

Agenda

Board of Commissioners of Spalding County
Regular Meeting
August 7, 2017
6:00 PM
One Griffin Center, Solomon Street Entrance,
W.Elmer George Municipal Hall

I. OPENING (CALL TO ORDER)

II. INVOCATION

III. PLEDGE TO FLAG

IV. PRESENTATIONS/PROCLAMATIONS

1. Representatives from the Georgia Transportation Infrastructure Bank to present Grant Award for Intersection #3 Improvement Project.
2. Sheriff Darrell Dix to recognize two officers who have retired from the Spalding County Sheriff's Office and thank them for their service and contribution to our Community.

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 July 17, 2017, the Spalding County Board of Commissioners Extraordinary Session on July 17, 2017, the Spalding County Board of Commissioners Executive Session on July 17, 2017 and the Spalding County Board of Commissioners Zoning Public hearing on July 27, 2017.

VIII. CONSENT AGENDA -

1. Consider approval on second reading Application #17-05Z: David W. Morrison and Kimberly L. Morrison, Owners - 207 Cecil Jackson Road (3 acres located in Land Lot 229 of the 3rd Land District) - requesting a rezoning from AR-1, Agricultural and Residential and R-2, Single Family Residential, to AR-1, Agricultural and Residential

IX. OLD BUSINESS -

X. NEW BUSINESS -

1. Consider approval of an Agreement with the Georgia Transportation Infrastructure Bank for the GTIB Grant to assist with funding improvements for Intersection #3.
2. Consider request from the Spalding County Sheriff's Office to declare surplus K-9 Bella.
3. Consider approval of a new 2017 Alcohol Beverage License for Retail Sale of Beer and Wine for Sat Kaival Enterprises, LLC dba A-1 Food Mart located at 1650 N. Hill Street, Griffin, GA.
4. Consider request of the Humane Society of Griffin Spalding County, Inc. for a letter stating that Spalding County has no objection to the State granting a one-day alcohol license for the Humane

Society's Annual Chili Cook-Off to be held on Saturday, October 28th, 2017 at "The Pavilion" from 11:00 a.m. - 4:00 p.m.

5. Consider approval of final plat for Sun City Peachtree Subdivision - Pod 38B.
6. Consider acceptance of Right-of-Way Deed for Pod 38B (Sun City Peachtree).
7. Set a date for a Public Hearing to establish a street lighting district for Sun City Peachtree - Pod 38B.
8. Consider approval of Addendum to the SAVE (Systematic Alien Verification for Entitlements) Program Memorandum of Understanding for FY 2018.
9. Consider approval of Allen-Smith Consulting to administer the FY2018 CDBG Grant and Paragon Consulting to provide the Engineering Services for the FY2018 CDGB grant for the Spalding County Water & Sewerage Facilities Authority Dundee Mill Village Sewer Project.
10. Consider resolution authorizing execution of contract with the Cities of Griffin, Orchard Hill and Sunny Side for a Transportation Special Purpose Local Option Sales Tax.
11. Consider resolution authorizing the Board of Elections to call an election to approve the imposition of a Transportation Sales and Use Tax and for other purposes.
12. Consider approval of contract with the City of Orchard Hill to conduct City elections.
13. Consider request from the Parks & Recreation Advisory Commission to consult with the City of Griffin regarding the possibility of making Blanton Avenue a dead end street at it's intersection with Third Street and A Z Kelsey Avenue
14. Consider cancellation of the September 4, 2017 Board of Commissioner's Regular Meeting due to the observance of the Labor Day Holiday.

XI. REPORT OF COUNTY MANAGER

XII. REPORT OF COMMISSIONERS

XIII. CLOSED SESSION

XIV. ADJOURNMENT



SPALDING COUNTY BOARD OF COMMISSIONERS GTIB Presentation

Requesting Agency

County Manager

Requested Action

Representatives from the Georgia Transportation Infrastructure Bank to present Grant Award for Intersection #3 Improvement Project.

Requirement for Board Action

Is this Item Goal Related?

No

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

n/a



SPALDING COUNTY BOARD OF COMMISSIONERS
Spalding County Sheriff Officers Retirement

Requesting Agency

County Clerk

Requested Action

Sheriff Darrell Dix to recognize two officers who have retired from the Spalding County Sheriff's Office and thank them for their service and contribution to our Community.

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"/> Agenda Item Summary - Sheriff's Office	7/27/2017	Backup Material

AGENDA ITEM SUMMARY
July 26, 2017

ITEM NUMBER: _____

ITEM SUMMARY:

Recognize Sgt. Mike Haygood and Sgt. Julie Gates for years of service and contribution to community.

SPECIAL CONSIDERATIONS OR CONCERNS:

Sgt. Mike Haygood started employment 12-09-1991 ended 08-01-2017. During that time Sgt. Haygood accomplished much and provided courageous service to residents of Spalding County and its visitors.

Sgt. Julie Gates started 07-09-1988 employment ended 07-25-2017. During Sgt. Gates career she progressed to Sgt. of the Crime Scene Unit. Sgt. Gates has spent countless hours processing crime scenes and collecting evidence that insured convictions on many violent and non violent cases.

STAFF RECOMMENDATION:

Staff recommends approval

FINANCIAL IMPACT:

Net cost to the County is zero dollars.

ATTACHMENTS:

none

Submitted by:

Sheriff Darrell Dix

Approved by:

William Wilson, County Manager



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 July 17, 2017, the Spalding County Board of Commissioners Extraordinary Session on July 17, 2017, the Spalding County Board of Commissioners Executive Session on July 17, 2017 and the Spalding County Board of Commissioners Zoning Public hearing on July 27, 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"/> 2017-7-17 BOC Special Called Meeting	7/27/2017	Backup Material
<input type="checkbox"/> 2017-7-17 BOC Extraordinary Session	7/27/2017	Backup Material
<input type="checkbox"/> 2017-7-27 BOC Zoning Public Hearing	7/31/2017	Backup Material

MINUTES

The Spalding County Board of Commissioners held a Special Called Meeting in at One Griffin Center, W. Elmer George Municipal Hall on Monday, July 17, 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, Tim Crane, Interim Public Works Director, Charles Penney, Paragon Consulting 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 Raymond Ray.

II. Agenda Items:

1. Discuss projects to be included on the 2017 SPLOST.

Mr. Wilson thanked the City of Griffin, Kenny Smith and Teresa Watson for allowing us to use their facilities. It is a great room, ours is going to look a lot different and he invited the Board to come by and view the progress.

Mr. Wilson stated that there were several things that the Board asked him to do at the last meeting:

- The Board had asked for financing quotes from Raymond James. Todd Barnes, gave us several schedules for \$8 million, \$10 million, \$15 million and \$20 million. The only amount we had discussed was \$8 million and that was for the resurfacing. The debt service cost on the \$8 million is approximately \$550,000.

He stated that the Board had expressed an interest in bonding the resurfacing projects which were approximately 80 miles of resurfacing. Commissioner Hawbaker then asked how much it would cost if we bonded the entire TSPLOST amount.

Mr. Wilson advised it would cost \$1.4 million in interest to bond \$20 million. He encouraged the Board not to do this because of the front end work required for paving the dirt roads.

There is a lot of preliminary work that has to be done before you can pave a dirt road. Design and engineering, right of way acquisition, utility relocation and there is no way on earth that he would want to try to do 15 roads simultaneously. These are all big projects and it is better to do them one at a time. He then advised that it is projected to cost approximately \$32.5 million to pave the 15 dirt roads that the Board asked us to get preliminary cost estimates.

Mr. Wilson then asked if everyone is still interested in bonding the resurfacing. Consensus of the Board is to move ahead on bonding the resurfacing projects. Mr. Wilson will get Raymond James to move ahead on bonding the \$8 million for resurfacing of roads.

Mr. Wilson advised that by the August 7th meeting we will have to finalize the intergovernmental agreement with a listing of projects. The

ballot does not have to include a list of projects, but the intergovernmental agreement does. We will be formulating a list of projects for this agreement today.

Mr. Wilson stated that the roads the Board will be voting on tonight for the 2018 LMIG will finish up the roads that were paved last year. Last year we paved approximately half of the total roadway for County Line Road, Dutchman Road, East McIntosh Road, High Falls Road, Moreland Road and Teamon Road, this year we will be paving the other half this year with the LMIG money and 2016 SPLOST Funds.

He then reviewed the list of proposed resurfacing projects for the TSPLOST which totaled approximately 78 miles of resurfacing. These are the roads we are looking to resurface with the \$8 million to be bonded. He stated that the list used to designate roads to be resurfaced is the list that the County has traditionally used for resurfacing that ranks each road by its need for resurfacing based on the PASER Road Ranking System which is the State, GDOT, recommended way to rate each road. The total list is approximately 10 pages long and the last two pages shows the roads that have been resurfaced over the last few years with LMIG and SPLOST funds.

Mr. Wilson stated that there are 15 unimproved or dirt roads the Board approved getting cost estimates on for the TSPLOST. The roads are scattered throughout the districts. He introduced Charles Penney from Paragon who handed out cost estimates to the Board for paving the 15 roads.

Mr. Wilson also passed around an aerial view of Apple Road with the existing roadway shaded in green and the required right of way shaded in orange, the red line is the center line of the new roadway. This was done for the top 5 roads on the repaving list. Apple Road comes into Amelia Road at a 45 degree angle, we have cut it off and made it a 90 degree angle with a stop sign. Amelia would be the through road. The aerial views for the top 5 roads were then passed out to the Board for review.

Mr. Penney advised that some of the older roads have a prescriptive easement, when you go back on older surveys the line for the property owners may go to the middle of the road.

Mr. Wilson stated that Paragon had done the maps on every road, but they had only prepared the top 5 with the shading so that you can get some indication of how the right of ways would work. They have developed a cost on every road and that cost is in the book that Mr. Penney gave to the Board.

Mr. Wilson then presented pictorial representations on maps, and advised that they have not been surveyed. When the Board authorizes a survey, they will get the right of way down to a deed that the property owner will sign with meets and bounds descriptions.

Mr. Wilson added that one thing that he wants to include in the TSPLOST that wasn't included in prior SPLOSTS is front property pins. We're going to establish new front property pins for every parcel, that is expensive and we haven't done it in the past and it causes lots of headaches. When the property owner goes to sell the property, the new owner wants to know where their property pins are the property pins

are out in the ditch now they will be dug up when we build the road.

Mr. Wilson advised that many of the roads that have a 45 degree angle will be changed to a 90 degree angle with stop signs for better sight distance. Mr. Wilson stated that there are two variables that engineers have to work with on roads which are vertical and horizontal alignment, he turned the meeting over to Mr. Penney to discuss these variables.

Mr. Penney stated that what the Board is viewing would be the horizontal alignment which shifts from left/right. What you do not see is we also ran the vertical alignment, which means if you have a road that is real steep and tops over real quick, there may be a need to cut that down and then the same thing in a sag, you may fill it. So they actually ran a center line for all of the roads and by running the center line we did a lot of earth work. The computer program will take a cross section of the road and when it runs the center line it will generate what we are seeing on the plan in our office all the dig sections and the fill sections. So we have a pretty good idea of how much dirt we are going to have to move on all of these roads. You have to balance the roads, you can't afford to haul dirt off and you can't afford to haul dirt in, you have to try to make them balance.

Mr. Wilson stated that all of the roads are designed for 35 M.P.H. once they are paved. If we design them for 55 M.P.H. you would see considerable more alignment than you do now because many of these road have deep curves.

Mr. Wilson advised that the one thing that has drastically changed since the last time that the County paved a dirt road is soil and erosion. You will notice a big number for soil and erosion control on all of these projects. That is federally mandated down through the State and down to us. When you disturb more than one acre, and all of these will be more than one acre, there are many federal clean water requirements that must be met and you are not allowed to do them yourself. You must have a private contractor doing it who is certified and there are certain timelines that must be adhered to.

Mr. Penney stated that he had looked at a recent job in Henry County and it can be as much as 10% of the total project, it was \$250,000 on a one mile road. It is more than running silt fence down each side and it adds up really quick. He reminded the Board that the numbers they are reviewing is a 10% design for the roadways. They have provided center line, vertical and earth work data for consideration. They have looked at cross drains and drainage areas, several of the roads have some rather large drainage basins that impact the cost of those roads.

Mr. Penney stated that Yarbrough Mill is the most expensive per linear foot or mile. The reason for this is there are three large drainage basins, there is a 600 acre basin, one that is a little over 1000 acres and then you have one at the southern end that is 3000 acres. He stated that the N. Hill arch that is being installed, that basin is a little over 1000 acres and that arch cost \$680,000. These drainage basins cause the linear foot or mile cost to pave the road to increase significantly. Pineview has one drainage basin that is 688 acres and Parham A has one that is approximately 500 acres. These are the big drainage structures and we had to include estimates to accommodate these drainage basins.

Mr. Wilson asked the Board to please pay attention to the last sentence

of the introductory page that states “Cost estimates do not include surveying, geotechnical, and engineering design or construction maintenance.”

Mr. Penney stated that there will have to be geotechnical studies done on some of the projects and you never know where you are going to find rock. Rock could be a big factor and inadequate soils. You never know when you are going to have to remove rock or remove soil and replace it with rock.

Commissioner Hawbaker asked if there was a point at which the additional costs incurred would make it infeasible to pave a road.

Mr. Wilson advised that once we have decided to pave a road, as long as we have the money, we do it. For example, Amelia Road, we have done it in three phases, this would be the third Phase of Amelia.

Mr. Wilson stated that in particular Minter Road is a road where houses are only on about 1/4th of the entire road, the remainder of it is farm land, so you will be paving through a considerable amount of farm land. We did ask Paragon to come up with a per mile cost and a per foot cost for paving, this was done as a method for the Board to economically determine which roads are feasible and which are not because we don't have \$32.5 million budgeted for dirt roads so you are going to need a way to decide what projects will go forward.

Mr. Wilson stated that in addition to the quoted costs you will need to add design, engineering and construction management which could add 30% to the costs you see today.

Mr. Penney stated that since Sam Solomon and Apple Road are not through roads, they cut back to a triple surface pavement section which is roughly 1/3 of the cost of a paving section.

Commissioner Flowers-Taylor asked if there would be an allowance on the projects for contingency items that may occur.

Mr. Penney stated that there is a 10% contingency cost built into the amounts. He advised that in talking with contractors, he has been advised that they have had three price increases on rock in the last 18 months. They advised that they have been notified there will be another increase in January 2018. We don't know what it will be, but, we have added 10% on the GAB base, the asphalt and the triple surface, everything that would contain rock, because the January increase could be in the 10% range. There are factors that we have researched that are included in these numbers.

Mr. Penney stated that eight of the roads have water mains on them and there is a line item included to relocate the water mains. Trestle has a 12" water main that will run approximately \$90 per foot when you figure in the valves and the hydrants. When you get down to the actual design, there may be sections where we won't have to relocate the water mains, but to be on the safe side Paragon factored in relocation of the water lines.

Mr. Wilson advised that there is a process for declaring a project infeasible. Not being able to acquire the right of way or due to excessive

costs beyond the projected costs, etc. There is a process to do that and then those funds can be moved down to the next road.

Mr. Wilson asked the Board to go to the back of the information provided to the Summary to review the cost per foot.

Mr. Penney stated that the costs were broken down to clearing, grading complete/earth work, asphalt/paving section which is subject to change. Apple and Sam Solomon are triple surface which is basically where they spray down a tar, they have three grades of rock that is then placed on the surface and they roll it. It is a much more economical paving process. It is approximately 30% of what a normal paving section would cost.

We have factored in the pipe and flared end section and paving the portion on ROW for driveways, so that is a line item. The culverts, erosion control, signage and marking, traffic control, if there is water on the road you will see the per foot basis for moving the water line and then miscellaneous would include right of way marker, fencing and gates. He feels that they have covered the major items that would be on a DOT type bid.

Chairman Miller asked, realistically out of the 15 roads that have been presented, how many are we going to be able to pave.

Mr. Wilson stated that according to the last numbers we allocated \$13.75 million. The roads as presented are in the order of the needs analysis recommendations. \$10 million would take you down to Parham Road B on the list and then you add 30% or another \$3 million for Design, Engineering and Construction Management, etc. So Parham Road B is where it would stop. If you look at the costs of those roads the highest one is Pineview at \$558 and the lowest one is Parham Road B at \$281 cost per foot.

Commissioner Hawbaker stated that another big contingency is will we get the 90% of residents to donate the 80' right of way.

Mr. Wilson stated that the Board could utilize whatever methodology they like for narrowing the list down.

Commissioner Johnson asked if we went with the list down to Parham Road as suggested, how the remaining roads would get paved.

Mr. Wilson advised that the only way we have paved roads in the past is with a SPLOST. We do not have the general funds available to pave roads so it would have to be on a future TSPLOST.

Commissioner Ray then stated that the priorities have already been established based on our assessments. If we deviate from the assessment then we are still going to have roads that will be a higher priority. If we prioritize these in a different manner, we will have the same problems with the roads. He feels that we should stick with the list that we have now. We can pave the roads down to Parham Road and then next time be set up for the next SPLOST/TSPLOST or whatever. This gives us our priority and gives us an opportunity to put the projects on a shelf and have the ready to go when we get to the point that we need them.

Mr. Wilson stated that should one of these roads prove infeasible, would

the board want to move down to the next road?

Commissioner Flowers-Taylor stated that she doesn't feel that simply going down the list in the order they appear is a good idea, because what we are trying to accomplish by paving these dirt roads is to assist people in trying to get to where they need to go easier and safer. There is another school of thought where if some of the smaller areas were paved, that would help with connectivity in those areas.

Mr. Wilson stated that there is specific criteria used to rank the roads in the order they are currently in. The Road Ranking system utilizes a point system and a number of points are given to criteria such as if the road is a school bus route, number of houses, is it a through road and then there is a 24 hour traffic count that is added into all of those factors. Number of churches, number of businesses etc. Each road is ranked given the same criteria. That is how these roads have come to be on this list. These roads were rated according to the criteria prescribed by the Board of Commissioners at the time the ranking was conducted. These criteria were utilized to take the politics out of the ranking.

Commissioner Flowers-Taylor then expressed her concern that the majority of the roads being considered for paving are in District 5. She stated that if we want the citizens to vote for a TSPLOST then they want to know that the money is being distributed throughout the county and not benefiting one area of the county more than other areas. People have to know that they are going to get something out of it, that something is going to happen in other districts that will affect their quality of life. All of the roads on the list need paving, there is no question about that. She just feels that the remainder of the county needs to benefit as well. She wants to make sure the decisions made with benefit the greatest number of people.

Commissioner Hawbaker stated that in the district he represents, he would really like to see Amelia Road on the list.

Mr. Wilson stated that there is no easy way to figure out how to do this. We do have public comment scheduled following this meeting. He reminded everyone in order to have a TSPLOST vote we must have the project list finalized by the August meeting. The IGA has to be completed before August 11th and the projects have to be spelled out in the IGA.

Commissioner Hawbaker stated that if a road is on the list and after the design and engineering is complete and if we cannot get 90% of the homeowners to donate the right of way then the project will become infeasible and we will go to the public hearing and we say the citizens on the street have had their opportunity, they have politely declined, we now move on to the next road.

Mr. Wilson stated should that happen we will record the right of ways that have been donated and we would be at a better point then than we are now and on the next TSPLOST the road can be considered again and the neighbors may have put enough pressure on the outstanding residents to come in and sign the deed and we would then have 100% for the next TSPLOST.

Commissioner Flowers-Taylor stated that there needs to be a contingency road list so if one road becomes infeasible, then we will have another project to go to.

Commissioner Miller stated that he would like the requirement for

donated right of way to be raised to 100%, he has a problem with some of the people on a road donating the right of way and others getting paid for the right of way and he does not want to have to condemn peoples' property for right of way.

Mr. Wilson stated that previous boards had required 95%, we lowered it to 90% during the last sitting board, but we have never condemned a right of way on a dirt road for paving since he has been with the County. We simply skip the road and move to the next one.

Mr. Wilson then advised that the 90% is based on road frontage, if 90% of the road frontage is donated, we will condemn the remaining 10% and pay for that property.

Commissioner Hawbaker stated he is willing to reconsider the amount of road frontage to be donated. This is a lot of money and it is our first opportunity that the legislature has given the residents the tool to raise a lot of money that we otherwise couldn't allocate to these types of projects. Everybody is going to have to get on board. Some people are going to have to give up some property, but in return they are going to get a paved road.

Commissioner Flowers-Taylor stated that she would like to hear from the people who have signed up to speak.

Commissioner Ray asked that we summarize what we would like to see done.

Commissioner Hawbaker stated that he is leaning towards 100% donation of necessary right of way. He would like to see Amelia, Apple and Sam Solomon all paved and he would also like to see Trestle Road paved because that leading into Heron Bay is important to a developer who is still building out there. This road is important to continued development in that area. He would like to substitute Amelia for Parham Road be and try to find the funding for Trestle Road.

Mr. Wilson stated that the reason the top roads for paving are located in District V is because the northeast quadrant of the county is growing faster than any other quadrant of the county. That is where we knew the development was going to come from. The traffic count, the number of houses and whether it is a thoroughfare in that quadrant is going to push those roads ahead of other districts.

Commissioner Ray stated he is leaning toward 100% donation of the necessary right of way for us to pave. When you look at the list, we set the 15 in order to start the paving planning based on what we did in 2011 we've got our needs assessment ratings, we've got the top 15 roads agreed to in previous meetings and with that 9 of them are in District 5, 5 are in District 4 which is Commissioner Miller and he has one in District 4. Out of that 10 of the roads are over 20 houses up to 33 houses on the road and less than 20 or below those are in District #5 and there is one in District #4.

He feels that there should be 100% participation from the property owners on the street that is to be paved. We have our roads based on needs assessment. What we can't get done on this TSPLOST will set up what we do on the next TSPLOST. If the owners of the property do not want to give the right of way then we keep moving on down the list and take care of what needs to be taken care of.

Commissioner Flowers-Taylor stated that she feels we should keep

all of the roads on the list and roads should be paved based on right of way acquisition. She is still up in the air about 100% approval because there are some stubborn people who won't do it even if it is going to help them out, so she doesn't feel that we should go with 100% right now. She thinks that as long as the voters know that this is the list of projects they will be good. This is an opportunity to get roads paved that have never had the opportunity to get paved, if we don't pass the TSPLOST they won't get paved. If we are going to do this, spend the money and get as many roads paved as possible.

Commissioner Johnson stated that she is looking to follow the priority list that we have here. She would like to have Trestle Road moved up because of the connectivity to the Heron Bay community, she feels that is important. She would like to go with the first 5 on the list and if possible include Trestle Road. She stated that she would like to keep the requirement for right of way at 90% which is the established percentage.

Chairman Miller stated he would like to see it raised to 100%, he doesn't feel it is fair to those on the road who have donated right of way and then you have people who are going to get paid for it. It is not putting pressure on the Commissioners, let the people in the neighborhood put pressure on those residents if they really want their road paved. He feels that the neighbors can be more influential than the Board could be. He is not in favor of condemning anybody's land. He is in favor of the 100% donated land.

Mr. Wilson summarized that consensus of the Board is:

- 100% right of way donation
- Go with the list, move in the order they appear on the list.

2. Conduct a Public Hearing regarding TSPLOST Projects and recommendations.

Motion/Second by Ray/Flowers-Taylor to open a public hearing. Motion carried unanimously by all.

Mr. Wilson advised that there are seven people who have signed up to speak:

Jim and Brenda Looney, 51 Apple Road, Locust Grove, GA – James Looney stated that when he purchased his property in 2000 he signed an easement at that time that was 50' from the center of the road. He was wondering why it had jumped to 80' and most everyone one he has ever been involved with has been 30-35' from the center of the road.

Another thing, you were talking about the school busses not coming down dead end roads, they do and a lot of them turn around at the end of Apple Road. When they turn into Sam Solomon, it is so sharp that they can hardly turn into that road. He has seen trucks delivering and they have had to back out of the road and turn around it is so tight. We are having a lot of problems on Amelia Road with traffic.

When there are traffic problems on I 75 people get on their GPS and they are routed down Amelia Road and they will go through there running 70 m.p.h. He stated that he has been out there for 17 years and there has been a lot of money spent on gravel and labor and if you go out there right now it looks like a war zone, with the holes in the road.

Mr. Wilson advised that he didn't know what deed he signed, but the County doesn't have any record of any right of ways acquired on that road. He further advised that the 80' would be 40' from the center line to each side of the roadway, not 80' on each side.

Bobby Peurifoy, 9175 S. McDonough Road, Griffin, GA – He stated that if the Board is wanting to get this TSPLOST passed then you need to make it abundantly clear that none of this money will be used to turn North McDonough Road into a truck route if you want to get the support of the folks out there. They still have a bitter taste in their mouth from when this Board voted to turn that road over to the State. In order to get their support you are going to need to make that abundantly clear.

Also, in the second district, we still have a one lane bridge on South Walkers Mill Road and that is totally ridiculous. I don't know if this money can be used for that bridge, to have it replaced. He was on the Transportation Committee years ago and brought this up and we still have a one lane bridge out there that school buses have to traverse. It is extremely dangerous. He asked the Board to go out that road and see how dangerous it really is.

Jordan & Stephanie Sewell, 123 Autumn Ridge Drive – Jordan Sewell stated that he is actually a school bus driver who works in transportation in Spalding County. He stated that he travels Amelia and Trestle constantly. Trestle is a horrible road and would be a good one to pave. The bridge is basically one-lane bridge, but it has sufficient sight lines to where traffic can see each other. The railings on that bridge if something were to happen on the bridge would not sustain an impact from a large vehicle, such as a bus, if someone tried to pass and it a bus.

Mr. Sewell stated that Mr. Peurifoy had made a good point regarding South Walker's Mill. It does not have good sight lines, it is in a curve and buses traverse it.

Mr. Sewell advised that there are constant problems on Amelia Road with people going extremely fast on the road with the curves and they will even run into ditches trying to avoid school buses. It's not just the dirt roads making for hazards, but the amount of dirt that the buses kick up onto the properties and the amount of wear and tear it takes on the buses as well.

Mr. Sewell stated that as far as turn arounds go, they have eliminated a lot of dead end roads, but if a student is located more than a quarter of a mile down a road and there is a sufficient turn around, we do still travel down dirt and/or paved roads, if they are dead ends, if there is more than a quarter mile distance to a student's house. If it is less than that distance they do come up the road and meet the bus.

Jim Castellaw, 1010 Amelia Road, Locust Grove – I have been a resident of Spalding County for 22 years. Back in March, during the hearings, I suggested in my testimony that we consider triple surfacing Apple and Sam Solomon and that was shot down because of some reason that he understood that the DOT wouldn't allow any further pavement if this type of paving was done. Yet this gentleman proposed in the TSPLOST program triple surface for Apple and Sam Solomon. We're talking about approximately \$150,000 and we could have had this done three months ago out of the original SPLOST funds.

If I were a Commissioner and had to make a decision about paving a road, the number one thing that I would consider would be safety. We have had three accidents on Amelia Road in the last 10 weeks. Every one of the cars flipped over and it is a miracle that somebody didn't get killed. He feels that this should be a consideration when establishing priorities for the list. You

could take Apple and Sam Solomon off the list completely and have room for more roads and pay \$150,000 and get it triple surfaced. He thanked the Board for their time.

Mr. Wilson stated that what Mr. Castellaw had proposed was paving in triple surface from ditch to ditch. What we are proposing is an 80' right of way and not just ditch to ditch. DOT will not resurface ditch to ditch. GDOT would resurface this roadway because it is an 80' right of way.

James Byron, 56 Apple Road, Locust Grove – Mr. Byron stated that he has a Locust Grove address, but he is located in Spalding County. He stated that he's not sure where the County is getting the pins ditch to ditch, because when he purchased his property there is a 50' right of way on the plat map and they actually had some posts in the front of the property he purchased that showed the new right of way which is almost 60'. He assumed the easement would match what the County showed on their plat map. He said that he couldn't find a pin in the ditch. He stated that when it comes to the 80' right of way, he wasn't in favor of the 80' however, according to the drawing it looks like it will only be about 10' more than I thought I would give up anyway.

Lloyd Martin, 37 Apple Road, Locust Grove – Mr. Martin asked if absolutely 100% beyond a shadow of a doubt that we need 80' and I ask that question because the people who have lived there 20+ years have become accustomed to give an take to maneuver these roads and he believes it would save the County a lot of money if they went with 60' right of ways which is common in a lot of the counties and everyone would be perfectly happy. He stated he didn't have a problem giving up the 40' from the center line but some people will so he is hoping this could be considered.

Ron Ponsel, 838 E. Maddox Road, Griffin, GA – Mr. Ponsel stated that he noticed in the paper that his road was listed as "8", but it is listed at 1.2 miles and of that 1.2 miles over 7/10th of the mile has already been paved, so there is less than ½ a mile remaining to be paved and if you continue paving that road as is, ditch to ditch, then you wouldn't have the problem of getting an 80' right of way. If you insist on having an 80' right of way there will be two residents that will have a problem because it will take most of our yards. The guy on the corner of E. Maddox and 6th Street, you would be in his bedroom. The cost to pave this road would not be nearly as costly as some of the other roads if you do it ditch to ditch.

Mr. Wilson stated that Mr. Ponsel is correct that the original paperwork shows over a mile, but the numbers that Paragon used to prepare the report were only .4 miles after Walter Jones paved his portion and they took that out when they calculated the numbers for east Maddox.

***Motion/Second by Ray/Hawbaker to close the public hearing.
Motion carried unanimously by all.***

Mr. Wilson stated that just to summarize, as far as the resurfacing, we are okay with bonding \$8 million for resurfacing the roads as highlighted on the pages provided. He is going to go ahead and start the paperwork to be finalized for the intergovernmental agreement. As far as the Orchard Hill Intersection Project for \$2 million we can add that in the agreement. The only thing left is dirt roads. There was a consensus that we move through the list as prepared, there was a consensus of 100% right of way donation and that as we move through the list, if we get the right of way we work on that road, if we don't we stop all work on that road wherever we are in the design and engineering, put that road to the side and move to the next.

Mr. Wilson advised that he is going to get with King and Spalding and list all

15 roads in the intergovernmental agreement and they will be called Phase I, Phase II and Phase III. The first being whatever \$13 million comes up to, that way they will all be listed in the intergovernmental agreement and we will have something included that if we do not obtain the right of way we move to the next.

Motion/Second by Hawbaker/Ray that Amelia Road be moved from its current location up to Phase I in the place of Parham Road B on the list and that Parham Road B be moved down to the current location of Amelia Road. Motion carried 4-1 (Miller).

Motion/Second by Hawbaker/Johnson to move Trestle Road into Phase II.

Mr. Wilson stated that now that we have a consensus on 100%, he can pretty much state that Brant Keller lives on Yarbrough Mill Road and he does not want that road paved. So he can pretty much guarantee that you will not get 100% on Yarbrough Mill should you chose to move it down. This is only one person, but he is adamant.

Without direction he would move Trestle Road right under Riveree.

Motion carried 3-2 (Miller/Ray).

Motion/Second by Hawbaker/Ray that the projects on the TSPLOST preliminary construction estimate page will be paved unless there is 100% resident donation of the necessary right of way. Motion carried unanimously by all.

Mr. Wilson stated that he would have the intergovernmental agreement drafted based on this meeting. It will be on the August 7th agenda for approval.

Commissioner Hawbaker inquired as to the resurfacing projects.

Motion/Second Flowers-Taylor/Hawbaker that N. Hill Street be listed as a LMIG Project to be designated after intersections #2 and #3 are complete. Motion carried 3-2 (Miller/Ray).

