor No.

PROPERTY SURVEY FOR
ROBERT A. STEPHENS
JUDY D. STEPHENS
PORTION OF TRACT "C" IN
AVA JOHNSON GRADY SUBDIVISION
LOCATED IN LANDLOT 183
OF THE 3RD LAND DISTRICT
ORIGINALLY HENRY COUNTY, NOW
SPALDING COUNTY, GEORGIA

prepared by
Conkle - Lane & Associates
planning consultants - land surveyors
p.o. box 845 - griffin, georgia



SPALDING COUNTY BOARD OF COMMISSIONERS Amplification Permit- Oak Hill Baptist Church

Requesting Agency

Clerk to the Commission

Requested Action

Consider request for amplification permit from Oak Hill Baptist Church for their annual Freedom Fest Celebration and Festival at 100 Lakeside Road, Williamson, GA on Sunday, June 25, 2017 from 6:00 p.m. to 9:30 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 have reviewed the application and have approved the permit.

Fiscal Impact / Funding Source

N/A

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Amplification Permit - Oak Hill Baptist Church	5/9/2017	Resolution Letter

Rec# 025484
2500
FEES PAID
CP# 39395



5-8-2017
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: Tracy Gray SIGNATURE: [Signature]

NAME OF ORGANIZATION RESPONSIBLE FOR EVENT: Oak Hill Baptist Church

PHONE NUMBER: 770-227-5914 cell 770-468-5613

ADDRESS OF RESPONSIBLE ORGANIZATION: 100 Lakeside Rd. Williamson GA 30292

TYPE OF EVENT (DESCRIBE): Freedom Fest - celebration/festival with food trucks + fireworks

EVENT ADDRESS/LOCATION: 100 Lakeside Rd. Williamson GA 30292

DATE AND TIME OF EVENT: (beginning hour and ending hour): Sunday June 25, 2017
6 PM to approx. 9:30 pm

PLEASE ATTACH THE FOLLOWING INFORMATION: Fireworks when sun goes down - 9pm

- ☒ 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.

This is our 5th year

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.

APPLICANT

[Signature]
(YES) (NO) COMMUNITY DEVELOPMENT

DATE

DATE

REMARKS:



100 Lakeside Road, Williamson GA 30292
(770) 227-5974 : www.oakhillbaptist.org

May 4, 2017

We will be hosting our Freedom Fest 2017 on the grounds of Oak Hill Baptist Church on Sunday, June 25, 2017. Address 100 Lakeside Road, Williamson GA 30292. This event includes entertainment at our pavilion, games and inflatables for the children, food, and fireworks at approx. 9:00pm. We have held this same event with fireworks each year around Independence Day since 2013 (5th year).

If you need any other information from our church regarding this event and/or our Amplification Permit request, please let me know.

Tracy Gray
Facility & Office Manager

Oak Hill
Baptist Church





SPALDING COUNTY BOARD OF COMMISSIONERS Amplification Permit- Family Gathering

Requesting Agency

Clerk to the Commission

Requested Action

Consider request for amplification permit from Cornilia Braswell who will be hosting a family gathering at 818 North Pomona Road, Griffin, GA on June 10, 2017 from 3:00 p.m. to 8:00 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 have reviewed the application and have approved the permit.

Fiscal Impact / Funding Source

N/A

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Amplification Permit - Family Gathering	6/1/2017	Backup Material

Cash 5000

FEES PAID

Rec # 025499



6-1-2017

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: Cornilia Braswell SIGNATURE: Cornilia Braswell

NAME OF ORGANIZATION RESPONSIBLE FOR EVENT: _____

Cornilia Braswell and family

PHONE NUMBER: 678-665-7695

ADDRESS OF RESPONSIBLE ORGANIZATION: 818 North Pomona Rd

TYPE OF EVENT (DESCRIBE): Family Gathering

EVENT ADDRESS/LOCATION: 818 North Pomona Rd Griffin

DATE AND TIME OF EVENT: (beginning hour and ending hour): 6-10-2017 2:pm 8 pm

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.

Cornilia Braswell
APPLICANT

6-10-17
DATE

Ch. 2
(YES) (NO) COMMUNITY DEVELOPMENT

6-1-17
DATE

REMARKS: _____

~~Text Document~~

Hi Neighbor, My name is
Cornilia Braswell, I live at 818 North Pomona Rd

I will be having a Family Day
at my home on June 10th, 2017.

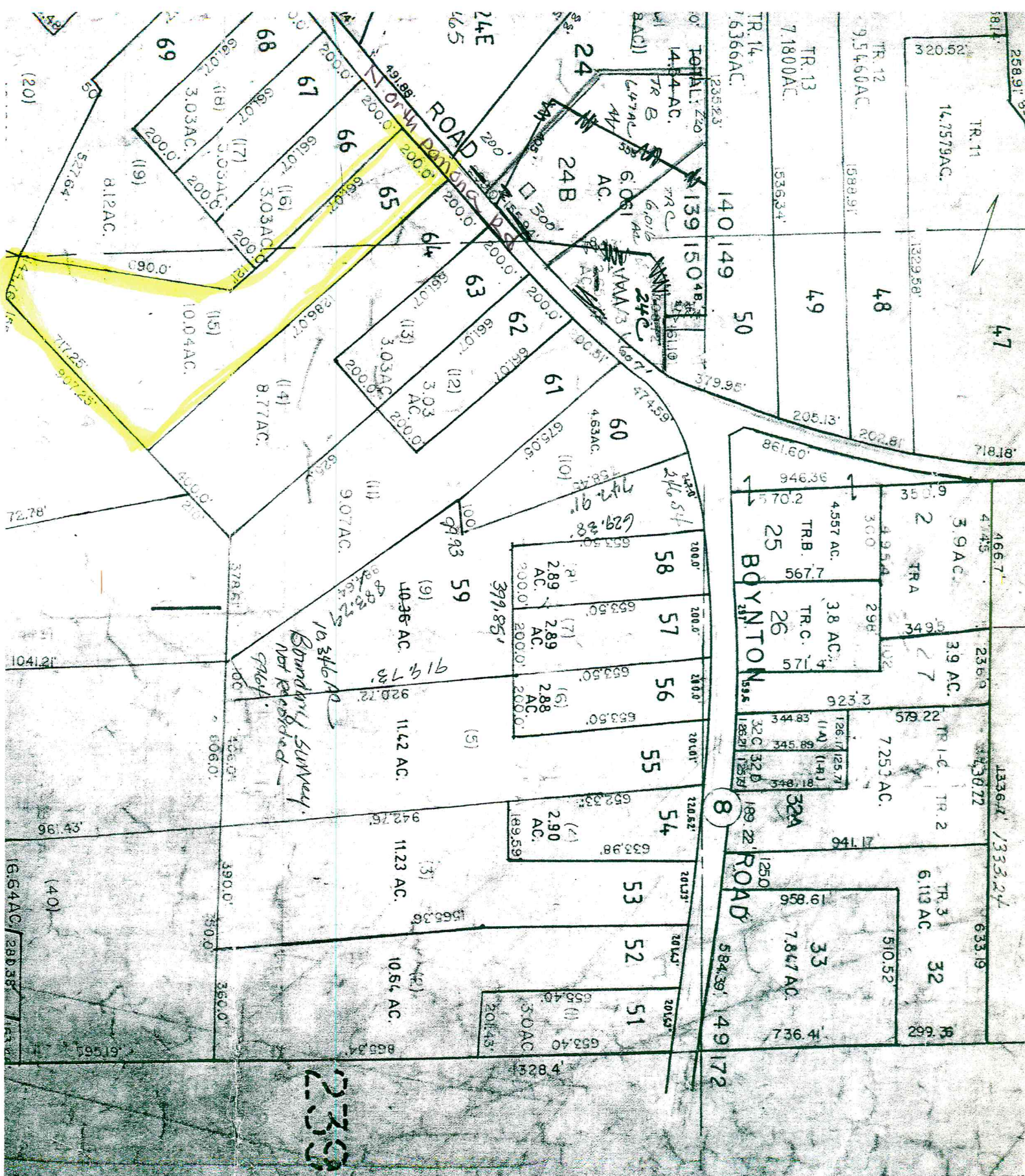
If the noise is too loud
Please give me a call, it is not our intention to
disturb

anyone, but to enjoy a day of
love, and fellowship with Family

Thanks in advance, Sincerely

Cornilia

678-665-7695





SPALDING COUNTY BOARD OF COMMISSIONERS State Court Mental Health Court/Accountability Court

Requesting Agency

County Manager

Requested Action

Consider authorizing Chairman to execute subgrantee agreement with Georgia Criminal Justice Coordinating Council for funding of the Accountability Court for FY 2018.

Requirement for Board Action

Consider request from Judge Esary for Spalding County to continue to serve as Fiscal Agent for a Grant from the Georgia Criminal Justice Coordinating Council which funds the Accountability Court.

Is this Item Goal Related?

No

Summary and Background

This grant will provide 100% funding for one full time position to work with the State Court judges in setting up the State Court Mental Health Court. This action states that the County will continue to act as the Fiscal Agent and administer this grant.

Fiscal Impact / Funding Source

Grant amount for the period July 1, 2017 - June 30, 2018 is \$141,221.00.

The County will need to accept the grant and agree to be the fiscal agent for the grant on a reimbursement basis.

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Criminal Justice Coordinating Council Subgrant Award	5/30/2017	Backup Material

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL
State of Georgia - Accountability Courts

SUBGRANT AWARD

SUBGRANTEE: Spalding County Board of Commissioners

IMPLEMENTING

AGENCY: Spalding County BOC

PROJECT NAME: Mental Health Court

SUBGRANT NUMBER: J18-8-076

FEDERAL FUNDS: \$ 141,221

MATCHING FUNDS: \$ 15,691

TOTAL FUNDS: \$ 156,912

GRANT PERIOD: 07/01/17-06/30/18

This award is made under the Accountability Courts State of Georgia grant program. The purpose of the Accountability Court Grants program is to make grants to local courts and judicial circuits to establish specialty courts or dockets to address offenders arrested for drug charges or mental health issues. This grant program is subject to the administrative rules established by the Criminal Justice Coordinating Council.


This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by June 30, 2017.

AGENCY APPROVAL

SUBGRANTEE APPROVAL


Jay Neal, Director
Criminal Justice Coordinating Council

Date Executed: 07/01/17


Signature of Authorized Official Date

Bart Miller, Jr. Chairperson Spalding County BOC
Typed Name & Title of Authorized Official

58-6000886-001

Employer Tax Identification Number (EIN)

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/17	9		**	J18-8-076
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				
ITEM CODE	DESCRIPTION 25 CHARACTERS				EXPENSE ACCT	AMOUNT	
1	Mental Health Court				624.41	\$ 141,221	

SPALDING COUNTY
MENTAL HEALTH/VETERANS TREATMENT COURT

P.O. Box 1590
Griffin, GA 30224
770-467-8824
Sidney R. Esary, Senior Judge

June 6, 2017

Criminal Justice Coordinating Council
104 Marietta Street, NW, Suite 400
Atlanta, GA 30303-2743

RE: Sub-Grant Award: J18-8-076

Dear Sir or Madam:

Please let this letter serve as notice that Bart Miller, Jr. as authorized official for Spalding County, Georgia hereby designates our County Manager, William P. Wilson, Jr., as signing authority for Spalding County for the above-referenced grant.

Please feel free to contact me if you have any questions or need additional information.

Thank you for your assistance in this matter.

Sincerely,

Bart Miller Jr., Chairperson
Spalding County Board of Commissioners

FY'18 Budget Detail Worksheet

Court Name

Spalding County Mental Health Court

Budget Worksheet Category	Line Item Approvals	Line Item Totals
Personnel	Program Coordinator 50,003.20 Coordinator Benefits 16,011.02	\$66,014
Contract Services	Counselor 35,000.00 Law Enforcement/Surveillance 10,000.00 Lab Tech/Screeners 14,040.00	\$59,040
Drug Testing Supplies	Confirmation Test 11,830.00 Reagents 300.00	\$12,130
Non-Drug Testing Supplies	iPad 750.00 iPad supplies 195.00	\$945
Equipment		\$0
Training and Travel	CACJ State Conference 3,092.02	\$3,092
Transportation		\$0
Total Budget Request:		\$141,221

Match:

\$15,691

CACJ Funding Committee Notes:



SPALDING COUNTY BOARD OF COMMISSIONERS Increasing 401(a) Defined Contribution Match

Requesting Agency

Human Resources

Requested Action

Consider approval of an Amendment to the 401(a) Defined Contribution Plan to increase the employer matching contribution from 2% to 3% effective July 1, 2017.

Requirement for Board Action

An Amendment to the 401(a) Defined Contribution Plan requires approval of the Board of Commissioners.

Is this Item Goal Related?

Yes

Enhance employee retention.

Summary and Background

This is the third of four 1% annual increments designed to return the County's 401(a) matching contribution to the original level of a 4% match.

Fiscal Impact / Funding Source

Cost to fund the increased match is included in the recommended FY-18 budget.

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Resolution to Amend 401(a) Defined Contribution Plan	5/30/2017	Exhibit
<input type="checkbox"/> Amendment to 401(a) Defined Contribution Plan	5/30/2017	Exhibit

**RESOLUTION TO AMEND
ACCG 401(A) DEFINED CONTRIBUTION PLAN
FOR SPALDING COUNTY EMPLOYEES**

WHEREAS, Spalding County, Georgia (the “County”) previously adopted the Association County Commissioners of Georgia 401(a) Defined Contribution Plan for Spalding County Employees (the “Plan”) through an Adoption Agreement, most recently amended and restated effective January 1, 2013 and dated February 21, 2013; and

WHEREAS, the Plan currently provides for an Employer Matching Contribution equal to fifty percent (50%) of the first four percent (4%) on amounts Participants contribute to the County’s 457(b) Eligible Deferred Compensation Plan; and

WHEREAS, the County desires to provide for an Employer Matching Contribution equal to **fifty percent (50%)** of the first **six percent (6%)** on amounts Participants contribute to the County’s 457(b) Eligible Deferred Compensation Plan. The maximum Matching Contribution shall be no more than **three percent (3%)** of Compensation made on a payroll basis.

NOW, THEREFORE, BE IT RESOLVED that the Chair of the Board of Commissioners of Spalding County, Georgia is hereby authorized, empowered, and directed to take all further actions and to execute all documents necessary, including any amendments to the Plan or the Adoption Agreement, to implement this change effective July 1, 2017.

FURTHER RESOLVED that any resolution in conflict with this resolution is hereby repealed.

SPALDING COUNTY, GEORGIA

By: _____
Bart Miller

Title: Chairperson, Spalding County Board of Commissioners

Date June 5, 2017

Attest:

By: _____
Witness

**ADOPTION AGREEMENT AMENDMENT #4
TO ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA
401(A) DEFINED CONTRIBUTION PLAN
FOR SPALDING COUNTY EMPLOYEES**

WHEREAS, Spalding County, Georgia (the “Employer”) established the ACCG 401(a) Defined Contribution Plan for Spalding County Employees (the “Plan”) through an Adoption Agreement, most recently amended and restated effective January 1, 2013 and dated February 21, 2013;

WHEREAS, Section 13.01 of the Plan allows the Employer to amend the elective provisions of the Adoption Agreement; and

WHEREAS, the Employer desires to amend the Adoption Agreement to change the Employer Matching Contribution effective July 1, 2017.

NOW, THEREFORE, the Adoption Agreement is hereby amended as follows:

Section 4.03, Employer Matching Contributions, is deleted in its entirety and replaced with the following language:

4.03 EMPLOYER MATCHING CONTRIBUTIONS.

- ☐ No Matching Contributions on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan
- ☒ Matching Contributions equal to **fifty percent (50%)** of the first **six percent (6%)** on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan. The maximum Matching Contribution shall be no more than **three percent (3%)** of Compensation.
- ☐ Matching Contributions equal to _____ **percent** (____%) of the first _____ **percent** (____%) on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan and _____ **percent** (____%) of the next _____ **percent** (____%) so contributed. The maximum Matching Contribution shall be no more than ____ **percent** (____%) of Compensation.
- ☐ Other formula:
- ☐ Discretionary Matching Contribution as determined each year by the Employer
- ☒ Matching Contributions shall be calculated based on whole percentages of Compensation deferred by the Participant

Matching Contributions shall be made:

- ☒ On a payroll basis
- ☐ On an annual basis
- ☐ Other (specify):

(Note: Matching contributions made on a payroll basis will not be recalculated at the end of the year)

Amendment Effective Date: July 1, 2017

IN WITNESS WHEREOF, the Employer has caused its duly authorized officer to execute this Amendment on the date noted below.

SPALDING COUNTY, GEORGIA

By: _____
Bart Miller

Title: Chairperson, Spalding County Board of Commissioners

Date: June 5, 2017



SPALDING COUNTY BOARD OF COMMISSIONERS Fairmont HVAC Bid

Requesting Agency

SCPRD

Requested Action

Consider bids for the Fairmont Community Center HVAC System.

Requirement for Board Action

BOC approves all bids.

Is this Item Goal Related?

No

Summary and Background

Fiscal Impact / Funding Source

2016 SPLOST funds

STAFF RECOMMENDATION

Powers Heating and Air, low bidder in the amount of \$

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Description of Work	5/16/2017	Backup Material
<input type="checkbox"/> Bid Chart	5/31/2017	Backup Material

POWERS HEATING & AIR

Residential · Commercial Sales & Service

April 25, 2017

Powers Heating and Air will remove the in-ceiling unit serving the "Dance Room" and move it to the closet located inside the dance room. This new unit will be a 7 ½ Ton split system. The closet will house the unit with a return to be placed in the wall of the closet. The supply ductwork will be re-routed from the closet up into the ceiling, to tie into the existing supply trunk line.

Powers Heating and Air will remove the 12 ½ Ton unit that is located inside of the electrical/mechanical room. It will be replaced with a 10 Ton split system with dual furnaces to provide for the commons area, office space, and additional room. Powers Heating and Air will provide an additional takeoff for the new computer room, which will be located next to the office. Powers Heating and Air will also provide ductwork and air distribution for the back hallway. The new equipment will be placed in the existing equipment's location.

Both the 10 Ton and the 7 ½ Ton units will have Outside Air added to the return ductwork to bring them into compliance with code. All the new equipment will have a stand-alone smoke detector installed. Powers Heating and Air will provide internet viewable and controllable controls on all new equipment.

Powers Heating and Air will tie gas line into the existing gas line which will be controlled by the new equipment. A pressure test will be performed on the newly installed gas line. Powers Heating and Air will not be held responsible for any leaks on the existing gas line but will notify the owners for any needed corrective action.

Cheri Powers

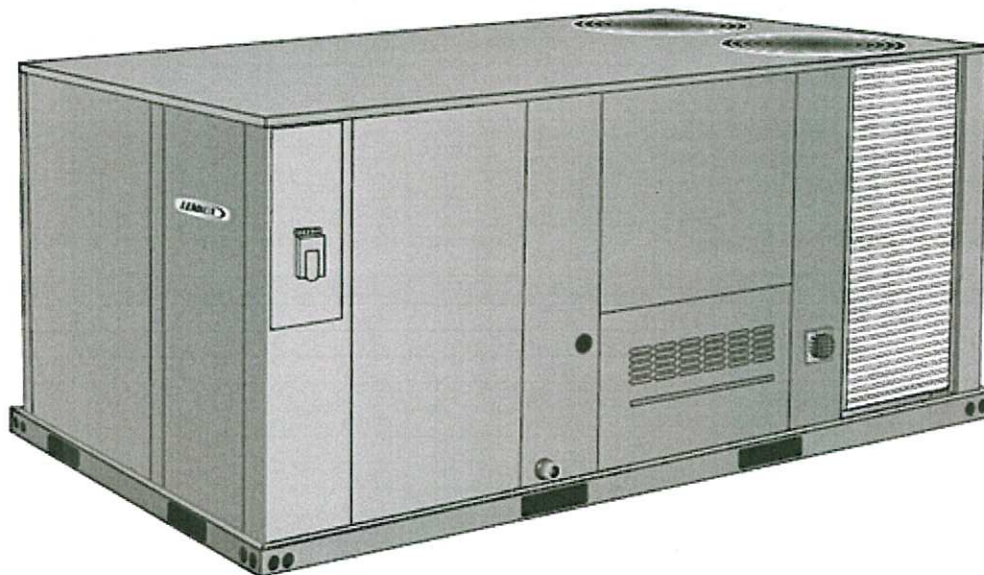
200 Tiger Way · Peachtree City, GA 30269

Office: 770.487.2040 · Fax: 678.364.1754 · www.callpowers.com



PACKAGED GAS/ELECTRIC

KG
Landmark® Rooftop Units
60 HZ



Landmark® rooftop units from Lennox are the new standard for reliable, efficient rooftop units built for long-lasting performance that can significantly improve indoor environments. Landmark® rooftop units feature:

- **Aluminized Steel Heat Exchanger With Inshot Burners** - Life cycle tested.
- **R-410A Refrigerant** - Environmentally friendly
- **Scroll Compressors** - Single speed scroll compressors are furnished on all models.
- **Lennox' Environ™ Coil System** - Smaller, lighter condenser coil.
- **High Pressure Switches** - Protect compressor.
- **Isolated Compressor Compartment** - Allows performance check during normal compressor operation without disrupting airflow.
- **Independent Outdoor Fan Motor Mounts** - Allows for easy and efficient service access without removing the top panel.
- **Constant Air Volume (CAV) or MSAV® (Multi-Stage Air Volume) Supply Air Blower Option** - Allows constant or multi-staged air delivery.
- **Downflow or Horizontal Airflow** - Easy field conversion.
- **Two Fork Lift Slots on Three Sides** - Easy to pick up and transport units from almost any angle.
- **Corrosion-Resistant Removable, Reversible Drain Pan** - Provides application flexibility, durability and improved serviceability.
- **Thermostatic Expansion Valves** - Provide peak cooling performance across the entire application range.
- **MERV 8 or MERV 13 Filters** - Available as field installed option, provide an enhanced level of indoor air quality, and can help the building qualify for additional LEED credits.