Motion/Second Ray/Flowers-Taylor to approve the TSPLOST preliminary resurfacing list as presented. Motion carried unanimously by all.

III. ADJOURNMENT

Motion/Second by Ray/Hawbaker to adjourn the meeting at 12:28 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 their Extraordinary Session at One Griffin, Center, W. Elmer George Municipal Hall on Monday, July 17, 2017, beginning at 6:00 p.m. with Chairman Bart Miller presiding. Commissioners Rita Johnson, Raymond Ray, Gwen Flowers-Taylor and Donald Hawbaker were present. Also present were County Manager, William P. Wilson Jr., Assistant County Manager, Eric Mosley, County Attorney, Stephanie Windham, 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 Gwen Flowers-Taylor.

IV. PRESENTATIONS/PROCLAMATIONS

V. PRESENTATIONS OF FINANCIAL STATEMENTS

1. Consider approval of financial statements for the twelve month period ended June 30, 2017.

Motion/Second by Ray/Flowers-Taylor to approve the financial statements for the twelve month period ended June 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.

Norma Giles, 302 Elizabeth Lane, Griffin, GA spoke on Animal Control Practices and Procedures and the need to improve the conditions at the Animal Shelter.

Bill Bryant, 282 N. Rover Road, Williamson, GA presented to the Board of Commissioners from the neighbors on North Rover Road a letter of renewal of their Anti Litem letter that was presented to the Board of Commissioners on May 25, 2017. He presented three originals and asked that one be returned to them for their files.

VII. MINUTES -

1. Consider approval of minutes for the Spalding County Board of Commissioners Special Called Meeting on June 19, 2017, the Spalding County Board of Commissioners Extraordinary Session on June 19, 2017, the Spalding County Board of Commissioners Special Called Meeting on June 21, 2017, the Board of Commissioners Special Called Meeting on June 22, 2017, the Spalding County Board of Commissioners Zoning Public Hearing on June 22, 2017 and the Spalding County Board of Commissioners Executive Session held on June 22, 2017.

Motion/Second by Ray/Flowers-Taylor to approve the minutes for the Spalding County Board of Commissioners Special Called Meeting on June 19, 2017, the Spalding County Board of Commissioners Extraordinary Session on June 19, 2017, the Spalding County Board of Commissioners Special Called Meeting on June 21, 2017, the Board of Commissioners Special

Called Meeting on June 22, 2017, the Spalding County Board of Commissioners Zoning Public Hearing on June 22, 2017 and the Spalding County Board of Commissioners Executive Session held on June 22, 2017. Motion carried unanimously by all.

VIII. CONSENT AGENDA-

1. Consider approval on second reading amendment to UDO #A-17-07: Article 5. AR-1 Agricultural and Residential - Section 503:A & B - amend uses of riding academies and other facilities which host equestrian events, and Article 6. AR-2 Rural Reserve - Section 603:A & B - amend use of equestrian farms, equestrian pastures, riding academies and other facilities which host equestrian events.

Mr. Wilson stated that the Board approved this amendment at their Extraordinary Hearing in June and recommend approval on second reading.

IN RE:

Text Amendment #A-17-04

AMENDMENT TO THE ZONING ORDINANCE OF SPALDING COUNTY

RESOLUTION AMENDING
THE ZONING ORDINANCE 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, the Board of Commissioners of Spalding County has determined that it is in the best interests of the citizens of Spalding County for certain text revisions and amendments to be made to the Zoning Ordinance of Spalding County;

WHEREAS, such text amendments to the Zoning Ordinance of Spalding County were reviewed by the Spalding County Planning Commission, and a hearing on the text amendments to the Zoning Ordinance of Spalding County was conducted by the Board of Commissioners of Spalding County, Georgia on the 22nd day of June, 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 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 shall be and is hereby amended as follows:

Section 1: The following provision of the Zoning Ordinance of Spalding County, Article 5 AR-1 Agricultural and Residential shall be deleted: Section 503(A)(11) and such provision shall appear as "Reserved."

Section 2: The following provision shall be added to the Zoning Ordinance of Spalding County, Article 5 AR-1 Agricultural and Residential to appear as Section 503(B)(17):

Section 503. Permitted Uses.

B. The following principal uses are permitted as special exceptions in AR-1 districts:

17. Riding academies and other facilities which host equestrian events, including but not limited to exhibitions or competitions where performers or competitors ride, rope, wrestle, or corral horses, cattle, swine, or other livestock or any other exhibitions or competitions involving livestock of any nature.

Section 3: The following provision of the Zoning Ordinance of Spalding County, Article 6 AR-2 Rural Reserve shall be deleted: Section 603(A)(6) and such provision shall appear as “Reserved.”

Section 4: The following provision shall be added to the Zoning Ordinance of Spalding County, Article 6 AR-2 Rural Reserve to appear as Section 603(B)(16):

Section 603. Permitted Uses.

B. The following principal uses are permitted as special exceptions in AR-2 districts:

16. Equestrian farms, equestrian pastures, riding academies and other facilities which host equestrian events, including but not limited to exhibitions or competitions where performers or competitors ride, rope, wrestle, or corral horses, cattle, swine, or other livestock or any other exhibitions or competitions involving livestock of any nature.

Section 5: The foregoing amendments to the Zoning Ordinance of Spalding County shall become effective immediately upon adoption of this resolution.

Section 6: All Ordinances or resolutions in conflict herewith shall be and are hereby, repealed.

Motion/Second by Ray/Johnson to approve on second reading amendment to UDO #A-17-07: Article 5. AR-1 Agricultural and Residential - Section 503:A & B - amend uses of riding academies and other facilities which host equestrian events, and Article 6. AR-2 Rural Reserve - Section 603:A & B - amend use of equestrian farms, equestrian pastures, riding academies and other facilities which host equestrian events.

Commissioner Flowers-Taylor ask if this change meant that people who live in AR1 and AR2 districts could no longer have horses by right.

Mr. Wilson stated that this is for equestrian events.

Commissioner Flowers-Taylor stated that this will not interfere with the residents in these areas that have a horse.

Mr. Wilson stated no. This amendment requires equestrian events, equestrian pastures, riding academies and others who host equestrian events. It requires a special exception in order to have these type of events.

Commissioner Flowers-Taylor then asked if residents who owned horses wanted to have a rodeo at their house if they would have to get a special exception for the event.

Mr. Wilson asked Chad Jacobs, Community Development Director, to respond.

Mr. Jacobs stated that this is a result of an issue that we have been faced with from time to time where rodeos “pop-up” around the County and surrounding neighborhoods have complained because of the number of cars, the lateness of the hours and the noise. These “pop-up” rodeos do not take

into consideration the individual homeowners in the area. These events will be looked at on a case by case basis and presented to the Board for approval.

Motion carried unanimously by all.

IX. OLD BUSINESS – None.

X. NEW BUSINESS-

1. Consider request for amplification permit from Humberto Colin to host a Sweet 16 Birthday Party on July 22nd, 2017 at 1650 North Walkers Mill Road, Griffin, Georgia from 3:00 p.m. to 9:00 p.m.

Mr. Wilson stated that the Sheriff's Office and Community Development have reviewed this request and recommend approval.

Motion/Second by Johnson/Flowers-Taylor to approve an amplification permits from Humberto Colin to host a Sweet 16 Birthday Party on July 22nd, 2017 at 1650 North Walkers Mill Road, Griffin, Georgia from 3:00 p.m. to 9:00 p.m. Motion carried unanimously by all.

2. Consider an alternate design for Life Tabernacle and Praise Church, Inc. to permit a temporary building to be used as a permanent structure.

Mr. Jacobs stated this is an issue that has been before the Board on a number of occasions. In 2007, the Board passed an ordinance putting some criteria on temporary structures to be used for commercial purposes specifically those that can be viewed from the right of way. If you want to vary from that there is an alternative review that gives the Applicant the authority to go through this process.

Life Tabernacle approached the Board back in 2010 in order to use a temporary structure on the property for a permanent basis. He stated that his predecessor recommended denial, but they were approved to utilize the structure on a temporary basis and given 5 years to give them time to raise funds to ultimately build a permanent facility by the Board of Commissioners.

In 2013, as the 5 year window was approaching, staff was approached by Life Tabernacle to come before the Board to allow the temporary building to be utilized on a permanent basis and to bring in an additional modular facility to be utilized for the same reason. Staff recommended denial on that request and the Board denied that request.

In 2014, we were approached again because we were coming up on the 2015 deadline for the same request, but for the one structure that is already on the property. Staff recommended against the request, but they were granted a 2 year extension by the Board of Commissioners. They are back before us again now, we are past due on the drop dead date asking essentially for the same requests as previous to allow for the temporary structure to be utilized on a permanent basis.

Mr. Jacobs stated that in his memo to the Board he is recommending this time to allow this structure to become a permanent structure. He further stated that he feels that staff has continued to make the right call regarding this structure on every occasion, but we are getting into a loop where we continue to extend it on a temporary basis and just purely for the sake of breaking the cycle, just go ahead and grant permanent status with the understanding that staff will continue to recommend against this type of structure unless we change the ordinance.

Commissioner Flowers-Taylor asked if the building that is to become a permanent structure meets all of the setbacks for zoning and other requirements.

Mr. Jacobs advised that it has been installed and inspected pursuant to modular standards. The building official did approve that and it has been underpinned and stucco and set up to be a permanent structure.

Bishop D.C. Watson, the church is located at 235 Bleachery Street, Griffin, GA. He resides at 6052 Hickory Drive, Forest Park, Georgia.

Commissioner Flowers-Taylor asked Bishop Watson what the brick building on the corner being used for.

Bishop Watson stated that the brick building was grandfathered in under special ordinance or variance in 1995 or 1997. We use this building for a sanctuary facility currently.

Commissioner Flowers-Taylor asked how the building they are asking to make a permanent structure being utilized.

Bishop Watson advised that the other building is utilized as an activities building, fellowship, educational activities, summer camps, after school programs. There is a computer laboratory in the building. We have handed out food boxes to the community. We do Toys for Tots. All of the activities we are not able to do in the sanctuary building we do in that building.

Commissioner Ray asked Mr. Jacobs how he would like to address the ordinance.

Mr. Jacobs stated that he has no problem going back and revisiting the ordinance, but we ran into significant issues which was the genesis for this ordinance. He doesn't have a problem revisiting it in light of the action today, it was put in place for a good reason, but we may need to review it to see if we can make it a little better.

Motion/Second by Flowers-Taylor/Johnson to approve an alternate design for Life Tabernacle and Praise Church, Inc. to permit a temporary building to be used as a permanent structure with the condition that all zoning requirements for this building and location are met by the applicant. Motion carried 4-1 (Ray).

Motion/Second by Ray/Flowers-Taylor that staff address this policy and bring a recommendation back to the Board on how to correct this issue. Motion carried unanimously by all.

3. Consider approval of Contract with the Office of the Public Defender for Indigent Defense Services in Spalding County, Georgia for FY 2018.

Mr. Wilson stated that this confirms with the State of Georgia and the Public Defender's Office that we did budget the amount in this contract for the Public Defender's Office for FY 2018. This solidifies it in writing so they can appropriate the State funding to go along with local funding. Recommend approval.

Motion/Second by Ray/Hawbaker to approve the Contract with the Office of the Public Defender for Indigent Defense Services in Spalding County, Georgia for FY 2018. Motion carried unanimously by all.

4. Consider approval of Memorandum of Understanding with Southern Crescent Technical College for welding program at the Spalding County Correctional Institution.

Mr. Wilson stated that there are representatives from the CI and from Southern Crescent here to answer any questions you may have. We

currently have a Memorandum of Understanding with Southern Crescent to provide GED services at the CI. This would be a new welding program. Welding is one of the top sought after positions in the U.S. right now. There is a shortage of welders and they want to put a facility at the correctional institution, adjacent to the gymnasium where Southern Crescent Technical College can teach welding as a skill to the inmates. Southern Crescent will provide the building, provide all of the equipment and the teachers. The only thing the County has to provide is utilities to the building, the building will be on County property and we have addressed some liability issues that the attorneys had.

Commissioner Johnson stated that this is in line with the College and Career Academy.

Mr. Wilson stated that Welding is one of the major items being taught in the College and Career Academy but this is part of the educational program that was presented by the Warden last year. We were granted \$50,000 because we were able to have so many inmates obtain their GED during their time at our correctional institution, before they were released.

This will expand the program to provide not only a GED, but a skill or a trade so that they will be ready for the outside world and it is a good trade with a great salary.

Mr. Mosley stated that Carroll County has had this program for two years and it has been a very successful program. This is utilizing money through the governor's educational incentive program (EIP) and we are excited to be able to offer these inmates some true skills they can utilize once they leave our facility and they can make a difference in their community once released.

Mark Andrews, Southern Crescent Technical College, 105 Everest Drive, Thomaston, GA. Southern Crescent Technical College has had a GED Program at the Spalding Correctional Institution since 2001 and it has been pretty successful. From 2001 to 2007 we have served 671 inmates, of which 545 have completed a GED, the percentage overall is approximately 44% for that time period.

Through this program he has met and gotten to know Warden Humphrey, Beth Griffin, Eric Mosley and Happy Johnson. The welding program is already being done in the Carrol Correctional Facility through West Georgia Technical College. We are trying to replicate what they are doing there and it seems to be successful in Carrol County.

The program includes training in three types of welding. There is 50 hours of training for each type of welding making the program a total of 150 hours. The Warden feels that Fridays are the best days to have the classes, it will be about a 5 hour class each Friday. It will be 30 Fridays at the correctional facility. SCTC will send a certified welding instructor to the facility to teach. The first classes will be safety classes and will be in the classroom inside the correctional facility. Once we get into the actual welding, we will have our equipment on a trailer outside the gym and that is where we will do the actual welding. At the end of the 150 hours of training the inmates will have the opportunity to be certified by taking a test through the American Welding Society. Someone will come to the CI to test their actual practical application in welding.

Mr. Andrews stated that this is a win, win for both the inmates, the correctional facility and Southern Crescent Technical College to expand our reach with the inmates and give them more opportunities.



MEMORANDUM OF UNDERSTANDING (MOU)

The purpose of this agreement is to facilitate the provisions between the Division of Economic Development of Southern Crescent Technical College (SCTC) and the partners at Spalding County Correctional Institute (SCCI), who are requesting instruction in welding skills. The Basic Shielded ARC training at CCCI is a voluntary program. Using the existing welding training facilities located within the CCCI facility. Upon successful completion of this program SCTC will instruct inmates in the knowledge and skills needed to take the AWS Weld Test Certification in Shielded Metal Arc and Flux-Cored Metal Arc Welding. This MOU will define the expectations of all parties involved in collaborating to facilitate credit instruction at the Spalding County Correctional Institute.

Southern Crescent Technical College Division of Economic Development Agrees to the following:

- 1. Provide a Certified Welder Instructor (CWI) to deliver instruction to inmates at the Spalding County Correctional Institute (SCCI), 295 Justice Blvd.Griffin, GA 30224, at the request of SCCI personnel.
- 2. Provide a mobile facility in order to perform the actual welding along with the material needed to do so.
- 3. Provide valuable welding skills for inmates at the Spalding County Correctional Institute that will allow them to gain meaningful employment upon release and will also provide a new pipeline of highly skilled professionals for the welding industry. The program includes Introduction to Welding, Basic and Advanced Shielded Metal Arc Welding and Gas Metal Arc Welding. Students completing the program will be eligible for the AWS Weld Test Certification in Shielded Metal Arc and Flux-Cored Metal Arc Welding. (see details below)

<p><u>Basic Shielded Metal Arc Welding - (50 HRS)</u></p> <p><u>SECTION 1 – BASIC SAFETY</u></p> <p>Includes Personal Protection Equipment (PPE) overview, the use of hand tools, power tools, oxyfuel safety and welding safety.</p> <p><u>SECTION 2 – WELDING MATH AND BASIC MEASUREMENT</u></p> <p>Includes basic and construction math, reading a ruler and understanding plumb and level.</p> <p><u>SECTION 3 – INTRODUCTION TO WELDING</u></p> <p>Includes an introductory study of welding safety, metal preparation, weld quality, SMAW – Equipment and Set-Up, electrodes, beads & fillet welds, joint fit-up and alignment, grooves with backing and grooves – open butt.</p> <p><u>Advanced Shielded Metal Arc Welding - (50 HRS)</u></p> <p><u>SECTION 4 – HORIZONTAL POSITION - SMAW</u></p> <p>Welding of the 5 Engineered Joints: (Tee’s, Corner, Lap, Edge, and Butt Joints) in the Horizontal – Position Welding and completion of the Vee-Groove for the Bend test in the Horizontal – Position</p> <p><u>SECTION 5 – VERTICAL POSITION - SMAW</u></p> <p>Welding of the 5 Engineered Joints: (Tee’s, Corner, Lap, Edge, and Butt Joints) in the Vertical – Position Welding and completion of the Vee-Groove for the Bend test in the Vertical - Position</p> <p><u>SECTION 6 – OVERHEAD POSITION - SMAW</u></p> <p>Welding of the 5 Engineered Joints: (Tee’s, Corner, Lap, Edge, and Butt Joints) in the Overhead – Position</p>

Welding and completion of the Vee-Groove for the Bend test in the Overhead – Position

Gas Metal Arc Welding - (50 HRS)

SECTION 7 – GMAW/FCAW – ALL POSITIONS

Welding of the 5 Engineered Joints: (Tee's, Corner, Lap, Edge, and Butt Joints) in **1F, 2F, 3F and 4F** Positions
Welding and completion of the Vee-Groove for the Bend test in **1G, 2G, 3G and 4G** Position

Spalding County Correctional Institute Agrees to:

1. Provide equal access for all students in accordance with federal and state laws.
2. Screen inmates to ensure that all selected program participants meet the required eligibility criteria as follows:
 - a. Sentenced to the SCCI for the length of time needed to complete the program (150 Hours)
 - b. No pending criminal charges
 - c. No detainers
 - d. No conviction that may prevent them from taking and/or receiving licensure after program completion: According to the Official Code of Georgia and Southern Crescent Technical College, a person may be denied the opportunity to take the licensing examination and/or may be denied a license if the person has been convicted of a felony or any crime violating federal or state controlled substance laws or other grounds as specified by law. (See *GA Code § 43-1-19* and the *GA Handbook on Criminal Evidence* for specific list of felonies applicable to this requirement. Denial of licensure is not automatic; the Board reviews each incident individually to make a determination.)
3. Assign one correctional coordinator, who will be responsible for overall program administration, schedule coordination, and review of programmatic inquiries and/or concerns.
4. Provide a comfortable, well-lit, clean, and adequately equipped facility for the classroom program delivery.
5. Provide a secure location for course materials and student files.
6. Provide reasonable security for the SCTC faculty.
7. Ensure that the number of enrolled students will be no less than six (6) and no greater than ten (10).
8. Provide a place to put a Welding Trailer and provide electrical hookup.

Both Parties Agree to the following:

1. Coordinate efforts to provide inmates with positive learning experiences to support their success.
2. Conduct a meeting to review the program if the need arises during any time that the MOU is in effect.
3. Terms of MOU remain in effect until June 30, 2018, at which time the agreement will be reviewed to determine continuation for the following year.

Conditions of Termination of Service:

If any of the conditions below are determined, the Basic Shielded ARC training program will be terminated and/or temporarily suspended.

1. Vacancy in welding faculty position.
2. Changes in the fee requirements that necessitate the revision of this MOU.

Southern Crescent Technical College:

Dr. Alvetta Thomas, President

Signature: _____ Date: _____

Spalding County Correctional Institute:

Signature: _____ Date: _____

Motion/Second by Ray/Flowers-Taylor to enter into a Memorandum of Understanding with Southern Crescent Technical College for welding program at the Spalding County Correctional Institution.

Commissioner Flowers-Taylor asked if the individual who would be doing the training would be Post Certified to be overseeing inmates.

Mr. Andrews stated there would be a guard on duty.

Beth Griffin, Deputy Warden of the Spalding County CI, stated that there would be a Post Certified correctional officer in the room with them and each of the welding instructors will be required to take the 20 hour training to be able to supervise at least a minimum security inmate.

Commissioner Flowers-Taylor then asked what determines who is allowed to get into the class.

Ms. Griffin stated that they have a rigorous application process. The inmates have to have a certain amount of time left on their sentence, they must have no DR history, they must already have a high school diploma or a GED and we must have proof of that.

Mr. Andrews stated that the estimated time on the inmate's sentence should be not much more than 12 months to be able to finish the program and get placed.

Commissioner Flowers-Taylor then stated that they are allowing participants into the program who can then transition with a skill.

Mr. Andrews and Ms. Griffin confirmed that is the purpose of the program.

Commissioner Flowers-Taylor then asked who would pay for the certification test.

Mr. Andrews stated that they have WIOA (Workforce Investments Opportunities Act) Funding that is paying for the entire program as well as the certification test. This funding has already been approved.

Motion carried unanimously by all.

5. Consider appointment to the Spalding County Water & Sewerage Facilities Authority to fill the unexpired term of Doug Krepps for a term ending December 31, 2021.

Mr. Wilson stated that we have one name in the book, Mr. Eric Pitts, 1225

Manley Road, Griffin, Georgia. He is a former GDOT engineer and his resume was sent to the Board for review prior to the meeting.

Motion/Second by Flowers-Taylor/Ray to appoint Eric Pitts to the Spalding County Water & Sewerage Facilities Authority to fill the unexpired term of Doug Krepps for a term ending December 31, 2021. Motion carried unanimously by all.

6. Consider a Memorandum of Understanding with the City of Griffin to house pre-trial detainees and convicted prisoners at the Spalding County Detention Facility.

Mr. Wilson stated that earlier this year Sheriff Dix came to us and asked that we do a six month agreement with the City of Griffin for this purpose. It has been very successful at the Sheriff's Department and they are now recommending an MOU for two years at \$40 per day, the estimated annual revenue is \$180,000. This program has been a good arrangement for the County and for the City.

**STATE OF GEORGIA
COUNTY OF SPALDING**

City of Griffin Inmate Reimbursement Memorandum of Understanding

THIS Memorandum of Understanding made and entered this 17th day of July, 2017 by and between Spalding County, a political subdivision of the State of Georgia (hereinafter "County"), and the City of Griffin, a municipal corporation organized under the laws of the State of Georgia (hereinafter "City"), provides as follows:

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

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

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

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

NOW, THEREFORE, BE IT AGREED BY THE PARTIES:

1.

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

2.

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

the benefits and services hereafter described.

- a. The Sheriff shall accept for housing at Spalding County Detention Facility (hereinafter "Jail") all medically acceptable, as determined in the sole discretion of the Sheriff or his designee, pre-trial City detainees and convicted City prisoners as presented to the Sheriff by the Griffin Police Department at said jail in Griffin, Spalding County, Georgia, and shall provide these persons with such services and facilities as substantially similar to those services and facilities provided other State, county or municipal detainees and inmates housed therein. The parties acknowledge that the actual number of detainees and prisoners provided by the City shall, from time to time, vary, and bed space shall be available at all times during the term of this Memorandum of Understanding. Locations of actual bed space may vary between pre-trial detainees and convicted prisoners, and by sex of inmate, with the Sheriff having sole discretion governing cell assignments. The County shall not be required to accept more than forty (40) City inmates at any one time.
- b. The City of Griffin shall pay Forty dollars per day (\$40.00), per inmate incarcerated by the Griffin Police Department. Said payment shall constitute full and complete payment for the feeding and housing of inmates and no additional payment or per diem charge shall be imposed, except as specified in this Memorandum of Understanding. Payment shall be within 30 days of invoice.
- c. The City shall be responsible for the payment of necessary outside medical care costs for City inmates. If the City inmate requires scheduled or non-emergency outside medical care which costs more than \$100.00, the Sheriff or his designee will contact the City so that the City may decide what action to take. Notwithstanding the foregoing, if the Jail reasonably believes that said inmate requires emergency medical care, it shall not be required to inform the City before obtaining such care. There will be no charge other than the \$40.00 daily fee for inmates who receive in-house medical care and prescriptions.
- d. In connection with the services to be provided, the Sheriff or his personnel shall at minimum, book the inmate into the Jail Management System, conduct an inmate personal inventory, and produce all other reports presently used at Spalding County Detention Facility for all City pre-trial detainees and prisoners. The Griffin Police Department shall supply to the Sheriff or his personnel at the time of presentation of a detainee or prisoner, all required paperwork, including but not limited to legal documentation of the City's authority to arrest, detain or incarcerate a prisoner, and any available medical insurance coverage. The Sheriff shall furnish weekly to the Chief of Police, or his designee, a copy of any written or printed arrest/booking reports and a monthly summary of jail activity involving City detainees and prisoners.
- e. The City, through its Police Department and Clerk of Municipal Court, shall remain solely responsible for scheduling a first appearance, committal or probable-cause hearings for pre-trial detainees in a timely manner. Transportation of detainees and prisoners to normal court hearings, conducted for all city inmates once weekly shall be the sole responsibility of the Sheriff, at no cost to the City.
- f. The Sheriff and his personnel shall exercise due care and diligence to provide for the physical care and well-being of all City detainees and prisoners in custody, in accordance with the minimum standards promulgated by Georgia Law and Statutes. The Sheriff shall make available to detainees and prisoners' access to emergency medical care on the same basis as provided other inmates of the facility, including necessary transportation as required. The City shall be responsible for the payment of necessary outside medical care costs (as referenced in provision 2(c) above) for said inmate.
- g. The Sheriff and/or his designee will have the right to release any City inmate that would cause an unreasonable medical expense, or to manage the Jail population. If possible, prior to release, the Police Chief will be notified of the pending release, and the reason for the release.

The term of this Memorandum of Understanding shall commence on August 1, 2017 and continue for a period of two (2) years, ending July 31, 2019. Said Memorandum of Understanding will thereafter be automatically renewed for up to four (4) successive one (1) year terms. The Memorandum of Understanding may be terminated by either party after the initial term by written notice at least ninety (90) days prior to the end of the current term.

In the event of jail over-crowding or a prisoner lawsuit involving the operation of the jail, the Sheriff and County shall be solely responsible for legal defense of such claim and hold the City harmless from any additional costs or expenses of temporarily housing detainees and prisoners at another facility if warranted by such action.

4.

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

5.

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

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

SPALDING COUNTY

By: _____ July 17, 2017
Bart Miller, Chairman Date

Attest: _____ July 17, 2017
William P. Wilson, Jr., County Manager Date

Approved by: _____
Darrell Dix, Sheriff, Spalding County Date

CITY OF GRIFFIN

By: _____
Date

Attest: _____
Date

Approved by: _____
William G. Johnston, III, Judge
Municipal Court of the City of Griffin Date

Motion/Second by Hawbaker/Flowers-Taylor to approve a Memorandum of Understanding with the City of Griffin to house pre-trail detainees and convicted prisoners at the Spalding County Detention Facility. Motion carried unanimously by all.

7. Consider purchase of Airport Road Park property from the Airport Authority at revised appraised value.

Mr. Wilson stated that we signed an agreement with the City of Griffin and the Airport Authority to lease purchase Airport Road Park and the Sheriff's Hanger property at the existing airport. FAA will not release the Sheriff's Hanger or the adjacent property so we will not be able to purchase that until after the airport is closed as it is considered required airport property. FAA did consent to releasing the Airport Road Park property. The County paid for an appraisal, the Airport Authority hired an FAA approved appraiser and last year that value came in at \$427,000.

After an extensive review of the appraisal, staff found that it did not have any mention of the flume from what used to be Rental Uniform Service under the Airport Road Property. This flume is not a danger to anyone, but it does affect the salability of the property, so we asked that the appraiser reevaluate the property given the facts that they didn't have at the time regarding the contamination of the property. They have since come back with a second appraisal for \$327,000.

Staff asks that the Tax Assessor take a look at the second appraisal, the Chief Tax Appraiser did review the appraisal and came up with an established value of \$174,000 which is below the value of the reappraisal. This afternoon we received correspondence from the Chairman of the Airport Authority and DOT has some questions regarding the second appraisal as well.

Staff would recommend that the County Commissioners do one of two things:

- Negotiate with the Airport Authority for a value between the second appraisal and the value determined by the Chief Tax Appraiser.
- Go for a totally independent appraisal, paid for by the County, from another FAA approved appraiser.

DOT does have questions regarding the reappraisal, so he is recommending that this matter be tabled and in the meantime he can get a cost for a third appraisal to present at a later time. Or you can table to see what DOT says as well.

Chairman Flowers-Taylor stated that she feels that \$300,000 is too much to pay for a piece of property where all of the improvements to that property belong to Spalding County.

Stephanie Windham, Spalding County Attorney, stated that the appraisal actually states that it does not include any of the improvements because those do belong to the County. But it also talks about the highest and best use of that property, which in this appraisers mind is industrial, so the comps are all industrial properties.

Commissioner Flowers-Taylor stated that an industry could not come and build on that property because of the contamination.

Ms. Windham stated that she was absolutely right, the drop in value was because of the contamination. She stated that she didn't find anything that actually talked about remediation of that contamination in order to make the property at its highest and best use.

Commissioner Flowers-Taylor then stated that if we walked away from the

park tomorrow, it would still be a park. The Airport Authority wouldn't be able to sell that property to anyone else. The only reason it has a price now is because we have already put so much money in it. I just feel like we are being held hostage because we have so much invested in that piece of property, that we are going to have to take it no matter what. She stated that she would agree to let Mr. Wilson see if we can get another appraisal. I just can't see us paying that kind of money for the property. If we don't buy it, no one will be able to come and put any type of industry on it, it will be years before that property can be built on, so it is absolutely of no value to them.

Mr. Wilson stated that this is part of a hazardous site and it is covered by a hazardous site trust fund and Rental Uniform Service or their parent company is responsible for the cost of the testing and they are now talking about placing additional monitoring wells to make sure the plume is still stationary and not migrating across the property. We do not have to pay anything for that, the Airport Authority does not have to pay anything for that, it is a hazardous waste site and the responsibility is on the parties who contaminated the property to begin with which is Rental Uniform Service and their successors.

Commissioner Hawbaker then asked why the FAA is not allowing us to purchase the Sheriff's hanger and the property adjacent to the hanger.

Mr. Wilson stated that it is in the flight pattern and is considered an integral part of the airport because it is located at the end of the runway and it may be in the runway protection zone.

Commissioner Ray then asked if the rental payment that the County is making each year, does that come off of the total price of the property.

Mr. Wilson stated that that does not come off of the total price of the property. We pay approximately \$9,000 per month to the Airport Authority under an agreement for rental of this property. In order to get the Airport Authority's attention and to get the second appraisal done, staff has not paid for 11 months. We are going to have to pay that and the longer this goes on we are going to have to continue to pay monthly rent on the property. The actual amount paid in rent does not reduce the purchase price, but the rent does stop the minute we purchase the property. Technically, under the agreement, we must pay the rent for the Sheriff's Hanger and the rent for Airport Road Park until we purchase them.

Commissioner Miller asked how much the rent is for the Sheriff's Hanger.

Mr. Wilson stated that it is considerably less, he believes it is about \$40,000 a year.

Motion/Second by Flowers-Taylor/Johnson to table the purchase of Airport Road Park property from the Airport Authority until such time as staff can obtain a third appraisal on the property from an FAA approved appraiser. Motion carried unanimously by all.

8. Consider approval of the 2018 LMIG request for resurfacing approximately 12 miles of roadway.

Mr. Wilson stated that at the TSPLOST meeting the Board reviewed a list of roads for resurfacing in 2018. All of these are roads that were resurfaced

partially in 2017, this will finish them up in 2018. A total of 12.22 miles, roughly \$1.3 million. This will go into the State as our recommendation. They are giving us approximately \$700,000 and we have to apply our 30% required match to that. Staff recommends approval.

Motion/Second by Ray/Hawbaker to approve the 2018 LMIG request for resurfacing approximately 12.22 miles of roadway. Motion carried unanimously by all.

9. 2016 SPLOST Projects Update:

Mr. Wilson stated that we have done a lot of things since the SPLOST was approved. Some of them will be repetitive, but some of them will not.

- Long Term Debt for Fire Station, Fire trucks, Correctional Institute and Memorial Drive Plaza - paid off March 1, 2016
- Senior Nutrition Capital expenditures reimbursed to General Fund – June 2016
- Fire Department Wildland Response Unit (Brush Truck) - in operation April 2016
- Fire Department Pumper/Tanker - delivered October 2016, placed in service Nov. 2016
- Fire Department Extraction tools purchased and in service Nov. 2016
- Soccer Lights - completed August 2016
- E911 Phone system - in operation April 2016
- Judicial Computers/Software Upgrades - went live - Oct 24, 2016
- Heritage Park Projects - Asbestos abatement completed Aug 2016, lead paint abatement ongoing
- Fairmont Gym HVAC - awarded contract June 2017
- Fairmont sidewalks under construction, perimeter fence completed, volleyball under construction
- Pickleball Facility - under construction to be completed August 2017
- 800 MHz Tower Relocation - completed December 2016
- CAD/Sunguard - live at 911 Center October 2016, software installed on COG computer system Nov 2016, Mobile Data units purchased and to be deployed 3rd quarter 2017
- Orchard Hill improvements 75% complete
- Sunny Side improvements 95% complete
- Fiber Optics - fiber ran to Annex, Courthouse, 911 Center & Justice Blvd and is live and being tested
- Resurfaced 15 miles with LMIG paving
- Hill Street over Cabin Creek Culvert - Under construction
- Gang Unit Equipment - cars & equipment ordered to be in service 4th quarter of 2017

Mr. Wilson advised that Commissioner Flowers-Taylor sent a request asking why the Gang Unit Equipment had been ordered because we had been saying all along that we would do this when we got employees for the unit. The new Sheriff has transferred people from different divisions and he asked Chief Deputy Tony

Thomason to come up and tell the Board about changes at the Sheriff's Department.

Mr. Wilson further advised that the Sheriff has moved this Gang Enforcement Unit ahead because it is needed in the community and he has staffed it by reallocating existing resources from other division. That is why the equipment has been ordered because Gang Enforcement was a high priority not only for the Sheriff, but for the Board as well.

Commissioner Flowers-Taylor then asked where the 5 people were going to come from.

Chief Deputy Tony Thomason stated that these individuals will come from different divisions within the Sheriff's Office. Currently, we have three assigned, two of those came from Uniform Patrol and one came from CID (Criminal Investigative Division).

Commissioner Flowers-Taylor if the people who were on the Gang Task Force in the Gang Enforcement Unit now? When this information was presented to the Board there were two officers who came with Sheriff and told us they were the ones involved on a part time basis within the Sheriff's Department.

Chief Deputy Thomason stated that Tony Little is one of the full time staff persons in the Enforcement Unit. We are partnering with the City, they have five folks assigned to their unit. We are doing a cooperative with them, we are going to share software, Formulitics is a gang software, so we are trying to share and save money for the County. They are offering us licensing to utilize that software. We are offering the City space in our building for their unit to work out of. Their officers are partnering with us at the facility at the airport and that creates a force multiplier. Currently, we have 3 full time staff at that location and the Sheriff has deputized the police officers from the City of Griffin, so those police officers complement our three and so instead of having three we can operate with eight to nine officers so that helps us to go out in force and be more effective.

Commissioner Flowers-Taylor stated that this was not a bonded issue and there are certain things on the SPLOST list that are being ordered and paid for before we have finished the rest of the bonded projects. She asked in the email, who decides what projects get done and when they get done, because this came to us as last minute addition and the way it was added was it would probably come at the end of the SPLOST because man power would be required to do this. So you are telling me you are going to take five people who have "supposedly" been essential to your operation, move them to the task force and then you have to hire five more people to replace them.

Chief Deputy Thomason stated that they feel all of the personnel at the Sheriff's Office are essential, but again, we are prioritizing and the priority of addressing this issue in the community is worth our making the road to this objective a little shorter. We've hired a fantastic number of folks and just last week we hired three to patrol and his goal is that as they get trained he is going to take more out. CID is short, we pulled from there as well. We are asking everybody to work harder than they normally do. CID is down by two currently, the narcotics unit is down by two agents, CAGE is working at approximately half power, Uniform Patrol is currently carrying about five vacancies and Detention, a tough place, is currently carrying about ten vacancies there. Everybody at the Sheriff's Office is working more than just their job.

Commissioner Flowers-Taylor stated that what she is trying to say is that this Board said that the Sheriff's Office would have to have five more employees in order to be able to engage this task force and keep yourself at status quo. She stated that she isn't upset about the reallocation of resources, she is upset about the decision to go ahead and spend the money out of the SPLOST to fund this project, which came in at the last minute, and other projects; specifically, Heritage Park, Fairmont, Pickleball is not finished and I don't know how many things on this list were not bonded.

She stated that the other projects there were pay as you go are not being done, so

what she is seeing on the paper is that, William has determined what he thinks is important and then everybody else's project will be at the end of the SPLOST when all the money gets collected. What I'm saying is in all practicality is that your stuff should not have been ordered, it should not have been ordered and she feels like the decision should have come to this board so that we could have an opinion about it. So you would have known, before I had to say this in public, that somebody is not good with the way some projects are being funded and other projects are being put on hold.

10. Establish dates for future TSPLOST Public Information Meetings.

Mr. Wilson stated that we had a TSPLOST Public Hearing today, I have put three dates for some TSPLOST Public Information meetings: September 11, September 25 and October 23. These are all Mondays and they are all off meeting weeks for the County Commissioners. I scheduled these in September and October because our Meeting Room will not be finished until that time.

Mr. Wilson stated that he assumes the Board will appoint a TSPLOST committee so there will be that committee out in the community providing information as well. Today the Board decided what projects would be on the TSPLOST, these are public information and public comment meetings to provide information on the TSPLOST.

Mr. Wilson advised that Commissioner Hawbaker requested that the Board of Commissioners conduct some additional meetings.

Commissioner Hawbaker stated that what he was really asking for was the opportunity for the public present their ideas like was done during the 2015 SPLOST to add projects to the project lists. Given the transportation needs in this community, maybe this is a different type of process.

Mr. Wilson stated that when we do a SPLOST traditionally we have allowed departments to come in and citizens to come in and submit all types of requests because it is not limited to only transportation, this TSPLOST is limited strictly to transportation and that is the difference.

Commissioner Hawbaker stated that the primary purpose behind his request was to let the public have some participation and involvement. In his experience where there is no participation, where there is no involvement and no commitment, then it's a potential recipe for failure. People feel like these things were sort of jammed down their throats, selected without the opportunity for input from the public and it is sort of take it or leave it and they decide since their project isn't on there then they vote no. I'm still in favor of having these public information sessions and I do think we should have a committee like existed for the 2015 SPLOST to have a many meetings as they can all around the County and have an opportunity for people to attend. The three meetings you have suggested are fine with him. He stated that he hopes that people will be interested enough to show up and attend and he also hopes that we have a campaign disseminating factual information to the public so that they know exactly what a "yes" vote will mean to themselves and their families.

Commissioner Johnson asked if this would be something that we would want to share with the City. She suggested instead of having them here, maybe we would want to have them at other locations throughout the County.

Commissioner Flowers-Taylor asked if it would be better to have a TSPLOST committee because we walk a thin line when we're giving information out and where we are saying that we need you support it. So as commissioners, I think we can be supportive of the TSPLOST committee and while I think having the public meetings are going to be good because when we do have something public, people do show up, that we should have the committee to coordinate and tell us the dates will work for them because we do not want to conflict with any dates that they may plan. We simply need to be supportive of the committee. A committee gives the opportunity to share, but the burden is not on the Board to

plan it. She feels the main thing is to get a committee as soon as possible.

Commissioner Hawbaker agreed, let's just get the committee up and running.

Mr. Wilson asked if they would like for an agenda item to be placed on the next agenda to appoint a committee.

Commissioner Flowers-Taylor asked that the dates suggested by Mr. Wilson be held open so the committee would know that those dates are being held by the Board for Public Meetings.

Mr. Wilson stated that we would reserve locations. He further stated that he would ask the City of Griffin for names of individuals they would like to see appointed to a TSPLOST committee so that the Board can effectively ask those folks between now and then and confirm their appointment at the August 7th meeting.

Commissioner Hawbaker stated that at the intergovernmental retreat in February it was decided that Daa'ood Amin would chair a TSPLOST committee if that were to happen. He has been called upon to do quite a bit, but if he is inclined to put the effort in for the TSPLOST that would be wonderful.

Mr. Wilson stated that was the consensus of the group at the joint retreat.

Commissioner Flowers-Taylor stated that we need to check with him and verify his availability for a commitment and let them put together a committee. I don't want to wait several weeks and say here's the names you guys need to get busy.

Commissioner Hawbaker stated he would try to contact Mr. Amin today. He then stated that there was nothing that a committee could do until the project list was established.

Mr. Wilson advised that the project list was finalized this morning and would be put into an IGA to be completed before August 11.

Commissioner Flowers-Taylor stated that she did not hear anything about sidewalks mentioned at the meeting this morning regarding projects. We talked about all forms of transportation and we had talked about sidewalks and the last she had heard was "we are going to get back with you with some numbers" and I haven't heard anything else. She stated that she had talked about sidewalks from the roundabout up to McIntosh. She stated that she wasn't sure if anything was included in the TSPLOST for that project.

Mr. Wilson stated that the only projects that the Board has agreed to are the Orchard Hill Project, \$8 million in financing this morning for resurfacing of 78 miles, you approved the 15 projects, Phase I, Phase II and Phase III, for dirt roads in the reprioritized order agreed to with 100% right of way and the final thing from the 21st meeting that you mentioned at the end of the meeting was \$500,000 to put toward the design and engineering of the Bypass from 19 over to Moreland for development purposes. Those are the only projects which total to the allotment agreed to by the City and the County. He added that if we add anything else, we are going to have to take monies from one of these projects.

Commissioner Flowers-Taylor stated that she doesn't have a problem with the projects outlined by Mr. Wilson, what she does have a problem with is people who for the last 40 years have been walking up and down Hill Street in the road. We've got a road project, we are going to put two pieces of it together and we don't have any way to connect it except for people walking in the road.

Mr. Wilson stated that he does have the costs, but he doesn't have them with him tonight. He stated that he believes the costs were approximately \$400,000 to put sidewalks from Intersection #2 and Intersection #3 on North Hill Street.

Commissioner Ray stated that at the end of the meeting we had talked about paving that corridor once the projects were complete.

Mr. Wilson stated that we talked about paving only be installed at the time the intersections are complete, but we have not discussed sidewalks after completion. He stated that sidewalks would be installed during the projects and they will be ran to the construction limits at each of each project.

Commissioner Flowers-Taylor stated that we need to look at providing sidewalks from where they stop or put sidewalks on the other side of the street because that was the whole purpose of slowing traffic down and allowing for people to be able to move, making it safer, but we are still going to let tons of people walk on the road.

Mr. Wilson asked what the Board would like to cut.

Commissioner Johnson stated that she was the advocate for the design and engineering study of the Moreland Road Connector and she is willing to make that change if the remainder of the Board is agreeable. Sidewalks are important, but the engineering for this development is also important.

Mr. Wilson stated that he has the numbers for that location and those numbers are \$400,000+.

Commissioner Flowers-Taylor stated that the sidewalks are going to be a big issue in her district and the reason the people in her area voted for the SPLOST was to make sure the projects would be done. They were given an idea that this is what it's going to be: here's your roundabout and here's your other intersection and you can just walk in the road between the two. She stated that she didn't feel the engineering study is not the project to cut.

Commissioner Ray stated he would rather cut that project than to cut back on the resurfacing.

Mr. Wilson asked that the Board amend the agenda to add TSPLOST discussion because technically that is what we have been doing and then a motion to delete the Tri-County Crossroads developmental design and engineering.

Motion/Second by Hawbaker/Ray to amend the agenda to add a discussion regarding TSPLOST. Motion carried unanimously by all.

Motion/Second by Ray/Johnson to remove the Tri-County Crossroad development project planning from the TSPLOST list in the amount of \$500,000 to provide for potential sidewalks on Hill Street. Motion carried 4-1 (Miller).

11. Commissioner Flowers-Taylor would like to discuss establishing a work group to meet with staff to discuss possible changes in the Personnel Ordinance.

Commissioner Flowers-Taylor asked for the workshop because she feels there are some issues regarding women's rights and what she terms as sexual harassment that are not just redundant, but they are "word salad" they don't mean anything, they don't hold any weight. In the last conversation, when we were talking with the Personnel Director, and Commissioner Flowers-Taylor still doesn't understand how conduct unbecoming a county employee is different from sexual harassment. It is the same thing, but it's not, but to me the biggest issue is that we do not have a policy for zero tolerance for any type of discrimination, racial discrimination, sexual discrimination, harassment, sexual harassment of any sort and so she thinks that needs to be "cleaned up" and the evidence of that was discussed in our last meeting.

Commissioner Flowers-Taylor then stated that the other thing that she realized was that when there is an offense committed, the reference to the offense is never actually reflected in the personnel record as to what that person did, only that that they had conduct unbecoming a county employee. It is recorded as generic, the actual conduct is not recorded. So if you are the next supervisor and you come behind them and this person does the same thing again, you don't have anything to tell you that this is a recurring problem. That is what needs to be clarified. We are really behind the rest of the world when we don't have a zero tolerance for sexual, racial or gender harassment in our personnel ordinance.

Mr. Wilson asked how she would like this structured.

Commissioner Ray stated that if we are going to do this it needs to be a Commissioner work session.

Commissioner Flowers-Taylor asked that Mr. Wilson talk with the Personnel Director and have her pull together material for a work session.

Mr. Wilson stated that he would get with the Personnel Director and John Lowery and pull some information together and schedule a work session. He stated that he would try to set it up on a Monday, a regular commission meeting day at 9:00 a.m. and we will set it up within the next 60 days.

XI. REPORT OF COUNTY MANAGER

- Thanked the City of Griffin, Kenny Smith and Teresa Watson for allowing us to utilize the City's meeting room while the Spalding County Meeting Room is being renovated.

XII. REPORT OF COMMISSIONERS

Commissioner Donald Hawbaker –

- Stated that the first Pickleball tournament at the new facility on the weekend of June 23rd was a success and he acknowledged the excellent job that was done by the Parks and Recreation staff to make this a successful event.

Commissioner Raymond Ray

- Extended sympathies and condolences to Michelle Phillips and family on the passing of former School Board Member and Board of Commission member, David Phillips yesterday.
- Expressed the need to follow up on the Animal Control issues expressed in the meeting this evening by Ms. Giles.

Mr. Wilson advised that he would have Mr. Mosley meet with Animal Control and Mrs. Giles and report back to the Board.

Commissioner Gwen Flowers-Taylor – None.

Commissioner Rita Johnson

- Thank the City of Griffin for allowing us to use this facility.
- Great meeting today on the TSPLOST, she is comfortable in what we have done and what we have achieved.
- The SPLOST updates are great and she trusts that the news media will put the list of projects out there for everyone to see what we have done and where we are.

Chairman Bart Miller – None.

XIII. CLOSED SESSION –

1. County Zoning Attorney requests an Executive Session to discuss pending litigation.

Motion/Second by Ray/Flowers-Taylor to enter Executive Session at 7:44 p.m. Motion carried unanimously by all.

Motion/Second by Ray/Hawbaker to close the Executive Session at 8:41 p.m. Motion carried unanimously by all.

XIV. ADJOURNMENT

Motion/Second by Ray/Johnson to adjourn the meeting at 8:42 p.m. Motion carried unanimously by al.

/s/ _____
Bart Miller, Chairman

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

MINUTES

The Spalding County Board of Commissioners held a Zoning Public Hearing at One Griffin Center, Solomon Street Entrance, W. Elmer George Municipal Hall, Thursday, July 27, 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 Wilson, Assistant County Manager, Eric Mosley, Zoning Attorney, Newton Galloway, Community Development Director, Chad Jacobs and Executive Secretary, Kathy Gibson, 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 #17-08S:** Preston Fuller and Destin N. Fuller, Owners - 74 Jonan Road (2 acres located in Land Lot 20 of the 3rd Land District) - requesting a Special Exception to allow a general home occupation in the AR-1 District.

Chad Jacobs, Community Development Director, stated this is a Special Exception Application for a general home occupation which consists of a silhouette machine that will create tee shirts and decals. This will be in the home, via mail service or online orders only. There will be no customers coming to the house.

Staff has reviewed the application and it does meet all of the requirements in Section 202LL for the Home Occupation criteria and 413G of the Special Exception criteria. Staff recommends approval. At their July 13th meeting the Board of Appeals also recommended approval by a vote of 4-0.

Mr. Wilson stated that no one had signed up to speak on this application. The Applicant was present and stated that he would answer any questions from the Board.

Motion/Second by Ray/Johnson to approve Application #17-08S: Preston Fuller and Destin N. Fuller, Owners - 74 Jonan Road (2 acres located in Land Lot 20 of the 3rd Land District) - requesting a Special Exception to allow a general home occupation in the AR-1 District. Motion carried unanimously by all.

Motion/Second by Hawbaker/Flowers-Taylor to amend the agenda under Other Business to include further discussion on the TSPLOST currently scheduled to be placed on the November, 2017 ballot or move to one of two available dates in 2018. Motion carried unanimously by all.

2. **Application #17-05Z:** David W. Morrison and Kimberly L. Morrison, Owners - 207 Cecil Jackson Road (3 acres located in Land Lot 229 of the 3rd Land District) - requesting a rezoning from AR-1, Agricultural and Residential and R-2, Single Family Residential, to AR-1, Agricultural and Residential.

Mr. Jacobs stated that this property is currently split-zoned, but bulk of the property is currently R2, Single Family Residential, with the remainder of the property being AR1. He stated that AR1 on tracts of 3 acres or more specifically allow livestock.

The current owners purchased the property and have more than one horse. We do allow a horse in the R Districts, but it is one horse for every 3 acres. They have more than one horse and considering other animals such as goats, so they wanted to have the flexibility and only the AR1 District will allow that.

Mr. Jacobs then advised that the Future Land Use map does support this

zoning, so it is consistent with the request. Staff does recommend approval of the request and at their meeting on June 27, the Planning Commission also recommended approval by a 5-0 vote.

Mr. Wilson stated that no one had signed up to speak on this application, the applicant was available should the Board have any questions.

Commissioner Flowers-Taylor then asked what Mr. Jacobs would suggest to remedy the problem of split-zoning as there seems to be a lot of property in Spalding County that has this type of zoning problem.

Mr. Jacobs stated that the only remedy to the current split-zoning situation would have to be a mass rezoning of all the properties that are involved. He stated that he would have to do a GIS search to determine how many parcels that we have in the County that are split-zone. He stated that he would recommend that he get the number of parcels involved and come back to the Board.

Mr. Galloway, Zoning Attorney, stated that the problem with the split-zoning is under the 1962 Zoning Ordinance and map and prior to zoning procedures laws, the County adopted zoning that zoned 500' back from many of the state highways and major roads to be R2 and then the rest of the track was left at what was that time M1 which has become our AR1. This is all over the County and it is not easily fixed.

Commissioner Flowers-Taylor then added that she feels like homeowners who want to change their split-zoning have to go through a number of steps in order to get it done. We have a Future Land Use Map and we know what we want it to be, then we should start trying to shape the County to fit.

Mr. Jacobs stated that he would recommend no action until we approve the new Comp Plan and the new Future Land Use Map in October 31 of this year. That way we will know in what direction we want to go.

Mr. Galloway stated that if a parcel does have split-zoning then the rezoning application is based on the parcel, so there would be a single rezoning application, but it would provide for rezoning from two districts to one. There is also a provision in the zoning ordinance that if a number of people who have properties adjacent to each other wanted to come in and rezone all of them at the same time, there are reductions in certain fees and costs to facilitate their being able to come in and rezone multiple parcels at one time.

Motion/Second by Flowers-Taylor/Johnson to approve Application #17-05Z: David W. Morrison and Kimberly L. Morrison, Owners - 207 Cecil Jackson Road (3 acres located in Land Lot 229 of the 3rd Land District) - requesting a rezoning from AR-1, Agricultural and Residential and R-2, Single Family Residential, to AR-1, Agricultural and Residential. Motion carried unanimously by all.

3. **Application #FLUMA-17-02: Lift from the table** - Robert M. Goldberg has requested a future land use map change from Low-Density Residential to Commercial for the following: 2693 Williamson Road (3.110 acres located in Land Lot 43 of the 2nd Land District).

Motion/Second by Flowers-Taylor/Ray to lift from the table Applications #FLUMA-17-02 and Application #17-05Z: David W. Morrison and Kimberly L. Morrison, Owners - 207 Cecil Jackson Road (3 acres located in Land Lot 229 of the 3rd Land District) - requesting a rezoning from AR-1, Agricultural and Residential and R-2, Single Family Residential, to AR-1, Agricultural and Residential. Motion carried 4-1 (Commissioner Hawbaker recused himself from the voting on this matter).

Mr. Galloway stated that Item #3 and 4 could be consolidated for purposes of the hearing, but they will need to be voted on separately and if you deny the FLUMA there is nothing to vote on for the rezoning.

Mr. Jacobs stated that the Future Land Use Map would be discussed first. As indicated, this is a request to change from low density residential to commercial for an office space, less than 5000 square feet. This property is primarily surrounded by low density residential. There is a proposed village note at the

corner of Rover-Zetella and Moreland. The nearest commercial zones would be closer to the City Limits where Pinehill crosses SR362.

Staff is concerned that the uses within in this area are currently agricultural or residential. In transitioning over to the rezoning request, the current zoning mirrors what you see with the Future Land Use as essentially AR1 zoning in the entire area. There is a small area at the corner of Moreland and Rover-Zetella that is zoned C1, but essentially the area is AR1, Agriculture Residential and the other within the area is R1-Single Family Residential. Staff is recommending denial of both requests because this is an established agricultural/residential corridor. Denial is recommended for both the Future Land Use Map request and also for the rezoning request.

Commissioner Flowers-Taylor asked if the applicant currently resides in the home being considered.

Mr. Jacobs advised that the applicant does not reside in the home, if so, one of the options at their disposal would have been a home occupation. He stated that it was previously the applicant's residence, but is not longer. It is currently being used as an office.

Mr. Jacobs added that the Planning Commission, at their May 30th, meeting recommended denial of the Future Land Use Map by a vote of 5-0 which made the rezoning request moot.

Commissioner Flowers-Taylor asked if the requested zoning was for O&I.

Mr. Jacobs advised that he had suggested O&I to the applicant as this zoning is a transitional type zoning, it is utilized to transition from a commercial to a residential zoning. We don't have a lot of this zoning in the County, one example is on SR92 in front of Conner-Westbury Funeral Home those buildings are zoned O&I in 2005 or 2006 to transition from residential in the area.

Commissioner Flowers-Taylor stated by the intended use of the property being for an attorney's office, she can't see where it would be detrimental for the neighborhood to approve this zoning.

Mr. Jacobs advised that when this property was transitioned over to an office, the County was not notified. Where a house is built to residential standards, he stated that he does not know if that house conforms to building code for commercial or office. Furthermore, this is located on SR362 and ingress/egress is governed through GDOT and since it never went through an official process, he doesn't know if they have the proper ingress and egress for this property.

Mr. Jacobs stated that the concern staff has is the way the land use patterns were established in the land use map. It was determined that state routes should not be dotted with commercial planning because it becomes a problem from the service delivery and curb cut standpoint. This zoning would be on a state route in the middle of an agricultural/residential area.

Mr. Galloway advised that generally the Williamson Road corridor from the railroad to the Pike County Line is AR1. It is either really active farms, or it is residential.

Commissioner Flowers-Taylor stated that the parcel in question is a much smaller parcel than others surrounding it. She then asked where we want to go with this area.

Mr. Jacobs advised that based on the Future Land Use Map, that area immediately surrounding the subject property is planned low density residential. At this time a developer could go in there and apply for a special exception subdivision for one unit on every acre since there is no sewer in that area.

Mr. Wilson advised that there are four people signed up to speak:

Robert Goldberg stated that he owns the property in question, but currently resides at 225 Broadmoor Drive, in Fayetteville. He advised that he purchased this property in 1998 and it was their home until 4 years ago. He stated that at that time his children were in high school and they had never lived in a suburban area so they moved from a rural area into Peachtree City so they could live in a suburban area and live the "golf cart life" and play tennis.

Mr. Goldberg stated that even though they moved out of this house, they loved

the house, they love the people in Spalding County. He stated he felt that since they didn't want to sell the house, if he established an elder law practice at this location it would be perfect for what they are trying to do. They are trying to have a location that is welcoming and will give people peace of mind.

Mr. Goldberg then stated that he is not asking for a "spot zone" he is asking for a solution so that he can utilize what was once his residence as a place where he can now earn a living and support his family. He further stated that he had found a C1A zoning which is not commercial and a law practice is an acceptable use. Whatever we can do with whatever conditions, he just wants to use this location for his individual use as a law practice.

Mr. Goldberg then showed how the neighbors were utilizing their property around his property. He stated that this property will have no noise, no bright lights, they will not be bothering anyone. He advised that one neighbor keeps his commercial truck on his property next door, the neighbor to the back of his property has a large garage. He asked that the Board grant his request for his individual use of this specific residence for this specific use under whatever conditions you want to place on it.

Spoke against the rezoning of this property:

Allen McCallum, 2831 Williamson Road, Griffin, Georgia.

Kim Stone, 2715 Williamson Road, Griffin, Georgia.

Motion/Second by Flowers-Taylor/Johnson to approve Application #FLUMA-17-02: Robert M. Goldberg has requested a future land use map change from Low-Density Residential to Commercial for the following: 2693 Williamson Road (3.110 acres located in Land Lot 43 of the 2nd Land District).

Commissioner Johnson stated that as much as she appreciates the applicant's intention for this property, in the past we have changed the Future Land Use Map and opened ourselves to problems later. She stated that she has learned, while sitting on the Board, to pay attention to the residents and respect the zoning as it is and to trust the staff in the decision that they have made. Given that she is going to request that the Future Land Use Map remain as it is.

Motion failed 1-3 (Miller/Ray/Johnson) (Commissioner Hawbaker recused himself from the vote on this matter).

Motion/Second by Ray/Johnson to deny Application #FLUMA-17-02: Robert M. Goldberg has requested a future land use map change from Low-Density Residential to Commercial for the following: 2693 Williamson Road (3.110 acres located in Land Lot 43 of the 2nd Land District). Motion carried 3-1 (Flowers-Taylor) (Commissioner Hawbaker recused himself from the vote on this matter).

4. **Application #17-03Z: Lift from the table** - Robert M. Goldberg, Owner - 2693 Williamson Road (3.110 acres located in Land Lot 43 of the 2nd Land District) - requesting a rezoning from AR-1 Agricultural and Residential to O & I Office and Institutional.

As application #FLUMA-17-02 was denied, no other action was taken on this Application.

C. Other Business:

Commissioner Hawbaker requested to amend the agenda to include further discussion on the TSPLOST currently scheduled to be placed on the November, 2017 ballot or move to one of two available dates in 2018.

Commissioner Hawbaker stated that over the past week there have been emails exchanged regarding if the County could be prepared to provide a citizens' committee and the voters-at-large sufficient information to cast a knowledgeable vote if the TSPLOST election proceeded as scheduled. There is a possibility to move a TSPLOST of March 20th and November 6th, 2018.

Commissioner Hawbaker then stated that given the tremendous amount of need for transportation related projects in this County. This may be the only TSPLOST we

ever have. It is easy for us, as Commissioners, to select the projects that need to be addressed. He does feel like the resurfacing list could have been a little bit more selective about which roads are to be resurfaced, rather than using the PASER ranking system.

Commissioner Hawbaker stated that he personally feels that we can get the word out by November 7th in terms of costs and benefits that will allow residents to make an informed decision. He stated that due to the amount of the TSPLOST and the projects to be addressed it will be impactful enough by leaving it at a November vote. The advantage to a November election is there are four seats up on the City Commission and that should enhance voter turnout at least in the City precincts whereas the March 20th referendum would be a single item on the ballot which would likely diminish the turnout.

Commissioner Hawbaker further stated that if the decision is to delay the TSPLOST that some of the current SPLOST funding be utilized to better define projects and give as complete as possible cost estimate for the roads that are selected. To possibly include an estimate of which dirt roads slated for paving will supported by the recently announced policy of 100% donation of right-of-way from the residents.

Mr. Wilson stated that the City of Griffin submitted their projects to us on Tuesday of this week. Everything has been submitted to King and Spalding and we are ready to go for the November election. They are drafting the intergovernmental agreement and call for the election right now. He advised that he was asked by Commissioner Flowers-Taylor to get possible dates for 2018, but staff has been under the impression that we are going to move forward with a November 2017 Referendum. However, if you want to put it off, we can, but he wanted the Board to know that staff is ready, King and Spalding is ready, the bonding company is ready, the City of Griffin is actually going to bond some of their projects and the City list is in. So we are good to go and August 7th is the date set for the intergovernmental agreement and the call for the election.

Commissioner Ray stated in that case there is no reason not to go ahead and “pull the trigger.” Let’s do this.

Commissioner Flowers-Taylor stated that whatever the majority of the Board decides is fine, but her own personal issue is the fact that we did not have any citizen input into this.

Commissioner Johnson stated that if the City is ready to go and the potential for having a better voter turnout is better in November, we just have to hope that we get the “yes” vote.

Commissioner Hawbaker stated that he would like to add or replace one resurfacing project. It’s not in the district he represents, it is Commissioner Flowers-Taylor’s district. That would be setting aside funds so that as soon as Intersection #3 is complete that all of N. Hill Street from Intersection #3 to Intersection #2 be resurfaced. That road is heavily traveled by the folks that he represents and when he surveyed those residents resurfacing of Baptist Camp Road was their #1 interest and the resurfacing of that section of N. Hill Street was their #2 priority. He added that the voters in Commissioners Flowers-Taylor district could support this additional project as well.

Mr. Wilson stated that this road is a short distance and it can be added because we only had designated 78 miles of road for resurfacing. He reminded everyone that the Board had voted to have N. Hill Street after the intersections are finished be included in the LMIG. We still submit LMIG every year and it can be submitted for the LMIG.

Commissioner Ray stated that he would like to have the list for TSPLOST remain as it is and have N. Hill Street resurfacing included on the LMIG after the intersections are complete as we have already voted.

Motion/Second by Hawbaker/Johnson to add N. Hill Street from Intersection #2 to Intersection #3 as part of the TSPLOST resurfacing.

Motion carried 3/2 (Miller/Ray).

D. Adjournment

Motion/Second by Flowers-Taylor/Johnson to adjourn the meeting at 7:15 p.m. Motion carried unanimously by all.

/s/ _____
Bart Miller, Chairman

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



SPALDING COUNTY BOARD OF COMMISSIONERS Second Reading - Application #17-05Z

Requesting Agency

Office of Community Development

Requested Action

Consider approval on second reading Application #17-05Z: David W. Morrison and Kimberly L. Morrison, Owners - 207 Cecil Jackson Road (3 acres located in Land Lot 229 of the 3rd Land District) - requesting a rezoning from AR-1, Agricultural and Residential and R-2, Single Family Residential, to AR-1, Agricultural and Residential

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 AR-1 and R-2 to AR-1.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

BOC public hearing and 1st reading on July 27, 2017.