SPECIFICATIONS			7.5 TON				
General Data	Nominal Tonnage		7.5 Ton	7.5 Ton	7.5 Ton	7.5 Ton	
	Model Number		KGA092S4B	KGA092S4M	KGA092H4B	KGA092H4M	
	Efficiency Type		Standard	Standard	High	High	
	Blower Type		Constant Air Volume (CAV)	MSAV (Multi-Stage Air Volume)	Constant Air Volume (CAV)	MSAV (Multi-Stage Air Volume)	
Cooling Performance	Gross Cooling Capacity - Btuh		88,200	88,200	93,000	93,000	
	¹ Net Cooling Capacity - Btuh		86,000	86,000	90,000	90,000	
	AHRI Rated Air Flow - cfm		3000	3000	3000	2800	
	Total Unit Power - kW		7.8	7.8	7.2	7.2	
	¹ EER (Btuh/Watt)		11.0	11.0	12.5	12.5	
	¹ IEER (Btuh/Watt)		11.8	13.0	13.0	14.0	
	Refrigerant Type		R-410A	R-410A	R-410A	R-410A	
	Refrigerant Charge Furnished	Circuit 1	4 lbs. 3 oz.	4 lbs. 3 oz.	7 lbs. 8 oz.	7 lbs. 8 oz.	
	Circuit 2	3 lbs. 6 oz.	3 lbs. 6 oz.	7 lbs. 8 oz.	7 lbs. 8 oz.		
Gas Heating Options Available - See page 17			Standard (2 stage), Medium (2 Stage), High (2 Stage)				
Compressor Type (number)			Scroll (2)	Scroll (2)	Scroll (2)	Scroll (2)	
Outdoor Coils	Net face area (total) - sq. ft.		20.9	20.9	28.0	28.0	
Outdoor Coil Fans	Number of rows		1	1	1	1	
	Fins per inch		23	23	20	20	
	Motor - (No.) hp		(2) 1/3	(2) 1/3	(2) 1/3	(2) 1/3	
	Motor rpm		1075	1075	1075	1075	
	Total Motor watts		740	740	800	800	
	Diameter - (No.) in.		(2) 24	(2) 24	(2) 24	(2) 24	
	Number of blades		3	3	3	3	
	Total Air volume - cfm		8800	8800	8800	8800	
Indoor Coils	Net face area (total) - sq. ft.		12.78	12.78	12.78	12.78	
	Tube diameter - in.		3/8	3/8	3/8	3/8	
	Number of rows		2	2	4	4	
	Fins per inch		14	14	14	14	
Drain connection - Number and size			(2) 1 in. NPT coupling				
Expansion device type			Refrigerant Metering Orifice (RFC)		Balance port TXV, removable head		
² Indoor Blower and Drive Selection	Nominal motor output		2 hp, 3 hp, 5 hp				
	Maximum usable motor output (US Only)		2.3 hp, 3.45 hp, 5.75 hp				
	Motor - Drive kit number		2 hp Kit 1 590-890 rpm Kit 2 800-1105 rpm Kit 3 795-1195 rpm 3 hp Kit 4 730-970 rpm Kit 5 940-1200 rpm Kit 6 1015-1300 rpm 5 hp Kit 10 800-1135 rpm Kit 11 1040-1315 rpm Kit 12 1125-1425 rpm				
	Blower wheel nominal diameter x width - in.		(1) 15 X 15	(1) 15 X 15	(1) 15 X 15	(1) 15 X 15	
	Filters	Type of filter	Disposable				
		Number and size - in.	(4) 20 x 25 x 2				
	Electrical characteristics			208/230V, 480V or 575V - 60 hertz - 3 phase			
	NOTE - Net capacity includes evaporator blower motor heat deduction. Gross capacity does not include evaporator blower motor heat deduction.						

¹ AHRI Certified to AHRI Standard 340/360; 95°F outdoor air temperature and 80°F db/67°F wb entering evaporator air; minimum external duct static pressure.

² Using total air volume and system static pressure requirements determine from blower performance tables rpm and motor output required. Maximum usable output of motors furnished are shown. In Canada, nominal motor output is also maximum usable motor output. If motors of comparable output are used, be sure to keep within the service factor limitations outlined on the motor nameplate.

NOTE - Units equipped with MSAV® (Multi-Stage Air Volume) option are limited to a motor service factor of 1.0.

SPECIFICATIONS

8.5 TON

General Data		8.5 Ton	8.5 Ton	8.5 Ton	8.5 Ton	
Nominal Tonnage		KGA102S4B	KGA102S4M	KGA102H4B	KGA102H4M	
Model Number		Standard	Standard	High	High	
Efficiency Type		Constant Air Volume (CAV)	MSAV (Multi-Stage Air Volume)	Constant Air Volume (CAV)	MSAV (Multi-Stage Air Volume)	
Blower Type						
Cooling Performance	Gross Cooling Capacity - Btuh	99,600	99,600	103,800	103,800	
	¹ Net Cooling Capacity - Btuh	97,000	97,000	100,000	100,000	
	AHRI Rated Air Flow - cfm	3400	3400	3400	3400	
	Total Unit Power - kW	8.8	8.8	8.2	8.2	
	¹ EER (Btuh/Watt)	11.0	11.0	12.2	12.2	
	¹ IEER (Btuh/Watt)	11.8	13.0	12.9	14.0	
	Refrigerant Type	R-410A	R-410A	R-410A	R-410A	
	Refrigerant Charge Furnished	Circuit 1	3 lbs. 12 oz.	3 lbs. 12 oz.	7 lbs. 8 oz.	7 lbs. 8 oz.
		Circuit 2	3 lbs. 12 oz.	3 lbs. 12 oz.	7 lbs. 8 oz.	7 lbs. 8 oz.
Gas Heating Options Available - See page 17		Standard (2 stage), Medium (2 Stage), High (2 Stage)				
Compressor Type (number)		Scroll (2)	Scroll (2)	Scroll (2)	Scroll (2)	
Outdoor Coils	Net face area (total) - sq. ft.	20.9	20.9	28.0	28.0	
	Number of rows	1	1	1	1	
	Fins per inch	23	23	20	20	
Outdoor Coil Fans	Motor - (No.) hp	(2) 1/3	(2) 1/3	(2) 1/3	(2) 1/3	
	Motor rpm	1075	1075	1075	1075	
	Total Motor watts	740	740	800	800	
	Diameter - (No.) in.	(2) 24	(2) 24	(2) 24	(2) 24	
	Number of blades	3	3	3	3	
	Total Air volume - cfm	8800	8800	8800	8800	
Indoor Coils	Net face area (total) - sq. ft.	12.78	12.78	12.78	12.78	
	Tube diameter - in.	3/8	3/8	3/8	3/8	
	Number of rows	2	2	4	4	
	Fins per inch	14	14	14	14	
Drain connection - Number and size		(2) 1 in. NPT coupling				
Expansion device type		Refrigerant Metering Orifice (RFC)		Balance port TXV, removable head		
² Indoor Blower and Drive Selection	Nominal motor output	2 hp, 3 hp, 5 hp				
	Maximum usable motor output (US Only)	2.3 hp, 3.45 hp, 5.75 hp				
	Motor - Drive kit number	2 hp				
		Kit 1 590-890 rpm				
		Kit 2 800-1105 rpm				
		Kit 3 795-1195 rpm				
		3 hp				
		Kit 4 730-970 rpm				
		Kit 5 940-1200 rpm				
		Kit 6 1015-1300 rpm				
		5 hp				
		Kit 10 900-1135 rpm				
		Kit 11 1040-1315 rpm				
		Kit 12 1125-1425 rpm				
		Blower wheel nominal diameter x width - in.		(1) 15 X 15	(1) 15 X 15	(1) 15 X 15
Filters	Type of filter	Disposable				
	Number and size - in.	(4) 20 x 25 x 2				
Electrical characteristics		208/230V, 480V or 575V - 60 hertz - 3 phase				

NOTE - Net capacity includes evaporator blower motor heat deduction. Gross capacity does not include evaporator blower motor heat deduction.

¹ AHRI Certified to AHRI Standard 340/360; 95°F outdoor air temperature and 80°F db/67°F wb entering evaporator air; minimum external duct static pressure.

² Using total air volume and system static pressure requirements determine from blower performance tables rpm and motor output required. Maximum usable output of motors furnished are shown. In Canada, nominal motor output is also maximum usable motor output. If motors of comparable output are used, be sure to keep within the service factor limitations outlined on the motor nameplate.

NOTE - Units equipped with MSAV® (Multi-Stage Air Volume) MSAV® (Multi-Stage Air Volume) option are limited to a motor service factor of 1.0.

SPECIFICATIONS		10 TON				
General Data		Nominal Tonnage	10 Ton	10 Ton	10 Ton	10 Ton
		Model Number	KGA120S4B	KGA120S4M	KGA120H4B	KGA120H4M
		Efficiency Type	Standard	Standard	High	High
		Blower Type	Constant Air Volume (CAV)	MSAV (Multi-Stage Air Volume)	Constant Air Volume (CAV)	MSAV (Multi-Stage Air Volume)
Cooling Performance	Gross Cooling Capacity - Btuh		118,400	118,400	122,000	122,000
	¹ Net Cooling Capacity - Btuh		115,000	115,000	118,000	118,000
	AHRI Rated Air Flow - cfm		3800	3800	3600	3300
	Total Unit Power - kW		10.5	10.5	9.8	9.8
	¹ EER (Btuh/Watt)		11.0	11.0	12	12
	¹ IEER (Btuh/Watt)		11.8	13.0	13	13.8
	Refrigerant Type		R-410A	R-410A	R-410A	R-410A
	Refrigerant Charge Furnished	Circuit 1	4 lbs. 12 oz.	4 lbs. 12 oz.	7 lbs. 4 oz.	7 lbs. 4 oz.
	Circuit 2	4 lbs. 10 oz.	4 lbs. 10 oz.	7 lbs. 8 oz.	7 lbs. 8 oz.	
Gas Heating Options Available - See page 17		Standard (2 stage), Medium (2 Stage), High (2 Stage)				
Compressor Type (number)		Scroll (2)	Scroll (2)	Scroll (2)	Scroll (2)	
Outdoor Coils	Net face area (total) - sq. ft.	28.0	28.0	28.0	28.0	
	Number of rows	1	1	1	1	
	Fins per inch	23	23	20	20	
Outdoor Coil Fans	Motor - (No.) hp	(2) 1/3	(2) 1/3	(2) 1/3	(2) 1/3	
	Motor rpm	1075	1075	1075	1075	
	Total Motor watts	690	690	800	800	
	Diameter - (No.) in.	(2) 24	(2) 24	(2) 24	(2) 24	
	Number of blades	3	3	3	3	
	Total Air volume - cfm	9300	9300	8800	8800	
Indoor Coils	Net face area (total) - sq. ft.	12.78	12.78	13.54	13.54	
	Tube diameter - in.	3/8	3/8	3/8	3/8	
	Number of rows	3	3	4	4	
	Fins per inch	14	14	14	14	
Drain connection - Number and size		(2) 1 in. NPT coupling				
Expansion device type		Refrigerant Metering Orifice (RFC)		Balance port TXV, removable head		
² Indoor Blower and Drive Selection	Nominal motor output	2 hp, 3 hp, 5 hp				
	Maximum usable motor output (US Only)	2.3 hp, 3.45 hp, 5.75 hp				
	Motor - Drive kit number	2 hp Kit 1 580-880 rpm Kit 2 800-1105 rpm Kit 3 795-1195 rpm 3 hp Kit 4 730-970 rpm Kit 5 940-1200 rpm Kit 6 1015-1300 rpm 5 hp Kit 10 900-1135 rpm Kit 11 1040-1315 rpm Kit 12 1125-1425 rpm				
Blower wheel nominal diameter x width - in.		(1) 15 X 15	(1) 15 X 15	(1) 15 X 15	(1) 15 X 15	
Filters	Type of filter	Disposable				
	Number and size - in.	(4) 20 x 25 x 2				
Electrical characteristics		208/230V, 480V or 575V - 60 hertz - 3 phase				

NOTE - Net capacity Includes evaporator blower motor heat deduction. Gross capacity does not include evaporator blower motor heat deduction.

¹ AHRI Certified to AHRI Standard 340/360; 95°F outdoor air temperature and 80°F db/67°F wb entering evaporator air; minimum external duct static pressure.

² Using total air volume and system static pressure requirements determine from blower performance tables rpm and motor output required. Maximum usable output of motors furnished are shown. In Canada, nominal motor output is also maximum usable motor output. If motors of comparable output are used, be sure to keep within the service factor limitations outlined on the motor nameplate.

NOTE - Units equipped with MSAV® (Multi-Stage Air Volume) MSAV® (Multi-Stage Air Volume) option are limited to a motor service factor of 1.0.

SPECIFICATIONS

12.5 TON

General Data		12.5 Ton	12.5 Ton
Nominal Tonnage		12.5 Ton	12.5 Ton
Model Number		KGA150S4B	KGA150S4M
Efficiency Type		Standard	Standard
Blower Type		Constant Air Volume (CAV)	MSAV (Multi-Stage Air Volume)
Cooling	Gross Cooling Capacity - Btuh	142,600	142,600
Performance	¹ Net Cooling Capacity - Btuh	138,000	138,000
	AHRI Rated Air Flow - cfm	4100	4100
	Total Unit Power - kW	12.5	12.5
	¹ EER (Btuh/Watt)	10.8	10.8
	¹ IEER (Btuh/Watt)	11.4	12.0
Refrigerant Type		R-410A	R-410A
Refrigerant Charge Furnished	Circuit 1	7 lbs. 4 oz.	7 lbs. 4 oz.
	Circuit 2	6 lbs. 12 oz.	6 lbs. 12 oz.
Gas Heating Options Available - See page 17		Standard (2 stage), Medium (2 Stage), High (2 Stage)	
Compressor Type (number)		Scroll (2)	Scroll (2)
Outdoor	Net face area (total) - sq. ft.	28.0	28.0
Coils	Number of rows	1	1
	Fins per inch	20	20
Outdoor	Motor - (No.) hp	(2) 1/2	(2) 1/2
Coil Fans	Motor rpm	1075	1075
	Total Motor watts	1050	1050
	Diameter - (No.) in.	(2) 24	(2) 24
	Number of blades	3	3
Total Air volume - cfm		9700	9700
Indoor	Net face area (total) - sq. ft.	13.54	13.54
Coils	Tube diameter - in.	3/8	3/8
	Number of rows	4	4
	Fins per inch	14	14
Drain connection - Number and size		(2) 1 in. NPT coupling	
Expansion device type		Refrigerant Metering Orifice (RFC)	
² Indoor Blower and Drive Selection	Nominal motor output	2 hp, 3 hp, 5 hp	
	Maximum usable motor output (US Only)	2.3 hp, 3.45 hp, 5.75 hp	
Motor - Drive kit number		2 hp Kit 1 590-890 rpm Kit 2 800-1105 rpm Kit 3 795-1195 rpm 3 hp Kit 4 730-970 rpm Kit 5 940-1200 rpm Kit 6 1015-1300 rpm 5 hp Kit 10 900-1135 rpm Kit 11 1040-1315 rpm Kit 12 1125-1425 rpm	
Blower wheel nominal diameter x width - in.		(1) 15 X 15	(1) 15 X 15
Filters	Type of filter	Disposable	
	Number and size - in.	(4) 20 x 25 x 2	
Electrical characteristics		208/230V, 460V or 575V - 60 hertz - 3 phase	

NOTE - Net capacity includes evaporator blower motor heat deduction. Gross capacity does not include evaporator blower motor heat deduction.

¹ AHRI Certified to AHRI Standard 340/360; 95°F outdoor air temperature and 80°F db/67°F wb entering evaporator air; minimum external duct static pressure.

² Using total air volume and system static pressure requirements determine from blower performance tables room and motor output required. Maximum usable output of

WEIGHT DATA

Model Number	Net		Shipping		Model Number	Net		Shipping	
	lbs.	kg	lbs.	kg		lbs.	kg	lbs.	kg
092S Base Unit	918	416	1003	455	092H Base Unit	1100	499	1185	538
092S Max. Unit	1069	485	1154	523	092H Max. Unit	1251	567	1336	606
102S Base Unit	938	425	1023	464	102H Base Unit	1107	502	1192	541
102S Max. Unit	1089	494	1174	533	102H Max. Unit	1258	571	1343	609
120S Base Unit	988	447	1071	486	120H Base Unit	1142	518	1227	557
120S Max. Unit	1137	516	1222	554	120H Max. Unit	1293	586	1378	625
150S Base Unit	1072	486	1157	525					
150S Max. Unit	1223	555	1308	593					

ELECTRICAL DATA**7.5 TON****7.5 TON STANDARD EFFICIENCY (R-410A)****KGA092S4**

¹ Voltage - 60hz		208/230V - 3 Ph			460V - 3 Ph			575V - 3 Ph		
Compressor 1	Rated Load Amps	13.1			6.1			4.4		
	Locked Rotor Amps	83.1			41			33		
Compressor 2	Rated Load Amps	13.1			6.1			4.4		
	Locked Rotor Amps	83.1			41			33		
Outdoor Fan Motors (2)	Full Load Amps	2.4			1.3			1		
	(total)	(4.8)			(2.6)			(2)		
Power Exhaust (1) 0.33 HP	Full Load Amps	2.4			1.3			1		
Service Outlet 115V GFI (amps)		15			15			20		
Indoor Blower Motor	Horsepower	2	3	5	2	3	5	2	3	5
	Full Load Amps	7.5	10.6	16.7	3.4	4.8	7.6	2.7	3.9	6.1
² Maximum Overcurrent Protection	Unit Only	50	50	60	25	25	30	15	20	20
	With (1) 0.33 HP Power Exhaust	50	60	70	25	25	30	20	20	25
³ Minimum Circuit Ampacity	Unit Only	42	45	52	20	22	25	15	16	19
	With (1) 0.33 HP Power Exhaust	45	48	55	22	23	26	16	17	20

NOTE - All units have a minimum Short Circuit Current Rating (SCCR) of 5000 amps.

¹ Extremes of operating range are plus and minus 10% of line voltage.² HACR type breaker or fuse.³ Refer to National or Canadian Electrical Code manual to determine wire, fuse and disconnect size requirements.**7.5 TON HIGH EFFICIENCY (R-410A)****KGA092H4**

¹ Voltage - 60hz		208/230V - 3 Ph			460V - 3 Ph			575V - 3 Ph		
Compressor 1	Rated Load Amps	13.1			6.1			4.4		
	Locked Rotor Amps	83.1			41			33		
Compressor 2	Rated Load Amps	13.1			6.1			4.4		
	Locked Rotor Amps	83.1			41			33		
Outdoor Fan Motors (2)	Full Load Amps	2.4			1.3			1		
	(total)	(4.8)			(2.6)			(2)		
Power Exhaust (1) 0.33 HP	Full Load Amps	2.4			1.3			1		
Service Outlet 115V GFI (amps)		15			15			20		
Indoor Blower Motor	Horsepower	2	3	5	2	3	5	2	3	5
	Full Load Amps	7.5	10.6	16.7	3.4	4.8	7.6	2.7	3.9	6.1
² Maximum Overcurrent Protection	Unit Only	50	50	60	25	25	30	15	20	20
	With (1) 0.33 HP Power Exhaust	50	60	70	25	25	30	20	20	25
³ Minimum Circuit Ampacity	Unit Only	42	45	52	20	22	25	15	16	19
	With (1) 0.33 HP Power Exhaust	45	48	55	22	23	26	16	17	20

NOTE - All units have a minimum Short Circuit Current Rating (SCCR) of 5000 amps.

¹ Extremes of operating range are plus and minus 10% of line voltage.² HACR type breaker or fuse.³ Refer to National or Canadian Electrical Code manual to determine wire, fuse and disconnect size requirements.