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Resolution #17-05Z	7/28/2017	Backup Material

APPLICATION FOR DAVID W. MORRISON
AND KIMBERLY L. MORRISON
FOR REZONING CERTAIN PROPERTY
LOCATED WITHIN SPALDING COUNTY, GEORGIA;

REZONING APPLICATION #17-05Z

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

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

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

WHEREAS, under the Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia the within described property is currently classified under the zoning classification entitled “AR-1, Agricultural and Residential and R-2, Single Family Residential;”

WHEREAS, David W. Morrison and Kimberly L. Morrison, applicant, applied for a change in zoning classification to be applied to the within described property to “AR-1, Agricultural and Residential;”

WHEREAS, such application was filed with Spalding County, Georgia on May 19, 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 July 27, 2017, pursuant to O.C.G.A. § 33-66-1, et. seq. in the One Griffin Center, W. Elmer George Municipal Hall, 100 South Hill 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 in Land Lot 229 of the 3rd District of Spalding County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin located on the westerly right-of-way of Cecil Jackson Road, said point being 292.06' northerly from the intersection of the westerly right-of-way of Cecil Jackson Road and the northerly right-of-way of Weldon Road and being the TRUE POINT OF BEGINNING; thence running N 88°19'11" W a distance of 617.72' to an iron pin; thence running N 00°06'36" E a distance of 211.97' to an iron pin; thence running S 88°19'13" E a distance of 612.51' to an iron pin on the westerly right-of-way of Cecil Jackson Road; thence running along the right-of-way S 04°23'25" E a distance of 58.87' to a point; thence continuing along said right-of-way S 00°06'34" E a distance of 153.43' to an iron pin and the TRUE POINT OF BEGINNING.

Tract contains 3.00 acres.

From "AR-1, Agricultural and Residential and R-2, Single Family Residential" to "AR-1, Agricultural and Residential" District.

Section 2:

(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 August 7, 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 in Land Lot 229 of the 3rd District, Spalding County, Georgia, containing 3.00 acres, 207 Cecil Jackson Road, zoned AR-1.

(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 Georgia Transportation Infrastructure Bank Grant

Requesting Agency

County Clerk

Requested Action

Consider approval of an Agreement with the Georgia Transportation Infrastructure Bank for the GTIB Grant to assist with funding improvements for Intersection #3.

Requirement for Board Action

Is this Item Goal Related?

No

Summary and Background

The Board approved submission of a request for this Grant earlier this year and the grant was awarded in the amount of \$915,215.25 for Intersection #3 improvements. This agreement will finalize the paperwork for this funding.

Fiscal Impact / Funding Source

Total estimated cost for this project is \$1.5M

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> GTIB Agreement	8/3/2017	Backup Material

GEORGIA TRANSPORTATION INFRASTRUCTURE BANK AGREEMENT FOR GRANT PROGRAM

THIS AGREEMENT FOR GRANT PROGRAM (the “Agreement”), dated _____, 2017 (the “Effective Date”) is made by and between the Georgia Transportation Infrastructure Bank, by and through the State Road and Tollway Authority (“SRTA”) (SRTA and the Georgia Transportation Infrastructure Bank shall be collectively referred to as “GTIB”), and Spalding County (the “Recipient”). The GTIB and Recipient may be referred to collectively as the “Parties” and individually as the “Party.”

WHEREAS, pursuant to O.C.G.A. § 32-10-121, an instrumentality of the State known as the Georgia Transportation Infrastructure Bank was created within SRTA;

WHEREAS, pursuant to O.C.G.A. § 32-10-120 et seq., the Georgia Transportation Infrastructure Bank is authorized to assist eligible Georgia government units with grants for the construction of certain eligible transportation projects; and

WHEREAS, Recipient represents to the GTIB that Recipient is duly created and existing under the laws of the State of Georgia and has the authority to expend the monies described herein for the purposes set forth herein.

NOW THEREFORE, for and in consideration of the covenants and agreements contained herein and other valuable consideration, the receipt and adequacy of which are hereby acknowledged by both Parties, the Parties agree as follows:

1. **DEFINITIONS.** Any capitalized terms used in this Agreement that are not defined herein shall have the meanings ascribed to them in Exhibit A.
2. **PROJECT.** Recipient seeks partial funding for the project listed in **Exhibit B**, attached hereto and incorporated herein (the “Project”). The Project Scope is detailed in **Exhibit B**. Recipient shall notify the GTIB of any change to the Project Scope upon the earlier of (a) seven (7) business days after Recipient is aware of the circumstances requiring such change or (b) Recipient’s execution of documentation reflecting such change. After evaluation of the change, the GTIB shall advise the Recipient as expeditiously as possible if the change will result in a default of this Agreement pursuant to **Section 15 (Event of Default/Remedies)**.
3. **GRANT AND ACCEPTANCE.** The GTIB hereby makes and Recipient hereby accepts this grant for a transportation project (“Grant”) in the Grant Amount for the Grant Purpose upon the terms and conditions of this Agreement. The Recipient agrees that the Grant Amount (a) will be spent pursuant to the breakdown set forth in **Exhibit B** and pursuant to the terms of this Agreement and (b) will not be used for expenses already incurred or paid for by Recipient before the Effective Date, unless such expenses are expressly authorized in advance and in writing by the GTIB. If Recipient does not use the Grant Amount pursuant to the breakdown set forth in **Exhibit B**, then Recipient shall advise the GTIB immediately of such change. Any revision to the breakdown of the Grant Amount as set forth in **Exhibit B** must be agreed to by the Parties and evidenced by an amendment to this Agreement. In the event a reallocation cannot be agreed to or a reallocation is not otherwise needed, then the Recipient’s authority to expend or contractually obligate the unencumbered Grant Amount will expire upon notification to the Recipient by the GTIB. If the GTIB delivered the Grant Amount to the Recipient, then that portion of the Grant Amount that will not be reallocated must be repaid to the GTIB no later than thirty (30) days after notification to the Recipient by the GTIB.
4. **PROJECT BUDGET.** The Project Budget is set forth in **Exhibit B**. Recipient has already obtained or otherwise received commitments for other funding for the Project (collectively, “Other Funding”), which Other Funding is more specifically set forth in the grant application and associated documentation completed by Recipient and furnished to the GTIB prior to the Effective Date (collectively, “Grant Application”), which Grant Application is incorporated herein by reference as **Exhibit C**. Recipient must notify the GTIB within 15 days of any changes to the Project Budget that may result in the reduction and/or elimination of some or all of the Other Funding or the Grant Amount.

5. DEADLINES.

5.1. Expend/Obligate Grant Amount. Recipient must expend or contractually obligate the full amount of the Grant Amount no later than the Expiration Date. On the Expiration Date, Recipient's authority to expend or obligate contractually the unencumbered Grant Amount will expire. The Expiration Date may be extended by one year only upon mutual written consent, in the form of an amendment to this Agreement, signed by both Parties.

5.2. Duty to Wrap Up. Recipient will manage the Project, retain a contractor to manage the Project, or contract with a governmental unit to manage the Project and impose terms in any related contracts so as to fulfill the Grant Purpose within six (6) months of the Expiration Date ("Wrap Up Date"). No later than thirty (30) days following the Wrap Up Date, Recipient must return to GTIB any unspent Grant Amount, whether contractually obligated or not, unless the GTIB consents, in its sole discretion, to a new deadline in writing.

6. **GRANT CONTINGENCY FUNDS**. If Recipient designates and the GTIB approves all or a portion of the Grant Amount to be used for a reserve (e.g., use in the event of an item overrun) or other contingency, as more specifically set forth in the Grant Application ("Grant Contingency Funds"), and a portion of the Grant Contingency Funds remain unencumbered upon the earlier of the completion of the phase in which the contingency was allocated or upon the Expiration Date ("Expiration of Grant Contingency Funds"), then upon the Expiration of the Grant Contingency Funds the Recipient's authority to expend or contractually obligate the unencumbered Grant Contingency Funds will expire. If the GTIB delivered Grant Contingency Funds to the Recipient pursuant to **Paragraph 8.6 (Disbursement of Grant Contingency Funds)**, then that portion of the Grant Contingency Funds that Recipient has not spent or contractually obligated by the Expiration of Grant Contingency Funds, must be repaid to the GTIB no later than thirty (30) days after the Expiration of Grant Contingency Funds.

7. ACCOUNTABILITY

7.1. Accounting. Recipient will account for the Grant Amount in accordance with generally accepted governmental accounting standards. Recipient will also account for the Grant Amount and keep track of the application of the Grant Amount in such a way that Recipient's receipt, deposit, budgeting, contractual commitment, expenditure and uses may be determined and confirmed chronologically by auditors at all times. In its contracts with vendors and other third parties for the expenditure of the Grant Amount, Recipient will require its vendors and other third parties to account for the receipt and expenditures in accordance with generally accepted accounting principles.

7.2. Audit. Recipient will allow and cooperate with any audit or investigation of grant administration requested or undertaken by the GTIB, the State Auditor or other officers of the State with power to conduct or request such audit or investigation. In its contracts with vendors and other third parties for the expenditure of Grant Amount, Recipient will require such parties to allow and cooperate with such audits. The requirements of this **Paragraph 7.2** are in addition to those contained in **Paragraphs 8.4 (Verification) and 8.5 (Disbursement of Grant Amount)**.

7.3. Records Retention. Recipient will maintain the records described in **Paragraph 7.1 (Accounting)** for at least five (5) years after the latter to occur: Recipient has fully spent the Grant Amount or the Project in its entirety is completed.

7.4. Written Contracts. Any expenditure or obligation of the Grant Amount by Recipient to a third party must be pursuant to a written contract.

7.5. Statutory Certification.

7.5.1. Grants in Excess of \$5,000. If the Grant Amount is greater than \$5,000, then this Grant is conditioned upon receipt by the State Auditor of the properly completed grant certification form or forms as required by O.C.G.A. § 36-81-8.1. The GTIB believes that **Exhibit D**, attached hereto and incorporated herein, is the current *Grant Certification Form and Independent Accountant's Report* designated by the State Auditor, but Recipient must determine from the State Auditor the correct form to use at the time for submission.

Recipient must cause the Grant Certification Form and Independent Accountant's Report to be filed with the State Auditor for each fiscal year in which Recipient expends all or a portion of the Grant Amount and/or after which Recipient has an unexpended balance in Grant Amount. The Grant Certification Form and Independent Accountant's Report must be filed with the State Auditor in conjunction with the periodic audits or reports required of Recipient under O.C.G.A. § 36-81-7 by the time such audit or report is due, annually unless Recipient qualifies and elects to proceed with a biennial audit under O.C.G.A. § 36-81-7(a)(2).

7.5.2. Grants of \$5,000 or less. If the Grant Amount is equal to or less than \$5,000, Recipient must submit to the State Auditor the properly completed grant certification form required by subsection (b) of O.C.G.A. § 36-81-8.1 and **Paragraph 7.5.1 (Grants in Excess of \$5,000)**, except that Recipient may certify alone that the Grant Amount was used solely for the Grant Purpose without certification by its independent auditor.

7.6. Quarterly Project Status Update. Commencing three (3) months after the Effective Date and continuing every three (3) months thereafter through and until the expiration of this Agreement or the completion of the Project, whichever occurs first, the Recipient shall complete the Quarterly Project Status Update using the form attached as **Exhibit E**, and forward the same to: Director of Marketing and Communications, SRTA, 245 Peachtree Center Avenue NE, Suite 2200, Atlanta, GA 30303.

8. PAYMENT.

8.1. Draw Request. The GTIB agrees to make disbursements of the Grant Amount to the Recipient in accordance with Paragraph 8 and the Project Budget. To the extent Recipient seeks Grant Contingency Funds, Recipient shall follow the procedures set forth in **Paragraph 8.6 (Disbursement of Grant Contingency Funds)**. Recipient shall deliver to the GTIB a draw request in the same form as is attached hereto as **Exhibit F** and incorporated herein ("Draw Request") no later than 5:00 P.M. on the 20th day of each month subsequent to the month in which work was performed that will be paid for, in whole or in part with the Grant Amount. Supporting documentation, as is more detailed in **Exhibit F**, shall be submitted with each Draw Request. Each Draw Request must be signed by an authorized representative of the Recipient. Recipient must also attach to each Draw Request a completed Project Engineer certification in the same form as set forth in **Exhibit G**, attached hereto and incorporated herein, and signed by the Project Engineer.

8.2. Monthly Draws. The Recipient shall submit a Draw Request not more frequently than monthly.

8.3. Monitoring, Audits. Upon request, the Recipient agrees to provide the GTIB or the GTIB's designee with any information the GTIB deems necessary to monitor the performance of this Agreement, and further agrees that the Grant Amount shall be included in the next regularly scheduled audit or financial statement and all subsequent ones until such audits or statements account for all of the funds received by Recipient under this grant Agreement. The Recipient understands that any unresolved findings, whether based on an audit report, financial statement, or the final report, shall disqualify Recipient from receiving any further grants or loans from the GTIB or further payments pursuant to this Grant Agreement until such time as the GTIB, in its sole determination, satisfactorily resolves any issues.

8.4. Verification. The GTIB or its designee shall have the right but not the obligation, to verify the contents of each Draw Request or Recipient's compliance with this Agreement. Verification can take the form of but shall not be limited to a site visit, inspection of supplies delivered, or asking Recipient, its contractors or the Project Engineer questions concerning the Project or this Agreement. Recipient agrees that it will cooperate with and assist the GTIB in all ways reasonably necessary to allow the GTIB to perform verification and respond to any of the GTIB's questions within seven (7) Business Days of the GTIB's request. If GTIB cannot verify the contents of any Draw Request or verify that Recipient is complying with the terms of this Agreement, then the GTIB will advise the Recipient of its findings. The Recipient shall then have ten (10) Business Days in which to submit additional information or perform certain actions so that the GTIB is able to verify compliance. If the GTIB is still unable to verify compliance as set forth above or if the Recipient did not furnish any additional information, then the GTIB will disapprove the Draw Request and/or pursue its rights under **Section 15 (Events of Default/Remedies)**.

8.5. Disbursement of Grant Amount. Provided all the conditions in **Section 8 and Exhibit F** have been met to GTIB's satisfaction, and Recipient is not otherwise in breach of this Agreement, the GTIB will approve disbursement within ten (10) Business Days of the later of verification, if any, undertaken by the GTIB pursuant to **Paragraph 8.4 (Verification)** or GTIB's receipt of a correct and complete Draw Request. If a particular line item of work is being paid by Recipient on a lump sum basis, the amount due to the Recipient each month for such work will be determined by the percentage of that work completed, or task milestones or deliverables achieved. Within twenty-one (21) Days from the GTIB's approval of a Draw Request, the GTIB will transfer payment as set forth above to the account designated by the Recipient. Disbursement of all or a portion of the Grant Amount shall not be interpreted as GTIB's acceptance or agreement that the work was performed in compliance with this Agreement or with any other applicable law, rule, regulation or ordinance, regardless of whether the GTIB performed monitoring/audits set forth in **Paragraph 8.3 (Monitoring, Audits)** or verification set forth in **Paragraph 8.4 (Verification)**.

8.6. Disbursement of Grant Contingency Funds. If the GTIB agrees to disburse the Grant Contingency Funds prior to Recipient expending or contractually obligating the Grant Contingency Funds, then no later than fourteen (14) Days after each disbursement to Recipient of the Grant Contingency Funds, Recipient shall forward to the GTIB an invoice containing the same information as required in **Paragraph 8.1 (Draw Request)**.

8.7. Source of Grant Amount. The GTIB's commitment to make distribution of the Grant Amount to the Recipient shall be a limited obligation of the GTIB, to be funded solely from available moneys in the State and Local Roadway Grant Account held by the GTIB and from no other source of funds, including but not limited to other funds of the GTIB, SRTA or the State.

9. **PROJECT COMPLETION.** Recipient anticipates that the Project will be completed by the Completion Date set forth in **Exhibit B**. Recipient shall notify the GTIB in writing of any changes to the Completion Date.

10. WAIVER/INDEMNIFICATION.

10.1. Waiver. The Recipient expressly acknowledges that the GTIB Parties in passing through the Grant Amount to Recipient, have neither assumed nor undertaken any legal duties to the Recipient or to any third party. The Recipient waives, releases, relinquishes, and discharges any and all claims or demands against the GTIB Parties for any damages of any nature whatsoever that in any way relates to or arises out of this Agreement or the disbursement of the Grant Amount hereunder, even if such claims or demands are made against the Recipient and even if the GTIB Parties knew the existence of such claims. Recipient further understands and agrees that monitoring, auditing and/or verification performed by the GTIB pursuant to **Paragraphs 8.3 (Monitoring, Audits) and 8.4 (Verification)** is solely for GTIB's use and shall not be interpreted or used by Recipient (i) as GTIB's approval or acceptance of the work in compliance with this Agreement or in compliance with any applicable laws, rules, regulations and ordinances or (ii) for any other use. Recipient further waives as against the GTIB Parties all claims, liabilities, causes of action, fees, fines, expenses of any nature, including but not limited to reasonable attorneys' or experts' fees, and damages of any kind related in any way to such verification or certification.

10.2. Indemnification. To the extent not prohibited by law, Recipient hereby agrees to indemnify, defend, protect, and save harmless the GTIB Parties of and from any and all claims, demands, liabilities, loss, costs, or expenses for any loss or damage, fines, fees, and expenses, including but not limited to reasonable attorneys' and experts' fees, personal injury, including but not limited to death, and real and personal property damages caused by (a) any act or omission of Recipient, its agents, employees, contractors, subcontractors, suppliers, or others working at the direction of the Recipient or its contractor or any other person or entity working on Recipient's behalf (collectively, "Recipient Parties") or (b) the breach of this Agreement by Recipient. This indemnification applies even if a tort or negligent act of the GTIB Parties is partially responsible for the situation giving rise to the claim, but in such event this indemnification applies only to the extent of Recipient Parties' act(s) or omission(s) giving rise to the claim. If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the GTIB of Administrative Services of the State of Georgia (collectively, the "STC Fund"), the Recipient agrees to reimburse the STC Fund for any monies paid out by the STC Fund related to or arising out of this Agreement.

10.3. Limitation of Liability. In no event shall the GTIB Parties be liable for any incidental, consequential, special, exemplary or indirect damages, lost business profits, lost funding, lost use of any facilities, or lost taxes, arising out of this Agreement. Subject to the provisions in this **Section 10 (Waiver/Indemnification)**, any GTIB liability shall be a limited obligation of the GTIB that in no event shall exceed the unused portion of the Grant Amount; provided further that such amount may only be funded from available moneys in the State and Local Roadway Grant Account held by the GTIB and from no other source of funds, including but not limited to other funds of the GTIB, SRTA or the State.

11. CONFLICTS OF INTEREST. The Recipient hereby attests that all of the officials of the Recipient have certified that they have not violated any applicable conflict of interest law under either state law (O.C.G.A. §§ 45-10-20 through 45-10-28 and O.C.G.A. §§ 36-67A-1 through 36-67A-4) or under any local ordinance, charter, rule or regulation and that they shall comply with the same throughout the term of this Agreement.

12. LAWS, ETC. The entirety of the Project shall be constructed in accordance with all applicable federal, State and local laws, rules, regulations and ordinances and as otherwise set forth in the Grant Documents.

13. ENFORCEABLE AND LEGALLY BINDING ACTIONS. By entering into this Agreement, Recipient undertakes to have complied with all law applicable to its participation in the Agreement and to make the Agreement binding, including proper meeting conduct (in compliance with open meeting law requirements and otherwise) and with proper entries into its minutes.

14. WARRANTY. Recipient represents and warrants to the GTIB:

14.1. Grant Documents. The Grant Documents, the consummation of the transactions therein contemplated, and the compliance with all of the provisions thereof are the valid, legal, binding, and enforceable obligations of the Recipient. The officials of the Recipient executing the Grant Documents are fully authorized and empowered by all necessary and appropriate official action on the part of the governing body of the Recipient to execute the Grant Documents on behalf of the Recipient.

14.2. Recipient Status. The Recipient has been duly created and is validly existing according to all State and local laws, rules, regulations and ordinances.

14.3. No Defaults. No event has occurred and no condition exists that would constitute an Event of Default as defined in **Section 15 (Events of Default/Remedies)** or that, with the lapse of time or with the giving of notice or both, would become an Event of Default.

14.4. Compliance with Law. To the knowledge of the Recipient, after making due inquiry with respect thereto, the Recipient is not in violation of any laws, ordinances, or governmental rules or regulations to which it or the Project is subject and has not failed to obtain any licenses, permits, or other governmental authorizations (which are presently obtainable) necessary to the Project or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the Project, and there have been no citations, notices, or orders of noncompliance related to the Project and issued to the Recipient under any such law, ordinance, rule, or regulation, except as disclosed in writing to the GTIB.

14.5. Disclosure. The representations of the Recipient contained in the Grant Documents and any certificate, document, written statement, or other instrument furnished by or on behalf of the Recipient to the GTIB in connection with the transactions contemplated hereby, do not and will not contain any untrue statement of a material fact and do not and will not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Recipient has not disclosed to the GTIB in writing that materially and adversely affects or in the future may (so far as the Recipient can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the ability of the Recipient to perform its obligations under the Grant Documents or any of the documents or transactions contemplated therein, which has not been set forth in writing to the GTIB or in the documents and instruments furnished to the GTIB by or on behalf of the Recipient prior to the Effective Date.

14.6. Project Compliance. The Project complies or will comply with all applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, ordinances and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

14.7. Financial Statements. The financial statements of the Recipient that have been provided to the GTIB in connection with the Grant present fairly the financial position of the Recipient as of the date thereof and the results of its operations and its cash flows for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Since the date of the most recent annual financial statements for the Recipient delivered to the GTIB in connection with the Grant, there has been no material adverse change in the Recipient's financial condition, assets, management, control, operations, or prospects.

14.8. Grant Application. (i) All of the information contained in the Grant Application was, as of the date the Grant Application, and will remain, until the termination of this Agreement, complete, accurate and correct in every way, and (ii) the Recipient is not aware of any circumstances that may cause any information included in the Grant Application to become incorrect or otherwise change the scope of the Project subsequent to the Effective Date.

14.9. Draw Request. All of the information that will be included in each Draw Request pursuant to **Paragraph 8.1 (Draw Request)** and the certifications furnished to GTIB as required in **Paragraph 8.1 (Draw Request)** will be true and correct in every way and form.

14.10 Property. The property upon which the Project will be located is wholly owned by the Recipient and all easement and prescriptive rights needed for the Project have been obtained.

14.11 Reaffirmation. Each Draw Request by the Recipient pursuant to **Section 8 (Payment)** shall constitute a representation and warranty by the Recipient to the GTIB that the foregoing statements are true and correct on and as of the Effective Date as well as on and as of the date of the draw request.

15. EVENTS OF DEFAULT/REMEDIES.

15.1. Event of Default. Each of the following events shall constitute an Event of Default:

15.1.1. Statutory Forfeiture under O.C.G.A. § 36-81-8.1. The failure to comply with the requirements of O.C.G.A. § 36-81-8.1 and with **Paragraph 7.5 (Statutory Certification)**;

15.1.2. Non-conforming Use. All or a portion of the Grant Amount was or will be spent or contractually committed for purposes outside the Grant Purpose or otherwise in violation of this Agreement, which default shall continue for three (3) Business Days after the GTIB gives the Recipient written notice thereof;

15.1.3. Revised Project Scope. There is a change in the Project Scope such that the revised Project Scope, if originally included in the Grant Application, would have in the GTIB's opinion, resulted in the rejection of the Grant Application;

15.1.4. Revised Project Budget. A change in the Project Budget such that the revised budget, if originally included in the Grant Application, would have in the GTIB's opinion, resulted in the rejection of the Grant Application;

15.1.5. Breach of Representation or Warranty. Any representation or warranty made by the Recipient in any Grant Document that is false or misleading in any material respect; or

15.1.6. Additional Breach. Any default by the Recipient in the performance or observance of any term, condition or provision contained in any Grant Document and not referred to in **Paragraphs 15.1.1. through 15.1.5.** above, which default shall continue for thirty (30) Business Days after the GTIB gives the Recipient

written notice thereof. If SRTA believes Recipient is using its best efforts to cure any breach included in this **Paragraph 15.1.6.**, then SRTA, in its sole discretion, may extend in writing the cure period provided for herein.

15.2. Remedies. If one or more Events of Default should occur, then the GTIB may declare the Recipient to be in default hereunder, and immediately exercise any of the following remedies, which are cumulative of one another and of all other remedies at law or in equity that the GTIB may have:

15.2.1. Statutory Forfeiture under O.C.G.A. § 36-81-8.1. The failure to comply with the requirements of O.C.G.A. § 36-81-8.1 and with **Paragraph 7.5 (Statutory Certification)** will result in Recipient's forfeiture of the Grant and the Grant Amount, whether paid to Recipient or not and whether spent, unspent, or contractually obligated. Upon demand, Recipient will repay and return to the GTIB the amount of any Grant Amount paid to Recipient.

15.2.2. Non-conforming Use. Recipient must repay the GTIB that portion of the Grant Amount spent or contractually committed for purposes outside the Grant Purpose or otherwise in violation of this Agreement no later than the end of the month following any such expenditure or contractual commitment.

15.2.3. Return of Grant Amount. Upon demand, Recipient must repay the GTIB any and all portions of the Grant Amount forwarded to the Recipient by the GTIB.

15.2.4. Withholding of State Funds. If the Recipient fails to repay the GTIB all or a portion of the Grant Amount as required in the Agreement, then the GTIB shall notify the appropriate State officials who shall withhold all or a portion of the funds of the State and all funds administered by the State and its agencies, boards, and instrumentalities allotted or appropriated to Recipient and/or to the government under which Recipient operates and apply an amount of such withheld funds that is necessary to the payment of the amount due under this Agreement.

15.2.5. Withholding of Grants for Unresolved Findings. The GTIB may in its sole discretion withhold from Recipient any other grants so long as any audit or report findings respecting the Grant remain unresolved as determined by the GTIB in its sole discretion or during any other time in which Recipient is not in compliance with this Agreement, as determined by the GTIB in its sole discretion.

15.2.6. Other Remedies. Upon the occurrence of an Event of Default, the Recipient, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Grant and other amounts payable by the Recipient hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Recipient under the Credit Documents, including but not limited to requiring the Recipient to increase its levy of taxes to either two times the millage rate imposed on property owners on the Effective Date or to the maximum millage rate allowed by law, whichever is lower, until such time as all amounts due the GTIB under this Agreement have been fully paid.

15.2.7. Interest. Any Grant Amount required to be returned to GTIB under this **Paragraph 15** must be returned with interest at the rate of 1½% per month or the highest rate allowed by law, whichever is lower.

15.2.8. Termination of Grant. Upon the occurrence of an Event of Default, the GTIB may, in its discretion, by written notice to the Recipient, terminate its remaining commitment (if any) hereunder to make any further advances of the Grant, whereupon any such commitment shall terminate immediately.

15.3. Reservation of Rights. Nothing in this Agreement shall be deemed to (1) be a waiver by the GTIB of any statutory protection afforded to it, or (2) limit the right of the GTIB (i) to exercise self-help remedies including but not limited to set off, or (ii) to obtain from a court provisional or ancillary relief such as injunctive relief. Neither the exercise of self-help remedies nor the institution or maintenance of an action for provisional or ancillary remedies shall constitute a waiver of the right of the GTIB to litigate the merits of the controversy or claim occasioning resolve to such remedies.

15.4. Ante Litem Notices. No ante litem notice, including but not limited to O.C.G.A. § 36-11-1, will apply to claims for repayment of the Grant Amount or to any other claim, action or proceeding under or respecting this Agreement. To the extent that O.C.G.A. § 36-11-1 or other requirement of ante litem notice might apply, Recipient waives its application.

15.5. Recipient Responsible for GTIB's Expenses. To the extent not prohibited by law, all sums advanced and expenses incurred in connection with the foregoing, including, but not limited to, reasonable attorneys' fees incidental to the enforcement by GTIB of any term of the Agreement shall be an indebtedness of the Recipient, evidenced by this Agreement.

16. **TERMINATION**. At such time as the GTIB is no longer obligated under this Agreement to make any further advances under the Grant and all principal, interest, or other amounts owing with respect to the Grant and hereunder have been finally and irrevocably repaid by the Recipient to the GTIB, and the period of time set forth in **Paragraph 7.3 (Records Retention)** has expired, this Agreement shall terminate.

17. **SPECIAL CONDITIONS**. Any special conditions applicable to this Agreement are set forth in **Exhibit H**, which is attached hereto and incorporated herein.

18. **SIGNS**. GTIB shall have the right to erect one or more signs on the Project publicizing its financing of the Project. The content and location of the signs shall be in GTIB's sole discretion provided that the signs shall not violate any local or state law regarding the size, content and location of the signs, and further provided that the location of the signs does not reasonably interfere with the construction of the Project. The signs shall remain posted on the Project until the completion of the Project in its entirety. If Recipient erects signage on or about the Project, on which Recipient's name or logo is to be placed, Recipient will also place SRTA's logo on such signage. Recipient will coordinate all aspects of signage with SRTA's Director of Marketing and Communication prior to ordering any such signs.

19. **FULL FAITH AND CREDIT**. To the extent permitted by law, the obligations and debt incurred by Recipient under this Agreement shall be backed by the full faith, credit and taxing power of the Recipient.

20. **EXHIBITS**. The following Exhibit is incorporated by reference into and made a part of this Agreement:

Exhibit C- Grant Application

The following Exhibits are attached hereto and incorporated into the Agreement:

Exhibit A- Definitions

Exhibit B- Project Information

Exhibit D- State Auditor Certificate

Exhibit E- Quarterly Project Status Update

Exhibit F- Draw Request

Exhibit G- Engineer Certification

Exhibit H- Special Conditions

Exhibit I- Georgia Environmental Protection Act

21. MISCELLANEOUS PROVISIONS.

21.1. Parties Bound. This Agreement will bind the respective heirs, executors, administrators, legal representatives, successors, and assigns of each Party.

21.2. Time of the Essence; Force Majeure. Time is of the essence for this Agreement. However, neither Party shall be liable to the other Party for any delay or failure of performance due to Force Majeure events. *Force Majeure* means any cause beyond the control of either Party, including but not limited to: (i) a tornado, flood or unusual weather occurrence, landslide, earthquake, fire or other casualty, strike or labor disturbance, freight embargo, act of a public enemy, explosion, war, blockade, terrorist act, insurrection, riot, general arrest or

restraint of government and people, civil disturbance or similar occurrence, or sabotage; or act of God provided that the Recipient shall not be required to settle any strike or labor disturbance in which it may be involved or (ii) the order or judgment of any federal, state or local court, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the Party claiming Force Majeure and such Party does not control the administrative agency or governmental officer or body; provided that the diligent contest in good faith of any such order or judgment shall not constitute or be construed as a willful or negligent action or a lack of reasonable diligence of the Party claiming Force Majeure.

21.3. Governing Law and Venue. This Agreement shall be governed by Georgia law without regard to its conflict of laws rules. Venue shall be exclusively in the Superior Court of Fulton County, Georgia and the Parties consent to venue and jurisdiction in such court to the fullest extent permitted by law for any and all claims related to this Agreement.

21.4. Assignment. Recipient may not assign all or part of this Agreement to a third party without the prior written permission of GTIB, which may be granted or refused at the sole discretion of GTIB. Any assignment made in violation of this paragraph is hereby declared null and void.

21.5. Notices. All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and transmitted via hand delivery, overnight courier, or certified mail (return receipt requested), to the Parties at the respective addresses set forth below. Notices will be deemed to have been given when received, or in the event of refusal to accept delivery, the day of the first attempt to deliver.

For GTIB:

State Road and Tollway Authority c/o GTIB
245 Peachtree Center Avenue,
Suite 2200
Atlanta, Georgia 30303
Phone: (404) 893-6100
Email: ctreadway@srta.ga.gov

For the Recipient:

Spalding County
William Wilson, Jr., County Manager
P.O. Box 1087,
Griffin, Georgia 30224
(770) 467-4233
wwilson@spaldingcounty.com

21.6. Compliance with Laws; Taxes. The Recipient will pay all taxes lawfully imposed upon it that may arise with respect to this Agreement.

21.7. Remedies Cumulative. The rights and remedies of the GTIB under this Agreement are cumulative of one another and with those otherwise provided by law or in equity.

21.8. Waiver and Severability. The waiver by the GTIB of a breach of any provision of this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision of this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver shall establish a course of performance between the Parties contradictory to the terms hereof. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed so as to carry out the full intention of the Parties.

21.9. No Third Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits by reason of this Agreement.

21.10. Recitals. The recitals set forth in the beginning of this Agreement are true and correct and are hereby incorporated into this Agreement.

21.11. Interpretation. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise require. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation." Unless the context shall otherwise require, references to any Person or Party shall be deemed to include such Person's or Party's successors and permitted assigns. The headings or titles of this Agreement, its sections and exhibits are for convenience of reference only and shall

not define or limit its provisions. Unless the context shall otherwise require, all references to any resolution, contract, agreement, lease or other document shall be deemed to include any amendments or supplements to, or modifications or restatements or replacements of, such documents that are approved from time-to-time in accordance with the terms thereof.

21.12. Counterparts. The Parties may execute this Agreement in counterparts.

21.13. Negotiated Agreement. In the event this Agreement must be interpreted by a court of competent jurisdiction pursuant to **Paragraph 21.3 (Governing Law and Venue)**, the Parties expressly agree that this is a negotiated Agreement that will not be construed against one Party over the other Party because such Party drafted the Agreement.

21.14. Survival. **Sections 7 (Accountability), 8 (Payment), 10 (Waiver/Indemnification), 12 (Laws, etc.), 14 (Warranty), 15 (Events of Default/Remedies), 17 (Special Conditions), 19 (Full Faith and Credit), and 21 (Miscellaneous Provisions)** shall survive the termination for whatever reason of this Agreement.

21.15. Entire Agreement; Amendment. This Agreement contains the entire agreement between the Parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the Parties, whether oral or written. The GTIB shall not be bound by any terms and conditions included in any packaging, invoice, catalog, brochure, technical data sheet, or other document furnished by the Recipient to the GTIB that attempts to impose any condition in variance with or in addition to the terms and conditions contained herein. All such terms and conditions are hereby declared null and void. No amendment to this Agreement shall be valid unless made in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have signed, sealed and executed this Agreement as of the Effective Date.

Recipient (SEAL) Georgia Transportation Infrastructure Bank

By: _____
Name:
Title:

By: _____
Christopher S. Tomlinson, Executive Director

Attest: _____

Attest: _____

Approved as to form:

Recipient's Attorney

James R. Fortune, Jr., County Attorney

EXHIBIT A

Definitions

“Business Day” means Monday through Friday excluding state recognized holidays.

“Days” means calendar days unless otherwise specified in this Agreement.

“Draw Request” means the form attached as **Exhibit F**.

“Effective Date” means the date set forth in the Preamble of this Agreement.

“Event of Default” has the meaning assigned to it in **Section 14**.

“Expiration Date” means the third (3rd) anniversary of the Effective Date.

“Grant Amount” has the meaning assigned to it in **Exhibit B**.

“Grant Application” means **Exhibit C**.

“Grant Contingency Funds” has the meaning assigned to it in **Section 5**.

“Grant Documents” means collectively this Agreement and the Grant Application.

“Grant Purpose” has the meaning assigned to it in **Exhibit B**.

“GTIB Parties” means the State, the Georgia Transportation Infrastructure Bank, SRTA, and their agents, employees, directors, officers, board, assigns, and designees.

“Project” means the project listed in **Exhibit B**.

“Project Budget” means the estimated total cost of the Project as set forth in **Exhibit B**.

“Project Scope” has the meaning assigned to it in **Exhibit B**.

“State” means the State of Georgia.

EXHIBIT B

PROJECT INFORMATION

Project Name:	North Hill Street at East McIntosh Road
Project Location:	Spalding County, Georgia
Project Scope:	Project will correct existing design deficiencies at the intersection of North Hill Street and East McIntosh Road, which intersects at an unsafe angle. Project will realign N. Hill Street to the west of the current location to reduce the skew to an acceptable angle. Project was identified as part of studies that originated from the North Hill LCI study, which focused on economic redevelopment along the corridor.
Grant Amount:	Nine Hundred Fifteen Thousand Two Hundred Fifty One Dollars and Twenty-Five Cents (\$915,251.25)
Grant Purpose:	To fund a portion of the right-of-way and construction cost for the project.
Project Completion Date:	April 2019
Project Budget:	One Million Five Hundred Thirty-Three Thousand One Hundred Seventy One Dollars and No Cents (\$1,533,171)

A breakdown of the Project Budget is as follows:

ITEM	TOTAL	GTIB FUNDS
Preliminary Engineering	\$176,989	N/A
Right-of-Way	\$250,000	\$183,050.25
Construction	\$1,106,182	\$732,201.00
ESTIMATED TOTAL COST	\$1,533,171	\$915,251.25

EXHIBIT C
Grant Application

**Recipient's Grant Application
is incorporated herein by reference.**

EXHIBIT D

State Auditor Certificate

INSTRUCTIONS TO STATE OF GEORGIA GRANT CERTIFICATION FORMS AND AFFIDAVITS REQUIRED BY THE OFFICIAL CODE OF GEORGIA ANNOTATED, SECTION 36-81-8.1

As required by O.C.G.A. § 36-81-8.1, each grant of state funds to a local government from the Governor's Emergency Fund or from a special project appropriation shall be conditioned upon the receipt by the State Auditor of a properly completed grant certification form. This means Recipient must certify it has contracted with Subrecipient and Subrecipient has applied Grant Funds paid to Subrecipient to services for Recipient in accord with the Grant Purpose and the agreement between Recipient and Subrecipient. As explained immediately below, in the case of grants in excess of \$5,000, Recipient's certification must be verified by audit, and in the case of grants of \$5,000 or less, Recipient's certification must be supported by Subrecipient's affidavit.

One grant certification form should be prepared for each grant awarded to the local government. The grant certification form(s) should be submitted to the State Auditor with one copy of the annual (or, when allowed, biennial) audit report. Questions concerning the preparation and submission of this form should be referred to the Nonprofit and Local Government Audits Division of the Georgia Department of Audits and Accounts.

Instructions for Completion

Identify the appropriate grant certification form to use. Three forms are available: Grant Certification Form for Local Government Recipient (with no subrecipient); Grant Certification Form for Local Government Recipient (with subrecipient); and Subrecipient Affidavit. Information included in this instruction package will provide guidance on the appropriate form(s) to be completed. All lines and all columns should be completed accurately. The form was designed as an Excel spreadsheet and may be completed by entering data in the appropriate cells. Edit checks are built into the spreadsheet to assist in the proper preparation of the form. If you would like to have the Excel file sent to you via e-mail, request the form by sending an e-mail to locgov@audits.ga.gov. Please note that one form should be submitted for each grant from the Governor's emergency fund or from a special project appropriation. A form must be submitted for each year in which the funds are expended or remain unexpended by the local government or its Subrecipient. Data should be provided in Column 1 for the fiscal year upon which the local government is reporting. Data in Column 2 should represent cumulative totals from the year of grant award through the fiscal year upon which data is provided in Column 1.

The appropriate officials should sign and date the section entitled "Certification of Local Government Officials".

- Where the grant is in excess of \$5,000 and is *not expressly* designated by the GTIB as involving a "subrecipient", as that term is defined in O.C.G.A. § 36-81-8.1(a), by use of a form expressly for subrecipient grants, the certification must be made by the recipient local government and by the local government auditor.
 - An example Independent Accountant's Report to be used when the local government is determined to be in compliance with the provisions of O.C.G.A. § 36-81-8.1 is included in this instruction package. If the government is not in compliance with these provisions, the AICPA's Codification of Standards for Attestation Engagements, Section 601 provides guidance on the appropriate reporting format.
- Where the grant in excess of \$5,000 *is designated* by the GTIB as involving a "subrecipient", as that term is defined in O.C.G.A. § 36-81-8.1(a), by the use of a grant form expressly for subrecipient grants, the certification by the local government auditor required by subsection O.C.G.A. § 36-81-8.1(b) may also be made by an in-house or internal auditor of the local government, who meets the education requirements contained in subparagraph (a)(3)(A) of Code Section 43-3-6. The in-house auditor must do more than confirm that Recipient has contracted with Subrecipient for Grant Purposes; the in-house auditor must take steps reasonable for an in-house auditor to confirm that Subrecipient is applying the Grant Funds as required by the Grant.
- Where the grant is for \$5,000 or less and is *not expressly designated* by the GTIB as involving a "subrecipient", as that term is defined in O.C.G.A. § 36-81-8.1(a), by the use of a grant form expressly for subrecipient grants:
 - Recipient local government must submit the properly completed grant certification form except that only the local government need certify, and the certification of an auditor is not required.
- However, if the grant for \$5,000 or less also *is designated* by the GTIB as involving a "subrecipient", as that term is defined in O.C.G.A. § 36-81-8.1(a), by the use of a grant form expressly for subrecipient grants, local government must also require the subrecipient to submit to local government a notarized affidavit.
 - The affidavit must be executed by the executive director, president, chairperson, chief executive officer, or other responsible party representing the subrecipient reasonably acceptable to Recipient, by whatever name or title, to whom the grant funds are disbursed.
 - The affidavit shall be in the form approved by the State Auditor.
 - Such affidavit shall be submitted annually (or biennially when allowed by O.C.G.A. § 36-81-7) for each year that grant funds are expended or remain unexpended according to a schedule established by the local government and shall be made on the form annexed below.
 - Local government must submit a true copy of the affidavit to the Department of Audits and Accounts when submitting its certification.

Mail the Grant Certification Form (including Independent Accountant's Report, report of in-house or internal auditor, and copy of affidavit as the case may be) with one copy of the audited annual financial report to:

State of Georgia, Department of Audits and Accounts
Nonprofit and Local Government Audits Division
270 Washington Street, S.W.
Room 1-156
Atlanta, Georgia 30334

If the local government meets the eligibility criteria for an agreed upon procedures engagement in accordance with the provisions of O.C.G.A. § 36-81-7, the local government is responsible for ensuring that the procedures performed by its independent certified public accountant are sufficient in scope to enable the CPA to complete the Independent Accountant's Report. These procedures include examination of grant application and award documentation to become familiar with the terms and conditions of the grant; verification of receipt of grant proceeds; and evaluation of the local

government's documentation of expenditures. The purpose of these procedures is to comply with the provisions of O.C.G.A. § 36-81-8.1, requiring certification that the grant funds were used solely for the express purpose or purposes for which the grant was made.

Whether the local government engages an independent certified public accountant to perform an audit or perform the agreed upon procedures, for purposes of meeting the requirements of O.C.G.A. § 36-81-8.1, the independent CPA should be engaged to examine management's assertion of compliance with the requirement to use grant funds solely for the express purpose or purposes for which the grant was made. The independent CPA should conduct the engagement in accordance with the standards for examination engagements for compliance attestation contained in the AICPA's Codification of Statements on Standards for Attestation Engagements. An example report is included in page 4 of these instructions.

This form along with the Independent Accountant's Report, report of in-house or internal auditor, or copy of affidavit, as the case may be, is required to be filed with the state auditor in conjunction with the annual audit for each year in which grant funds are expended or remain unexpended by the local government.

Questions concerning the provisions of O.C.G.A. § 36-81-8.1, the State of Georgia Grant Certification Form, the affidavit or attestation engagements should be referred to the Nonprofit and Local Government Audits Division, Georgia Department of Audits and Accounts, at the address listed above, telephone (404) 656-9145; fax (404) 651-5608; or e-mail locgov@audits.ga.gov.

**State of Georgia Grant Certification Form
Local Government Recipient**

Certification of Local Government Officials

I have reviewed the information presented above and certify that it is accurate and correct. I further certify that the proceeds of the grant award identified above were used solely for the express purpose or purposes for which the grant was made. I understand that the failure to comply with the requirements of Code Section 36-81-8.1 will result in a forfeiture of the state Grant and the return to the State of any such grant funds which have been received by the local government. Further, a grant recipient shall be ineligible to receive funds from the Governor's emergency fund or from a special project appropriation until all unallowed expenditures are returned to the State.

Signature of Chief Elected Official _____ Date: _____

Signature of Chief Financial Officer _____ Date: _____

**State of Georgia Grant Certification Form
Independent Accountant's Report**

We have examined management's assertion included in the accompanying State of Georgia Grant Certification Form(s) about *[name of government]*'s compliance during the fiscal year ended *[date]* with the requirement to use grant proceeds solely for the purpose or purposes for which the grant was made for each of the following grant award(s):

[Individually identify each grant award of Governor's emergency funds and/or special project appropriations.]

Management is responsible for *[name of government]*'s compliance with this requirement. Our responsibility is to express an opinion on management's assertion about *[name of government]*'s compliance based on our examination.

Our examination was conducted in accordance with the attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about *[name of government]*'s compliance with this requirement and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on *[name of government]*'s compliance with the specified requirement.

In our opinion, management's assertion that *[name of government]* complied with the aforementioned requirement during the fiscal year ended *[date]* is fairly stated, in all material respects.

This report is intended solely for the information and use of the Georgia Department of Audits and Accounts and the State grantor agency identified on the Grant Certification Form and is not intended to be and should not be used by anyone other than the specified parties.

[Signature]
[Date]

EXHIBIT E
Quarterly Project Status Update



GEORGIA TRANSPORTATION INFRASTRUCTURE BANK (GTIB)
Quarterly Project Status Update

DATE: ____/____/____

GTIB Awardee Name: _____

Name of Funded Project: _____

Award Date: _____ **Projected Completion Date:** _____

Current Phase of Project: ☐ PE ☐ Right-Of-Way Acquisition ☐ Construction

Current Status: (Please attach any supporting documents or related renderings, photos or images.)

**EXHIBIT F
DRAW REQUEST**

Form of Draw Request

Date

The Georgia Transportation Infrastructure Bank,
by and through the State Road and Tollway Authority
245 Peachtree Center Avenue, Suite 2200,
Atlanta, Georgia 30303

Re: Grant Agreement between The Georgia Transportation Infrastructure Bank, by and through the State Road and Tollway Authority ("GTIB") and _____ ("Recipient"), dated _____, 2017 ("Agreement")/ Draw Request No.:__*.

Dear Ms. Treadway:

Pursuant to the above-referenced Agreement, the Recipient hereby requests disbursement in the amount of \$_____ for Eligible Costs. Capitalized terms not specifically defined in this Request shall be given the same meaning as ascribed to them in the Agreement.

In connection with this Draw Request No.:__ the undersigned does hereby represent and certify the following:

1. The amounts previously disbursed under the Grant Agreement aggregate \$_____.
2. Time period covered by this Request is for work performed on the Project between _____, 201_ and _____, 201__.
3. The amounts hereby requested have been incurred by or on behalf of the Recipient for Eligible Costs on the Project.
4. The amounts hereby requested are "motor-fuel tax eligible" as set forth in O.C.G.A. §32-1-1 et.seq.
5. The amount of this Request, together with all prior Requests, does not exceed the amount of the Grant, and the amount of this Request together with the sum of all disbursements of the Grant proceeds made and to be made will not exceed the Grant Amount or the amount allocated for the applicable line item of the Budget as set forth in **Exhibit B** of the Agreement.
6. All amounts requisitioned hereunder are for Eligible Costs which have not been paid for or reimbursed by any previous disbursement from the Grant proceeds.
7. Each obligation for which a disbursement is hereby requested is described in detail in **Attachment 1** attached hereto together with the name and address of the person, firm or corporation to whom payment is due.
8. The bills, invoices or statements of account for each obligation referenced in **Attachment 1** are attached.
9. Each obligation mentioned in **Attachment 1** has been properly incurred, is a proper charge under the Agreement, and has not been the basis of any previous disbursement.

10. The Project has been, and is being, constructed in a manner consistent with all plans, specifications, engineering reports and facilities plans previously submitted to the GTIB and with good engineering practices.
11. The Recipient is in compliance with all of the terms and conditions of the Grant Agreement and any and all other loan agreements, grant agreements or any other financing agreements that affect the Project ("Other Agreements") and there does not currently exist an Event of Default under the Grant Agreement or an event of default under the Other Agreements or any event which with the giving of notice or the passage of time or both would constitute such an Event of Default or event of default.
12. The undersigned is duly authorized to execute and deliver this requisition on behalf of the Recipient.

This _____, 201_.

RECIPIENT NAME

By: _____
Name: _____
Title: _____

The Request for an Advance must be signed by the Chief Elected Official or by another officer or employee who has the written authority to execute on the Recipient's behalf.

* For each Request, the Recipient will insert a new number in chronological order.

**Attachment 1
To
Exhibit F
Draw Request**

Itemized Billing and Description of Work Performed.

Detailed Description of Item of Work Performed*	Date(s) Performed	Name and Address of Contractor	Total Amount Due**	Total Amount to be Paid from this Draw Request	Status of Ongoing Work (i.e., % to completion of task/milestone)	Phase of Work***

A complete description of the work performed or materials delivered shall include, at a minimum, an itemization of work performed or materials delivered the identification of line item set forth in **Exhibit B (Project Information), the status of the on-going work included in the draw request (i.e., the percent to completion of task or milestone), notification if a deliverable or milestone has been completed, and a detailed account or description of the work performed or materials delivered during the time period to further or complete the task milestone or deliverable.*

*** Seeks the total amount due to this contractor for this item of work performed during the period covered by this draw request.*

**** Seeks the line item, as set forth in the breakdown of the Project Budget in **Exhibit B** that the work for which payment is requested falls under.*

EXHIBIT G
Engineer's Certification

A.: If attached to a periodic payment:

Engineer's Letterhead

Date

Recipient: _____ (Must be the same name as in the Grant Agreement)
Project Name: _____ (Must be the same name as on Exhibit B)
Grant Amount: _____ (Must be the same amount as on Exhibit B)

(name of Engineering Firm or name of Engineer if a government employee), is the Project Engineer for the above-referenced Project. The undersigned hereby verifies that, based on personal knowledge and observation, the work set forth on the attached draw request (a) was performed according to the terms and conditions of the Georgia Transportation Infrastructure Bank Agreement for Grant Program between the Georgia Transportation Infrastructure Bank and _____ (name of Recipient) and (b) complies with all applicable federal, state and local laws, rules, regulations and ordinances related to the above-mentioned Project.

This certification is being given to and for the benefit of the Georgia Transportation Infrastructure Bank by and through the State Road and Tollway Authority.

(name of Engineering Firm)

By: _____
Name: _____
Title: _____

B. If attached to a request for final payment and construction is complete:

Engineer's Letterhead

Date

Recipient: _____ (Must be the same name as in the Grant Agreement)
Project Name: _____ (Must be the same name as on Exhibit B)
Grant Amount: _____ (Must be the same amount as on Exhibit B)

(name of Engineering Firm or name of Engineer if a government employee), is the Project Engineer for the _____ (name of Project), located at _____ (location). The undersigned hereby verifies that, based on personal knowledge and observation, the Project (a) was completed according to the terms and conditions of the Georgia Transportation Infrastructure Bank Agreement for Grant Program between the Georgia Transportation Infrastructure Bank and _____ (name of Recipient) and (b) complies with all applicable federal, state and local laws, rules, regulations and ordinances related to the above-mentioned Project.

This certification is being given to and for the benefit of the Georgia Transportation Infrastructure Bank by and through the State Road and Tollway Authority.

(name of Engineering Firm)

By: _____
Name: _____
Title: _____

EXHIBIT H

Special Conditions

No special conditions.

EXHIBIT I

Georgia Environmental Protection Act (O.C.G.A. §12-16-1, et seq.) (“GEPA”)

The Recipient may be required to comply with the provisions of GEPA. In determining whether the Recipient must comply with GEPA the Recipient should take into consideration many factors including the source of other funds (excluding GTIB funds) that the Recipient will use to fund the Project and whether a government entity that would otherwise be subject to GEPA requirements will let or otherwise perform construction on the Project. The Recipient should contact its legal counsel in order to determine whether Recipient must comply with the GEPA requirements as a result of the Grant.



SPALDING COUNTY BOARD OF COMMISSIONERS Request To Retire Service Animal

Requesting Agency

County Clerk

Requested Action

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

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

This transaction will be for retirement of K-9 Bella 7 years of service approx. 7 years old. The Spalding County Sheriff's Office is seeking to transfer ownership of the canine to the handler. This is customary due to the bond created between the handler and the canine. This canine has served the community well and has reached an age that it is not as able to meet the rigorous demands serving in this capacity. Bella is displaying hip problems that are not conducive to tracking. Average work life for a bloodhound is 8-9 years. Bella was donated to the Sheriff's Office.

Fiscal Impact / Funding Source

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

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Agenda Item Summary - K-9 Bella	7/27/2017	Backup Material

AGENDA ITEM SUMMARY
July 26, 2017

ITEM NUMBER: _____

ITEM SUMMARY:

Declare surplus, canine Bella.

SPECIAL CONSIDERATIONS OR CONCERNS:

This transaction will be for retirement of K-9 Bella 7 years of service approx. 7 years old. The Spalding County Sheriff's Office is seeking to transfer ownership of the canine to the handler. This is customary due to the bond created between the handler and the canine. This canine has served the community well and has reached an age that it is not as able to meet the rigorous demands serving in this capacity. Bella is displaying hip problems that are not conducive to tracking. Average work life for a bloodhound is 8-9 years. Bella was donated to the Sheriff's Office.

STAFF RECOMMENDATION:

Staff recommends approval

FINANCIAL IMPACT:

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

ATTACHMENTS:

none

Submitted by:

Sheriff Darrell Dix

Approved by:

William Wilson, County Manager



SPALDING COUNTY BOARD OF COMMISSIONERS 2017 Alcohol License New-Retail Sales of Beer and Wine

Requesting Agency

Office of Community Development/Business License Department

Requested Action

Consider approval of a new 2017 Alcohol Beverage License for Retail Sale of Beer and Wine for Sat Kaival Enterprises, LLC dba A-1 Food Mart located at 1650 N. Hill Street, Griffin, GA.

Requirement for Board Action

Pursuant to Spalding County Code of Ordinances, all new alcohol licenses must be approved by the Board of Commissioners

Is this Item Goal Related?

No

Summary and Background

The application for the new 2017 Alcohol License has been received in the Community Development Office. All criteria has been met for the issuance of the new license.

Fiscal Impact / Funding Source

Fees collected for new retail sale of beer and wine:

Sat Kaival Enterprises, LLC d.b.a. A-1 Food Mart \$600.00

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> William Wilson's Request for Approval	7/31/2017	Backup Material

SPALDING COUNTY

BOARD OF COMMISSIONERS

Bart Miller, CHAIRMAN
Rita Johnson, VICE CHAIRMAN
Raymond Ray
Gwen Flowers-Taylor
Donald Hawbaker



COUNTY MANAGER
William Wilson

COUNTY ATTORNEY
James R. Fortune, Jr.

MEMORANDUM

TO: Spalding County Board of Commissioners

FROM: William Wilson, County Manager

DATE: July 31, 2017

RE: New – Retail Sales – 2017 License

I am requesting your consideration to approve the request for a new 2017 Alcoholic Beverage License – Retail Sale of Beer and Wine for the following (all criteria has been met for renewal):

1. Sat Kaival Enterprises, LLC d.b.a. A-1 Food Mart located at 1650 N. Hill Street, Griffin, GA.

Complete application packets are available in the Community Development Office for review should you have any questions.

Your assistance in the above request is greatly appreciated.

WPW, JR./clt



SPALDING COUNTY BOARD OF COMMISSIONERS
One Day Alcohol License- Humane Society of Griffin
Spalding County, Inc.

Requesting Agency

Humane Society

Requested Action

Consider request of the Humane Society of Griffin Spalding County, Inc. for a letter stating that Spalding County has no objection to the State granting a one-day alcohol license for the Humane Society's Annual Chili Cook-Off to be held on Saturday, October 28th, 2017 at "The Pavilion" from 11:00 a.m. - 4:00 p.m.

Requirement for Board Action

All one-day alcohol license letters must be approved upon majority vote of the Board.

Is this Item Goal Related?

No

Summary and Background

The State requires organizations that wish to obtain a one day pouring permit to comply with any local regulations. The Humane Society of Griffin Spalding County, Inc. needs a letter from the County stating that the County does not issue one day permits and to acknowledge the County's support of the Society's efforts.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> One day Alcohol License Request - Humane Society of Spalding County, Inc.	7/19/2017	Backup Material



Humane Society of Griffin Spalding County, Inc.

July 19, 2017

Mr. William Wilson
Spalding County Manager
Spalding County Annex
Griffin, GA 30223

Dear William:

The Humane Society of Griffin-Spalding has scheduled the 20th Annual Chili Cook-Off for Saturday, October 28th, 2017 to be held at "The Pavillion" from 11:00 a.m. – 4:00 p.m. We are excited as this is our major fund raiser for the year.

We would like to request a one day permit for beer from the State but will need approval from the Spalding County Board of Commissioners.

If you should need any more information, please call me at 678-878-8338.

Thank you,

Deb Lamb President, Humane Society of Griffin
Spalding Co. Inc
enc/Copy of IRS 501 (c)3 Status

P.O. Box 758
Experiment, Georgia 30212

E.I.N. # 58-150-1038

501 (c)3 Non-Profit Status



SPALDING COUNTY BOARD OF COMMISSIONERS SCP Pod 38B Final Plat

Requesting Agency

Office of Community Development

Requested Action

Consider approval of final plat for Sun City Peachtree Subdivision - Pod 38B.

Requirement for Board Action

Appendix A. - Section 408

Is this Item Goal Related?

No

Summary and Background

Request from Pulte Home Company for final plat approval has been received in the Community Development Office.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

APPROVAL - ALL CRITERIA HAS BEEN MET FOR APPROVAL OF FINAL PLAT.

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> C.Jacobs memo BOC met requirements	7/31/2017	Backup Material
<input type="checkbox"/> Pod 38B Final Plat	7/31/2017	Backup Material




SPALDING COUNTY

COMMITTED TO EXCELLENCE

Memorandum

TO: William P. Wilson, Jr.
County Manager

FROM: Chad Jacobs 
Community Development Director

DATE: August 7, 2017

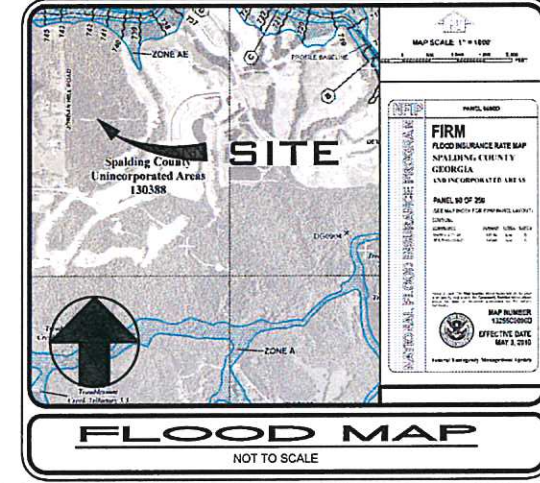
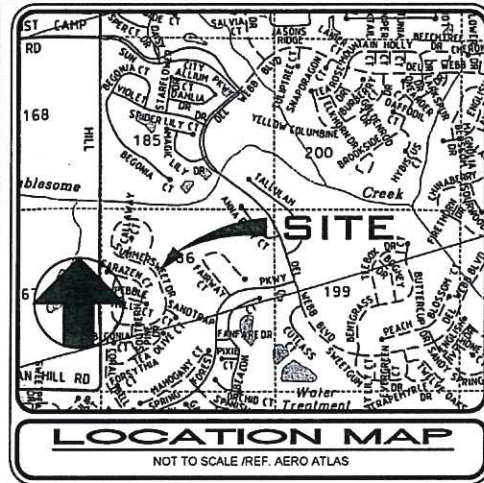
SUBJECT: Sun City Peachtree Subdivision – Pod 38B

Please note that the applicant has met all requirements for final plat approval for Sun City Peachtree Subdivision – Pod 38B, and all departments and agencies have approved the plat as well as physical improvements on site.

CJ/clm

FINAL PLAT
SUN CITY PEACHTREE
POD 38B

LAND LOT 186
3RD DISTRICT
SPALDING COUNTY, GEORGIA



PULTE HOMES
OWNER'S CERTIFICATE

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

OWNER(S) (Signature of Property Owner)

DATE: ___/___/___

SURVEYOR'S CERTIFICATE

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

Barron M. Dunn, GEORGIA RLS NO. 3351
FOR THE FIRM TRAVIS PRUITT & ASSOCIATES, INC.

ENGINEER'S CERTIFICATE

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

Andrew G. Blakey, P.E. NO. 24140
FOR THE FIRM TRAVIS PRUITT & ASSOCIATES, INC.

COMMISSION CERTIFICATE

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

CHAIRMAN
SPALDING COUNTY
BOARD OF COMMISSIONERS

DATUM:

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

FLOOD HAZARD NOTE:

THIS PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD HAZARD ZONE AS DEFINED BY THE F.E.M.A. FLOOD INSURANCE RATE MAP OF SPALDING COUNTY, GEORGIA, COMMUNITY PANEL NUMBER 13255C0090D, DATED MAY 3, 2010.