ELECTRICAL DATA										8.5 TON
8.5 TON STANDARD EFFICIENCY (R-410A)										KGAI02S4

¹ Voltage - 60hz		208/230V - 3 Ph			460V - 3 Ph			575V - 3 Ph		
Compressor 1	Rated Load Amps	14.5			6.3			6		
	Locked Rotor Amps	98			55			41		
Compressor 2	Rated Load Amps	14.5			6.3			6		
	Locked Rotor Amps	98			55			41		
Outdoor Fan Motors (2)	Full Load Amps	2.4			1.3			1		
	(total)	(4.8)			(2.6)			(2)		
Power Exhaust (1) 0.33 HP	Full Load Amps	2.4			1.3			1		
Service Outlet 115V GFI (amps)		15			15			20		
Indoor Blower Motor	Horsepower	2	3	5	2	3	5	2	3	5
	Full Load Amps	7.5	10.6	16.7	3.4	4.8	7.6	2.7	3.9	6.1
² Maximum Overcurrent Protection	Unit Only	50	60	70	25	25	30	20	25	25
	With (1) 0.33 HP Power Exhaust	60	60	70	25	25	30	25	25	25
³ Minimum Circuit Ampacity	Unit Only	45	49	55	21	22	25	19	20	22
	With (1) 0.33 HP Power Exhaust	48	51	58	22	23	27	20	21	23

NOTE - All units have a minimum Short Circuit Current Rating (SCCR) of 5000 amps.

¹ Extremes of operating range are plus and minus 10% of line voltage.

² HACR type breaker or fuse.

³ Refer to National or Canadian Electrical Code manual to determine wire, fuse and disconnect size requirements.

8.5 TON HIGH EFFICIENCY (R-410A)										KGAI02H4
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¹ Voltage - 60hz		208/230V - 3 Ph			460V - 3 Ph			575V - 3 Ph		
Compressor 1	Rated Load Amps	13.7			6.2			4.8		
	Locked Rotor Amps	83.1			41			33		
Compressor 2	Rated Load Amps	13.7			6.2			4.8		
	Locked Rotor Amps	83.1			41			33		
Outdoor Fan Motors (2)	Full Load Amps	2.4			1.3			1		
	(total)	(4.8)			(2.6)			(2)		
Power Exhaust (1) 0.33 HP	Full Load Amps	2.4			1.3			1		
Service Outlet 115V GFI (amps)		15			15			20		
Indoor Blower Motor	Horsepower	2	3	5	2	3	5	2	3	5
	Full Load Amps	7.5	10.6	16.7	3.4	4.8	7.6	2.7	3.9	6.1
² Maximum Overcurrent Protection	Unit Only	50	50	60	25	25	30	20	20	25
	With (1) 0.33 HP Power Exhaust	50	60	70	25	25	30	20	20	25
³ Minimum Circuit Ampacity	Unit Only	44	47	54	20	22	25	16	17	20
	With (1) 0.33 HP Power Exhaust	46	49	56	22	23	26	17	18	21

NOTE - All units have a minimum Short Circuit Current Rating (SCCR) of 5000 amps.

¹ Extremes of operating range are plus and minus 10% of line voltage.

² HACR type breaker or fuse.

³ Refer to National or Canadian Electrical Code manual to determine wire, fuse and disconnect size requirements.

ELECTRICAL DATA**10 TON****10 TON STANDARD EFFICIENCY (R-410A)****KGAI20S4**

¹ Voltage - 60hz		208/230V - 3 Ph			460V - 3 Ph			575V - 3 Ph		
Compressor 1	Rated Load Amps	13.5			8			5		
	Locked Rotor Amps	109			59			40		
Compressor 2	Rated Load Amps	13.5			8			5		
	Locked Rotor Amps	109			59			40		
Outdoor Fan Motors (2)	Full Load Amps	2.4			1.3			1		
	(total)	(4.8)			(2.6)			(2)		
Power Exhaust (1) 0.33 HP	Full Load Amps	2.4			1.3			1		
Service Outlet 115V GFI (amps)		15			15			20		
Indoor Blower Motor	Horsepower	2	3	5	2	3	5	2	3	5
	Full Load Amps	7.5	10.6	16.7	3.4	4.8	7.6	2.7	3.9	6.1
² Maximum Overcurrent Protection	Unit Only	50	50	60	30	30	35	20	20	25
	With (1) 0.33 HP Power Exhaust	50	60	70	30	30	35	20	20	25
³ Minimum Circuit Ampacity	Unit Only	43	46	53	24	26	29	16	18	20
	With (1) 0.33 HP Power Exhaust	46	49	56	26	27	30	17	19	21

NOTE - All units have a minimum Short Circuit Current Rating (SCCR) of 5000 amps.

¹ Extremes of operating range are plus and minus 10% of line voltage.² HACR type breaker or fuse.³ Refer to National or Canadian Electrical Code manual to determine wire, fuse and disconnect size requirements.**10 TON HIGH EFFICIENCY (R-410A)****KGAI20H4**

¹ Voltage - 60hz		208/230V - 3 Ph			460V - 3 Ph			575V - 3 Ph		
Compressor 1	Rated Load Amps	13.5			8			5		
	Locked Rotor Amps	109			59			40		
Compressor 2	Rated Load Amps	13.5			8			5		
	Locked Rotor Amps	109			59			40		
Outdoor Fan Motors (2)	Full Load Amps	2.4			1.3			1		
	(total)	(4.8)			(2.6)			(2)		
Power Exhaust (1) 0.33 HP	Full Load Amps	2.4			1.3			1		
Service Outlet 115V GFI (amps)		15			15			20		
Indoor Blower Motor	Horsepower	2	3	5	2	3	5	2	3	5
	Full Load Amps	7.5	10.6	16.7	3.4	4.8	7.6	2.7	3.9	6.1
² Maximum Overcurrent Protection	Unit Only	50	50	60	30	30	35	20	20	25
	With (1) 0.33 HP Power Exhaust	50	60	70	30	30	35	20	20	25
³ Minimum Circuit Ampacity	Unit Only	43	46	53	24	26	29	16	18	20
	With (1) 0.33 HP Power Exhaust	46	49	56	26	27	30	17	19	21

NOTE - All units have a minimum Short Circuit Current Rating (SCCR) of 5000 amps.

¹ Extremes of operating range are plus and minus 10% of line voltage.² HACR type breaker or fuse.³ Refer to National or Canadian Electrical Code manual to determine wire, fuse and disconnect size requirements.

ELECTRICAL DATA

12.5 TON STANDARD EFFICIENCY (R-410A)

KGA150S4

¹ Voltage - 60hz		208/230V - 3 Ph			460V - 3 Ph			575V - 3 Ph		
Compressor 1	Rated Load Amps	19.6			8.2			6.6		
	Locked Rotor Amps	136			66.1			55.3		
Compressor 2	Rated Load Amps	19.6			8.2			6.6		
	Locked Rotor Amps	136			66.1			55.3		
Outdoor Fan Motors (2)	Full Load Amps	3			1.5			1.2		
	(total)	(6)			(3)			(2.4)		
Power Exhaust (1) 0.33 HP	Full Load Amps	2.4			1.3			1		
Service Outlet 115V GFI (amps)		15			15			20		
Indoor Blower Motor	Horsepower	2	3	5	2	3	5	2	3	5
	Full Load Amps	7.5	10.6	16.7	3.4	4.8	7.6	2.7	3.9	6.1
² Maximum Overcurrent Protection	Unit Only	70	80	80	30	30	35	25	25	25
	With (1) 0.33 HP Power Exhaust	70	80	80	30	35	35	25	25	30
³ Minimum Circuit Ampacity	Unit Only	58	61	67	25	27	30	20	22	24
	With (1) 0.33 HP Power Exhaust	60	64	70	27	28	31	21	23	25

NOTE - All units have a minimum Short Circuit Current Rating (SCCR) of 5000 amps.

¹ Extremes of operating range are plus and minus 10% of line voltage.

² HACR type breaker or fuse.

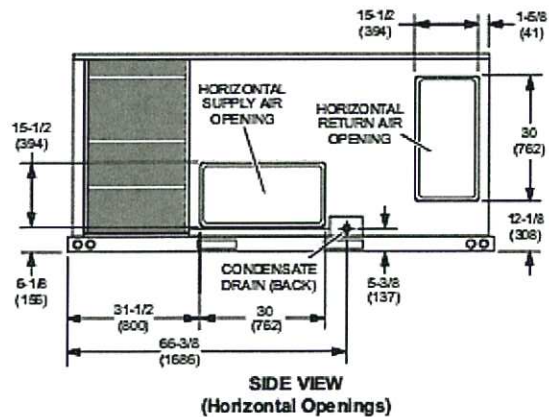
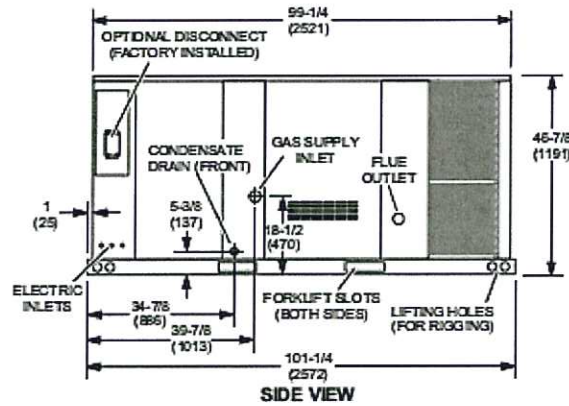
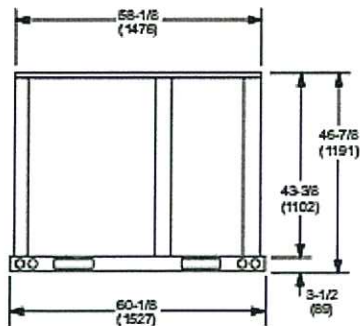
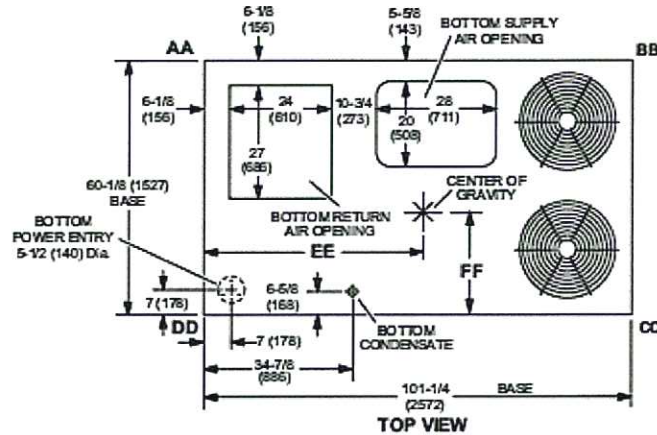
³ Refer to National or Canadian Electrical Code manual to determine wire, fuse and disconnect size requirements.

DIMENSIONS - UNIT - INCHES (MM)

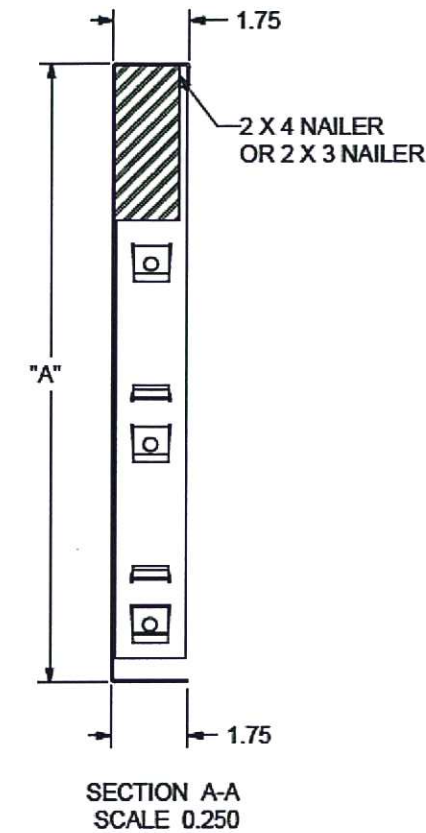
Model No.	CORNER WEIGHTS														CENTER OF GRAVITY										
	AA				BB				CC				DD				EE				FF				
	Base		Max.		Base		Max.		Base		Max.		Base		Max.		Base		Max.		Base		Max.		
	lbs.	kg	lbs.	kg	lbs.	kg	lbs.	kg	lbs.	kg	lbs.	kg	lbs.	kg	lbs.	kg	lbs.	kg	in.	mm	in.	mm	in.	mm	in.
092S	236	107	280	127	201	91	232	105	218	99	248	112	264	120	309	140	44.5	1130	43.5	1105	24.5	622	25.5	648	
092H	282	128	328	149	241	109	272	123	261	118	290	131	316	143	361	164	44.5	1130	43.5	1105	24.5	622	25.5	648	
102S	241	109	286	130	205	93	237	107	222	101	252	114	270	122	315	143	44.5	1130	43.5	1105	24.5	622	25.5	648	
102H	284	129	330	150	242	110	273	124	263	119	291	132	318	144	363	165	44.5	1130	43.5	1105	24.5	622	25.5	648	
120S	255	116	301	136	215	97	246	111	231	105	261	118	285	129	330	150	44	1118	43	1092	24.75	629	25.75	654	
120H	295	134	342	155	249	113	279	127	268	122	296	134	330	150	375	170	44	1118	43	1092	24.75	629	25.75	654	
150S	275	125	321	146	232	105	263	119	253	115	282	128	312	142	358	162	44	1118	43	1092	24	610	25	635	

Base Unit - The unit with NO OPTIONS.

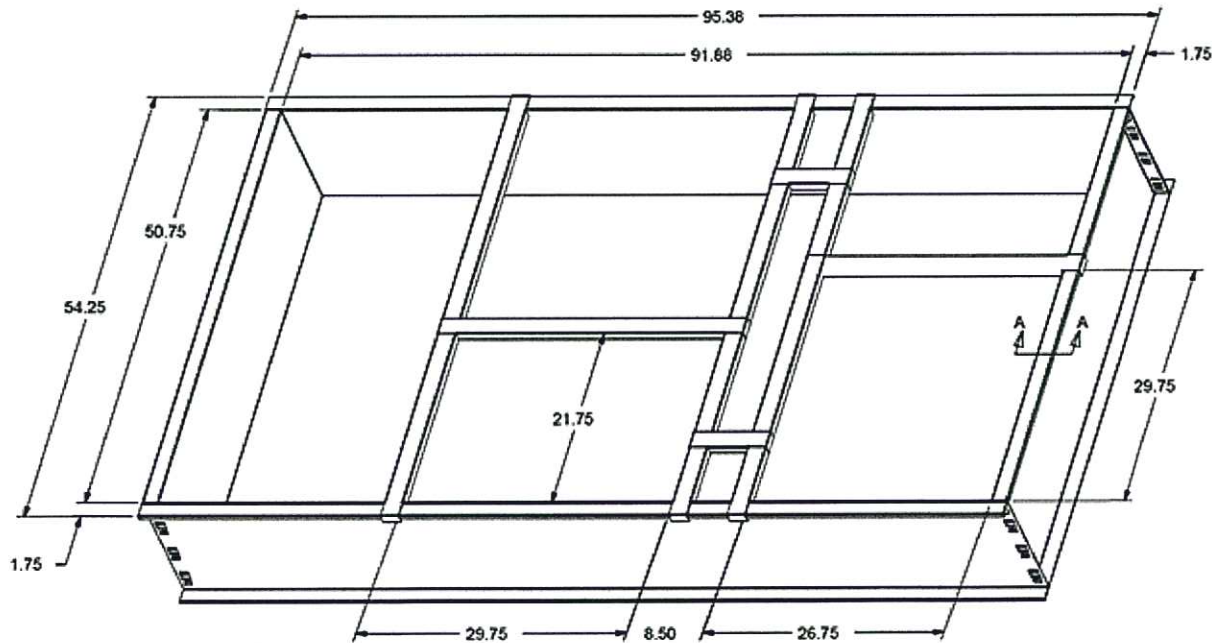
Max. Unit - The unit with ALL OPTIONS Installed. (Economizer, etc.)



HYBRID ROOF CURBS FOR -090 THRU -150 DOWNFLOW UNITS— DOUBLE DUCT OPENING

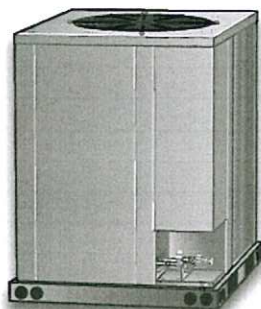


CAT NO.	DIM A
11F54	8.00
11F55	14.00
11F56	18.00
11F57	24.00





TS
T-CLASS™ SPLIT SYSTEM UNITS
R-410A - 60 HZ



072-090 Models



120-150 Models



180-240 Models

SPECIFICATIONS - 6 - 7.5 TON

General Data		Model No.	TSA072S4S	TSA090S4S
		Nominal Size - Tons	6	7.5
Connections (sweat)	Liquid line - in. (o.d)		(1) 5/8	(1) 5/8
	Suction line - in. (o.d)		(1) 1-1/8	(1) 1-1/8
Refrigerant (R-410A)			Factory installed R-410A holding charge (1 lb. per stage)	
¹ Field provided charge with 25 ft. line set			11 lbs. 0 oz.	16 lbs. 0 oz.
Condenser Coil	Net face area - sq. ft.	Outer coil	29.3	29.3
		Inner coil	---	28.4
	Tube diameter - in. & no. of rows		3/8 - 1	3/8 - 2
	Fins per inch		20	20
Condenser Fan(s)	Diameter - in. & no. of blades		(1) 24 - 3	(1) 24 - 4
	Motor hp		(1) 1/3	(1) 1/2
	Total air volume - cfm		5100	5600
	Rpm		1075	1075
		Watts	430	580

ELECTRICAL DATA

Line voltage data - 60 hz - 3 phase		208/230V	460V	575V	208/230V	460V	575V
² Maximum Overcurrent Protection (amps)		45	20	15	50	25	20
³ Minimum circuit ampacity		27	14	11	35	17	13
Compressor	No. of Compressors	1	1	1	1	1	1
	Rated load amps	19	9.7	7.4	25	12.2	9
	Locked rotor amps	123	62	50	164	100	78
Condenser Fan Motor (1 phase)	No. of motors	1	1	1	1	1	1
	Full load amps	2.4	1.3	1	3	1.5	1.2
	Locked rotor amps	4.7	2.4	1.9	6	3	2.9

SPECIFICATIONS - 10 TON

General	Model No.	TSA120S4S	TSA120S4D
Data	Nominal Size - Tons	10	10
Connections	Liquid line - in. (o.d)	(1) 5/8	(2) 5/8
(sweat)	Suction line - in. (o.d)	(1) 1-3/8	(2) 1-1/8
Refrigerant (R-410A)		Factory installed R-410A holding charge (1 lb. per stage)	
¹ Field provided charge with 25 ft. line set		17 lbs. 0 oz.	20 lbs. 0 oz.
Condenser	Net face area - sq. ft. Outer coil	29.3	29.3
Coil	Inner coil	28.4	28.4
	Tube diameter - in. & no. of rows	3/8 - 2	3/8 - 2
	Fins per inch	20	20
Condenser	Diameter - in. & no. of blades	(2) 24 - 3	(2) 24 - 3
Fan(s)	Motor hp	(2) 1/3	(2) 1/3
	Total air volume - cfm	8300	8300
	Rpm	1075	1075
	Watts	830	830

ELECTRICAL DATA

Line voltage data - 60 hz - 3 phase	208/230V	460V	575V	208/230V	460V	575V
² Maximum Overcurrent Protection (amps)	70	40	25	50	25	20
³ Minimum circuit ampacity	43	24	18	41	21	15
Compressor	No. of Compressors	1	1	1	2	2
	Rated load amps (total)	30.1	16.7	12.2	18 (32)	7.8 (15.6)
	Locked rotor amps (total)	225	114	80	110 (220)	52 (104)
Condenser	No. of motors	2	2	2	2	2
Fan Motor	Full load amps (total)	2.4 (4.8)	1.3 (2.6)	1 (2)	2.4 (4.8)	1.3 (2.6)
(1 phase)	Locked rotor amps (total)	4.7 (9.4)	2.4 (4.8)	1.9 (3.8)	4.7 (9.4)	1.9 (3.8)

SPECIFICATIONS - 12.5 - 20 TON

General	Model No.	TSA150S4D	TSA180S4D	TSA240S4D
Data	Nominal Size - Tons	12.5	15	20
Connections	Liquid line - in. (o.d)	(2) 5/8	(2) 5/8	(2) 5/8
(sweat)	Suction line - in. (o.d)	(2) 1-1/8	(2) 1-1/8	(2) 1-3/8
Refrigerant (R-410A)		Factory installed R-410A holding charge (1 lb. per stage)		
¹ Field provided charge with 25 ft. line set		21 lbs. 0 oz.	29 lbs. 0 oz.	35 lbs. 0 oz.
Condenser	Net face area - sq. ft. Outer coil	34.2	58.7	58.7
Coil	Inner coil	33.3	57.7	57.7
	Tube diameter - in. & no. of rows	3/8 - 2	3/8 - 2	3/8 - 2
	Fins per inch	20	20	20
Condenser	Diameter - in. & no. of blades	(2) 24 - 4	(4) 24 - 3	(4) 24 - 3
Fan(s)	Motor hp	(2) 1/2	(4) 1/3	(4) 1/3
	Total air volume - cfm	10,300	16,600	16,600
	Rpm	1075	1075	1075
	Watts	1130	1660	1660