SURVEYOR CERTIFICATIONS

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

Barron M. Dunn Ga. RLS No. 3351
Date

GENERAL NOTES:

- LAND USE: SINGLE FAMILY RESIDENTIAL.
- ALL ELEVATIONS ARE REFERENCED TO MEAN SEA LEVEL DATUM.
- THIS PROJECT IS SERVED BY THE FOLLOWING UTILITIES:
WATER - SPALDING COUNTY WATER AND SEWERAGE AUTHORITY
SEWER - COMMUNITY SERVICES, LLP
GAS - ATLANTA GAS LIGHT COMPANY
ELECTRICITY - CENTRAL GEORGIA EMC
TELEPHONE - AT&T
CABLE - COMCAST
- ALL UTILITIES ARE UNDERGROUND.
- STORM DRAINAGE SHALL EXTEND AT LEAST THIRTY (30) FEET BEYOND THE MINIMUM REQUIRED FRONT YARD SETBACK.
- AT THE TIME OF RECORDING, IRON PINS (1/2" REBAR), WERE SET AT THE REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
- ALL ROADS TO BE A 50' RIGHT-OF-WAY, EXCEPT OTHERWISE NOTED.
- ALL LOTS SHALL HAVE A 5' PRIVATE DRAINAGE EASEMENT ALONG THE SIDE AND REAR PROPERTY LINES FOR THE MAINTENANCE OF LOT DRAINAGE, UNLESS OTHERWISE SHOWN HEREON.
- ALL OPEN SPACE SHOWN ON THIS PLAT WILL BE DEDICATED TO SUN CITY PEACHTREE COMMUNITY ASSOCIATION, INC.
- THIS SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED ON 11-06-2007, DEED BOOK 3179, PAGE 171.
- ALL SEWER LATERALS "WYED" INTO MAIN.
- ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
- ALL PIPE LENGTHS ARE SCALED LENGTHS FROM CENTER OF STRUCTURE.
- SANITARY SEWER IS GRAVITY FLOW.
- CLEAN OUTS TO BE MAINTAINED AT GRADE, AND ARE THE PROPERTY OWNER'S RESPONSIBILITY TO INSURE ACCESSIBILITY AT ALL TIMES.
- STREAM BUFFER EASEMENTS ARE TO REMAIN IN A NATURAL AND UNDISTURBED CONDITION.
- A 25-FOOT UNDISTURBED BUFFER SHALL BE MAINTAINED ADJACENT TO ALL STREAMS.
- BUILDING MUST BE ORIENTED TOWARD STREET.
- ALL DRAINAGE EASEMENTS OUTSIDE OF THE R/W ARE PRIVATE DRAINAGE EASEMENTS AND SHALL BE DEDICATED TO AND MAINTAINED BY SUN CITY PEACHTREE COMMUNITY ASSOCIATION, INC. THIS SHALL INCLUDE ALL PIPE AND STRUCTURES LOCATED OUTSIDE THE R/W.
- NO VISIBLE EVIDENCE OF UNDERGROUND STORAGE TANKS, HAZARDOUS MATERIAL, OR WASTE DISPOSAL AREAS EXIST.
- THE FINISHED FLOOR ELEVATION OF ANY HOUSE MUST BE A MINIMUM OF FOUR (4) FEET ABOVE THE 100 YEAR FLOOD ELEVATION.
- FOR LOTS UPSTREAM OF CULVERT ROAD CROSSINGS, THE FINISHED FLOOR ELEVATIONS SHALL BE NO LESS THAN ONE (1) FOOT ABOVE THE LOW POINT IN THE ROAD.
- SPALDING COUNTY PERSONNEL AND/OR AGENTS AND COMMUNITY SERVICES, LLP PERSONNEL AND/OR AGENTS HAVE FREE AND TOTAL ACCESS TO AND ACROSS ALL PUBLIC EASEMENTS.
- STATE LAW PROHIBITS THE PRIVATE CONSTRUCTION, PLANTING OR OTHERWISE MAKING IMPROVEMENTS ON THE DEDICATED RIGHT-OF-WAY. RESPONSIBLE PARTY FOR REPAIR OF ANY DAMAGE TO SUCH IMPROVEMENTS, INCLUDING DECORATIVE STREET SIGNS AND PAVERS, SHALL BE THE SUN CITY PEACHTREE COMMUNITY ASSOCIATION, INC.
- SPALDING COUNTY ASSUMES NO RESPONSIBILITY FOR THE OVERFLOW OR EROSION OF NATURAL OR ARTIFICIAL DRAINS BEYOND THE POINTS SHOWN ON THIS PLAT AND AS REQUIRED BY THE SPALDING COUNTY SUBDIVISION ORDINANCE.
- ALL COMMON AREAS, OPEN SPACE, AMENITIES, SIGN, FENCE AND LANDSCAPE MAINTENANCE EASEMENTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- FOR ALL LOTS SURFACE WATER MAY DRAIN ALONG SIDE LOT LINES AND REAR LOT LINES OF ADJACENT LOTS. NO OWNER OR RESIDENT MAY BLOCK, DIVERT OR OTHERWISE IMPIDE SURFACE WATER DRAINAGE WITHIN 5' OF A SIDE LOT LINE, WITHIN 10' OF A REAR LOT LINE OR WITHIN 20' OF A REAR LOT LINE THAT IS ALONG THE EXTERIOR BOUNDARY OF THE COMMUNITY.
- UNLESS OTHERWISE SPECIFIED, ALL DISTANCES AS SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET (39.37 INCHES = 1 METER).
- THERE ARE STATE WATERS WITHIN 200 FEET OF THE SITE.
- THE FIELD DATA UPON WHICH THIS SURVEY IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000 FEET, AN ANGULAR ERROR OF 5" PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. ANGULAR AND LINEAR MEASUREMENTS WERE MADE USING A TRIMBLE 5603 ROBOTIC TOTAL STATION. A PORTION OF THIS SURVEY WAS PERFORMED USING A TRIMBLE R8 GPS RECEIVERS WITH NETWORK ADJUSTED REAL TIME KINEMATIC MEASUREMENTS REFERENCED TO THE EGPS NETWORK. THE GPS SURVEY INCLUDED REDUNDANT MEASUREMENTS WITH POSITIONAL ACCURACY BETTER THAN 0.07". THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 985,070 FEET.



Pulte Home Company LLC
GA Division Office:
2475 Northwinds Pkwy | Suite 600 | Alpharetta, GA 30009
Pulte.com/Atlanta

SHEET INDEX

SHEET No.	DESCRIPTION
1	COVER
2	OVERALL PLAN
3	FINAL PLAT

WETLAND NOTE:

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

BOUNDARY NOTE:

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

© Copyright 2017
Travis Pruitt & Associates, Inc.
THESE DRAWINGS AND THEIR REPRODUCTIONS ARE THE PROPERTY OF THE ENGINEER AND MAY NOT BE REPRODUCED, PUBLISHED, OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF THIS ENGINEER.

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

REVISIONS



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

Contact Person: ANDREW BLAKEY
Certificate of Authorization Number 613



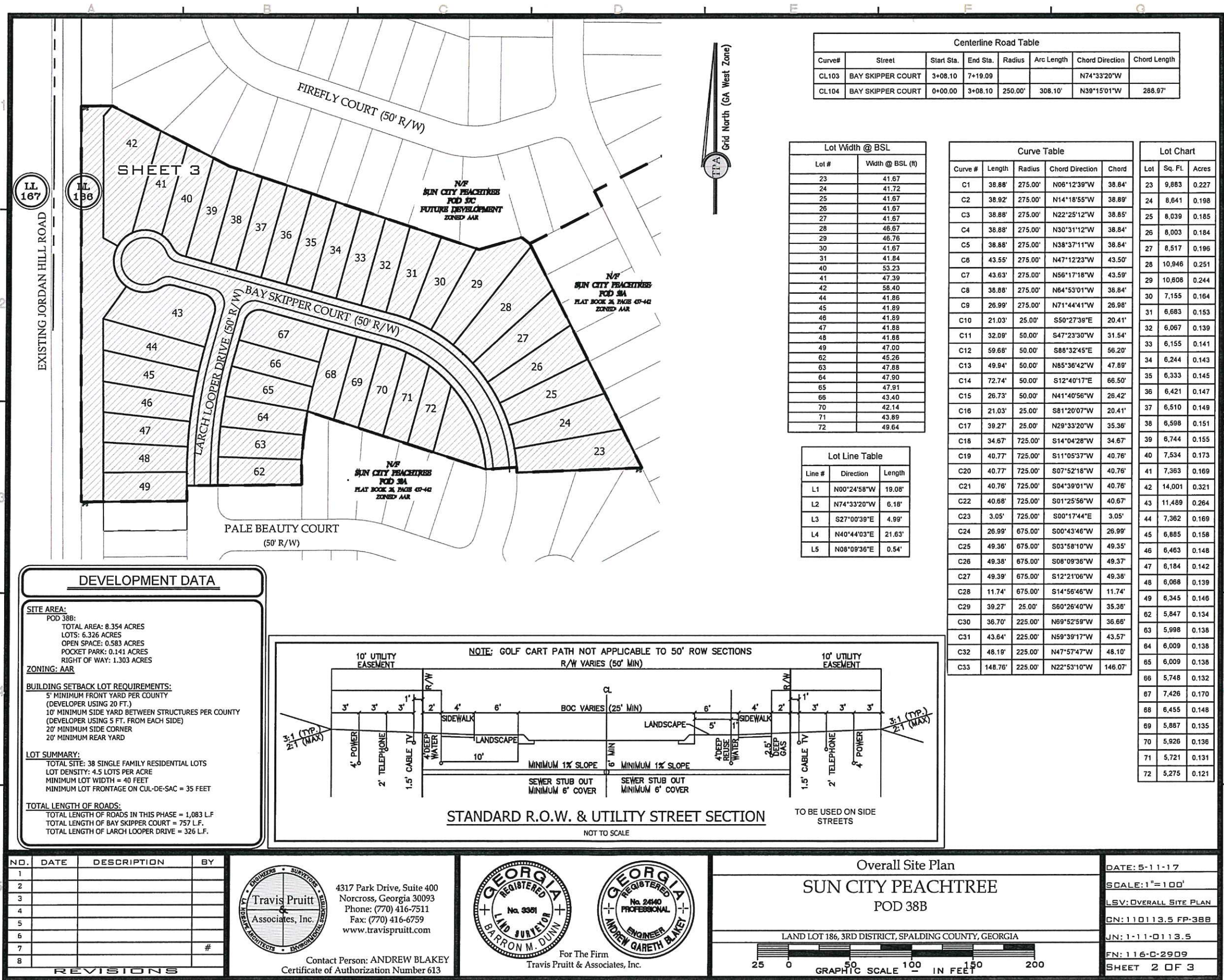
For The Firm
Travis Pruitt & Associates, Inc.



COVER
SUN CITY PEACHTREE
POD 38B

LAND LOT 186, 3RD DISTRICT, SPALDING COUNTY, GEORGIA
This survey was prepared in conformity with The Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.

DATE: 5-11-17
SCALE: N/A
LSV: COVER
CN: 110113.5 FP-38B
JN: 1-11-0113.5
FN: 116-C-2909
SHEET 1 OF 3





SPALDING COUNTY BOARD OF COMMISSIONERS SCP Pod 38B Right-of-Way Deed

Requesting Agency

Office of Community Development

Requested Action

Consider acceptance of Right-of-Way Deed for Pod 38B (Sun City Peachtree).

Requirement for Board Action

Appendix A. - Section 408

Is this Item Goal Related?

No

Summary and Background

Request from Pulte Home Company for acceptance of Right-of-Way Deed for Pod 38B - Bay Skipper Court and Larch Looper Drive has been received in the Community Development Office.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

APPROVAL - ALL CRITERIA HAS BEEN MET FOR ACCEPTANCE OF RIGHT-OF-WAY DEED.

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Memo from Tim Crane Acceptance Pod 38B	7/17/2017	Backup Material
<input type="checkbox"/> Subdivision/Right-of-Way Deed	7/17/2017	Backup Material



Timothy A. Crane
Interim Public Works Director

TO: Chad Jacobs
Community Development Director

FROM: Tim Crane 
Interim Public Works Director

DATE: July 12, 2017

RE: Sun City Peachtree Pod 38-B

I have inspected Pod 38-B with Scott Sullivan and it is ready for acceptance by Spalding County.

If I can be of any further assistance, please contact me.

TC/ap

cc: William Wilson, County Manager
Eric Mosely, Assistant County Manager

SPALDING COUNTY, GEORGIA

SUBDIVISION/ RIGHT-OF-WAY DEED

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

WITNESSETH:

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

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

All that tract or parcel of land lying and being in Land Lot(s) 185 & 186, of the 3rd District(s), Spalding County, Georgia, as shown by plat of survey of: **Sun City Peachtree Pod 38B**, recorded in Plat Book _____, Page _____, Spalding County Records.

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

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

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

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

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

Street Names:

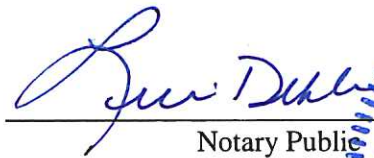
Bay Skipper Court
Larch Looper Drive




Witness

Signatures


Pulte Home Company, LLC
a Michigan LLC



Notary Public



Jason Garrett,
Dir. VP Land Planning & Development





SPALDING COUNTY BOARD OF COMMISSIONERS
Street Lighting District - Pod 38B

Requesting Agency

Office of Community Development

Requested Action

Set a date for a Public Hearing to establish a street lighting district for Sun City Peachtree - Pod 38B.

Requirement for Board Action

Chapter 6. Section 4-6004.

Is this Item Goal Related?

No

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Suggest August 21, 2017 meeting for public hearing.



SPALDING COUNTY BOARD OF COMMISSIONERS Addendum to the SAVE Program

Requesting Agency

Human Resources

Requested Action

Consider approval of Addendum to the SAVE (Systematic Alien Verification for Entitlements) Program Memorandum of Understanding for FY 2018.

Requirement for Board Action

Use of the federal SAVE program is required by the Georgia Security and Immigration Compliance Act. This memorandum has to be signed annually and according to Wendy Law, Human Resources Director, it is estimated that we will spend \$300 for the fiscal year verifying legal status of non-US citizen applicants for public benefits, such as alcohol & business licenses and employee benefits.

Is this Item Goal Related?

No

Summary and Background

Spalding County, as well as all Georgia counties, is required to use the SAVE (Systematic Alien Verification for Entitlements) Program to verify lawful presence of all applicants for "public benefits".

Fiscal Impact / Funding Source

\$300 per year and was budgeted in the FY 2018 Budget.

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> 2018 SAVE Program Addendum	7/25/2017	Backup Material



Anticipated Collections Addendum from Non-Federal Sources

Please provide the information requested in the table below. This information will be used to complete your Memorandum of Agreement (MOA). See Page 2 for additional instructions and an explanation of terms.

1. Agency Information	
Agency Name:	Spalding County Board of Commissioners
Tax Identification Number (TIN):	58-60000886
Data Universal Numbering System (DUNS) or Business Partner Network (BPN) Number:	066473158
2. Billing (Accounts Payable) Point of Contact (POC) Information	
Name:	Tina Ackiss
Phone Number (xxx-xxx-xxxx):	770-467-4215
Fax Number (xxx-xxx-xxxx):	770-467-4227
E-mail Address:	tackiss@spaldingcounty.com
Address:	119 East Solomon Street
Address (2nd line):	P.O. Box 1087
City, State, Zip Code:	Griffin, GA 30224
3. Customer Payment and Budgeting Information	
Purchase Commitment Number:	N/A
Payment Method:	Check
Amount Obligated (Budgeted):	300
Funds Expiration Date:	6/30/18
4. Program POC	
Name:	Wendy H. Law
Phone Number (xxx-xxx-xxxx):	770-467-4221
E-mail Address:	wlaw@spaldingcounty.com

This addendum will commence as soon as all signatures are obtained in accordance with the Memorandum of Agreement. Both parties must agree to any amendments prior to their implementation in accordance with the Memorandum of Agreement.

Bart Miller
Chairman, Board of Commissioners

Alissar Rahi
Chief, SAVE Program, DHS USCIS

Date

Date

Internal SAVE Use ONLY
Agency High Level Identifier:

INSTRUCTIONS FOR COMPLETING THIS ADDENDUM

1. Type or legibly print the information requested. See below for an **Explanation of Terms**.
2. Have your agency's authorized signatory sign and date the Addendum.
3. Return the Addendum to your SAVE Program Agency Manager via e-mail, or fax (802) 860-6907 or U.S. mail to:

SAVE Program
U.S. Citizenship and Immigration Services
Department of Homeland Security
10 Fountain Plaza
Buffalo, NY 14202

If you require an original signature from the SAVE Program Chief on your copy of this Addendum, please mail your signed Addendum to:

SAVE Program
U.S. Citizenship and Immigration Services
MS2620
Department of Homeland Security
Washington, DC 20529-2620

****Do not send any payment along with this ACA; you will receive a monthly bill for any use.**

EXPLANATION OF TERMS

¹DUNS or BPN Number: This field may be left blank if your agency does not have a DUNS or BPN number.

²Purchase Commitment Number: This field may be left blank if your agency does not use this number or a similar identifier.

³Amount Obligated (Budgeted): This amount may be an estimate, though SAVE recommends a minimum of \$300 per year (calendar or fiscal), which is equal to \$25 per month and is the minimum amount your agency can be invoiced in a single month (unless you do not submit a single query).

⁴Funds Expiration Date: This date is the time at which your agency's obligated funding amount runs out. This may be the end of the SAVE Program fiscal year (for example, September 2011), the end of your fiscal year, or the end of the calendar year.



SPALDING COUNTY BOARD OF COMMISSIONERS Water & Sewerage Facilities Authority CDBG Grant

Requesting Agency

County Manager

Requested Action

Consider approval of Allen-Smith Consulting to administer the FY2018 CDBG Grant and Paragon Consulting to provide the Engineering Services for the FY2018 CDGB grant for the Spalding County Water & Sewerage Facilities Authority Dundee Mill Village Sewer Project.

Requirement for Board Action

BOC must approve grant administration and engineering services for this project.

Is this Item Goal Related?

No

Summary and Background

The Spalding County Water & Sewer Facilities Authority is proposing to use CDBG funds to address sewer issues in the Dundee Mills Area. The Water & Sewerage Facilities Authority needs the BOC's approval to have an application prepared and submitted under the County's name.

Fiscal Impact / Funding Source

All fees associated with the application for the grant and engineering for the project will be paid by the SCWA.

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Grant Admin letter	8/3/2017	Backup Material
<input type="checkbox"/> Attorney Letter	8/3/2017	Backup Material
<input type="checkbox"/> Engineering Proposal Evaluations	8/3/2017	Backup Material



BOARD OF COMMISSIONERS

Bart Miller, CHAIRMAN
Raymond Ray, VICE CHAIRMAN
Gwen Flowers-Taylor
Donald F. Hawbaker
Rita C. Johnson

COUNTY MANAGER
William P. Wilson, Jr.

ASSISTANT COUNTY MANAGER
Eric L. Mosley

COUNTY ATTORNEY
James R. Fortune, Jr.

August 2, 2017

Mr. Steed Robinson, Director
Office of Community Development
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329-2231

**Re: Spalding County FY2018 CDBG Project
Sole Source Request for Grant Administration**

Dear Mr. Robinson:

On behalf of Spalding County, I respectfully request approval to use the Sole Source method of procurement for grant administration services for the above referenced project that the County is currently working on.

We advertised a Request for Qualifications and Proposals Notice for Grant Administration on GLGA.gov, on June 28, 2017, and also emailed RFQP Notices to seven (7) reputable grant administration firms with attached Statement of Qualifications form and Section 3 Solicitation Package. The seven (7) grant administration firms we emailed requests are as follows:

1. Allen-Smith Consulting
2. Associates in Local Government Assistance
3. Bob Roberson and Associates, Inc.
4. Carol's Consulting Grant Management
5. Grant Specialists of Georgia
6. The Steedley Firm
7. Varnadoe and Associates

Even with these efforts, we received only one proposal; this proposal was from Allen-Smith Consulting.

The County is requesting DCA's approval to enter into an agreement with Allen-Smith Consulting of Monroe, Georgia, for grant administration services for our FY2018 CDBG project, if funded, for an amount acceptable to the Georgia Department of Community Affairs and the County.

We believe the Sole Source method of procurement for grant administration services is warranted in this situation due to the following reasons:

1. The County advertised the Request for Qualifications and Proposals on June 28, 2017, on GLGA.gov and emailed the request to seven qualified grant administration firms. Only one proposal was received. **See Enclosed Solicitation Documentation.**
2. Allen-Smith Consulting is a responsible grant administration firm which possesses the necessary skills and experience to carry out our proposed project.
3. Allen-Smith Consulting is very knowledgeable of the County's projects and our community and has administered other grants for the County in a very professional and timely manner.

We hope the aforementioned reasons for considering the Sole Source method of procurement are acceptable to the Department of Community Affairs.

Please review this letter of request and advise us of your decision. Please call us if you need additional information.

Sincerely,

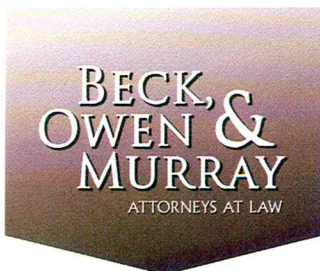
Bart Miller, Chairman
Spalding County, Georgia

Enclosures

cc: Ms. Morgan Arnold, Allen-Smith Consulting, Inc.

*JAMES R. FORTUNE, JR.
*WILLIAM M. DALLAS III
*STEPHANIE W. WINDHAM

*AV PREEMINENT®
MARTINDALE-HUBBELL®
PEER REVIEW RATING™



CHARLES D. JONES
JANICE M. WALLACE
JOEL P. PURSER
KARL P. BRODER

August 2, 2017

Mr. Steed Robinson, Director
Office of Community Development
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329-2231

**RE: Spalding County FY2018 CDBG Project
Procurement Selection Legal Certification**

Dear Mr. Robinson:

This letter is being provided to verify that Spalding County followed all of the necessary requirements for the recommendation and selection of Allen-Smith Consulting, Inc. as the County's administrator for the above referenced grant, if funded.

The County adhered to the Federal Procurement Process (CFR 24, Part 85) for "Competitive Negotiations" as is instructed by the Georgia Department of Community Affairs in the CDBG Recipients' Manual. The County advertised a Request for Qualifications and Proposals (RFQP) on GLGA.gov on June 28, 2017, and emailed a copy of the RFQP with corresponding attachments to seven (7) firms on June 28, 2017. Only one firm, Allen-Smith Consulting, submitted a proposal for this project.

Please contact me if you have any questions regarding this letter or the process.

Very truly yours,

A handwritten signature in blue ink, appearing to read "James Fortune", is written over the typed name and title.

James Fortune, Attorney at Law
Spalding County, Georgia

cc: Ms. Kathy Gibson, Spalding County

FY2018 CDGB Engineering Services Bid Results

Criteria	AMT Engineers	Falcon Design	Paragon Consulting	K&L Engineering
Ability to Provide the disciplines necessary for this project.	6	3	6	3
Firm's experience with this type of project.	4	0	6	6
Has Firm had experience with Community Development Block Grant (CDBG) Projects?	6	6	6	1
Totals	16	9	18	10



SPALDING COUNTY BOARD OF COMMISSIONERS TSPLOST IGA

Requesting Agency

County Manager

Requested Action

Consider resolution authorizing execution of contract with the Cities of Griffin, Orchard Hill and Sunny Side for a Transportation Special Purpose Local Option Sales Tax.

Requirement for Board Action

Is this Item Goal Related?

No

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Resolution and IGA	8/7/2017	Cover Memo

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SPALDING COUNTY, GEORGIA AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITIES OF GRIFFIN, SUNNY SIDE AND ORCHARD HILL, GEORGIA; AND FOR OTHER PURPOSES

WHEREAS, Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the "Act"), provides for the creation of a special district in each county in the State of Georgia and authorizes the imposition of a one percent transportation sales and use tax (the "Transportation Sales and Use Tax") in such district, the proceeds of which shall be used only for transportation purposes; and

WHEREAS, Spalding County, Georgia (the "County"), the City of Sunny Side, Georgia, the City of Orchard Hill, Georgia and the City of Griffin, Georgia propose to enter into a Transportation Special Purpose Local Option Sales Tax Intergovernmental Contract (the "Contract"), for the purpose of specifying the duration of the imposition of such Transportation Sales and Use Tax, the projects to be funded with such Transportation Sales and Use Tax, providing for the distribution of the proceeds of the Transportation Sales and Use Tax between the Cities and the County, and providing for the issuance by the County of the Bonds referred to therein; and

WHEREAS, the Board of Commissioners of the County has determined that imposing the Transportation Sales and Use Tax and entering into the Contract is in the best interest of the citizens of the County;

NOW, THEREFORE, BE IT RESOLVED by the Board, and it is hereby resolved by authority of the same as follows:

Section 1. Authorization of Contract. The execution and delivery by the Chairman of the Board of Commissioners and the Clerk of the County of the Contract is hereby authorized and approved. The Contract shall be in substantially the form attached hereto as Exhibit "A", subject to such changes, insertions and omissions as may be approved by the Chairman and the Clerk executing the same, and the execution of such Contract by the Chairman and the Clerk as herein authorized shall be conclusive evidence of such approval.

Section 2. General Authority. From and after the date of adoption of this resolution, the Chairman of the Board of Commissioners and the Clerk of the County are hereby authorized and empowered to take such other actions and to execute for and on behalf of the County all such agreements, certificates, affidavits and other documents as may be necessary or desirable in connection with the execution and delivery by the County of the Contract and the effectuation of the matters contemplated by this Resolution.

Section 3. Actions Approved and Confirmed. All acts and doings of the officers, members, agents and employees of the County which are in conformity with the purposes

and intents of this Resolution and in the furtherance of the execution, delivery and performance of the Contract shall be, and the same hereby are, in all respects approved and confirmed.

Section 4. Severability of Invalid Provisions. If any one or more of the provisions herein contained shall be invalid, then such provisions shall be null and void and shall be deemed separable from the remaining provisions and shall in no way affect the validity of any of the other provisions hereof.

Section 5. Repealing Clause. All resolutions or parts thereof of the Board of Commissioners of the County in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

This 7th day of August, 2017.

SPALDING COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners
of Spalding County, Georgia

(SEAL)

Commissioner

By: _____
Ex Officio Clerk, Board of
Commissioners of Spalding
County, Georgia

Commissioner

Commissioner

Commissioner

EXHIBIT "A"

TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX INTERGOVERNMENTAL CONTRACT

This Intergovernmental Contract (this "Contract") is between Spalding County, Georgia (the "County"), the City of Griffin ("Griffin"), the City of Orchard Hill ("Orchard Hill") and the City of Sunny Side ("Sunny Side" and, together with Griffin and Orchard Hill, the "Cities").

PREAMBLE

Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the "Act"), provides for the creation of a special district in each county in the State of Georgia and authorizes the imposition of a one percent transportation sales and use tax (the "Transportation Sales and Use Tax") in such district, the proceeds of which shall be used only for transportation purposes.

The County and the Cities wish to impose a Transportation Sales and Use Tax, and are entering into this Contract for the purpose of, among other things, specifying the duration of the imposition of such Transportation Sales and Use Tax, the projects to be funded with such Transportation Sales and Use Tax, and providing for the distribution of the proceeds of the Transportation Sales and Use Tax between the Cities and the County, and providing for the issuance by the County and Griffin of the Bonds referred to herein.

In consideration of the mutual agreements of the County and the Cities in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which the County and the Cities acknowledge, the County and the Cities agree as follows:

Section 1. Representations of the Cities. Each of the Cities hereby represents as follows:

(a) It is a municipal corporation as defined by law and judicial interpretation and a "qualified municipality" as such term is defined in the Act and has been duly authorized to execute and deliver this Contract and to perform its obligations hereunder, and such authorization has not been revoked or rescinded.

(b) The execution and delivery of this Contract by the City, and the performance of its obligations hereunder, does not violate any provision of the Constitution or laws of the State of Georgia or any order, rule or regulation of any judicial or governmental agency binding on the City, or violate or constitute (with the passage of time or the provision of notice or both) a breach of or a default under any agreement, contract, instrument, ordinance or other resolution of the City or by which the City is bound.

(c) To the knowledge of the City, there is no litigation pending or threatened challenging the existence or powers of the City or the ability of the City to enter into this Contract, or seeking to restrain or enjoin the City from entering into this Contract or

acquiring, constructing or installing any of the projects sought to be financed from the proceeds of the Transportation Sales and Use Tax.

Section 2. Representations of the County. The County hereby represents as follows:

(a) It is a political subdivision of the State of Georgia and has been duly authorized to execute and deliver this Contract and to perform its obligations hereunder, and such authorization has not been revoked or rescinded.

(b) The execution and delivery of this Contract by the County, and the performance of its obligations hereunder, does not violate any provision of the Constitution or laws of the State of Georgia or any order, rule or regulation of any judicial or governmental agency binding on the County, or violate or constitute (with the passage of time or the provision of notice or both) a breach of or a default under any agreement, contract, instrument, ordinance or other resolution of the County or by which the County is bound.

(c) To the knowledge of the County, there is no litigation pending or threatened challenging the existence or powers of the County or the ability of the County to enter into this Contract, or seeking to restrain or enjoin the County from entering into this Contract, imposing the Transportation Sales and Use Tax as provided herein or acquiring, constructing or installing any of the projects of the County sought to be financed from the proceeds of the Transportation Sales and Use Tax.

Section 3. Referendum for Imposition of Transportation Sales and Use Tax and the Issuance by the County and Griffin of Certain Bonds. The County agrees that it will take all actions necessary to call a referendum to be held in all the voting precincts in the County, on the 7th day of November, 2017, or on such other date as the County and the Cities shall mutually agree, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not a Transportation Sales and Use Tax of one percent shall be imposed on all sales and uses in the special district which consists of Spalding County, as authorized by the Act, for a period of 20 calendar quarters (five years) commencing on April 1, 2018 for the purpose of funding the projects listed on Exhibit A to this Contract (collectively, the “Projects” or, as to any City or the County, the “Projects” of such City or County). The amount of money to be raised by the Transportation Sales and Use Tax is estimated to be \$42,000,000. The Projects and the amount of Transportation Sales Tax and Use Tax attributable to each Project is shown on Exhibit A attached to this Contract. The Resolution calling the referendum will also provide that (1) if the Transportation Sales and Use Tax is imposed by affirmative vote of the qualified voters of the County as provided in the Act, such vote will also authorize general obligation debt (the “County Bonds”) of the County in connection therewith in a principal amount of not to exceed \$8,000,000 to finance a portion of the County Projects, all as listed on Exhibit A hereto, and (2) if the Transportation Sales and Use Tax is imposed by affirmative vote of the qualified voters of the County as provided in the Act, and if such Transportation Sales and Use Tax is imposed by affirmative vote of the qualified voters of Griffin, such vote will also authorize general obligation debt (the “Griffin Bonds”) of Griffin in connection therewith in a

principal amount not to exceed \$6,000,000 to finance a portion of the Griffin Projects, all as listed on Exhibit A hereto. The parties acknowledge and agree that at least 30 percent of the estimated revenue from the Transportation Sales and Use Tax will be expended on projects consistent with the state wide strategic transportation plan as defined in paragraph (6) of subsection (a) of O.C.G.A. Section 32-2-22. The priority and order in which the Transportation Sales and Use Tax proceeds will be fully or partially funded is shown on Exhibit A.

Section 4. Conditions Precedent. The obligations of all parties under this Contract are conditioned upon the following events:

(a) The adoption of a resolution by the Board of Commissioners of Spalding County authorizing the imposition of the Transportation Sales and Use Tax and calling the referendum described above.

(b) The approval of the Transportation Sales and Use Tax by a majority of the voters in the County voting in the election for those purposes as required by the Act.

Section 5. Creation of Funds. The County agrees to establish with a custodian selected by the County prior to the imposition of the Transportation Sales and Use Tax (the "Custodian") a trust account which shall be known as the "Spalding Project Fund". The County also agrees to establish within the Spalding Project Fund a separate sub-account which shall be known as the "Spalding County Bond Proceeds Sub-Account." Griffin agrees to establish with a custodian selected by Griffin prior to the issuance of the Griffin Bonds (the "Griffin Custodian") a trust account which shall be known as the "Griffin Project Fund" and within such Griffin Project Fund separate trust accounts which shall be known as the "Griffin Bond Proceeds Sub-Account" and the "Sunny Side Project Fund Account". The parties hereto agree that all proceeds in either the Spalding Project Fund or the Griffin Project Fund shall be used solely for the purposes approved by the voters in the referendum described above.

The proceeds received by the County from the sale of the County Bonds (which shall be net of all costs of issuing and underwriting the County Bonds) shall be deposited into the Spalding County Bond Proceeds Sub-Account of the Spalding Project Fund.