ELECTRICAL DATA

Line voltage data - 60 hz - 3 phase	208/230V	460V	575V	208/230V	460V	575V	208/230V	460V	575V
² Maximum Overcurrent Protection (amps)	60	30	25	90	40	30	100	50	40
³ Minimum circuit ampacity	49	25	20	66	33	25	78	43	32
Compressor	No. of Compressors	2	2	2	2	2	2	2	2
	Rated load amps	19	9.7	7.4	25	12.2	9	30.1	16.7
	(total)	(38)	(19.4)	(14.8)	(50)	(24.4)	(18)	60.2	(33.4)
	Locked rotor amps	123	62	50	164	100	78	225	114
	(total)	(246)	(124)	(100)	(328)	(200)	(156)	(450)	(228)
Condenser	No. of motors	2	2	2	4	4	4	4	4
Fan Motor	Full load amps	3	1.5	1.2	2.4	1.3	1	2.4	1.3
(1 phase)	(total)	(6)	(3)	(2.4)	(9.6)	(5.2)	(4)	(9.6)	(5.2)
	Locked rotor amps	6	3	2.9	4.7	2.4	1.9	4.7	2.4
	(total)	(12)	(6)	(5.8)	(18.8)	(9.6)	(7.6)	(18.8)	(9.6)



ML193UH

MERIT® SERIES
Upflow / Horizontal



SPECIFICATIONS

		Model No.	ML193UH045XP24B	ML193UH045XP36B	ML193UH070XP24B
Gas Heating Performance		¹ AFUE	93%	93%	93%
		Input - Btuh	44,000	44,000	66,000
		Output - Btuh	41,000	42,000	62,000
		Temperature rise range - °F	40 - 70	25 - 55	50 - 80
		Gas Manifold Pressure (in. w.g.) Nat. Gas / LPG/Propane	3.5 / 10.0	3.5 / 10.0	3.5 / 10.0
		High static - in. w.g.	0.50	0.50	0.50
Connections in.	Intake / Exhaust Pipe (PVC)		2 / 2	2 / 2	2 / 2
	Gas pipe size IPS		1/2	1/2	1/2
	Condensate Drain Trap (PVC pipe) - i.d.		1/2	1/2	1/2
	with furnished 90° street elbow with field supplied (PVC coupling) - o.d.		1/2 slip x 1/2 Mipt 3/4	1/2 slip x 1/2 Mipt 3/4	1/2 slip x 1/2 Mipt 3/4
Indoor Blower	Wheel nom. dia. x width - in.		10 x 8	10 x 8	10 x 8
	Motor output - hp		1/5	1/3	1/5
	Tons of add-on cooling		1.5 - 2	2.5 - 3	1.5 - 2
	Air Volume Range - cfm		390 - 1140	700 - 1600	390 - 1140
Electrical Data	Voltage		120 volts - 60 hertz - 1 phase		
	Blower motor full load amps		3.1	6.1	3.1
	Maximum overcurrent protection		15	15	15
Shipping Data	lbs. - 1 package		120	122	125

SPECIFICATIONS

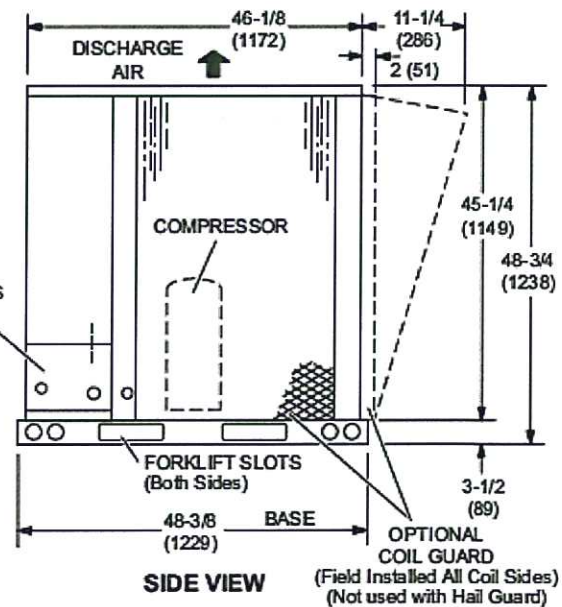
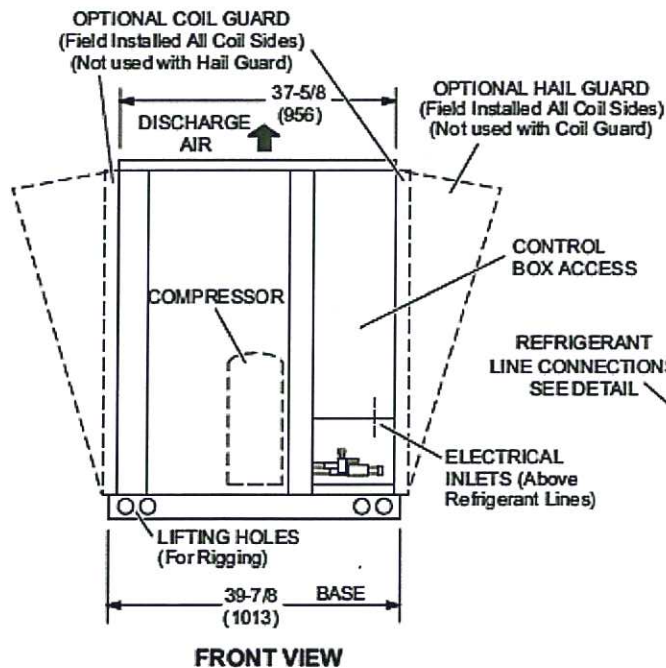
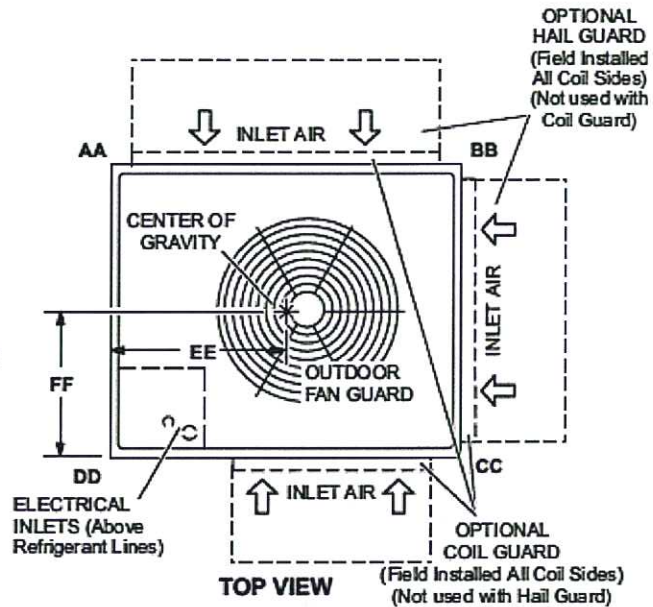
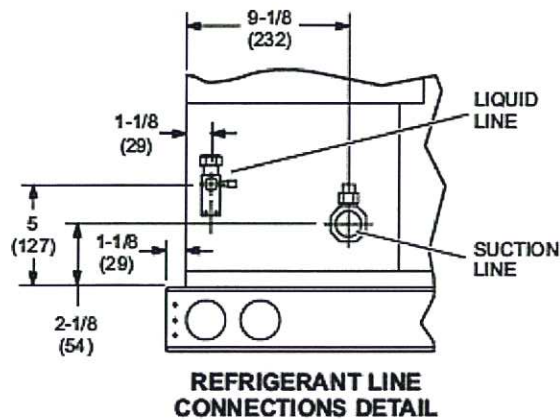
Model No.		ML193UH110XP48C	ML193UH110XP60C	ML193UH135XP60D
Gas Heating Performance	¹ AFUE	93%	93%	93%
	Input - Btuh	110,000	110,000	132,000
	Output - Btuh	104,000	104,000	124,000
	Temperature rise range - °F	50 - 80	40 - 70	45 - 75
	Gas Manifold Pressure (in. w.g.) Nat. Gas / LPG/Propane	3.5 / 10.0	3.5 / 10.0	3.5 / 10.0
	High static - in. w.g.	0.50	0.50	0.50
Connections in.	Intake / Exhaust Pipe (PVC)	2 / 2	2 / 2	2 / 2
	Gas pipe size IPS	1/2	1/2	1/2
	Condensate Drain Trap (PVC pipe) - i.d.	1/2	1/2	1/2
	with furnished 90° street elbow	1/2 slip x 1/2 Mipt	1/2 slip x 1/2 Mipt	1/2 slip x 1/2 Mipt
	with field supplied (PVC coupling) - o.d.	3/4	3/4	3/4
Indoor Blower	Wheel nom. dia. x width - in.	10 x 10	11 ½ x 10	11 ½ x 10
	Motor output - hp	1/2	1	1
	Tons of add-on cooling	3 - 4	4 - 5	4 - 5
	Air Volume Range - cfm	850 - 2030	1210 - 2525	1340 - 2800
Electrical Data	Voltage	120 volts - 60 hertz - 1 phase		
	Blower motor full load amps	8.2	11.5	11.5
	Maximum overcurrent protection	15	15	15
Shipping Data	lbs. - 1 package	155	161	178

SPECIFICATIONS

Model No.		ML193UH070XP36B	ML193UH090XP36C	ML193UH090XP48C
Gas Heating Performance	¹ AFUE	93%	93%	93%
	Input - Btuh	66,000	88,000	88,000
	Output - Btuh	62,000	83,000	83,000
	Temperature rise range - °F	40 - 70	50 - 80	40 - 70
	Gas Manifold Pressure (in. w.g.) Nat. Gas / LPG/Propane	3.5 / 10.0	3.5 / 10.0	3.5 / 10.0
	High static - in. w.g.	0.50	0.50	0.50
Connections in.	Intake / Exhaust Pipe (PVC)	2 / 2	2 / 2	2 / 2
	Gas pipe size IPS	1/2	1/2	1/2
	Condensate Drain Trap (PVC pipe) - i.d.	1/2	1/2	1/2
	with furnished 90° street elbow	1/2 slip x 1/2 Mipt	1/2 slip x 1/2 Mipt	1/2 slip x 1/2 Mipt
	with field supplied (PVC coupling) - o.d.	3/4	3/4	3/4
Indoor Blower	Wheel nom. dia. x width - in.	10 x 8	10 x 8	10 x 10
	Motor output - hp	1/3	1/3	1/2
	Tons of add-on cooling	2.5 - 3	2 - 3	3 - 4
	Air Volume Range - cfm	660 - 1615	695 - 1620	900 - 2025
Electrical Data	Voltage	120 volts - 60 hertz - 1 phase		
	Blower motor full load amps	6.1	6.1	8.2
	Maximum overcurrent protection	15	15	15
Shipping Data	lbs. - 1 package	127	143	146

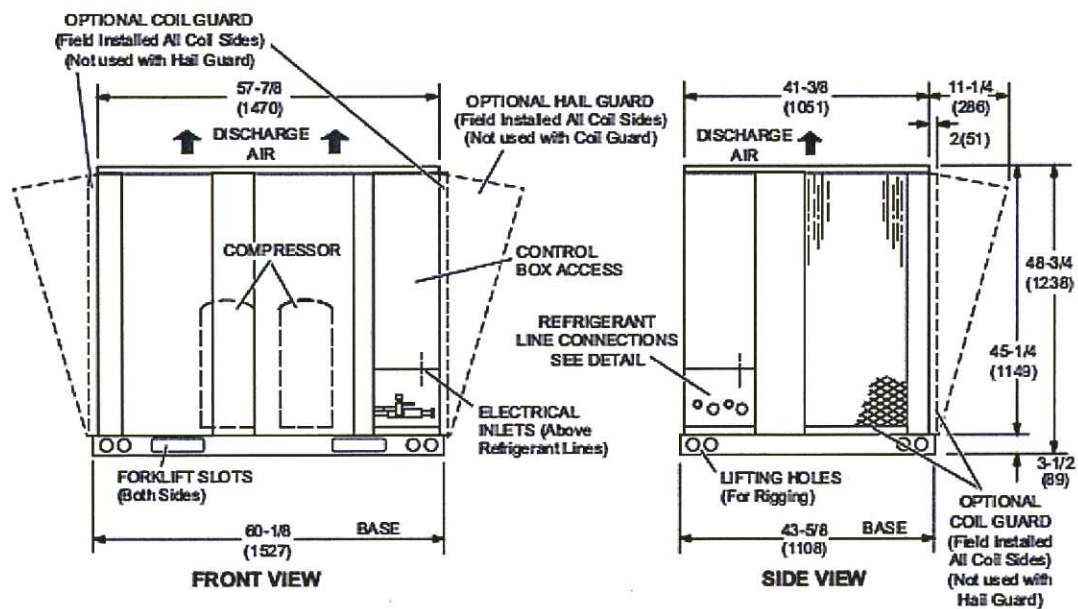
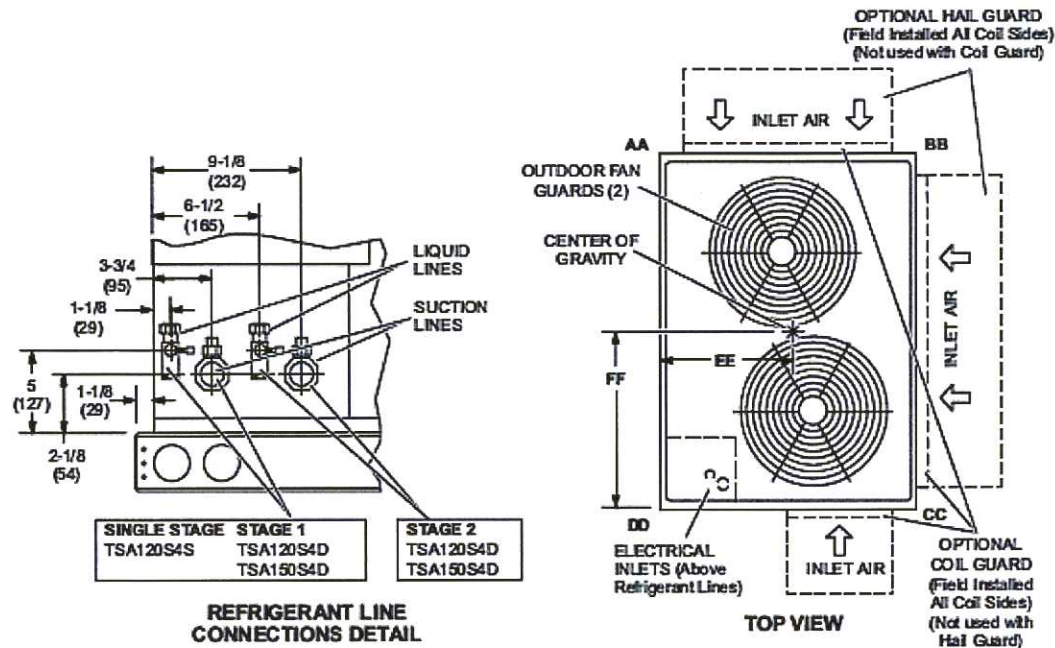
DIMENSIONS - INCHES (MM) - TSA072 AND TSA090

Model No.	CORNER WEIGHTS								CENTER OF GRAVITY			
	A		B		C		D		EE		FF	
	lbs.	kg	lbs.	kg	lbs.	kg	lbs.	kg	in.	mm	in.	mm
TSA072S4S	73	33	67	30	78	35	85	39	33	584	18-1/2	470
TSA090S4S	86	39	93	42	92	42	85	39	25	635	20-1/4	514



DIMENSIONS - INCHES (MM) - TSAI20 AND TSAI50

Model No.	CORNER WEIGHTS								CENTER OF GRAVITY			
	A		B		C		D		EE		FF	
	lbs.	kg	lbs.	kg	lbs.	kg	lbs.	kg	in.	mm	in.	mm
TSA120S4S	138	62	121	55	96	44	108	49	20-1/2	521	33-1/2	851
TSA120S4D	120	54	112	51	124	56	133	60	21	533	28-1/2	724
TSA150S4D	152	69	117	53	117	53	152	69	19	483	30	762

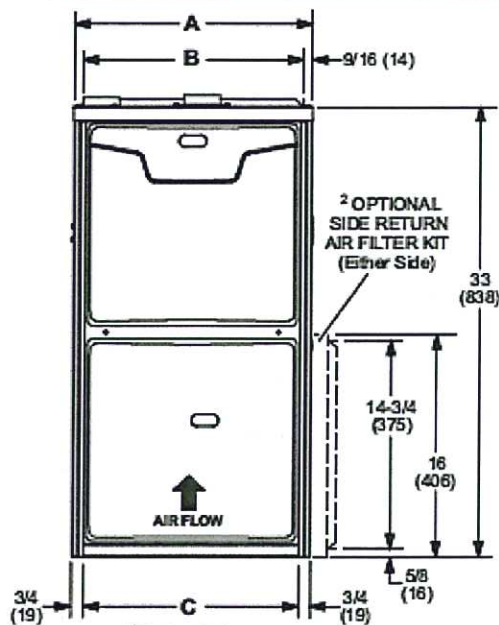
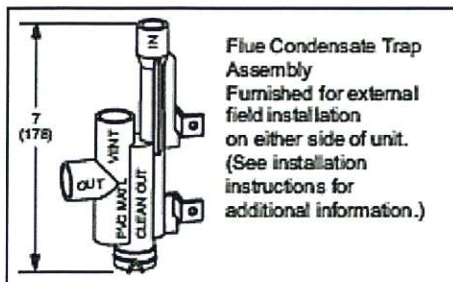


DIMENSIONS - INCHES (MM) - UPFLOW POSITION

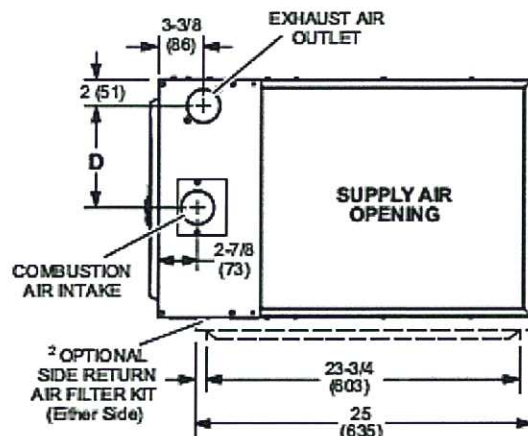
¹ NOTE - 60C and 60D size units that require air volumes over 1800 cfm must have one of the following:

1. Single side return air with transition, to accommodate 20 x 25 x 1 in. cleanable air filter.
Required to maintain proper air velocity.
 2. Single side return air with Optional Return Air Base
 3. Bottom return air.
 4. Return air from both sides.
 5. Bottom and one side return air.
- See Blower Performance Tables for additional information.

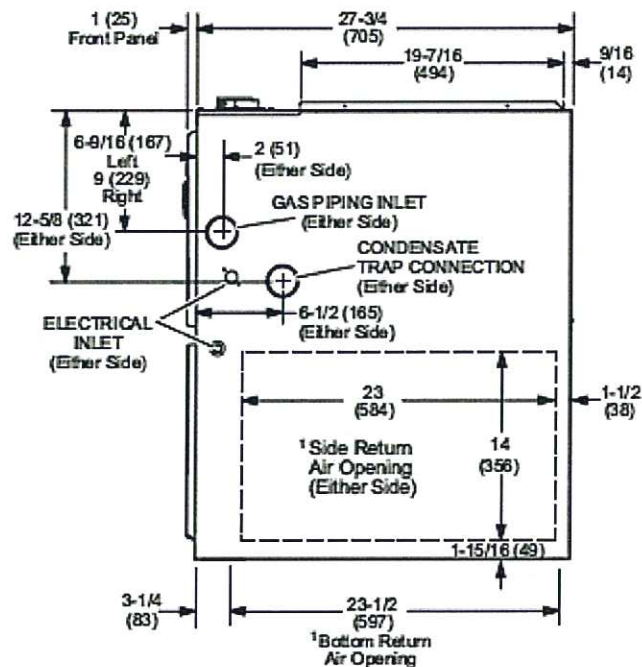
² Optional Side Return Air Filter Kit is not for use with the Optional Return Air Base.



FRONT VIEW



TOP VIEW

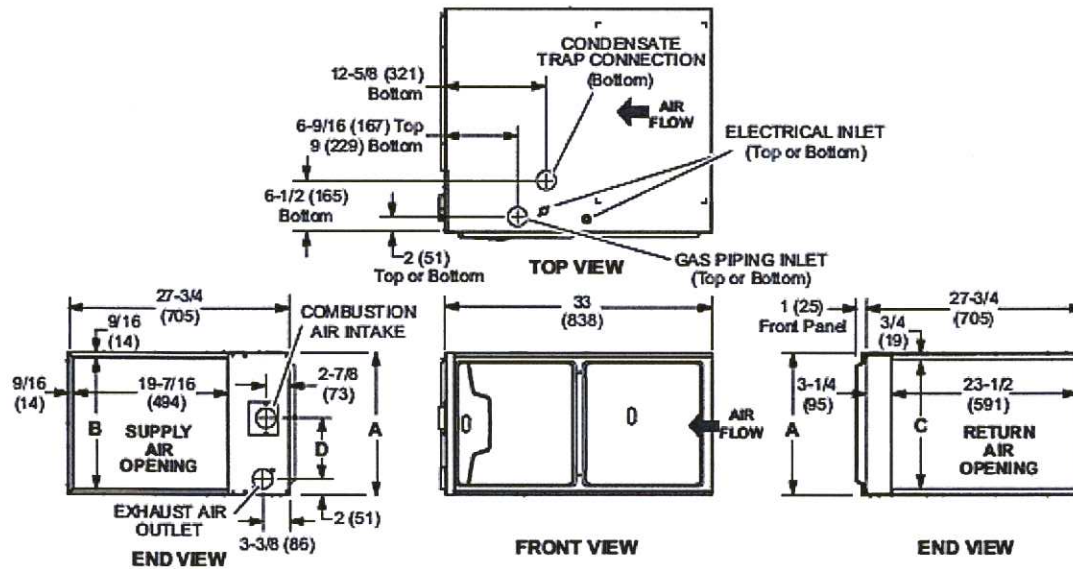


SIDE VIEW

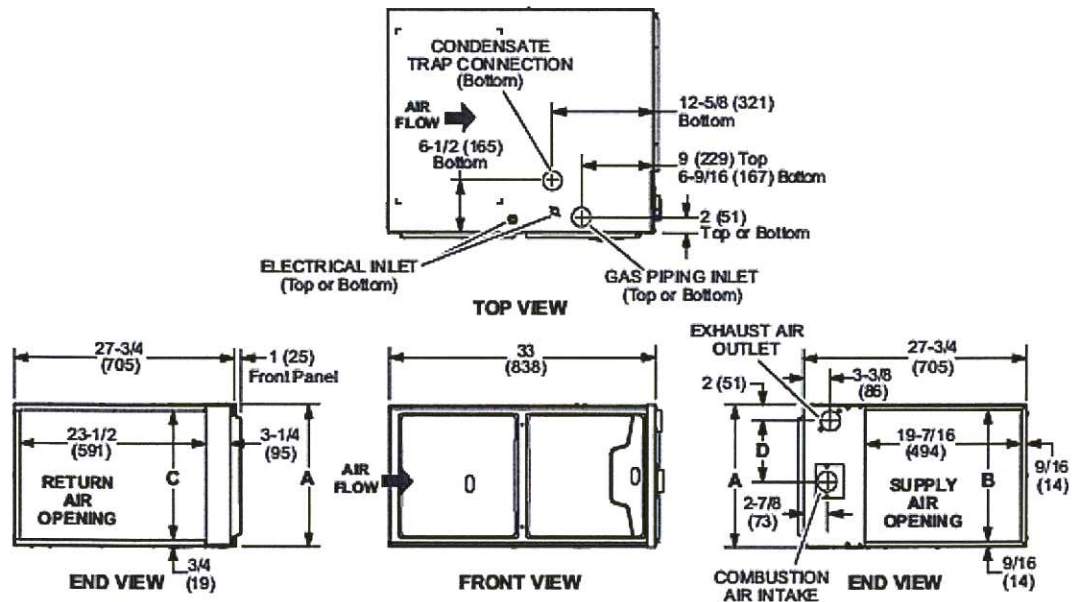
Model No.	A		B		C		D	
	in.	mm	in.	mm	in.	mm	in.	mm
ML193UH045XP24B	17-1/2	446	16-3/8	416	16	406	7-5/8	194
ML193UH045XP36B								
ML193UH070XP24B								
ML193UH070XP36B								
ML193UH090XP36C	21	533	19-7/8	505	19-1/2	495	9-3/8	238
ML193UH090XP48C								
ML193UH110XP48C								
ML193UH110XP60C								
ML193UH135XP60D	24-1/2	622	23-3/8	594	23	584	11-1/8	283

DIMENSIONS - INCHES (MM) - HORIZONTAL POSITION

LEFT-HAND AIR DISCHARGE



RIGHT-HAND AIR DISCHARGE

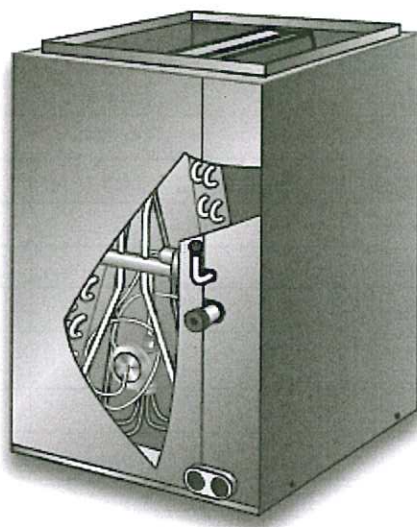


Model No.	A		B		C		D	
	in.	mm	in.	mm	in.	mm	in.	mm
ML193UH045XP24B	17-1/2	446	18-3/8	416	16	406	7-5/8	194
ML193UH045XP36B								
ML193UH070XP24B								
ML193UH070XP36B								
ML193UH090XP36C	21	533	19-7/8	505	19-1/2	495	9-3/8	238
ML193UH090XP48C								
ML193UH110XP48C								
ML193UH110XP60C								
ML193UH135XP60D	24-1/2	622	23-3/8	594	23	584	11-1/8	283



CX34

Upflow - Cased - R-410A



SPECIFICATIONS

1.5 TO 2 TON

General Data		Model No.	CX34-18/24A-6F	CX34-18/24B-6F	CX34-18/24C-6F	CX34-19A-6F	CX34-25A-6F
		Nominal size - Tons	1.5/2	1.5/2	1.5/2	1.5	2
Line connections in.	Suction / vapor o.d. - sweat		3/4	3/4	3/4	3/4	3/4
	Liquid o.d. - sweat		3/8	3/8	3/8	3/8	3/8
	Condensate drain (fpt)		(2) 3/4	(2) 3/4	(2) 3/4	(2) 3/4	(2) 3/4
Indoor Coil	Net face area sq. ft.		3.11	3.11	3.11	3.11	3.55
	Tube diameter - in.		3/8	3/8	3/8	3/8	3/8
	Number of rows		2	2	2	3	3
	Fins per inch		18	18	18	12	14
Matching Cabinet Width Designation			A	B	C	A	A
Lennox Furnace	¹ Coil & Furnace Cabinet Width - in.		14-1/2	17-1/2	21	14-1/2	14-1/2
Shipping Data		lbs.	31	31	41	35	39

SPECIFICATIONS

2 TO 2.5 TON

General Data		Model No.	CX34-25B-6F	CX34-30A-6F	CX34-30B-6F	CX34-30C-6F	CX34-31A-6F	CX34-31B-6F
		Nominal size - Tons	2	2.5	2.5	2.5	2.5	2.5
Line connections in.	Suction / vapor o.d. - sweat		3/4	3/4	3/4	3/4	3/4	3/4
	Liquid o.d. - sweat		3/8	3/8	3/8	3/8	3/8	3/8
	Condensate drain (fpt)		(2) 3/4	(2) 3/4	(2) 3/4	(2) 3/4	(2) 3/4	(2) 3/4
Indoor Coil	Net face area sq. ft.		3.55	4.0	4.0	4.0	4.44	4.44
	Tube diameter - in.		3/8	3/8	3/8	3/8	3/8	3/8
	Number of rows		3	2	2	2	3	3
	Fins per inch		14	18	18	18	13	13
Matching Cabinet Width Designation			B	A	B	C	A	B
Lennox Furnace	¹ Coil & Furnace Cabinet Width - in.		17-1/2	14-1/2	17-1/2	21	14-1/2	17-1/2
Shipping Data		lbs.	41	37	40	48	47	49

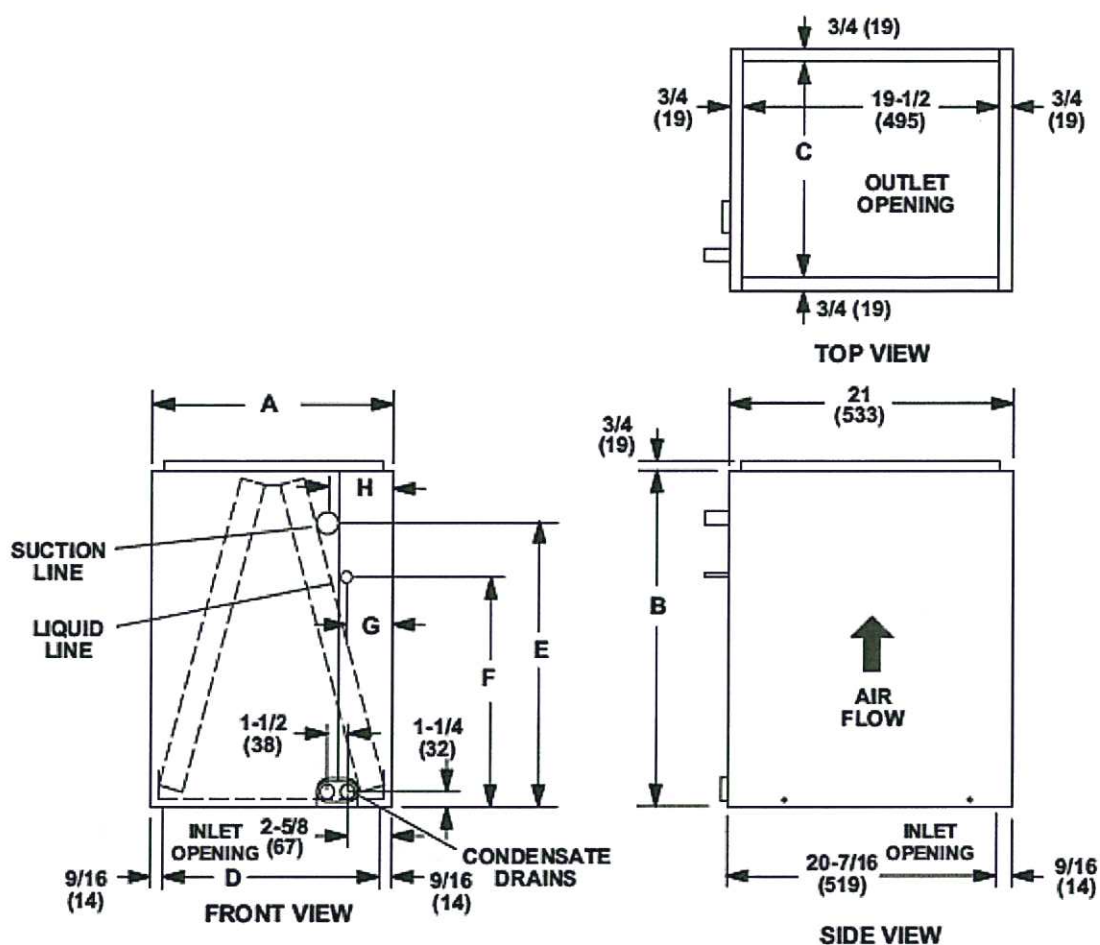
SPECIFICATIONS					3 TON		
General Data		Model No.	CX34-36A-6F	CX34-36B-6F	CX34-36C-6F	CX34-38A-6F	CX34-38B-6F
Nominal size - Tons			3	3	3	3	3
Line connections in.	Suction / vapor o.d. - sweat		3/4	3/4	3/4	3/4	3/4
	Liquid o.d. - sweat		3/8	3/8	3/8	3/8	3/8
	Condensate drain (fpt)		(2) 3/4	(2) 3/4	(2) 3/4	(2) 3/4	(2) 3/4
Indoor Coil	Net face area sq. ft.		4.89	5.77	5.77	4.89	4.89
	Tube diameter - in.		3/8	3/8	3/8	3/8	3/8
	Number of rows		2	2	2	3	3
	Fins per inch		18	18	18	14	14
Matching Lennox Furnace	Cabinet Width Designation		A	B	C	A	B
	Coil & Furnace Cabinet Width - in.		14-1/2	17-1/2	21	14-1/2	17-1/2
Shipping Data		lbs.	45	46	50	49	51

SPECIFICATIONS			3.5 TO 4 TON				
General Data		Model No.	CX34-42B-6F	CX34-43B-6F	CX34-43C-6F	CX34-44/48B-6F	CX34-44/48C-6F
Nominal size - Tons			3.5	3.5	3.5/4	3.5/4	3.5/4
Line connections in.	Suction / vapor o.d. - sweat		7/8	7/8	7/8	7/8	7/8
	Liquid o.d. - sweat		3/8	3/8	3/8	3/8	3/8
	Condensate drain (fpt)		(2) 3/4	(2) 3/4	(2) 3/4	(2) 3/4	(2) 3/4
Indoor Coil	Net face area sq. ft.		4.89	5.77	5.77	4.89	4.89
	Tube diameter - in.		3/8	3/8	3/8	3/8	3/8
	Number of rows		2	3	3	3	3
	Fins per inch		18	13	13	12	12
Matching Lennox Furnace	Cabinet Width Designation		B	B	C	B	C
	Coil & Furnace Cabinet Width - in.		17-1/2	17-1/2	21	17-1/2	21
Shipping Data		lbs.	47	60	63	52	55

SPECIFICATIONS			4 TO 5 TON				
General Data		Model No.	CX34-49C-6F	CX34-50/60C-6F	CX34-60D-6F	CX34-62C-6F	CX34-62D-6F
Nominal size - Tons			4	4/5	5	5	5
Line connections in.	Suction / vapor o.d. - sweat		7/8	7/8	7/8	7/8	7/8
	Liquid o.d. - sweat		3/8	3/8	3/8	3/8	3/8
	Condensate drain (fpt)		(2) 3/4	(2) 3/4	(2) 3/4	(2) 3/4	(2) 3/4
Indoor Coil	Net face area sq. ft.		7.0	5.78	6.50	7.50	7.58
	Tube diameter - in.		3/8	3/8	3/8	3/8	3/8
	Number of rows		3	3	3	3	3
	Fins per inch		15	12	12	16	14
Matching Lennox Furnace	Cabinet Width Designation		C	C	D	C	D
	Coil & Furnace Cabinet Width - in.		21	21	24-1/2	21	24-1/2
Shipping Data		lbs.	72	66	66	77	76

DIMENSIONS - INCHES (MM)
CASED COILS

CX34-18/24, -30, -36, -38 and -42B Coils



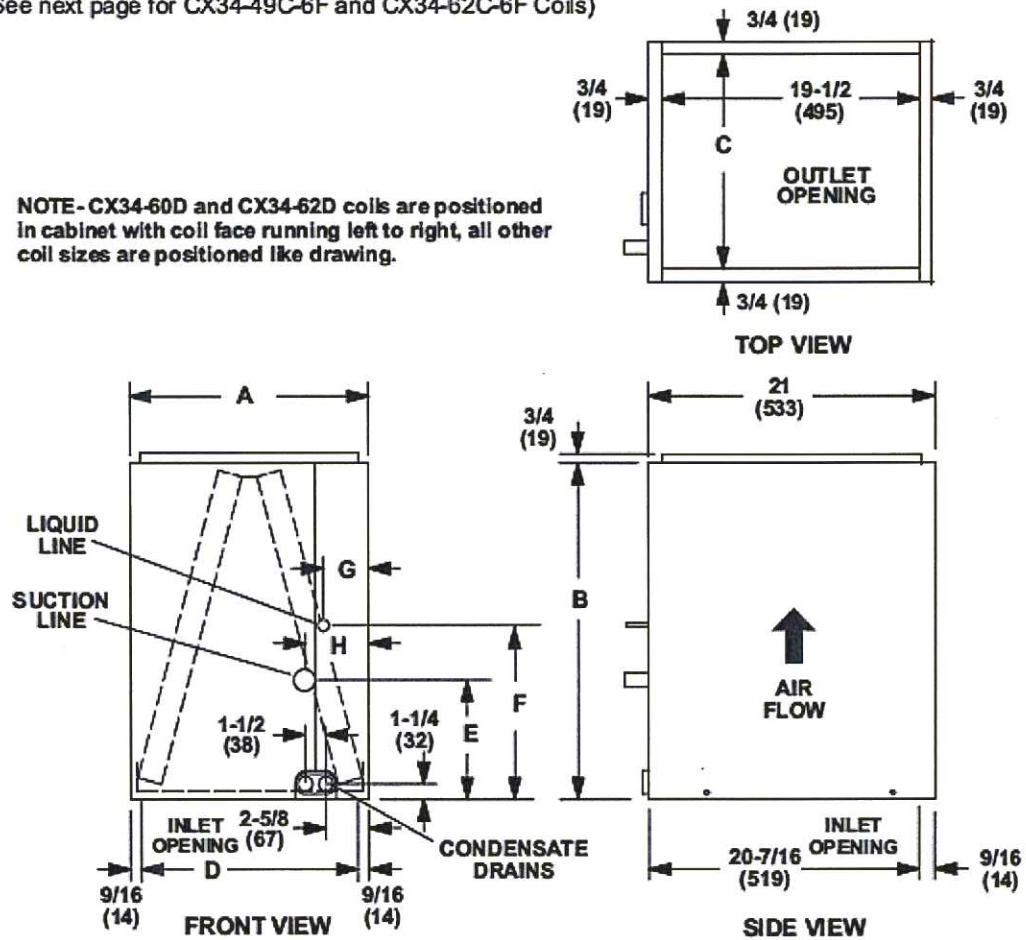
Model Number	A		B		C		D		E		F		G		H	
	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm
CX34-18/24A-6F	14-1/2	368	16-1/2	419	13	330	13-3/8	340	11-1/8	283	8-1/8	206	2-3/4	70	3-7/8	98
CX34-18/24B-6F	17-1/2	445	16-1/2	419	16	406	16-3/8	416	11-1/4	286	8-1/4	210	3	76	4-1/8	105
CX34-18/24C-6F	21	533	16-1/2	419	19-1/2	495	19-7/8	505	11-1/4	286	8-1/4	210	3	76	4-1/8	105
CX34-30A-6F	14-1/2	368	20-1/2	521	13	330	13-3/8	340	15-1/4	387	12-1/4	311	2-3/4	70	3-7/8	98
CX34-30B-6F	17-1/2	445	20-1/2	521	16	406	16-3/8	416	15-1/4	387	12-1/4	311	3	76	4-1/8	105
CX34-30C-6F	21	533	20-1/2	521	19-1/2	495	19-7/8	505	15-1/4	387	12-1/4	311	3	76	4-1/8	105
CX34-36A-6F	14-1/2	368	24-1/2	622	13	330	13-3/8	340	19-1/4	489	16-3/8	416	2-3/4	70	3-7/8	98
CX34-36B-6F	17-1/2	445	24-1/2	622	16	406	16-3/8	416	18-5/8	473	15-5/8	397	3	76	4-1/8	105
CX34-36C-6F	21	533	24-1/2	622	19-1/2	495	19-7/8	505	19-5/8	498	16-5/8	422	4-3/4	121	3-5/8	92
CX34-38A-6F	14-1/2	368	24-1/2	622	13	330	13-3/8	340	18-1/8	464	15-3/8	391	2-3/4	70	3-7/8	98
CX34-38B-6F	17-1/2	445	24-1/2	622	16	406	16-3/8	416	18-3/8	467	15-1/2	394	2-3/4	70	3-7/8	98
CX34-42B-6F	17-1/2	445	24-1/2	622	16	406	16-3/8	416	18-5/8	467	15-5/8	397	3	76	4-1/8	105

DIMENSIONS - INCHES (MM)