The proceeds received by Griffin from the sale of the Griffin Bonds (which shall be net of all costs of issuing and underwriting the Griffin Bonds) shall be deposited into the Griffin Bond Proceeds Sub-Account of the Griffin Project Fund.

The County shall be responsible for directing the investment of all moneys in the Spalding Project Fund from time to time in accordance with the laws of the State of Georgia. Any investment proceeds received from such investment shall be allocated to the Spalding Project Fund account to which such investment relates. Griffin shall be responsible for directing the investment of all moneys in the Griffin Project Fund.

The County agrees to establish with a custodian selected by the County prior to the issuance of the County Bonds a trust account which shall be known as the "County Sinking Fund." Moneys in the County Sinking Fund shall be held for and applied to the payment of

principal and interest on the County Bonds except as otherwise provided in this Contract. The County shall be responsible for directing the investment of all moneys in the County Sinking Fund from time to time in accordance with the laws of the State of Georgia. To the extent any moneys remain in the County Sinking Fund upon the payment in full of the County Bonds, whether from the investment of moneys in the County Sinking Fund or otherwise, such moneys shall be paid to the County and applied by the County for any lawful purpose.

Griffin agrees to establish with a custodian selected by Griffin prior to the issuance of the Griffin Bonds a trust account which shall be known as the "Griffin Sinking Fund." Moneys in the Griffin Sinking Fund shall be held for and applied to the payment of principal and interest on the Griffin Bonds except as otherwise provided in this Contract. Griffin shall be responsible for directing the investment of all moneys in the Griffin Sinking Fund from time to time in accordance with the laws of the State of Georgia. To the extent any moneys remain in the Griffin Sinking Fund upon the payment in full of the Griffin Bonds, whether from the investment of moneys in the Griffin Sinking Fund or otherwise, such moneys shall be paid to Griffin and applied by Griffin for any lawful purpose.

Section 6. Apportionment of Transportation Sales and Use Tax Proceeds. The parties hereto agree that the proceeds of the Transportation Sales and Use Tax received each month will be applied as follows (and in the order indicated below):

- a) The Transportation Sales and Use Tax receipts (until the aggregate amount of Transportation Sales and Use Tax collected is equal to \$42,000,000) shall be split 66.50% to the County, and the remainder to Griffin. The County portion shall be deposited into the County Sinking Fund in each Sinking Fund Year (July 2 of such year to and including July 1 of the following year) until the balance held in the County Sinking Fund is not less than the principal and interest due on the County Bonds in such Sinking Fund Year. Any amounts remaining from the County portion after the deposits in the County Sinking Fund described in the prior sentence in each Sinking Fund Year shall be deposited into the Spalding Project Fund. The Griffin portion shall be deposited into the Griffin Sinking Fund (or transferred to the Griffin Custodian for deposit into the Griffin Sinking Fund) in each Sinking Fund Year until the balance held in the Griffin Sinking Fund is not less than the principal and interest due on the Griffin Bonds in such Sinking Fund Year. Any amounts remaining from the Griffin portion after the deposits in the Griffin Sinking Fund in each Sinking Fund Year as described in the prior sentence shall be deposited into the Griffin Project Fund. The Transportation Sales and Use Tax receipts deposited into the Griffin Project Fund shall first be deposited by the Griffin Custodian into the Sunny Side Project Fund Account until the cumulative amounts deposited therein are equal to \$500,000. Thereafter, all Transportation Sales and Use Tax receipts deposited into the general account of the Griffin Project Fund shall be expended for Griffin Projects as shown on Exhibit A hereto.
- b) After the aggregate amount of Transportation Sales and Use Tax collected is equal to \$42,000,000, any additional Transportation Sales and Use Tax received

by the County shall be split 66.50% to the County, and the remainder to Griffin. The receipts received by the County shall be deposited into the Spalding Project Fund, and the receipts received by Griffin deposited in the Griffin Project Fund, for use in connection with any County Projects or any Griffin Projects, respectively, listed on Exhibit A which were not fully funded pursuant to paragraph (a) of this Section 6.

- c) Funds in the Sunny Side Project Fund Account, once said account reaches the cumulative amount of \$500,000, shall be transferred by Griffin to a trust account held by Sunny Side and expended solely for the Sunny Side project listed on Exhibit A. Upon final acceptance and closure by Sunny Side of said project, should any balance remain unexpended in the Sunny Side Project Fund Account, Sunny Side shall transfer the balance to the Griffin Project Fund for use on Griffin Projects.

Section 7. Record Keeping; Publication of Reports.

(a) Each of the Cities receiving any proceeds from the Transportation Sales and Use Tax and the County shall include in its annual audit the schedule required by Section 48-8-269.5 of the Act relating to each Project approved for such City or the County in the referendum. Each of the Cities receiving any proceeds from the Transportation Sales and Use Tax and the County shall publish the report relating to the Projects of such City and County as required by Section 48-8-269.6 of the Act. Each City and the County agrees that the proceeds received from the Transportation Sales and Use Tax or from the County Bonds or Griffin Bonds, as applicable, shall be used by each City or the County, as the case may be, exclusively for the purpose or purposes specified in the resolution calling for the referendum except as may otherwise be permitted under the Act. Each of the Cities and the County shall be responsible for their own expenses incurred in maintaining such records and making any such reports.

(b) The County and each of the Cities shall have no liability to each other for the failure by any City or the County to spend the proceeds received from the Transportation Sales and Use Tax or from the County Bonds or Griffin Bonds for the purposes authorized in the referendum, although each party hereto shall have right, but not the duty, to seek to enforce the obligation of each of the other parties hereto to apply the proceeds received from the Transportation Sales and Use Tax in accordance with the Act and the referendum. The County and each of the Cities agree that the County shall have no liability if the aggregate amount of the Transportation Sales and Use Tax collected is less than anticipated.

Section 8. Project Completion and Termination. Within 30 days after the acquisition, construction and installation of all of the Projects of any City receiving proceeds of the Transportation Sales and Use Tax have been completed, such City shall file with the County a Certificate of Completion signed by the Mayor, City Manager or other authorized signatory, setting forth the date on which the final Project or Projects were completed and stating that all Transportation Sales and Use Tax proceeds received by such City have been applied to the Project or Projects or otherwise applied in accordance with the Act. All Projects included in this

Contract shall be funded in whole or in part from net proceeds of the Transportation Sales and Use Tax except as otherwise agreed in writing by the parties.

Section 9. Other Expenses; Reimbursement. The parties to this Contract acknowledge that the fees and expenses relating to, or incurred incident to, calling the referendum for the imposition of the Transportation Sales and Use Tax and approval of the County Bonds and Griffin Bonds, and for the issuance of the County Bonds, shall be paid from the proceeds of the County Bonds or from other funds of the County. Any costs relating to the validation and sale of the Griffin Bonds by Griffin shall be paid from the proceeds of the Griffin Bonds or from other funds of Griffin. In the event that following the passage of the referendum relating to the imposition of the Transportation Sales and Use Tax, any litigation or threatened litigation, audit or investigation relating to the imposition of the Transportation Sales and Use Tax or the use of the proceeds of the Transportation Sales and Use Tax or other similar matters relating thereto shall occur, the parties hereto agree that each party shall pay the percentage of the costs of such litigation or threatened litigation, audit or investigation, or for the cost of any judgment or settlement of such litigation or threatened litigation, audit or investigation, equal to their respective Allocated Percentage as shown on Exhibit A attached hereto. In the event Griffin appoints a separate Custodian to act as Custodian of the Griffin Project Fund, Griffin agrees that it shall be solely liable for the fees and expenses of such Griffin Custodian.

The Cities agree that any payment required to be made to the County under this Section shall be made promptly upon receipt by the City of a statement therefor from the County. Nothing in this Section shall preclude any City or the County (either individually or collectively) from seeking repayment from, or from instituting any action against, any other party to this Contract to the extent that any action or inaction on the part of any party or parties to this Contract results in liability to the County or the Cities whether directly or indirectly pursuant to this Section of this Contract, and the costs of any such action shall not be shared as provided in this Section but shall be costs of the parties instituting such action.

Section 10. Term of this Contract. The term of this Contract (assuming the conditions precedent in Section 4 have been satisfied) shall expire at the later of (i) July 1st of the year following completion of the last Project funded from the net proceeds of the Transportation Sales and Use Tax, or (ii) the date on which all of the County Bonds and the Griffin Bonds have been paid and any moneys held in any accounts or sub-accounts established under this Contract are fully depleted, but in no event shall this Contract run for more than 50 years from the date hereof.

Section 11. Litigation. The parties hereto agree to submit any controversy arising under this Contract to litigation in the Superior Court of Spalding County.

Section 12. Counterparts. This Contract may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 13. Governing Law. This Contract and all transactions contemplated hereby shall be governed by, construed and enforced in accordance with the laws of the State of Georgia.

Section 14. Severability. Should any provision of this Contract or application thereof to any person, entity or circumstance be held invalid or unenforceable, the remainder of this Contract or the application of such provision to any person, entity or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Contract shall be valid and enforceable to the full extent permitted by law.

Section 15. Notices. All notices, demands or requests required or permitted to be given pursuant to this Contract shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:

- (a) As to Spalding County:
Spalding County
Attention: Chairman, Board of Commissioners
P.O. Box 1087
Griffin, GA 30224
- (b) As to the City of Griffin:
City of Griffin
Attention: Chairperson, Board of Commissioners
P.O. Box T
Griffin, GA 30224
- (c) As to the City of Orchard Hill:
City of Orchard Hill
Attention: Mayor
P.O. Box 448
Orchard Hill, GA 30266
- (d) As to the City of Sunny Side:
City of Sunny Side
Attention: Mayor
P.O. Box 100
Sunny Side, GA 30284

Any party to this Contract, may, in the manner provided herein for the giving of notices, specify another or different address to which notices under this Contract must be sent by giving notice thereof to each other party to this Contract.

IN WITNESS WHEREOF, all parties hereto have agreed as of this __ day of
August, 2017.

SPALDING COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners

(SEAL)

Attest:

Clerk

CITY OF GRIFFIN

By: _____
Chairperson, Board of Commissioners

(SEAL)

Attest:

City Manager

Approved:

Andrew Whalen, Esq.
Attorney for the City of Griffin

CITY OF ORCHARD HILL

By: _____
Mayor

(SEAL)

Attest:

Clerk

CITY OF SUNNY SIDE

By: _____
Mayor

(SEAL)

Attest:

Clerk

EXHIBIT "A"

SPALDING COUNTY
PROPOSED SALES TAX PROJECTS AND ALLOCATION

<u>Project Beneficiary</u>	<u>Project Description</u>	<u>Amount of Sales Tax Allocated</u>	<u>Subtotal by Beneficiary</u>	<u>Allocated Percentage of Expected Sales Tax Collection</u>	<u>Percentage Allocation of Sales Tax Received After Collection of \$42,000,000</u>
Spalding County	Resurfacing of approximately 80 miles	8,742,857			
Spalding County	Intersection #3 - intersection of N Hill Street and East				
Spalding County	McIntosh Road improvements	1,500,000			
Spalding County	Sidewalks	500,000			
Spalding County	Paving Dirt Roads	14,207,143			
Spalding County for Orchard Hill	Intersection of Johnson Road, Macon Road, County Line Road and railroad	2,000,000			
Spalding County	Costs of Issuance and Interest of Bonds; Contingency	980,000	\$27,930,000	66.50%	66.50%
City of Griffin	Drainage Improvements	1,700,000			
City of Griffin	Downtown Parking lots	500,000			
City of Griffin	Streetscape - Taylor	1,750,000		33.50%	33.50%
City of Griffin	Trails	1,000,000			
City of Griffin	Ray Street Culvert	350,000			
City of Griffin	West Poplar Street Bridge	300,000			
City of Griffin	New Orleans Street Bridge	300,000			
City of Griffin for Sunny Side	Paving of Sockwell Drive and Ann Street	500,000			
City of Griffin	Milling and Resurfacing	6,101,000			
City of Griffin	Sidewalks	1,000,000			
City of Griffin	Costs of Issuance and Interest of Bonds; Contingency	569,000	14,070,000		
		\$42,000,000	\$42,000,000	100.00%	100.00%

CLERK'S CERTIFICATE

I, the undersigned Clerk of the Board of Commissioners of Spalding County, DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the Board of Commissioners of Spalding County, Georgia on August 7, 2017, at a meeting which was duly called and assembled and open to the public and at which a quorum was present and acting throughout, which resolution has not been modified, repealed, revoked or rescinded as of the date hereof.

This 7th day of August, 2017.

Ex Officio Clerk, Board of Commissioners of
Spalding County, Georgia

(SEAL)



SPALDING COUNTY BOARD OF COMMISSIONERS TSPLOST Call for Election

Requesting Agency

County Manager

Requested Action

Consider resolution authorizing the Board of Elections to call an election to approve the imposition of a Transportation Sales and Use Tax and for other purposes.

Requirement for Board Action

Is this Item Goal Related?

No

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Resolution calling for election and other purposes.	8/7/2017	Backup Material

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SPALDING COUNTY, GEORGIA AUTHORIZING THE IMPOSITION OF A ONE PERCENT TRANSPORTATION SALES AND USE TAX AS AUTHORIZED BY ARTICLE 5A OF CHAPTER 8 OF TITLE 48 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED; SPECIFYING THE PURPOSES FOR WHICH THE PROCEEDS OF SUCH TAX ARE TO BE USED; SPECIFYING THE PERIOD OF TIME FOR WHICH SUCH TAX MAY BE IMPOSED; SPECIFYING THE ESTIMATED COST OF THE TRANSPORTATION PROJECTS TO BE FUNDED FROM THE PROCEEDS OF SUCH TAX; AUTHORIZING THE ISSUANCE BY SPALDING COUNTY AND BY THE CITY OF GRIFFIN, GEORGIA OF CERTAIN GENERAL OBLIGATION DEBT SECURED BY THE PROCEEDS OF SUCH TAX; SPECIFYING THE MAXIMUM PRINCIPAL AMOUNT OF SUCH GENERAL OBLIGATION DEBT TO BE ISSUED BY EACH OF SPALDING COUNTY AND THE CITY OF GRIFFIN; SPECIFYING THE PURPOSE FOR WHICH SUCH GENERAL OBLIGATION DEBT IS TO BE ISSUED BY EACH; SPECIFYING THE MAXIMUM INTEREST RATE OR RATES OF INTEREST WHICH SUCH GENERAL OBLIGATION DEBT MAY BEAR; SPECIFYING THE PRINCIPAL AMOUNT TO BE PAID IN EACH YEAR DURING THE LIFE OF SUCH GENERAL OBLIGATION DEBT; REQUESTING THE BOARD OF ELECTIONS OF SPALDING COUNTY TO CALL AN ELECTION OF THE VOTERS OF THE SPECIAL DISTRICT OF SPALDING COUNTY AND THE CITY OF GRIFFIN TO APPROVE THE IMPOSITION OF SUCH TRANSPORTATION SALES AND USE TAX AND THE ISSUANCE OF SUCH GENERAL OBLIGATION DEBT; APPROVING THE FORM OF BALLOT TO BE USED IN SUCH ELECTION; AND FOR OTHER PURPOSES

WHEREAS, Section 48-8-260 *et seq.* of the Official Code of Georgia Annotated, as amended (the "Act"), authorizes the imposition of a one percent transportation sales and use tax, the proceeds of which shall be used only for transportation purposes; and

WHEREAS, a meeting was held by Spalding County (the "County") and the Cities of Griffin ("Griffin" or the "City of Griffin"), Orchard Hill ("Orchard Hill"), and Sunny Side ("Sunny Side," and together with Griffin and Orchard Hill, the "Cities") on June 19, 2017, at least 30 days prior to the date of adoption of this resolution, to discuss the transportation projects that would be included in the proposed referendum; and

WHEREAS, the Board of Commissioners of Spalding County (the "Board") provided written notice by mail at least 10 days in advance of such meeting to the chief elected official of each of the Cities which constitute all of the Qualified Municipalities (as such term is defined in the Act) located within the County, notifying them of the date, time, location and purpose of the meeting; and

WHEREAS, the County and the Cities propose to enter into a Transportation Special Purpose Local Option Sales Tax Intergovernmental Contract (the "Contract," attached hereto as Exhibit "A"), to be effective as of the date of execution and delivery thereof by the Cities and the County; and

WHEREAS, the Board has determined that it is in the best interest of the citizens of the County that a one percent transportation sales and use tax be imposed in the special district consisting of Spalding County to raise an estimated amount of approximately \$42,000,000 for

the purposes of funding the transportation projects referred to in the Contract (collectively, the "Projects"); and

WHEREAS, the Board has also determined that it is in the best interest of the citizens of the County to issue general obligation debt of the County (the "County Bonds") in a principal amount not to exceed \$8,000,000, which will be secured by a portion of the proceeds of such transportation sales and use tax and will fund certain of the County Projects; and

WHEREAS, the City of Griffin has determined that it is in the best interest of the citizens of the City of Griffin to issue general obligation debt (the "Griffin Bonds") not to exceed \$6,000,000, which will be secured by a portion of the proceeds of such sales and use tax and will fund certain of the City of Griffin Projects; and

WHEREAS, the County and the City have determined that, during each year in which any payment of principal or interest on the County Bonds and Griffin Bonds will come due, the County and Griffin, as appropriate, will receive net proceeds from the sales and use tax proceeds authorized by this resolution sufficient to fully satisfy such entity's obligation to pay such principal and interest on a current basis; and

WHEREAS, the County has determined that the region containing the County has not proposed a referendum on a tax under Article 5 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated;

NOW, THEREFORE, BE IT RESOLVED by the Board, and it is hereby resolved by authority of the same as follows:

Section 1. Authorization of Sales and Use Tax. (a) In order to finance the Projects, there is hereby authorized to be levied and collected within the County a sales and use tax in the amount of one percent on all sales and uses in the special district consisting of Spalding County as provided in the Act. As required by Section 48-8-261 of the Act, the proceeds of such tax will be used only to finance the transportation projects referred to in the Contract, and the estimated amount of sales tax allocable to each of such purposes is shown on such Contract.

Such transportation sales and use tax is hereby authorized to be imposed for a period of 20 consecutive calendar quarters commencing on April 1, 2018.

(b) Assuming that the imposition of such transportation sales and use tax and the issuance of the County Bonds is approved by the voters of the County and the special district consisting of the County in the election hereinafter referred to, the County is hereby authorized to issue from time to time the County Bonds (in whole or in part), secured by a portion of the proceeds of such transportation sales and use tax, in the aggregate principal amount of not to exceed \$8,000,000. The County Bonds shall bear interest from the first day of the month during which the County Bonds are to be issued or from such other date as may be designated by the County prior to the issuance of the County Bonds, at a rate or rates to be determined in a supplemental resolution to be adopted by the County prior to the issuance of the County Bonds, which rate or rates

shall not exceed 5.50% per annum, payable semiannually on the first days of January and July in each year until paid, commencing on January 1, 2019, and the maximum amount of principal to be paid on July 1 in each year during the life of such debt shall be as follows:

<u>Date</u>	<u>Amount</u>
2019	\$1,510,000
2020	\$1,575,000
2021	\$1,605,000
2022	\$1,640,000
2023	\$1,670,000

The County has agreed that the proceeds of the County Bonds shall be deposited by the County in a separate account or accounts for the purpose of funding the Projects of the County shown in the Contract (collectively, the "County Bond Financed Projects"), and any interest earnings on such proceeds shall be similarly applied by the County.

The portion of the transportation sales and use tax proceeds received by the County in any year pursuant to the imposition of such tax shall first be used for paying debt service requirements on the County Bonds for any such year before such proceeds are applied for the purposes of paying the additional cost of the transportation projects of the County authorized above. Proceeds of the transportation sales and use tax not required to be deposited in the separate fund in any year for the payment of principal and interest on the County Bonds coming due in the current year shall be deposited in a separate trust fund to be maintained by the County and applied toward funding the County Projects to the extent such Projects have not been funded with County Bond proceeds as provided in the Contract.

(c) Assuming that the imposition of such sales and use tax is approved in the special district consisting of Spalding County, and that the issuance of the Griffin Bonds is approved by the voters of the City of Griffin, in the election hereinafter referred to, Griffin is hereby authorized to issue from time to time the Griffin Bonds (in whole or in part), secured by a portion of the proceeds of such sales and use tax, in the aggregate principal amount of not to exceed \$6,000,000. The Griffin Bonds shall bear interest from the first day of the month during which the Griffin Bonds are to be issued or from such other date as may be designated by Griffin prior to the issuance of the Griffin Bonds, at a rate or rates to be determined in a supplemental resolution to be adopted by Griffin prior to the issuance of the Griffin Bonds, which rate or rates shall not exceed 5.50% per annum, payable semiannually on the first days of January and July in each year until paid, commencing on July 1, 2018, and the maximum amount of principal to be paid on July 1 in each year during the life of such debt shall be as follows:

<u>Date</u>	<u>Amount</u>
2019	\$1,100,000
2020	\$1,180,000
2021	\$1,210,000
2022	\$1,240,000
2023	\$1,270,000

Griffin has agreed that the proceeds of the Griffin Bonds shall be deposited by Griffin in a separate account or accounts for the purpose of funding the Projects of Griffin shown in the Contract (collectively, the "Griffin Bond Financed Projects"), and any interest earnings on such proceeds shall be similarly applied by Griffin.

The portion of the sales and use tax proceeds received by Griffin in any year pursuant to the imposition of such tax shall first be used for paying debt service requirements on the Griffin Bonds for any such year before such proceeds are applied for the purposes of paying the additional cost of the transportation projects of Griffin authorized above. Proceeds of the sales and use tax not required to be deposited in the separate fund in any year for the payment of principal and interest on the Griffin Bonds coming due in the current year shall be deposited in a separate trust fund to be maintained by Griffin and applied toward funding the Griffin Projects to the extent such Projects have not been funded with Griffin Bond proceeds as provided in the Contract.

Section 2. Call for Election. There is hereby called an election to be held in all the voting precincts in the County on the 7th day of November, 2017, for the purpose of submitting to the qualified voters of the County the question set forth in Section 3 below.

Section 3. Form of Ballot. The ballots to be used in such election should have written or printed thereon substantially the following:

- / ☐ / YES Shall a special one percent sales and use tax be imposed in the special district consisting of Spalding County for a period of time not to exceed 20 calendar quarters and for the raising of an estimated amount of \$42,000,000 for transportation purposes? If imposition of the tax is approved by the voters in the special district consisting of Spalding County, such vote shall also constitute approval of the issuance of general obligation debt of Spalding County in the principal amount of not to exceed \$8,000,000 for the purposes described above and the costs of issuance of such debt. If imposition of the tax is approved by the voters in the special district consisting of Spalding County and also by the voters in the City of Griffin, such vote shall also
- / ☐ / NO

constitute approval of the issuance of general obligation debt of the City of Griffin in the principal amount of not to exceed \$6,000,000 for the purposes described above and the costs of issuance of such debt.

Section 4. Manner of Election. The date of such election shall be and is hereby set for November 7, 2017, and the polls of each election district of the County shall be open at 7:00 a.m. and close at 7:00 p.m., and the election shall be held by the same persons and under and in accordance with the election laws of the State of Georgia, and the returns of such election shall be made to the Board of Commissioners of Spalding County and the Board of Elections of Spalding County (the "Board of Elections"), which shall count the votes, consolidate the returns, and declare the result of such election in the manner required by law.

Section 5. Publication of Notice of Election. The Board of Elections is hereby authorized and requested to publish the notice of such election as required by law in the newspaper in which Sheriff's advertisements for the County are published once a week commencing the week of October 2, 2017 in substantially the form attached hereto as Exhibit "B." Prior to the date of the election authorized herein, there shall be appointed proper Election Managers and Clerks to supervise and hold such election.

Section 6. Property Tax Levy. (a) Should the County Bonds be authorized by the requisite number of qualified voters, the Board shall levy a tax upon all property subject to taxation for general obligation bond purposes within the County sufficient in amount to pay the principal of and interest on the County Bonds at their respective maturities to the extent of any deficiency in the County's portion of such sales and use tax proceeds. (b) Should the Griffin Bonds be authorized by the requisite number of qualified voters in Griffin, Griffin shall levy a tax upon all property subject to taxation for general obligation bond purposes within Griffin sufficient in amount to pay the principal of and interest on the Griffin Bonds at their respective maturities to the extent of any deficiency in Griffin's portion of such transportation sales and use tax proceeds.

Section 7. Notice to Board of Elections. The Clerk of the Board of Commissioners of the County is hereby authorized and directed to deliver a copy of this resolution to the Board of Elections, with a request that the Board of Elections join in this call of the election.

Section 8. Advertisements as Binding Statements of Intention. As required by Section 36-82-1(d) of the Official Code of Georgia Annotated, any brochures, listings or other advertisements issued by the County or by any other person, firm, corporation or association with the knowledge and consent of the County, shall be deemed to be a statement of intention of the County concerning the use of the proceeds of the County Bonds or Griffin Bonds, and such statement of intention shall be binding on the County and Griffin in the expenditure of any such bond funds or interest received from such bond funds which have been invested.

Section 9. Further Authority. The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with the imposition of such transportation sales and use tax, the acquisition, construction, and installation of the projects above described, and the issuance of the County Bonds and the Griffin Bonds as herein provided.

Section 10. Effective Date. This resolution shall be effective upon (i) the adoption by the Cities of Griffin, Orchard Hill and Sunny Side of their resolutions approving the execution and delivery of the Contract and (ii) the execution and delivery by the County and such Cities of the Contract.

This 7th day of August, 2017.

SPALDING COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners
of Spalding County, Georgia

(SEAL)

Commissioner

By: _____
Ex Officio Clerk, Board of
Commissioners of Spalding
County, Georgia

Commissioner

Commissioner

Commissioner

EXHIBIT "A"

TRANSPORTATION SPECIAL PURPOSE LOCAL OPTION SALES TAX INTERGOVERNMENTAL CONTRACT

This Intergovernmental Contract (this "Contract") is between Spalding County, Georgia (the "County"), the City of Griffin ("Griffin"), the City of Orchard Hill ("Orchard Hill") and the City of Sunny Side ("Sunny Side" and, together with Griffin and Orchard Hill, the "Cities").

PREAMBLE

Article 5A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the "Act"), provides for the creation of a special district in each county in the State of Georgia and authorizes the imposition of a one percent transportation sales and use tax (the "Transportation Sales and Use Tax") in such district, the proceeds of which shall be used only for transportation purposes.

The County and the Cities wish to impose a Transportation Sales and Use Tax, and are entering into this Contract for the purpose of, among other things, specifying the duration of the imposition of such Transportation Sales and Use Tax, the projects to be funded with such Transportation Sales and Use Tax, and providing for the distribution of the proceeds of the Transportation Sales and Use Tax between the Cities and the County, and providing for the issuance by the County and Griffin of the Bonds referred to herein.

In consideration of the mutual agreements of the County and the Cities in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which the County and the Cities acknowledge, the County and the Cities agree as follows:

Section 1. Representations of the Cities. Each of the Cities hereby represents as follows:

(a) It is a municipal corporation as defined by law and judicial interpretation and a "qualified municipality" as such term is defined in the Act and has been duly authorized to execute and deliver this Contract and to perform its obligations hereunder, and such authorization has not been revoked or rescinded.

(b) The execution and delivery of this Contract by the City, and the performance of its obligations hereunder, does not violate any provision of the Constitution or laws of the State of Georgia or any order, rule or regulation of any judicial or governmental agency binding on the City, or violate or constitute (with the passage of time or the provision of notice or both) a breach of or a default under any agreement, contract, instrument, ordinance or other resolution of the City or by which the City is bound.

(c) To the knowledge of the City, there is no litigation pending or threatened challenging the existence or powers of the City or the ability of the City to enter into this Contract, or seeking to restrain or enjoin the City from entering into this Contract or

acquiring, constructing or installing any of the projects sought to be financed from the proceeds of the Transportation Sales and Use Tax.

Section 2. Representations of the County. The County hereby represents as follows:

(a) It is a political subdivision of the State of Georgia and has been duly authorized to execute and deliver this Contract and to perform its obligations hereunder, and such authorization has not been revoked or rescinded.

(b) The execution and delivery of this Contract by the County, and the performance of its obligations hereunder, does not violate any provision of the Constitution or laws of the State of Georgia or any order, rule or regulation of any judicial or governmental agency binding on the County, or violate or constitute (with the passage of time or the provision of notice or both) a breach of or a default under any agreement, contract, instrument, ordinance or other resolution of the County or by which the County is bound.

(c) To the knowledge of the County, there is no litigation pending or threatened challenging the existence or powers of the County or the ability of the County to enter into this Contract, or seeking to restrain or enjoin the County from entering into this Contract, imposing the Transportation Sales and Use Tax as provided herein or acquiring, constructing or installing any of the projects of the County sought to be financed from the proceeds of the Transportation Sales and Use Tax.

Section 3. Referendum for Imposition of Transportation Sales and Use Tax and the Issuance by the County and Griffin of Certain Bonds. The County agrees that it will take all actions necessary to call a referendum to be held in all the voting precincts in the County, on the 7th day of November, 2017, or on such other date as the County and the Cities shall mutually agree, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not a Transportation Sales and Use Tax of one percent shall be imposed on all sales and uses in the special district which consists of Spalding County, as authorized by the Act, for a period of 20 calendar quarters (five years) commencing on April 1, 2018 for the purpose of funding the projects listed on Exhibit A to this Contract (collectively, the "Projects" or, as to any City or the County, the "Projects" of such City or County). The amount of money to be raised by the Transportation Sales and Use Tax is estimated to be \$42,000,000. The Projects and the amount of Transportation Sales Tax and Use Tax attributable to each Project is shown on Exhibit A attached to this Contract. The Resolution calling the referendum will also provide that (1) if the Transportation Sales and Use Tax is imposed by affirmative vote of the qualified voters of the County as provided in the Act, such vote will also authorize general obligation debt (the "County Bonds") of the County in connection therewith in a principal amount of not to exceed \$8,000,000 to finance a portion of the County Projects, all as listed on Exhibit A hereto, and (2) if the Transportation Sales and Use Tax is imposed by affirmative vote of the qualified voters of the County as provided in the Act, and if such Transportation Sales and Use Tax is imposed by affirmative vote of the qualified voters of Griffin, such vote will also authorize general obligation debt (the "Griffin Bonds") of Griffin in connection therewith in a

principal amount not to exceed \$6,000,000 to finance a portion of the Griffin Projects, all as listed on Exhibit A hereto. The parties acknowledge and agree that at least 30 percent of the estimated revenue from the Transportation Sales and Use Tax will be expended on projects consistent with the state wide strategic transportation plan as defined in paragraph (6) of subsection (a) of O.C.G.A. Section 32-2-22. The priority and order in which the Transportation Sales and Use Tax proceeds will be fully or partially funded is shown on Exhibit A.

Section 4. Conditions Precedent. The obligations of all parties under this Contract are conditioned upon the following events:

(a) The adoption of a resolution by the Board of Commissioners of Spalding County authorizing the imposition of the Transportation Sales and Use Tax and calling the referendum described above.

(b) The approval of the Transportation Sales and Use Tax by a majority of the voters in the County voting in the election for those purposes as required by the Act.