CASED COILS

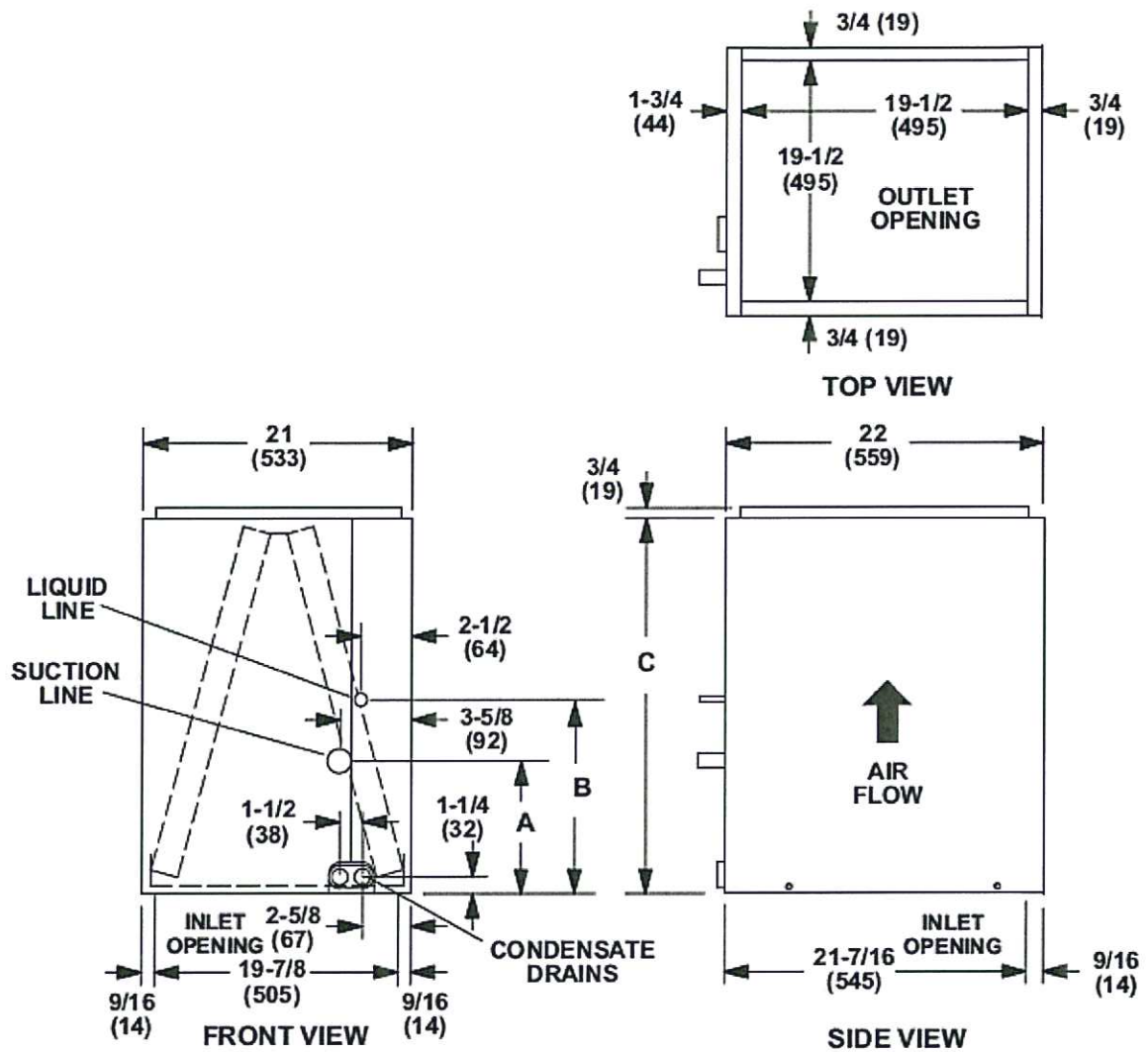
CX34-19A, -25, -31, -43, -44/48, -50/60C, -60D and -62D Coils
(NOTE - See next page for CX34-49C-6F and CX34-62C-6F Coils)

NOTE - CX34-60D and CX34-62D coils are positioned in cabinet with coil face running left to right, all other coil sizes are positioned like drawing.



Model Number	A		B		C		D		E		F		G		H	
	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm
CX34-19A-6F	14-1/2	368	16-1/2	419	13	330	13-3/8	340	10-7/8	276	13-7/8	353	3	76	3-7/8	98
CX34-25A-6F	14-1/2	368	18-1/2	470	13	330	13-3/8	340	12-7/8	327	15-7/8	403	3	76	3-7/8	98
CX34-25B-6F	17-1/2	445	18-1/2	470	16	406	16-3/8	416	12-7/8	327	15-7/8	403	3-1/4	83	4-1/8	105
CX34-31A-6F	14-1/2	368	22-1/2	572	13	330	13-3/8	340	12-3/8	314	15-3/8	391	1-1/2	38	2-3/8	60
CX34-31B-6F	17-1/2	445	22-1/2	572	16	406	16-3/8	416	12-3/8	314	15-3/8	391	3-1/4	83	4-1/8	105
CX34-43B-6F	17-1/2	445	27-1/2	699	16	406	16-3/8	416	16-3/4	425	19-3/4	502	3-1/4	83	4-1/8	105
CX34-43C-6F	21	533	27-1/2	699	19-1/2	495	19-7/8	505	16-3/4	425	19-3/4	502	2-3/4	70	3-5/8	92
CX34-44/48B-6F	17-1/2	445	24-1/2	622	16	406	16-3/8	416	9-3/4	248	12-3/4	324	3	76	4-1/8	105
CX34-44/48C-6F	21	533	24-1/2	622	19-1/2	495	19-7/8	505	12-3/4	324	15-3/4	400	4-1/4	108	5-3/8	137
CX34-50/60C-6F	21	533	27-1/2	699	19-1/2	495	19-7/8	505	16-1/2	419	19-1/2	495	2-1/2	64	3-5/8	92
CX34-60D-6F	24-1/2	622	25-1/2	648	23	584	23-3/8	594	11-7/8	302	14-7/8	518	1-5/8	41	2-3/4	70
CX34-62D-6F	24-1/2	622	29-1/2	749	23	584	23-3/8	594	18-7/8	479	21-7/8	556	1-5/8	41	2-3/4	70

CX34-49C-6F and CX34-62C-6F



Model Number	A		B		C	
	in.	mm	in.	mm	in.	mm
CX34-49C-2F	15-7/8	403	18-3/4	476	29-1/2	749
CX34-62C-2F	18-7/8	479	21-7/8	556	31-1/2	800

BID CHART

ITEM: FAIRMONT COMMUNITY GYM HVAC SYSTEM

BID DEADLINE: 4/25/2017 2:00 PM

BIDDERS	JOHNSON CONTROLS	POWERS HEATING & AIR	MID GA MECHANICAL	
Certificate of Insurance	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Business License	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Immigration Form	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bid Bond	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
TOTAL BID	\$ 109,850	\$ 89,507	\$ 119,734	



SPALDING COUNTY BOARD OF COMMISSIONERS Signal Maintenance Contract

Requesting Agency

County Clerk

Requested Action

Consider approval of a contract with Wilburn Engineering, LLC for traffic signal maintenance services.

Requirement for Board Action

All contracts require BOC approval.

Is this Item Goal Related?

Summary and Background

The County does not have the expertise required to service the new traffic signals and would like to contract with the same company the City of Griffin utilizes for signal maintenance. This company agreed to honor their bid with the City for County pricing.


Fiscal Impact / Funding Source

Estimated annual expenditure for labor is approximately \$5000.

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
 Wilburn Engineering, LLC - Signal Maintenance Contract	5/12/2017	Backup Material

**STATE OF GEORGIA,
COUNTY OF
SPALDING.**

**MAINTENANCE CONTRACT
between
WILBURN ENGINEERING,
LLC
and the
SPALDING COUNTY,
GEORGIA**

THIS MAINTENANCE CONTRACT (hereinafter the “Contract” or “Agreement”) made this 15th day of May, 2017 (hereinafter the “Effective Date”), by and between WILBURN ENGINEERING, LLC (hereinafter the “CONTRACTOR”), whose address is 931 Lower Fayetteville Road, Suite I, Newnan, Georgia 30236, and the SPALDING COUNTY BOARD OF COMMISSIONERS, (hereinafter the “COUNTY”), whose address is 119 E. Solomon Street, Griffin, Georgia 30223, provides as follows:

RECITALS

WHEREAS, Contractor represents to County that it is a duly qualified firm experienced in maintaining traffic signal installations and is a Georgia Department of Transportation prequalified supplier; and

WHEREAS, in the judgment of the Board of Commissioners of the County, it is necessary and desirable to employ the services of Contractor for traffic signal maintenance services; and

WHEREAS, County and Contractor desire to enter into a contract for the maintenance, service, and repair of traffic control signals, situated and location in the County of Griffin;

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

1. **SCOPE OF SERVICES.** Contractor is an independent contractor and shall perform the following services at the County’s request:
 - a. Furnish all tools, equipment, apparatuses, facilities, labor services and material to maintain and repair all the traffic signal installations listed on Exhibit “A” attached hereto and incorporated herein by reference;
 - b. Perform all work necessary to maintain and repair all the traffic signal installations listed as follows, including routine inspections and preventative maintenance at least every six (6) months,
 - Jordan Hill Rd at end of Baptist Camp Rd (Entrance to Sun City Peachtree)
 - Macon Rd at Futral;

- c. Provide twenty-four (24) hour on call emergency service or repair, as well as signal maintenance and repairs during normal business hours;
 - d. Keep and maintain records pertaining to the maintenance, service, or repair performed by Contractor, all of which shall be furnished to City upon reasonable request;
 - e. Prepare data collection and existing conditions reports;
 - f. Provide traffic control in accordance with the Manual on Uniform Traffic Control Devices (hereinafter referred to as "MUTCD"), as needed in conjunction with the Contractor's maintenance activities;
 - g. Remove any easily removable, unauthorized signs, stickers, posters, and/or graffiti from signal poles or equipment, and notify County of any items not able to be removed; and
 - h. Contractor shall maintain, and require all contractors and subcontractors working at Contractor's direction to maintain, general liability insurance in the amounts of no less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence for property damage and bodily injury, automobile insurance in the amounts of no less than \$1,000,000.00 per person or \$2,000,000.00 combined single limit for property damage and personal injury, and workers' compensation with benefits and monetary limits as set forth by Title 34, Chapter 9 of the O.C.G.A. Workers' Compensation Act. Contractor shall name County as additional insured on these policies and shall submit policies, including Declaration Page, to County prior to the start of work.
2. **EXTRAORDINARY MAINTENANCE.** Contractor shall contact the County's Project Manager regarding any extraordinary maintenance, which shall include the following:
- a. Failure or malfunction of the signal system caused by vehicle collision, vandalism, civil disorder, windstorm, natural disasters, street construction or excavation;
 - b. Replacement of loop detectors including saw cut lead-ins, as required;
 - c. Repainting signal heads, back plates, visors, frameworks, pedestrian push button housings, electric meter service cabinets, poles and mast arms, as directed by the County.
- Prior approval shall be given by County before Contractor proceeds with extraordinary maintenance, except in emergencies where injury or property damage may result without prompt response.
3. **EMERGENCY TRAFFIC SIGNAL RESPONSE/SHUTDOWNS.** Routine after hours maintenance will be provided by the County. Contractor shall provide emergency repairs for all existing signals, when required. Emergency work will be billed on an hourly basis for labor and equipment at \$103.00/hour plus materials.
4. **COMPENSATION.** County and Contractor agree that County shall pay Contractor in accordance to the Contractor's Proposal Submission to the City of Griffin dated August 17, 2016 (hereinafter referred to as "Bid Documents") for the County's traffic signals, which Bid Submission is, by reference, expressly incorporated herein.
- a. **Compensation for Signal Maintenance.** Compensation for all routine

maintenance will be paid at a rate equal to the rates specified in the Bid Documents. Standard hourly rates include \$150.00/hour per analytical/engineering personnel; \$72.00/hour per crew, which will include one traffic signal maintenance technician and a pick-up truck; \$103.00/hour per crew after hours; \$139.00/hour for two person crews, which will include a IMSA Level I Technician, IMSA Level II Technician, and a bucket truck; and \$97.00/hour for Supervisor.

- b. **Rates for Equipment.** Compensation for equipment shall be paid at a rate equal to the rates specified in the Bid Documents. Standard rates include \$30.00/hour for digger derrick truck; \$22.00/hour for mini excavator; \$10.00/hour for pole trailer; and \$8.00/hour for air compressor.
 - c. **Payment for Services.** County agrees to pay Contractor within a period of thirty (30) days after submission of an itemized invoice, including the signal location, date of service, nature of service, materials used, and labor required, by Contractor to County.
5. **PERSONNEL.** Contractor will designate a project manager who will be the County's primary point of contact. Contractor shall assign only competent personnel to perform the work hereunder. Personnel shall maintain a professional appearance and be courteous in their interaction with the public. Contractor will maintain and implement documented training programs throughout the term of the contract to guarantee that Contractor's personnel maintain applicable certifications. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving notice from County.
6. **EQUIPMENT.** Contractor is responsible for maintaining all equipment in a satisfactory operating condition throughout the contract period. All fuel shall be supplied by Contractor. At least one member of each crew shall be equipped with a cellular phone.
7. **SERVICE AUTHORIZATION REQUESTS.** County and Contractor agree that Contractor shall be authorized to respond to any request for emergency services upon telephone or other form of request, verbal or written, by the County's personnel, for necessary emergency service repair of said traffic control signals. Contractor shall respond to such emergency request within three (3) hours of notification. For necessary non-emergency service, repair of said traffic control signals shall be completed based on the following priority list:
- a. Priority 1 – Complete within twenty-four (24) hours;
 - b. Priority 2 – Complete within seven (7) days;
 - c. Priority 3 – Complete within twenty-one (21) days; and
 - d. Priority 4 – Complete as directed.
8. **SERVICE REQUESTS.** For purposes of this Contract, "service requests" shall be defined as any dispatched call, whether emergency or non-emergency, outside of the normal preventative maintenance schedule, for any traffic signal malfunctions, including, but not limited to, intersections in flash, intersections blacked out, traffic signal knockdowns, traffic signal lamp outages, intersection timing, sequencing, or phasing issues, and acts of God.

9. **TRAFFIC CONTROL SIGNALS.** For purposes of this Contract, “traffic control signals” shall be defined as any device, whether manually, electrically, or mechanically operated, by which vehicular and/or pedestrian traffic is alternately directed to stop and proceed.
10. **PERFORMANCE STANDARD.** Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor’s profession. If County determines that any of Contractor’s work is not in accordance with such level of competency and standard of care, County, in its sole discretion and in addition to any other remedies provided herein or by law, shall have the right to require Contractor to meet with County to review the quality of the work and resolve matters of concern, require Contractor to repeat the work at no additional cost, or terminate this Agreement.
11. **FULL PERFORMANCE.** County and Contractor hereby agree to the full performance of the Scope of Services, including all the requirements, conditions and stipulations contained in the Bid Documents.
12. **NO WAIVER.** The failure of the County at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the County thereafter to enforce any provision or any part of the Contract, nor shall the failure of the County to enforce any breach of any provision hereof be taken or held to be a waiver of such provision, or as a waiver, modification or rescission of the Contract itself.
13. **APPLICABLE LAW.** This Contract and all rights, privileges and responsibilities shall be interpreted and construed according to the laws of the State of Georgia.
14. **ASSIGNMENT.** This Contract and the proceeds of the Contract may not be assigned nor may the performance thereunder be assigned, without the prior written consent of the County.
15. **GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT.** The Contractor hereby certifies its compliance with the Immigration Reform & Control Act of 1986 (“IRCA”), P.L. 99-603, and the Georgia Security & Immigration Compliance Act, O.C.G.A. §13-10-90, *et seq.* Contractor certifies that it has registered at <https://www.vis-dhs.com/Employer/Registration> to verify eligibility of all newly hired employees in order to comply with these laws. Contractor further certifies that it shall execute any affidavits required by the regulations issued by the Georgia Department of Labor, set forth in Rule 300-10-1-.01, *et seq.* Contractor covenants to include a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.
16. **TERM.** This Contract shall be in force and effect for an initial term beginning November 1, 2016 and ending at midnight on December 31, 2017 and renew for 1 year if all parties are in agreement. Said Contract may thereafter be renewed for four (4) successive terms, coterminous with the calendar year. Notice for the renewal of the Contract will be submitted by the County at least thirty (30) days prior to the expiration of the contract.

17. **SEVERABILITY.** If any term or provision of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons and circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
18. **FULL AGREEMENT.** These Contract Documents shall supersede all prior negotiations, discussions, statements, and agreements between the County and Contractor and constitute the full, complete, and entire agreement between the County and Contractor. There can be no changes to this Contract by oral means, nor by course of conduct by either party, unless such change is properly authorized, in writing.
19. **TERMINATION.** The County reserves the right to terminate this contract, in whole or in part, at the County's discretion, by providing written notice to Contractor at least thirty (30) days before the effective date of termination. Contractor will not be relieved of any outstanding responsibilities or unfinished obligations under this Contract. County considers late delivery of contract items as reasonable cause to terminate the Contract. The County may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to Contractor. In the event of the County's termination of the Contract for fund appropriation, Contractor will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Contractor which shall itemize each element of performance.
20. **MODIFICATION.** All modifications to the Contract shall be in writing and signed by the authorized representative of the parties. No verbal modification shall be binding or enforceable in any event.
21. **NOTICES.** All notices, demands, and requests under this Agreement shall be in writing and shall be deemed given when sent by United States registered and/or certified mail, postage prepaid, return receipt requested, and addressed as follows:
- a. To County: Spalding County
Attention: Terry Tardy
Post Office Box 1087
Griffin, Georgia 30223
 - b. To Contractor: Wilburn Engineering, LLC
Attention: Vern Wilburn
931 Lower Fayetteville Road, Suite I
Newnan, Georgia 30263

{Signatures on following page}

IN WITNESS WHEREOF, the parties, through their duly-authorized officers, have set their hands and affixed their seals, the day and year first above written.

CONTRACTOR:

WILBURN ENGINEERING, LLC

By: _____
Vern Wilburn, President

Attest: _____

-

(SEAL)

COUNTY:

SPALDING COUNTY, GEORGIA

By: _____
Bart Miller, Chairman
Spalding County Board of Commissioners

Attest: _____

SEAL

Approved as to form:

By: _____

Attachments:



SPALDING COUNTY BOARD OF COMMISSIONERS
Three Rivers Regional Commission - Public
Transportation Program

Requesting Agency

County Manager

Requested Action

Consider approval of a contract with Three Rivers Regional Commission for the FY 2018 Public Transportation Program.

Requirement for Board Action

Is this Item Goal Related?

No

Summary and Background

This is the annual contract with Three Rivers Regional Commission for them to provide public transportation to Spalding County citizens.

Fiscal Impact / Funding Source

Estimated total cost of \$6,650.00 included in FY 2018 Budget.

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> 2018 Section 5311 Public Transportation Agreement	5/11/2017	Backup Material

**SECTION 5311 PUBLIC TRANSPORTATION
SERVICE AGREEMENT**

**FOR OPERATION OF
THREE RIVERS REGIONAL TRANSIT SYSTEM**

**BETWEEN THE
BOARD OF COMMISSIONERS OF SPALDING COUNTY**

AND

THREE RIVERS REGIONAL COMMISSION

PREAMBLE

This Agreement is made and entered into this _____ day of _____, 2017 by and between the Board of Commissioners of SPALDING County hereinafter referred to collectively as the "COUNTY"; and THREE RIVERS REGIONAL COMMISSION, hereinafter referred to as "TRRC"; and shall terminate on the 30th day of June, 2018 unless terminated earlier under other provisions of this agreement.

WHEREAS, the Georgia Department of Transportation (GDOT) in cooperation with the Three Rivers Regional Commission has agreed to participate in the formation of a Regional 5311 Public Transportation System; and

WHEREAS, SPALDING County has agreed to participate in this regional transportation system administered by the Three Rivers Regional Commission; and

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

**TERM OF AGREEMENT
TERMINATION PROVISIONS
AND ATTACHED DOCUMENTS**

1. Engagement: The TRRC is retained and engaged by the counties for the purpose of operating a 49 U.S.C. 5311 public transportation program.
2. Term of Agreement: The term of Agreement shall be from July 1, 2017 through June 30, 2018.
3. Termination of Agreement: The COUNTY or TRRC reserves the right to terminate this Agreement for just cause upon 60 (sixty) days written notice to the other party.

4. Attachments:

- a. Attachment A: Georgia Security and Immigration Compliance Act of 2006
- b. Exhibit 1: Contractor Affidavit and Agreement – EVV

ARTICLE II

SCOPE OF WORK

COUNTY RESPONSIBILITIES

1. The COUNTY will appropriate funds to operate the Section 5311 Rural Public Transportation Program for the stated contract year.
2. The COUNTY shall procure a Commercial General Liability Insurance Policy for all DOT assigned vehicles including personal and advertising liability (or Comprehensive General Liability Policy with endorsement to insure contractual liability, broad from property damage, personal injury, personal and advertising liability), and other insurance policies.

TRRC RESPONSIBILITIES

1. The TRRC will manage the day-to-day operation of the Regional 5311 Public Transportation program. The TRRC will retain and monitor a third party operator for compliance with local, state, and federal regulations.
2. The TRRC will manage the financial reporting and statistical analysis for the program, and request the appropriated funds from each participating COUNTY no more than monthly and no less than once a year.

ADDITIONAL RESPONSIBILITIES

1. The TRRC and the third party operator shall defend all lawsuits, not related to insurance claims, brought upon the FTA Section 5311 regional public transportation program (commonly known as the Three Rivers Regional Transit System), or any claim related to the aforementioned public transportation program. The TRRC agrees to pay in full all costs and expenses incidental thereto; however, a COUNTY may have the right, at its own expense, to participate in the defense of any suit, without relieving TRRC of any obligation.
2. All wages, salaries, fringe benefits, other employee costs, services, fuels, lubricants, parts, materials, taxes and the expenses required for the performance of this contract shall be supplied and paid for by the third party operator retained by the TRRC.

Payment from the COUNTY to the TRRC for all expenses incurred in fulfilling the intent of this contract shall be the fund amount listed in Article IV.

3. TRRC shall operate the FTA Section 5311 Regional Public Transportation program services in accordance with the guidelines and policies set by GDOT. TRRC further agrees to maintain appropriate books, records, documents, papers, and other evidence pertaining to public transportation operations for the period of this Agreement and for three years beyond the period of this Agreement and to make such materials available for inspection, upon request by the Authorized Representative or his designee, any COUNTY, and the GDOT or their representatives.
4. Service expansions or improvements may be recommended by TRRC to the participating COUNTY. It is agreed that the TRRC must have approval and additional funds (if applicable) from the COUNTY before implementation of expansions or improvements.

ARTICLE III

SCOPE OF SERVICES

SERVICES TO BE OFFERED

Services to be offered under this Agreement will be based on response to specific requests (hereinafter “demand response transportation”), within the following parameters:

1. This service (demand response transportation) will be offered only under the terms of this agreement.
2. Demand response service constitutes service with at least 24-hour advance notice. Any advance notice less than 24-hours should be worked into the regular schedule when feasible. Demand response service is either subscription service (prearranged to meet the repetitive travel needs of riders) or random service (scheduled sporadically by riders).
3. Service is available to passengers a minimum of 8 (eight) hours a day, Monday through Friday.
4. Passenger constitutes any resident of Butts, Lamar, Meriwether, Pike, Spalding, and Upson COUNTIES, and a passenger trip constitutes transporting one passenger one-way between two locations.

REVENUE AND EXPENSE REPORTING AND INVOICING

Fare Box Revenue: There is a fare box structure established for the transit system. The fare amount is between \$2.00 and \$2.50 per one-way passenger trip. The fare structure shall remain in force until the TRRC has sufficient data to justify a change.

ACCIDENT REPORTING

A written report must be filed with the TRRC by the TPO within 24 hours after an accident. This accident report shall describe the nature of the accident, the findings as to cause, personal injury sustained, property damage and information, and if a drug and alcohol test was administered. The TRRC will notify the COUNTY so that an insurance claim can be prepared, and an accident report will be forwarded to the COUNTY once it is received.

FEDERAL COMPLIANCE

The COUNTY and TRRC must agree as a condition of participating in the Section 5311 Rural Transportation Program, that:

1. No persons shall on the grounds of race, color, religion, creed, national origin, sex, age, or handicap be excluded from participation in, or denied the benefits of, or be subject to discrimination under any project, program, or activity for which this recipient receives federal financial assistance from the Federal Transit Act;
2. TRRC or its third party operator shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin;
3. TRRC or its third party operator will conduct any program or operate any facility that receives or benefits from federal financial assistance administered by the Department of Transportation in compliance with all requirements imposed by or pursuant to 49 CFR, Part 27, Non-discrimination on the Basis of Handicap in Federally Assisted Programs and Activities received or benefiting from Federal Financial Assistance.

ARTICLE IV

COMPENSATION

Operating & Program Administration: \$6,650

The COUNTY's maximum obligation to the TRRC shall not exceed \$6,650 (Six thousand, six hundred and fifty dollars) for transit operating and program administration services rendered between July 1, 2017 and June 30, 2018. Compensation will be requested no more than monthly and no less than once a year.

**On behalf of the Board of Commissioners
of SPALDING COUNTY**

Board of Commissioners

ATTEST:

Clerk, Board of Commissioners of
SPALDING COUNTY

Three Rivers Regional Commission

Lanier E. Boatwright, Executive Director

Witness

Peter Banks, TRRC Chairman

Notary Public (Seal)

TERMS OF USAGE

*An Attachment to the Service Agreement Between
The Boards of Commissioners of SPALDING County
AND
THREE RIVERS REGIONAL COMMISSION*

WHEREAS, the Boards of Commissioners for the aforementioned COUNTY have indicated a desire to contract with THREE RIVERS REGIONAL COMMISSION to provide public transportation services within their county area, located in the Three Rivers region; and

WHEREAS, the aforementioned COUNTY has supplied at least one vehicle for operation of a public transportation system in the Three Rivers region.

THEREFORE, the parties agree to the following, as an Attachment to their Service Agreement as referenced above:

1. THREE RIVERS REGIONAL COMMISSION will have the right to operate and manage vehicles placed by the above named COUNTY into the Three Rivers Regional Transit System, an FTA Section 5311 program.
2. THREE RIVERS REGIONAL COMMISSION will follow all state and federal laws regarding the safe operation of any vehicle placed in the Three Rivers Regional Transit System.
3. THREE RIVERS REGIONAL COMMISSION recognizes that program vehicles are the property of the respective COUNTY, and will treat said property with proper care and attention. Nothing in the "Terms of Usage" shall constrain the COUNTY from its rights of ownership and supervision over respective program vehicles.
4. THREE RIVERS REGIONAL COMMISSION acknowledges the following: Should the COUNTY withdraw from the main Service Agreement, program vehicle(s) must be returned to the county.

This "Terms of Usage" agreement is effective only upon execution of the main agreement between the COUNTIES and THREE RIVERS REGIONAL COMMISSION. Termination of the main agreement automatically eliminates any claim the TRRC may have pertaining to rights of operation for said program vehicles.

EXHIBIT 1

STATE OF GEORGIA
SPALDING COUNTY

CONTRACTOR AFFIDAVIT AND AGREEMENT

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

1.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A.13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with **Spalding County** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

2.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with **Spalding County**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to **Spalding County** at the time the subcontractor(s) is retained to perform such service.

286740

EEV / Basic Pilot Program* User Identification Number

Three Rivers Regional Commission

Contractor Name

Lanier E. Boatwright
BY: Authorized Signature of Officer or Agent

5-3-13
Date

Executive Director

Title of Authorized Officer or Agent of Contractor

Lanier E. Boatwright

Printed Name of Authorized Officer or Agent

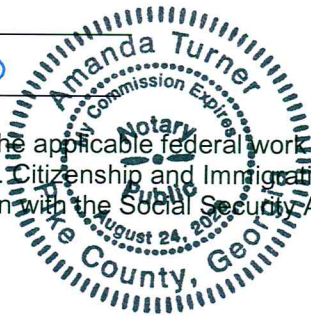
SUBSCRIBED AND SWORN BEFORE ME ON THIS 3 DAY OF May, 2017.

Amanda Turner
Notary Public

My Commission Expires: 8/24/2020

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV /Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Authority O.C.G.A. 13-10-91.



ATTACHMENT A

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006

Effective July 1, 2007, the following language is required to be included in all contracts entered into by the *Spalding County* for the physical performance of services:

- A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as Exhibit 1 and is incorporated into this Agreement by reference herein.
- B. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:
1. _____ 500 or more employees;
 2. _____ 100 or more employees;
 3. X Fewer than 100 employees.
- C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:
1. Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
 2. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time."

Contractor's Initials: XLB Date: 5-3-17
Verification of compliance by contract officer: _____



SPALDING COUNTY BOARD OF COMMISSIONERS
Cooperative Working Agreement with Two Rivers RC&D Council, Inc.

Requesting Agency

County Clerk

Requested Action

Consider approval of a Cooperative Working Agreement between Two Rivers RC&D Council, Inc. and the Spalding County Board of Commissioners to provide equipment to stripe roadways in the County.

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"/> Cooperative Work Agreement	5/31/2017	Backup Material



COOPERATIVE WORKING AGREEMENT
Between

TWO RIVERS RC&D COUNCIL, INC.
And
SPALDING COUNTY BOARD OF COMMISSIONERS

THIS AGREEMENT, entered into this 5th day of June 2017 and, by and between the Two Rivers Resource Conservation and Development Council, Inc. (Council) of 100 Ridley Avenue, LaGrange, Georgia and:

Spalding County Board of Commissioners
P.O. Box 1087
Griffin, Georgia 30224
770/467-4232

FOR AND IN CONSIDERATION OF the mutual promises and benefits of the parties, they hereby agree to the following:

The Council agrees to:

- 1) Develop necessary forms to service requests, document performance, and monitor maintenance expenses.
- 2) Provide administrative record keeping for Council cost-benefit analysis.
- 3) Provide licensed service vehicle and support equipment as per Appendix A.
- 4) Provide and/or ensure adequate quantities of paint, bead materials, RPM reflectors and adhesives which conform to Georgia DOT specifications.
- 5) Provide comprehensive vehicle and equipment insurance for Two Rivers owned equipment. (APPENDIX A)
- 6) Pre-approve maintenance and repair expenses up to \$250 for items listed on Appendix A.
- 7) Designate one individual to serve in liaison capacity to ensure clear service communications.
- 8) Inspect equipment and verify materials inventory at least three (3) times a year to monitor program status.
- 9) Reserve the right to revise service fees and contract deliverables as needed to ensure services sustainability.
- 10) Provide discounted service fees for mutually agreed to benefits. (APPENDIX B)
- 11) Invoice the Spalding County BOC within three days of receiving the Road Stripe/RPM Job Sheet and Inventory. (APPENDIX D)

The Spalding County BOC agrees to:

- 1) Indemnify Two Rivers by listing Council as "additional insured" and providing Certificate of Insurance for General Liability (1,000,000), Automobile Liability (1,000,000) and Umbrella Liability (1,000,000) coverage.
- 2) Acknowledge that all Two Rivers equipment must be used for matters directly related to the Two Rivers Road Striping and RPM Service.
- 3) Designate one individual to serve in liaison capacity to ensure clear service communications and program success.
- 4) Provide Two Rivers with current copy of county employee equipment operator driver's licenses and GA Motor Vehicle Reports. In addition, ensure Workman Compensation for all county employees operating Two Rivers equipment.
- 5) Schedule and coordinate traffic marking operations and RPM installations with Two Rivers by providing completed Service Agreements two weeks prior to commencement of work. (APPENDIX 1C & 2C)
- 6) Provide traffic control follow vehicle and other traffic control measures as determined by the Spalding County Public Works Department.
- 7) Perform all highway traffic marking and RPM installation work in a safe and quality-oriented manner as outlined in the Federal Manual for Uniform Traffic Control.
- 8) Provide all fuel for equipment operations and routine maintenance.
- 9) Dispose of empty paint drums /residual paint according to state law.
- 10) Immediately apprise Two Rivers on matters pertaining to the road striping service, including citations, accidents or liability claims involving program equipment.
- 11) Care for vehicle and equipment in a responsible manner by ensuring regular maintenance as per manufacturer's recommendations and providing covered storage of equipment when not in use. Care includes year round shelter for road stripe truck and RPM equipment.
- 12) Provide Two Rivers with RPM and Road Stripe Job Sheet and Inventory (APPENDIX D) within three days after work completion.

It is Mutually Understood and Agreed:

- 1) This agreement shall become effective on the date of final signature and remain in effect through June 30, 2018. It may be extended by amendment.
- 2) Either party may terminate this agreement within 30 days following receipt of written notice which outlines the reason or reasons for termination.
- 3) Each party agrees that it will be responsible for its own acts and results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operations of its agents or employees; and for any loss, cost, damage, or expense resulting at any time from failure to exercise proper precautions, of or by itself, or its own agents or its own employees, while occupying or visiting the projects under and pursuant to this Agreement.

Forrest L. Hill
Two Rivers RC&D Designated Liaison
100 Ridley Avenue
LaGrange, GA 30240
Email: tworiversrcd@hotmail.com
Mobile: 706/302-2800

William J. Wilson, Jr., County Manager
Spalding County BOC Designated Liaison
P.O. Box 1087
Griffin, GA 30224
Email: wwilson@spaldingcounty.com
Mobile: 770/467-4224

Witness

Date

Two Rivers Authorized Individual

Date

Notary Public

Date

Bart Miller, Chairman

Date

Spalding County Board of Commissioners

TWO RIVERS OWNED EQUIPMENT (APPENDIX A)

ITEM	MODEL NO.	SERIAL NO.
------	-----------	------------

SERVICE FEES (APPENDIX B)

Stripe Roads	\$275.00 per line mile (Requires completed Service Agreement)
RPM Installation	\$2.10 per RPM (Requires completed Service Agreement)

APPENDIX 1C

Two Rivers Resource Conservation & Development Council, Inc.
100 Ridley Avenue, LaGrange, Georgia 30240
Phone: 706-885-0101 Fax: 706-885-0103
Website: www.tworiversrcd.org

Revised Dec. 2011

ROAD STRIPE SERVICE AGREEMENT

(Form can be downloaded from website)

PART I SERVICE REQUEST

County: _____

Date: _____

Key Contact: _____

Phone: _____

[illegible]

TOTAL LINE MILE REQUEST: _____ Line Miles

PART II SPECIFICATIONS (Please Return Form by Fax at 706-885-0103)

TERMS: This service provides for paint, beads, equipment and labor performed to the standards outlined in Section 652 of the Georgia DOT Standards and Specifications for the Construction of Roads and Bridges. The TOTAL COST for member counties is \$315.00 PER LINE MILE. Local units of governments utilizing this service are responsible for ensuring pre-stripe layout and traffic control.

INDEMNIFICATION: We agree to indemnify and hold harmless the Two Rivers RC&D Council on account of claims or suits growing out of injury to persons (including death) or to property in any way attributable to this service.

ACCEPTANCE: I have reviewed all work to be performed with the contractor, and have agreed to provide follow vehicles to ensure public safety throughout the duration of work.

Authorized Official

Date _____

Job Sheet & Inventory (Appendix D)

Road Stripe/ RPM Job Sheet & Inventory

Section I - General Information:

Start Date: _____ End Date: _____

County: _____

Beginning Odometer Reading: _____ Ending Odometer Reading: _____

Section IIA- Road Stripe Materials Used:

No. of Drums Used: Yellow _____ Batch # _____ White _____ Batch # _____

No. of Drums Used: Yellow _____ Batch # _____ White _____ Batch # _____

No. of Drums Used: Yellow _____ Batch # _____ White _____ Batch # _____

No. of Beads Used: Bags _____

Section IIB - RPM Materials Used:

No. of 1 Way RPM's _____ No. of Two Way RPM's _____ Total all RPM's _____

No. Lbs of Adhesive _____ No. Propane Tanks Used _____

Section IV - Road Stripe/ RPM Materials Inventory: (Does not include paint loaded on truck.)

Road Stripe Materials

Date: _____

Yellow _____ Batch # _____ White _____ Batch # _____ Bags _____

Yellow _____ Batch # _____ White _____ Batch # _____ Bags _____

Yellow _____ Batch # _____ White _____ Batch # _____ Bags _____

RPM Materials

Date: _____

2-Way _____ Cartons _____ Singles _____

1-Way _____ Cartons _____ Singles _____

Hot Melt Adhesive _____ (Lbs.)

Inventory performed by: _____

Signature

Printed Name



SPALDING COUNTY BOARD OF COMMISSIONERS Contract for Janitorial Services for DFCS

Requesting Agency

County Manager

Requested Action

Consider approval of contract with the State of Georgia, Department of Human Resources for Spalding County to provide Janitorial Services for the Department of Family and Children Services Offices located at 411 East Solomon Street, Griffin, Georgia.

Requirement for Board Action

Is this Item Goal Related?

No

Summary and Background

This is the annual contract with the Georgia Department of Human Resources.

Fiscal Impact / Funding Source

\$7,800 budgeted revenue in FY 2018 Budget

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> FY2018 Contract for Janitorial Services for DFCS	5/30/2017	Backup Material



Georgia Department of Human Services
Aging Services | Child Support Services | Family & Children Services

FY 18 NON-BID AGENCY CONTRACT RENEWAL

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Georgia Department of Human Services
Contractor's Full Legal Name:	Spalding Co Commission
Contract No.:	42700-040C-95-126-0320
Contract Award Date:	7/1/2016
Current Contract Term:	7/1/2016 – 6/30/2017

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

NEW CONTRACT TERM	
Beginning Date of New Contract Term:	7/1/2017
End Date of New Contract Term:	6/30/2018

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time.

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Spalding Co Commission
Authorized Signature:	
Printed Name and Title of Person Signing:	Bart Miller, Chairman Spalding County Board of Commissioners
Date:	June 5, 2017
Company Address:	119 East Solomon St Suite 104/ PO Box 1087 Griffin GA, 30224

STATE ENTITY

Authorized Signature:	
Printed Name and Title of Person Signing:	Phyllis Easton-Barkley, County Director
Date:	
Company Address:	Spalding Co DFCS 411 E. Solomon St Griffin, GA 30223

Rev 5/4/2017



SPALDING COUNTY BOARD OF COMMISSIONERS Resolution of Taking-Right Of Way Acquisition

Requesting Agency

County Clerk

Requested Action

Consider adoption of resolution authorizing declaration of taking for permanent and temporary easement rights, including the right of immediate possession for construction on Right Of Way for the North Hill Street at Northside Drive and Tuskegee Avenue intersection improvements and bridge projects.

Requirement for Board Action

Is this Item Goal Related?

No

Summary and Background

Fiscal Impact / Funding Source

2008 SPLOST Proceeds

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> R2017-15 - Condemnation of Easement Rights	6/2/2017	Backup Material

**RESOLUTION AUTHORIZING CONDEMNATION OF FEE SIMPLE AND
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 fee simple and 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 fee simple and 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 fee simple and 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 fee simple and temporary easement rights through the fee simple and 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 fee simple and 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 fee simple area and easement area 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 fee simple 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 fee simple interest 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 upon filing of the Declaration of Taking and will expire within six months thereafter; and
- c. A temporary driveway easement for ingress and egress, which becomes effective upon filing of the Declaration of Taking and will expire within six months thereafter.

4. That the County's employees or agents have or shall make a written offer of settlement for certain fee simple and 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, including the right of immediate possession, 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

I. Driveway Easement

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 159 OF THE 3RD LAND DISTRICT OF SPALDING COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **BEGINNING** AT A POINT IN THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF NORTHSIDE DRIVE, SAID POINT BEING SOUTH 74 DEGREES 53 MINUTES 56 SECONDS WEST A DISTANCE OF 76.99 FEET FROM THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF NORTH HILL STREET; THENCE, WITH SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 74 DEGREES 53 MINUTES 56 SECONDS WEST A DISTANCE OF 51.51 FEET TO A POINT; THENCE, NORTH 15 DEGREES 23 MINUTES 48 SECONDS WEST A DISTANCE OF 10.00 FEET TO A POINT; THENCE, NORTH 74 DEGREES 53 MINUTES 56 SECONDS EAST A DISTANCE OF 51.56 FEET TO A POINT; THENCE, SOUTH 15 DEGREES 06 MINUTES 04 SECONDS EAST A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**; SAID TRACT OR PARCEL OF LAND HAVING AN AREA OF **515 SQUARE FEET**.

TOGETHER WITH:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 159 OF THE 3RD LAND DISTRICT OF SPALDING COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **BEGINNING** AT A POINT IN THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF NORTH HILL STREET, SAID POINT BEING NORTH 15 DEGREES 02 MINUTES 52 SECONDS WEST A DISTANCE OF 93.97 FEET FROM THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF NORTHSIDE DRIVE; THENCE, SOUTH 74 DEGREES 57 MINUTES 08 SECONDS WEST A DISTANCE OF 15.00 FEET TO A POINT; THENCE, NORTH 15 DEGREES 02 MINUTES 52 SECONDS WEST A DISTANCE OF 46.30 FEET TO A POINT; THENCE, NORTH 74 DEGREES 44 MINUTES 28 SECONDS EAST A DISTANCE OF 15.00 FEET TO A POINT IN SAID EXISTING WESTERLY RIGHT-OF-WAY LINE OF NORTH HILL STREET; THENCE, SOUTH 15 DEGREES 02 MINUTES 52 SECONDS EAST A DISTANCE OF 46.36 FEET TO THE **POINT OF BEGINNING**; SAID TRACT OR PARCEL OF LAND HAVING AN AREA OF **695 SQUARE FEET**.

II. Fee Simple

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 159 OF THE 3RD LAND DISTRICT OF SPALDING COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **BEGINNING** AT THE INTERSECTION OF THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF NORTH HILL STREET AND THE

EXISTING NORTHERLY RIGHT-OF-WAY LINE OF NORTHSIDE DRIVE; THENCE, WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF NORTHSIDE DRIVE, SOUTH 74 DEGREES 53 MINUTES 56 SECONDS WEST A DISTANCE OF 32.19 FEET TO A POINT; THENCE, WITH A PROPOSED RIGHT-OF-WAY LINE MITER, NORTH 27 DEGREES 22 MINUTES 37 SECONDS EAST A DISTANCE OF 47.71 FEET TO A POINT IN SAID EXISTING WESTERLY RIGHT-OF-WAY LINE OF NORTH HILL STREET; THENCE, WITH SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 15 DEGREES 02 MINUTES 52 SECONDS EAST A DISTANCE OF 35.19 FEET TO THE **POINT OF BEGINNING**; SAID TRACT OR PARCEL OF LAND HAVING AN AREA OF **0.013 ACRES (567 SQUARE FEET)**.