Section 5. Creation of Funds. The County agrees to establish with a custodian selected by the County prior to the imposition of the Transportation Sales and Use Tax (the "Custodian") a trust account which shall be known as the "Spalding Project Fund". The County also agrees to establish within the Spalding Project Fund a separate sub-account which shall be known as the "Spalding County Bond Proceeds Sub-Account." Griffin agrees to establish with a custodian selected by Griffin prior to the issuance of the Griffin Bonds (the "Griffin Custodian") a trust account which shall be known as the "Griffin Project Fund" and within such Griffin Project Fund separate trust accounts which shall be known as the "Griffin Bond Proceeds Sub-Account" and the "Sunny Side Project Fund Account". The parties hereto agree that all proceeds in either the Spalding Project Fund or the Griffin Project Fund shall be used solely for the purposes approved by the voters in the referendum described above.

The proceeds received by the County from the sale of the County Bonds (which shall be net of all costs of issuing and underwriting the County Bonds) shall be deposited into the Spalding County Bond Proceeds Sub-Account of the Spalding Project Fund.

The proceeds received by Griffin from the sale of the Griffin Bonds (which shall be net of all costs of issuing and underwriting the Griffin Bonds) shall be deposited into the Griffin Bond Proceeds Sub-Account of the Griffin Project Fund.

The County shall be responsible for directing the investment of all moneys in the Spalding Project Fund from time to time in accordance with the laws of the State of Georgia. Any investment proceeds received from such investment shall be allocated to the Spalding Project Fund account to which such investment relates. Griffin shall be responsible for directing the investment of all moneys in the Griffin Project Fund.

The County agrees to establish with a custodian selected by the County prior to the issuance of the County Bonds a trust account which shall be known as the "County Sinking Fund." Moneys in the County Sinking Fund shall be held for and applied to the payment of

principal and interest on the County Bonds except as otherwise provided in this Contract. The County shall be responsible for directing the investment of all moneys in the County Sinking Fund from time to time in accordance with the laws of the State of Georgia. To the extent any moneys remain in the County Sinking Fund upon the payment in full of the County Bonds, whether from the investment of moneys in the County Sinking Fund or otherwise, such moneys shall be paid to the County and applied by the County for any lawful purpose.

Griffin agrees to establish with a custodian selected by Griffin prior to the issuance of the Griffin Bonds a trust account which shall be known as the "Griffin Sinking Fund." Moneys in the Griffin Sinking Fund shall be held for and applied to the payment of principal and interest on the Griffin Bonds except as otherwise provided in this Contract. Griffin shall be responsible for directing the investment of all moneys in the Griffin Sinking Fund from time to time in accordance with the laws of the State of Georgia. To the extent any moneys remain in the Griffin Sinking Fund upon the payment in full of the Griffin Bonds, whether from the investment of moneys in the Griffin Sinking Fund or otherwise, such moneys shall be paid to Griffin and applied by Griffin for any lawful purpose.

Section 6. Apportionment of Transportation Sales and Use Tax Proceeds. The parties hereto agree that the proceeds of the Transportation Sales and Use Tax received each month will be applied as follows (and in the order indicated below):

- a) The Transportation Sales and Use Tax receipts (until the aggregate amount of Transportation Sales and Use Tax collected is equal to \$42,000,000) shall be split 66.50% to the County, and the remainder to Griffin. The County portion shall be deposited into the County Sinking Fund in each Sinking Fund Year (July 2 of such year to and including July 1 of the following year) until the balance held in the County Sinking Fund is not less than the principal and interest due on the County Bonds in such Sinking Fund Year. Any amounts remaining from the County portion after the deposits in the County Sinking Fund described in the prior sentence in each Sinking Fund Year shall be deposited into the Spalding Project Fund. The Griffin portion shall be deposited into the Griffin Sinking Fund (or transferred to the Griffin Custodian for deposit into the Griffin Sinking Fund) in each Sinking Fund Year until the balance held in the Griffin Sinking Fund is not less than the principal and interest due on the Griffin Bonds in such Sinking Fund Year. Any amounts remaining from the Griffin portion after the deposits in the Griffin Sinking Fund in each Sinking Fund Year as described in the prior sentence shall be deposited into the Griffin Project Fund. The Transportation Sales and Use Tax receipts deposited into the Griffin Project Fund shall first be deposited by the Griffin Custodian into the Sunny Side Project Fund Account until the cumulative amounts deposited therein are equal to \$500,000. Thereafter, all Transportation Sales and Use Tax receipts deposited into the general account of the Griffin Project Fund shall be expended for Griffin Projects as shown on Exhibit A hereto.
- b) After the aggregate amount of Transportation Sales and Use Tax collected is equal to \$42,000,000, any additional Transportation Sales and Use Tax received

by the County shall be split 66.50% to the County, and the remainder to Griffin. The receipts received by the County shall be deposited into the Spalding Project Fund, and the receipts received by Griffin deposited in the Griffin Project Fund, for use in connection with any County Projects or any Griffin Projects, respectively, listed on Exhibit A which were not fully funded pursuant to paragraph (a) of this Section 6.

- c) Funds in the Sunny Side Project Fund Account, once said account reaches the cumulative amount of \$500,000, shall be transferred by Griffin to a trust account held by Sunny Side and expended solely for the Sunny Side project listed on Exhibit A. Upon final acceptance and closure by Sunny Side of said project, should any balance remain unexpended in the Sunny Side Project Fund Account, Sunny Side shall transfer the balance to the Griffin Project Fund for use on Griffin Projects.

Section 7. Record Keeping; Publication of Reports.

(a) Each of the Cities receiving any proceeds from the Transportation Sales and Use Tax and the County shall include in its annual audit the schedule required by Section 48-8-269.5 of the Act relating to each Project approved for such City or the County in the referendum. Each of the Cities receiving any proceeds from the Transportation Sales and Use Tax and the County shall publish the report relating to the Projects of such City and County as required by Section 48-8-269.6 of the Act. Each City and the County agrees that the proceeds received from the Transportation Sales and Use Tax or from the County Bonds or Griffin Bonds, as applicable, shall be used by each City or the County, as the case may be, exclusively for the purpose or purposes specified in the resolution calling for the referendum except as may otherwise be permitted under the Act. Each of the Cities and the County shall be responsible for their own expenses incurred in maintaining such records and making any such reports.

(b) The County and each of the Cities shall have no liability to each other for the failure by any City or the County to spend the proceeds received from the Transportation Sales and Use Tax or from the County Bonds or Griffin Bonds for the purposes authorized in the referendum, although each party hereto shall have right, but not the duty, to seek to enforce the obligation of each of the other parties hereto to apply the proceeds received from the Transportation Sales and Use Tax in accordance with the Act and the referendum. The County and each of the Cities agree that the County shall have no liability if the aggregate amount of the Transportation Sales and Use Tax collected is less than anticipated.

Section 8. Project Completion and Termination. Within 30 days after the acquisition, construction and installation of all of the Projects of any City receiving proceeds of the Transportation Sales and Use Tax have been completed, such City shall file with the County a Certificate of Completion signed by the Mayor, City Manager or other authorized signatory, setting forth the date on which the final Project or Projects were completed and stating that all Transportation Sales and Use Tax proceeds received by such City have been applied to the Project or Projects or otherwise applied in accordance with the Act. All Projects included in this

Contract shall be funded in whole or in part from net proceeds of the Transportation Sales and Use Tax except as otherwise agreed in writing by the parties.

Section 9. Other Expenses; Reimbursement. The parties to this Contract acknowledge that the fees and expenses relating to, or incurred incident to, calling the referendum for the imposition of the Transportation Sales and Use Tax and approval of the County Bonds and Griffin Bonds, and for the issuance of the County Bonds, shall be paid from the proceeds of the County Bonds or from other funds of the County. Any costs relating to the validation and sale of the Griffin Bonds by Griffin shall be paid from the proceeds of the Griffin Bonds or from other funds of Griffin. In the event that following the passage of the referendum relating to the imposition of the Transportation Sales and Use Tax, any litigation or threatened litigation, audit or investigation relating to the imposition of the Transportation Sales and Use Tax or the use of the proceeds of the Transportation Sales and Use Tax or other similar matters relating thereto shall occur, the parties hereto agree that each party shall pay the percentage of the costs of such litigation or threatened litigation, audit or investigation, or for the cost of any judgment or settlement of such litigation or threatened litigation, audit or investigation, equal to their respective Allocated Percentage as shown on Exhibit A attached hereto. In the event Griffin appoints a separate Custodian to act as Custodian of the Griffin Project Fund, Griffin agrees that it shall be solely liable for the fees and expenses of such Griffin Custodian.

The Cities agree that any payment required to be made to the County under this Section shall be made promptly upon receipt by the City of a statement therefor from the County. Nothing in this Section shall preclude any City or the County (either individually or collectively) from seeking repayment from, or from instituting any action against, any other party to this Contract to the extent that any action or inaction on the part of any party or parties to this Contract results in liability to the County or the Cities whether directly or indirectly pursuant to this Section of this Contract, and the costs of any such action shall not be shared as provided in this Section but shall be costs of the parties instituting such action.

Section 10. Term of this Contract. The term of this Contract (assuming the conditions precedent in Section 4 have been satisfied) shall expire at the later of (i) July 1st of the year following completion of the last Project funded from the net proceeds of the Transportation Sales and Use Tax, or (ii) the date on which all of the County Bonds and the Griffin Bonds have been paid and any moneys held in any accounts or sub-accounts established under this Contract are fully depleted, but in no event shall this Contract run for more than 50 years from the date hereof.

Section 11. Litigation. The parties hereto agree to submit any controversy arising under this Contract to litigation in the Superior Court of Spalding County.

Section 12. Counterparts. This Contract may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 13. Governing Law. This Contract and all transactions contemplated hereby shall be governed by, construed and enforced in accordance with the laws of the State of Georgia.

Section 14. Severability. Should any provision of this Contract or application thereof to any person, entity or circumstance be held invalid or unenforceable, the remainder of this Contract or the application of such provision to any person, entity or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Contract shall be valid and enforceable to the full extent permitted by law.

Section 15. Notices. All notices, demands or requests required or permitted to be given pursuant to this Contract shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:

- (a) As to Spalding County:
Spalding County
Attention: Chairman, Board of Commissioners
P.O. Box 1087
Griffin, GA 30224
- (b) As to the City of Griffin:
City of Griffin
Attention: Chairperson, Board of Commissioners
P.O. Box T
Griffin, GA 30224
- (c) As to the City of Orchard Hill:
City of Orchard Hill
Attention: Mayor
P.O. Box 448
Orchard Hill, GA 30266
- (d) As to the City of Sunny Side:
City of Sunny Side
Attention: Mayor
P.O. Box 100
Sunny Side, GA 30284

Any party to this Contract, may, in the manner provided herein for the giving of notices, specify another or different address to which notices under this Contract must be sent by giving notice thereof to each other party to this Contract.

IN WITNESS WHEREOF, all parties hereto have agreed as of this __ day of
August, 2017.

SPALDING COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners

(SEAL)

Attest:

Clerk

CITY OF GRIFFIN

By: _____
Chairperson, Board of Commissioners

(SEAL)

Attest:

City Manager

Approved:

Andrew Whalen, Esq.
Attorney for the City of Griffin

CITY OF ORCHARD HILL

By: _____
Mayor

(SEAL)

Attest:

Clerk

CITY OF SUNNY SIDE

By: _____
Mayor

(SEAL)

Attest:

Clerk

EXHIBIT "A"

**SPALDING COUNTY
PROPOSED SALES TAX PROJECTS AND ALLOCATION**

<u>Project Beneficiary</u>	<u>Project Description</u>	<u>Amount of Sales Tax Allocated</u>	<u>Subtotal by Beneficiary</u>	<u>Allocated Percentage of Expected Sales Tax Collection</u>	<u>Percentage Allocation of Sales Tax Received After Collection of \$42,000,000</u>
Spalding County	Resurfacing of approximately 80 miles	8,742,857			
Spalding County	Intersection #3 - intersection of N Hill Street and East McIntosh Road improvements	1,500,000			
Spalding County	Sidewalks	500,000			
Spalding County	Paving Dirt Roads	14,207,143			
Spalding County for Orchard Hill	Intersection of Johnson Road, Macon Road, County Line Road and railroad	2,000,000			
Spalding County	Costs of Issuance and Interest of Bonds; Contingency	980,000	\$27,930,000	66.50%	66.50%
City of Griffin	Drainage Improvements	1,700,000			
City of Griffin	Downtown Parking lots	500,000			
City of Griffin	Streetscape - Taylor	1,750,000		33.50%	33.50%
City of Griffin	Trails	1,000,000			
City of Griffin	Ray Street Culvert	350,000			
City of Griffin	West Poplar Street Bridge	300,000			
City of Griffin	New Orleans Street Bridge	300,000			
City of Griffin for Sunny Side	Paving of Sockwell Drive and Ann Street	500,000			
City of Griffin	Milling and Resurfacing	6,101,000			
City of Griffin	Sidewalks	1,000,000			
City of Griffin	Costs of Issuance and Interest of Bonds; Contingency	569,000	14,070,000		
		\$42,000,000	\$42,000,000	100.00%	100.00%

EXHIBIT B

NOTICE OF ELECTION

TO THE QUALIFIED VOTERS OF SPALDING COUNTY, GEORGIA:

NOTICE IS HEREBY GIVEN that on the 7th day of November, 2017, an election will be held at the regular polling places in all the election districts of Spalding County, Georgia, at which time there will be submitted to the qualified voters of the special district consisting of Spalding County for their determination the question of whether a transportation special sales and use tax of one percent shall be imposed on all sales and uses in the special district consisting of Spalding County for a period of twenty (20) consecutive calendar quarters, commencing on April 1, 2018, to raise an estimated amount of \$42,000,000 to be used for transportation purposes.

If the imposition of such tax is approved by the voters in Spalding County, such vote shall also constitute approval of the issuance of general obligation debt of Spalding County in the principal amount of not to exceed \$8,000,000 (the "County Bonds"), the proceeds of the County Bonds, if issued, to be applied by the County toward the projects described above and the costs of issuance of such debt. If the imposition of such tax is approved by the voters in the special district consisting of Spalding County, and by the voters in the City of Griffin, respectively, such vote shall also constitute approval of the issuance of general obligation debt of the City of Griffin in the principal amount of not to exceed \$6,000,000 (the "Griffin Bonds"), the proceeds of the Griffin Bonds, if issued, to be applied by the County toward the projects described above and the costs of issuance of such debt.

The County Bonds, if so authorized, may be issued by the County in whole or in part and shall bear interest from the first day of the month during which the County Bonds are to be issued or from such other date as may be designated by the County prior to the issuance of the County Bonds, at a rate or rates not to exceed 5.50% per annum, payable semiannually on the first days of January and July in each year, commencing on January 1, 2019, the amount of principal to be paid on July 1 in each year during the life of such debt shall be as follows:

<u>Date</u>	<u>Amount</u>
2019	\$1,510,000
2020	\$1,575,000
2021	\$1,605,000
2022	\$1,640,000
2023	\$1,670,000

The Griffin Bonds, if so authorized, may be issued by the City of Griffin in whole or in part and shall bear interest from the first day of the month during which the Griffin Bonds are to be issued or from such other date as may be designated by the City of Griffin prior to the issuance of the Griffin Bonds, which rate or rates shall not exceed 5.50% per annum, payable

semiannually on the first days of January and July in each year until paid, commencing on July 1, 2018, the maximum amount of principal to be paid on July 1 in each year during the life of such debt shall be as follows:

<u>Date</u>	<u>Amount</u>
2019	\$1,100,000
2020	\$1,180,000
2021	\$1,210,000
2022	\$1,240,000
2023	\$1,270,000

The principal and interest on the County Bonds and the Griffin Bonds are expected to be paid from proceeds of the transportation sales and use tax and shall be payable in lawful money of the United States of America at a paying agent bank which will be designated by the County and the City of Griffin prior to the issuance of the County Bonds and Griffin Bonds, respectively.

Any brochures, listings or other advertisements issued by Spalding County or by any other person, firm, corporation or association with the knowledge and consent of Spalding County, shall be deemed to be a statement of intention of Spalding County concerning the use of the proceeds of the County Bonds and Griffin Bonds, and such statement of intention shall be binding on Spalding County in the expenditure of any such bond funds or interest received from such bond funds which have been invested.

The ballots to be used at such election shall have written or printed thereon substantially the following:

☐ YES

Shall a special one percent sales and use tax be imposed in the special district consisting of Spalding County for a period of time not to exceed 20 calendar quarters and for the raising of an estimated amount of \$42,000,000 for transportation purposes? If imposition of the tax is approved by the voters in the special district consisting of the County, such vote shall also constitute approval of the issuance of general obligation debt of Spalding County in the principal amount of not to exceed \$8,000,000 for the purposes described above and the costs of issuance of such debt. If imposition of the tax is approved by the voters in the special district consisting of Spalding County and also by the voters in the City of Griffin, such vote shall also constitute approval of the issuance of general obligation debt of the City of Griffin in the principal amount of not to exceed \$6,000,000 for the purposes described above and the costs of issuance of such debt.

☐ NO

The several places for holding said election shall be at the regular and established voting precincts of the election districts of Spalding County, Georgia, and the polls will be open from 7:00 a.m. to 7:00 p.m. on the date fixed for the election.

Those residents of Spalding County qualified to vote at such election shall be determined in all respects in accordance with the election laws of the State of Georgia.

This notice is given pursuant to a resolution of the Board of Commissioners of Spalding County and an order of the Board of Elections of Spalding County.

Chairman, Board of Commissioners
of Spalding County

Chairman, Board of Elections
of Spalding County

CLERK'S CERTIFICATE

I, the undersigned Clerk of the Board of Commissioners of Spalding County, DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the Board of Commissioners of Spalding County, Georgia on August 7, 2017, at a meeting which was duly called and assembled and open to the public and at which a quorum was present and acting throughout, which resolution has not been modified, repealed, revoked or rescinded as of the date hereof.

This 7th of August, 2017.

Ex Officio Clerk, Board of Commissioners of
Spalding County, Georgia

(SEAL)



SPALDING COUNTY BOARD OF COMMISSIONERS Orchard Hill Election contract

Requesting Agency

County Manager

Requested Action

Consider approval of contract with the City of Orchard Hill to conduct City elections.

Requirement for Board Action

Is this Item Goal Related?

No

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> IGA Election Services - Orchard Hill	8/7/2017	Backup Material

**INTERGOVERNMENTAL CONTRACT FOR
CONDUCTING OF MUNICIPAL ELECTIONS BETWEEN
THE CITY OF ORCHARD HILL, GEORGIA, AND
SPALDING COUNTY, GEORGIA**

THIS AGREEMENT, made and entered this _____ day of August, 2017 by and between the CITY OF ORCHARD HILL, GEORGIA, a municipal corporation organized and existing under the laws of the State of Georgia ("the City"), and SPALDING COUNTY, a political subdivision of the State of Georgia ("the County"), provides as follows:

WHEREAS, O.C.G.A. § 21-2-50 specifically allows any county and municipality located wholly or partly within such county to contract for the county to, among other things, conduct municipal elections in the same manner as county elections. This instrument shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. Each of the parties hereto covenants that it has the requisite legal authority to do all things necessary, convenient and expedient to carry out the obligations and responsibilities herein set forth. Furthermore, for the term of this agreement, all parties agree to exercise good faith and best efforts to adequately and properly perform under the terms of this contract. The parties do further covenant and agree to cooperate fully with the spirit and intent of this contract; and

WHEREAS, the City desires that Spalding County conduct municipal elections for the City of Orchard Hill; and

WHEREAS, the City desires that the County serve as Superintendent for all City elections.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein made, the receipt, adequacy and sufficiency of which are mutually acknowledged, the parties agree to be bound, each unto the other, as follows:

ARTICLE 1.

LEGAL AUTHORITY

Section 1.1 The Official Code of Georgia Annotated Section 21-5-50 specifically authorizes this contract. This instrument shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983

Constitution of the State of Georgia, and shall constitute a general obligation to which its full faith and credit is hereby pledged, including, if necessary, the levy of ad valorem taxes. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication.

Section 1.2 For the term of this agreement, all parties agree to exercise good faith and best efforts to adequately and properly fund such undertakings, including the exercise of power to establish, levy and enforce reasonable rates, fees and charges for the services contemplated to be provided.

Section 1.3 By entering into this contract, the parties agree that the City acquires no property rights or ownership in any assets or facilities of the County, nor does the County acquire any property rights or ownership in any assets or facilities of the City.

ARTICLE 2

TERM OF AGREEMENT

Section 2.1 This agreement shall become effective at 12:01 A.M. on the _____ day of _____, 2017 and shall terminate at midnight on _____, 2067. It is expressly agreed that there shall be no interim termination of the term of this agreement, unless

- a. the governing bodies of both parties, mutually find and agree to do so; or
- b. except as otherwise provided in Article 2.5, herein.

Section 2.2 Given the intent of the parties to enforce this agreement as a binding obligation for the full term stated, except as otherwise specified herein, and in consideration of the unique relationship herein created and established, upon which both parties are entitled to justifiably rely, it is expressly agreed that in the event of an alleged breach of future performance by any party, the judicial remedy available to the parties shall be by "complaint for declaratory judgment and specific performance" filed in the Superior Court of Spalding County, Georgia, and the parties hereby waive any right to raise defenses relating to lack of actual controversy or lack of uniqueness of the underlying relationship.

Section 2.3 To the extent allowable by law, the parties agree that should such an action be

filed, the filing party shall be entitled to petition said court for expedited handling, including shortening of the statutory periods involved for response, discovery and trial. Upon the filing of such action, the parties consent to the entry of an automatic interim injunction to maintain the status quo pending outcome of the proceedings.

Section 2.4 It is the intention of the parties that any action be resolved by means of a "bench trial" conducted by the judge regularly assigned to such case, and the parties expressly waive the right to trial by jury, it being the intention of all parties that any disputes arising hereunder be resolved equitably giving primary consideration to the enforcement of this contract to its fullest extent.

Section 2.5 This agreement may be terminated by either party by giving written notice of its intent to terminate the contract to the other party. The termination shall be effective at the end of the calendar year in which such written notice is given.

ARTICLE 3.

COUNTY TO CONDUCT ALL MUNICIPAL ELECTIONS

Section 3.1 Throughout the term of this contract, it is agreed by the parties that Spalding County shall conduct any and all elections held by the City pursuant to O.C.G.A. § 21-2-40 et seq., and that the County shall perform all duties as superintendent of elections as specified therein. Spalding County's obligation hereunder shall commence on _____, _____.

ARTICLE 4.

COMMON EXPENSES

The parties agree that there are certain expenses which are common to conducting an election which would be difficult to determine for each individual election. For the purpose of this contract, the term "common expenses" shall include, but not necessarily be limited to, the costs incurred for ballots, postage, early voting poll workers, advertising public notice, purchasing miscellaneous paper and other supplies necessary for conducting an election. This list is not meant to be exhaustive, but is merely illustrative in nature.

ARTICLE 5.

PRECINCT COSTS FOR CITY ELECTIONS ONLY

The City has one (1) voting precinct. In the event that the City conducts an election for city commissioners or any other city issues where there are no county issues or county elections on the ballot, then and in such event, the City agrees that it shall pay all of the expenses related to such election as outlined in Attachment “A” which is made part of this agreement. The parties agree that these costs shall be adjusted each year as needed.

ARTICLE 6.

PAYMENT OF COSTS

The City, in accordance with O.C.G.A. §§21-2-45 and 21-2-50, will appropriate such funds as are necessary and shall pay to the County all costs as set out below necessary for the conduct of primaries and elections in the City and for performance of the duties of the superintendent in conjunction with such elections, including but not limited to those set out in O.C.G.A. § 21-2-71, and as amended in state law.

The parties have agreed on the following apportionment of costs for elections as set out below:

1. In those cases where the election is solely a City election and there are no County issues on the ballot, the City will be responsible for 100% of the costs incurred for the election, including the precinct costs set out in Article 5 above.
2. In the event there is a County wide election with no City election issues on the ballot, then the City shall pay none of the costs of the election.
3. In the event that there is an election in which there are both City and County elections and/or issues on the ballot, then and in such event, the City and County agree to prorate those expenses. The proration of such expense shall be the same ratio as the ratio of the total number of registered voters in the City as compared to the total number of registered voters in Spalding County. The number of registered voters shall be determined as of the last day to register to vote for that particular election.

ARTICLE 7.

INSURANCE AND HOLD HARMLESS

Section 5.1 Each party covenants that at the time of execution of this contract, each party has comprehensive liability insurance coverage (or its equivalent through either a program of self-insurance or by participation in an interlocal risk management agency) in an amount not less than \$1,000,000.00 per occurrence, which coverage and amount shall be maintained throughout the duration of this contract, in as broad a form as possible, providing the entity with a defense and payment of resulting judgments from claims reasonably anticipated or risks likely foreseeable to occur out of the duties and responsibilities herein undertaken.

ARTICLE 8.

MODIFICATION, EXECUTION, TERMINATION OF PRIOR CONTRACTS

Section 6.1 Upon execution of this contract by both parties, in duplicate, a fully-executed original shall be spread upon the minutes of the governing bodies of each party as evidence of its existence. A certified copy by the designated officer of either party shall be fully admissible in lieu of an original in any legal proceeding at which the existence and enforceability of said contract is in issue.

Section 6.2 No modification or amendment of this contract shall be effective unless in writing, approved by all parties, executed by their duly-authorized officers, and spread upon the minutes of the respective governing bodies.

Section 6.3 It is the intention of the parties that this writing represents the full and complete understanding and agreements of the parties to the various matters specifically treated and no further negotiations, amendments or modifications are contemplated at time of execution hereof.

Section 6.4 Future amendments should be limited to matters of material significance affecting the relationship herein established, giving as broad an interpretation as possible to the spirit and intent of this contract when resolving any conflicts that may hereafter arise.

Section 6.5 For purposes of interpretation, all terms used in this contract shall have their

common and usual meaning or significance, unless such term is a term of art, in which event it shall have such meaning as may be assigned thereto. When statutes or regulations require specific acts to be performed, or dictate the manner of performance, such specifications shall be deemed the minimum standard governing such performance.

Section 6.6 This writing supersedes any prior negotiations between the parties concerning the provision by Spalding County to the City of Orchard Hill of election services and, upon its formal execution, shall be the sole and controlling agreement defining said relationship.

Section 6.7 Notices given pursuant to this contract shall be effective if either personally served and delivered, or if sent by certified mail, return receipt requested, addressed as shown below, with adequate postage thereon:

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

To City of Orchard Hill: Chairman, City of Orchard Hill
P. O. Box 448
Griffin, GA 30266

Section 6.8 Time is of the essence of this contract.

Section 6.9 The provisions of this contract are hereby deemed and declared to be severable. If any provisions of this contract, or the application of any provisions to any circumstances, are held to be unconstitutional, unenforceable or invalid, for any reason, the remaining terms, conditions and obligations contained herein shall not be affected thereby and this contract shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, acting through the duly authorized and empowered Chairman or Mayor of the respective governing authority, as attested to by its respective Clerk or Secretary, have executed this Contract, in duplicate originals, under their respective seals, the day and year first above written.

SPALDING COUNTY

By: _____
CHAIRMAN, SPALDING COUNTY
BOARD OF COMMISSIONERS

Attest: _____
CLERK

Reviewed:
James R. Fortune, Jr.
County Attorney

CITY OF ORCHARD HILL

By: _____
CHAIRMAN

Attest: _____
SECRETARY

Reviewed:
Scott Mayfield
City Attorney

Cost for Orchard Hill Municipal General Election/Special Election

				COST
SALARY				
Elections & Registration Staff				\$1,574.76
EQUIPMENT DELIVERY/PICKUP				
(1 day)	141.80/1 Days			\$141.80
LEGAL ADVERTISEMENTS				
Advertise Logic & Accuracy Testing				\$30.00
Publish Call/Qualifying				
PRINTING & BINDING				
Printing Ballot	50 @ \$.40/each + setup & delivery		\$20	
Printing Revised Poll Worker Training Manual			\$20	
TOTAL PRINTING & BINDING				\$40.00
POSTAGE				
Mail of Absentee Ballots, Letters to Poll Workers, Letters to Candidates, etc.				\$34.00
Election Day Poll Workers				
1 Chief Mgr	\$175.00 ea		\$175	
1 Asst Mgr(s)	\$125.00 ea		\$125	
				\$300.00
Advance Voting Poll Workers				
1 Advance Voting Workers	1@ \$75.00/each/15days		\$1,125.00	\$1,125.00
Absentee (paper ballot) Workers(Election Night)				
1Chief Mgr	\$75		\$75.00	
1 Asst Mgr(s)	\$60		\$60	
				\$135.00
GENERAL SUPPLIES & MATERIALS				\$50.00
GRAND TOTAL MUNICIPAL GENERAL ELECTION				\$3,430.56



SPALDING COUNTY BOARD OF COMMISSIONERS
Request from SPRAC to consider altering Blanton Avenue into a dead end street

Requesting Agency

SCPRAC

Requested Action

Consider request from the Parks & Recreation Advisory Commission to consult with the City of Griffin regarding the possibility of making Blanton Avenue a dead end street at it's intersection with Third Street and A Z Kelsey Avenue

Requirement for Board Action

Is this Item Goal Related?

No

Summary and Background

PRAC has safety concerns for children in the Fairmont community with regards to traffic on Blanton Avenue. With the completion of construction at Fairmont Park, the issue grows more serious, as citizens must cross the street to move between areas of the park. Please see attached letter.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> SPRAC letter of request to BOC	7/31/2017	Cover Memo

July 28, 2017

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

Dear Board of Commissioners,

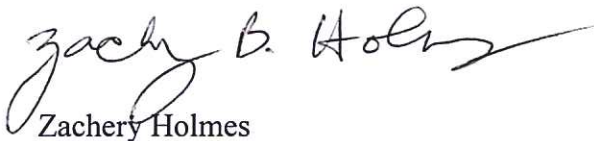
During the last Parks and Recreation Advisory Commission meeting a discussion ensued about safety concerns for children in the Fairmont community with regards to traffic on Blanton Street. With the completion of construction at Fairmont Park, the issue grows more serious. Once the park is complete, citizens must cross the street simply to move between areas of the park. Making Blanton Street a deadend will stop the flow of ongoing traffic making Fairmont Park a much safer venue for families.

Bob Dull, of the Griffin Housing Authority, has shared that when park construction is finished he will remove his play structures and have residents utilize Fairmont instead. He also expressed that he would partner with us in requesting this dead end. If the street is dead ended, there will still be at least two ways to access the Housing Authority and other apartments, so no fire or ambulance hazard will be caused.

We respectfully request that the Spalding County Board of Commissioners consult with the City of Griffin about the possibility of dead ending Blanton Street at AZ Kelsey/Third Street.

Thank you for consideration of this request.

Sincerely,



Zachery Holmes
Chairman

Spalding County Parks and Recreation Advisory Commission

TJ IMBERGER, PARKS & PUBLIC GROUNDS MANAGER
GREG STANSELL, PARKS SUPERVISOR
GREG THAXTON, PARKS SUPERVISOR

KELLY LEGER, LEISURE SERVICES MANAGER
ROBBY MILNER, PROGRAMS SUPERVISOR
LAUREN BROWN, SENIOR CENTER SUPERVISOR
JACOYA CLINKSCALES, NUTRITION SUPERVISOR



SPALDING COUNTY BOARD OF COMMISSIONERS

Cancellation of September 4, 2017 BOC Regular Meeting

Requesting Agency

County Manager

Requested Action

Consider cancellation of the September 4, 2017 Board of Commissioner's Regular Meeting due to the observance of the Labor Day Holiday.

Requirement for Board Action

Is this Item Goal Related?

No

Summary and Background

The County will observe the Labor Day Holiday on this Monday, all County offices will be closed for the day.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> 2017 Holiday Schedule	1/23/2017	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
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
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