III. Temporary Construction/Slope Easement

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 159 OF THE 3RD LAND DISTRICT OF SPALDING COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **BEGINNING** AT A POINT IN THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF NORTHSIDE DRIVE, SAID POINT BEING SOUTH 74 DEGREES 53 MINUTES 56 SECONDS WEST A DISTANCE OF 32.19 FEET FROM THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF NORTH HILL STREET; THENCE, WITH SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 74 DEGREES 53 MINUTES 56 SECONDS WEST A DISTANCE OF 44.80 FEET TO A POINT; THENCE, NORTH 15 DEGREES 06 MINUTES 04 SECONDS WEST A DISTANCE OF 10.00 FEET TO A POINT; THENCE, NORTH 74 DEGREES 53 MINUTES 56 SECONDS EAST A DISTANCE OF 39.93 FEET TO A POINT; THENCE, NORTH 29 DEGREES 55 MINUTES 32 SECONDS EAST A DISTANCE OF 38.31 FEET TO A POINT; THENCE, NORTH 15 DEGREES 02 MINUTES 52 SECONDS WEST A DISTANCE OF 56.90 FEET TO A POINT; THENCE, NORTH 74 DEGREES 57 MINUTES 08 SECONDS EAST A DISTANCE OF 10.00 FEET TO A POINT IN THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF NORTH HILL STREET; THENCE, SOUTH 15 DEGREES 02 MINUTES 52 SECONDS EAST A DISTANCE OF 58.78 FEET TO A POINT; THENCE, ALONG A PROPOSED RIGHT-OF-WAY LINE MITER, SOUTH 27 DEGREES 22 MINUTES 37 SECONDS WEST A DISTANCE OF 47.71 TO THE **POINT OF BEGINNING**; SAID TRACT OR PARCEL OF LAND HAVING AN AREA OF **1,410 SQUARE FEET**.

EXHIBIT B

EXHIBIT C

- 1) Choi Diand Suk d/b/a Sam's Package



SPALDING COUNTY BOARD OF COMMISSIONERS Resolution to Acquire Property

Requesting Agency

County Manager

Requested Action

Consider a Resolution to acquire property from the State Property Commission.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

This property was formerly utilized by the State of Georgia as the Griffin RYDC at the corner of Justice Boulevard and Hwy 362 and the old State Probation and Parole Office at the corner of DF Fuller and Justice Boulevard.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> R2017-16 - Resolution to Acquire Property	6/2/2017	Backup Material

RESOLUTION TO SPALDING COUNTY BOARD OF COMMISSIONERS

WHEREAS, Spalding County conveyed to the State of Georgia two tracts of real property more described in Exhibits A and B attached hereto; and

WHEREAS, the State of Georgia used said tracts of real property to operate a youth detention center as well as a diversion center; and

WHEREAS, the State of Georgia has ceased to use both tracts of real property for the aforesaid purposes; and

WHEREAS, Spalding County has requested that the State of Georgia convey both tracts of real property back to Spalding County upon payment of \$10.00 and other valuable consideration; and

WHEREAS, Spalding County agrees that so long as it has title to said tracts of real property that the County will take no action or fail to take any action that would jeopardize the tax exempt status of the bonds;

NOW, therefore, be it resolved by the Spalding County Board of Commissioners that it shall accept the conveyance of the real property from the State of Georgia for the real property described in Exhibits A and B attached hereto.

BE IT SO RESOLVED this 5th day of June, 2017.

Bart Miller, Chairman
Spalding County Board of Commissioners

William P. Wilson, Jr.
County Manager

SPALDING

341

BOOK 415 PAGE 109

DEPARTMENT OF HUMAN RESOURCES

STATE OF GEORGIA,

COUNTY OF SPALDING

THIS INSTRUMENT, made this 21st day of May in the 39th year of our Lord Nineteen Hundred and Seventy-Five between PHILIP SPALDING COUNTY, a political subdivision of the STATE OF GEORGIA, of the first part, and STATE OF GEORGIA, of the second part.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00), and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, all that tract or parcel of land situate, lying and being in Land Lot 110 of Second Land District of originally Monroe, now Spalding County, Georgia, and being more particularly described on a plat of survey entitled "Property Survey for Spalding County", prepared by Kenneth Presley Associates, Inc., Land Surveyors, dated June 12, 1974, a copy of said plat being recorded in Plat Book 10, page 199, in the office of the Clerk of the Superior Court of Spalding County, Georgia, which said plat is incorporated in and made a part of this description by reference.

Said tract may be more particularly described with reference to the aforementioned plat as follows: BEGINNING at the point of intersection of the Easterly right-of-way line of the Griffin-Barnesville By-Pass (U.S. Highway Nos. 19 and 41), State Route No. 362) and running thence North 55 degrees 34 minutes 16 seconds East a distance of 34.32 feet along the northerly margin of the right-of-way of the Griffin-Williamson Road to a right-of-way marker located at the intersection of the Easterly margin of the right-of-way of County Farm Road and the northerly margin of the right-of-way of the Griffin-Williamson Road; thence North 21 degrees 04 minutes 40 seconds West a distance of 124.84 feet to a right-of-way marker located on the Easterly margin of County Farm Road; thence North 22 degrees 16 minutes 00 seconds West a distance of 106.17 feet to a point located on the Easterly margin of County Farm Road; thence North 07 degrees 23 minutes 20 seconds West a distance of 539.8 feet to a right-of-way marker located on the Easterly margin of County Farm Road; thence South 82 degrees 30 minutes 00 seconds West a distance of 484.69 feet to a point located on the Easterly margin of County Farm Road; thence South 22 degrees 31 minutes 49 seconds East a distance of 363.17 feet to a right-of-way marker located on the Easterly margin of the Griffin-Barnesville By-Pass (U.S. Highway Nos. 19 and 41); thence South 47 degrees 49 minutes 00 seconds East a distance of 573.33 feet to a right-of-way marker located on the Easterly margin of the Griffin-Barnesville By-Pass (U.S. Highway Nos. 19 and 41) and the POINT OF BEGINNING.

The above described property is bounded as follows: On the North by other lands of Spalding County, on the East by County Farm

006072

RECORDED
JUN 5 1975
DEPARTMENT OF HUMAN RESOURCES
SECRETARY OF STATE
RECEIVED

BOOK 415 PAGE 110

Road, on the South by the Griffin-Williamson Road (Ga. State Highway No. 362) and on the West by the Griffin-Barnesville By-Pass. (U. S. Highway Nos. 19 and 41).

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of STATE OF GEORGIA the said party of the second part, its successors and assigns, forever, in fee simple.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and affixed its seal, the day and year first above written.

SPALDING COUNTY

Spalding County
Seal affixed hereto

in the presence of:

Notary Public, Spalding Co., Ga.

As a member of the Board
of Commissioners of
Spalding County

As Clerk of Board of
Commissioners,
Spalding County

006072

Recorded JUN 10 1975

EX. A

to
STATE OF GEORGIA

D E E D

GEORGE A. HARRIS COUNTY
CLERK'S OFFICE
FILE NO. 10-10-10
10-10-10
RECEIVED 10-10-10
10-10-10
10-10-10

SEAY & SING
ATTORNEYS AT LAW
GRIFFIN, GEORGIA

FOR PLAT RECORD TO THIS INSTRUMENT SEE
PLAT FILE - RECORD 6072

EXHIBIT B

All that lot, tract or parcel of land lying being in situate in Land Lot 110 of the 2nd Land District of originally Monroe, now Spalding County, Georgia, containing 6.210 acres as more particularly shown on a plat of survey entitled Department of Offender Rehabilitation, an agency of the State of Georgia, dated July 8, 1982. Said plat, meets and bounds, courses and distances as shown thereon are hereby incorporated by reference and made a part of this description herein.



SPALDING COUNTY BOARD OF COMMISSIONERS Surplus Property Declaration

Requesting Agency

County Manager

Requested Action

Consider request to declare surplus 60.52 acres off Hollonville Road.

Requirement for Board Action

BOC must declare property surplus to dispose of real property.

Is this Item Goal Related?

No

Summary and Background

The property in question was purchased by the County in the 1980's as a possible raw water intake and water treatment plant location for the Water Authority. Over the years the property was deeded back and forth from the County to SCWA and so forth. You may recall we were deeded a 60 ft roadway easement from L&S Land Company when the property was purchased for construction of a paved road to provide ingress/egress, and after 20+ years of no action the County quitclaimed the roadway easement back to L&S Land leaving the property landlocked.

Fiscal Impact / Funding Source

I advised Mr. Turner the process for acquiring the property as follows:

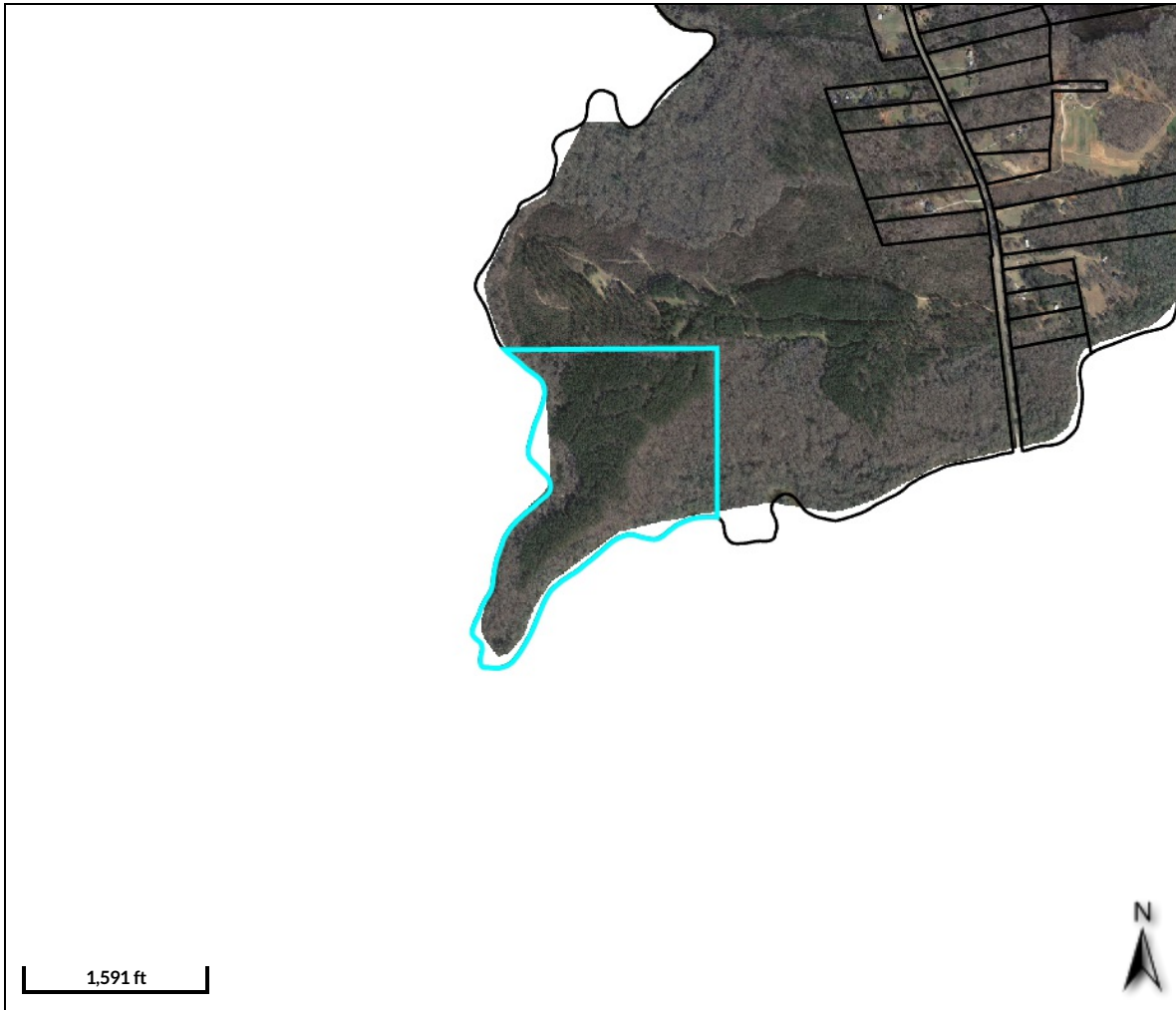
He must submit a letter asking the BOC to declare surplus and if the BOC agrees we will have the property appraised by the Chief Appraiser and a value established. If in agreement with the value Mr. Turner will provide a check to the county in the amount of the appraisal indicating he will bid that amount at a sale on the courthouse steps. The County attorney will advertise and prepare the documents necessary for a courthouse sale and on the day of the sale Mr. Turner will submit the check amount as the minimum bid. If no other bids are received Mr. Turner will purchase the property at the appraised value. If another outbids Mr. Turner then his check will be returned to him.

STAFF RECOMMENDATION

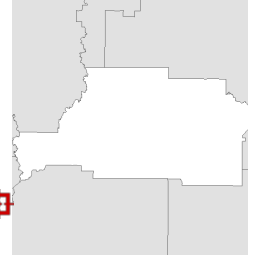
Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Tax Map Info	5/31/2017	Backup Material
<input type="checkbox"/> Request	6/1/2017	Backup Material



Overview



Legend

- Parcels
- Roads

Parcel ID	285 01002	Owner	SPALDING COUNTY	Last 2 Sales			
Class Code	Exempt		P O BOX 1087	Date	Price	Reason	Qual
Taxing District	SPALDING COUNTY		GRIFFIN GA 30224	5/29/1997	\$0	GV	U
	SPALDING COUNTY	Physical Address	2500 HOLLONVILLE RD	1/18/1994	\$0	GV	U
Acres	60.52	Assessed Value	Value \$24608				
		Land Value	Value \$24608				

(Note: Not to be used on legal documents)

Date created: 5/31/2017
Last Data Uploaded: 5/30/2017 8:25:37 PM



Developed by
The Schneider Corporation

May 8, 2017



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

ATTENTION: William Wilson, County Manager

Dear Mr. Wilson,

As per our conversation last week concerning acreage in the southwest corner of Spalding county described as 60.52 acres located at 2500 Hollonville Road, Map & Parcel number 285-01002, I am formerly requesting that the county obtain a certified appraisal to start the process of selling said property. My family owns land adjacent to this property in Pike County and we are very interested in this purchase. We are prepared to write a check for the real market value once the appraisal is completed.

Thank you,

A handwritten signature in blue ink, appearing to read "Shane Turner", with a long horizontal flourish extending to the right.

Shane Turner
678-544-1017



SPALDING COUNTY BOARD OF COMMISSIONERS Cancellation of July 3, 2017 Meeting

Requesting Agency

County Manager

Requested Action

Consider cancellation of the July 3rd, 2017 Board of Commissioner's meeting due to observance of the Independence Day holiday.

Requirement for Board Action

Is this Item Goal Related?

No

Summary and Background

The County will observe the 4th of July holiday this year on Monday, July 3, 2017.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> 2017 Calendar	1/25/2017	Backup Material

2017

January						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
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29	30	31				

February						
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26	27	28				

March						
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April						
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30						

May						
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28	29	30	31			

June						
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30	31					

August						
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September						
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October						
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29	30	31				

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December						
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24	25	26	27	28	29	30
31						

January
02: New Year's Day
16: Martin Luther King, Jr. Day
April
14: Good Friday
May
29: Memorial Day
July
04: Independence Day
September
04: Labor Day
November
23: Thanksgiving
24: Thanksgiving
December
25: Christmas
26: Christmas



SPALDING COUNTY BOARD OF COMMISSIONERS Resolution To Apply For Grant To Fund Relocation of SR155

Requesting Agency

County Manager

Requested Action

Consider a Resolution to submit an application for consideration to the Atlanta Regional Commission to fund the relocation of SR155 from Jackson Road down CR498/McDonough Road to SR16 Corridor and reroute truck traffic from the historic downtown district of the City of Griffin.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

As part of the Atlanta Regional Commission Transportation Improvement Program a Resolution by both Spalding County and the City of Griffin has to be included as part of the application.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> R2017-13 - Resolution To Apply	6/6/2017	Backup Material

RESOLUTION OF COMMITMENT TO IMPLEMENT PROJECT

WHEREAS, it continues to be the desire of Spalding County to support the development and enhancement of its corridors as a means to create efficient freight and vehicular movement, reduction in downtown freight congestion, and improvement of public safety; and

WHEREAS, the Atlanta Regional Commission (ARC) has released a call for applications for 2017; and the County desires to submit an application for consideration to fund the relocation of SR155 from Jackson Road down CR498/McDonough Road to SR16 Corridor; and

WHEREAS, the purpose would be to enhance the corridor. The emphasis of the project would be to improve traffic flow by providing a direct route from Jackson Road to SR16 and reroute truck traffic from the historic downtown district of the City of Griffin.

WHEREAS the current route is extremely destructive to the historic business district infrastructure and is detrimental to business traffic and commerce in the City of Griffin; redirecting this truck traffic down North McDonough to SR16 provides a more direct route through the City without having to make 90 degree turns off and onto two-lane City streets;

WHEREAS, the grant agreement for Federal financial assistance, if awarded, will impose certain obligations upon Spalding County, and may require Spalding County to provide the local share of the project cost; and

WHEREAS, Spalding County will provide all necessary certifications and assurances to the ARC required for the project;

NOW, THEREFORE, BE IT RESOLVED that the Spalding County Board of Commissioners authorize the filing of a grant application with the Atlanta Regional Commission, in an amount of \$12,840, 200,000.00;

1. That Spalding County will provide the required 20% match for this project should grant funds be awarded.
2. That the Chairman of the Spalding County Board of Commissioners is authorized to execute and file an application for Federal assistance on behalf of Spalding County with the Atlanta Regional Commission.
3. That the Chairman of the Spalding County Board of Commissioners is authorized to execute and file the necessary certifications, assurances and other documents the Atlanta Regional Commission may require before

awarding a Federal assistance grant.

4. That the Chairman of the Spalding County Board of Commissioners is authorized to execute the grant and other agreements with the Atlanta Regional Commission on behalf of Spalding County.

This the 5th day of June, 2017

Bart Miller, Chairman
Spalding County Board of Commissioners



SPALDING COUNTY BOARD OF COMMISSIONERS Resolution to Subit An Application for Freight Cluster Study

Requesting Agency

County Manager

Requested Action

Consider a Resolution to submit an application for consideration to the Atlanta Regional Commission to fund a study of transportation connectivity, traffic operations and safety, critical intersection identification and assessment, traffic/crash data related to freight movement in Spalding County.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

This application was included as part of the Atlanta Regional Commission Transportation Improvement Program call for projects. A resolution must be submitted as part of the application process.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> R2017-14 Resolution to Apply	6/6/2017	Backup Material

RESOLUTION OF COMMITMENT TO IMPLEMENT PROJECT

WHEREAS, it continues to be the desire of Spalding County to support the development and enhancement of its corridors as a means to create efficient freight movement, reduction in congestion, and improvement of public safety; and

WHEREAS, the Atlanta Regional Commission (ARC) has released a call for applications for 2017; and the County desires to submit an application for a study that encompasses a rail freight intermodal connector (the Norfolk Southern Griffin Yard), a freight intermodal connector at a pipeline terminal (Trans Montaigne Pipeline Terminal, truck routes (SR155 & SR16), Lakes of Green Valley Industrial Park and the future Griffin-Spalding Airport; and

WHEREAS, the purpose would be to analyze of transportation connectivity, traffic operations and safety, critical intersection identification and assessment, and traffic/crash data related to freight movement in and through Spalding County.

WHEREAS, the grant agreement for Federal financial assistance, if awarded, will impose certain obligations upon Spalding County, and may require Spalding County to provide the local share of the project cost; and

WHEREAS, Spalding County will provide all necessary certifications and assurances to the ARC required for the project;

NOW, THEREFORE, BE IT RESOLVED that the Spalding County Board of Commissioners authorize the filing of an application with the Atlanta Regional Commission, in an amount of \$300,000.00;

1. That Spalding County will provide the required 20% match for this project should grant funds be awarded.
2. That the Chairman of the Spalding County Board of Commissioners is authorized to execute and file an application for Federal assistance on behalf of Spalding County with the Atlanta Regional Commission.
3. That the Chairman of the Spalding County Board of Commissioners is authorized to execute and file the necessary certifications, assurances and other documents the Atlanta Regional Commission may require before awarding a Federal assistance grant.
4. That the Chairman of the Spalding County Board of Commissioners is authorized to execute the grant and other agreements with the Atlanta Regional Commission on behalf of Spalding County.

This the 5th day of June, 2017

Bart Miller, Chairman
Spalding County Board of Commissioners