

# Agenda

**Board of Commissioners of Spalding County  
Extraordinary Session  
August 21, 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. APPOINTMENTS**

1. To fill two existing vacancies on the PRAC. District 1 and District 4 appointments.

**V. PRESENTATIONS/PROCLAMATIONS**

**VI. PRESENTATIONS OF FINANCIAL STATEMENTS**

1. Consider approval of financial statements for the one month ended July 31, 2017

**VII. 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.

**VIII. MINUTES -**

1. Consider approval of minutes for the Spalding County Board of Commissioners Regular Meeting on August 7, 2017.

**IX. CONSENT AGENDA -**

**X. OLD BUSINESS -**

**XI. NEW BUSINESS -**

1. Conduct public hearing to consider the establishment of street light district for Sun City Peachtree - Pod 38B.
2. Consider approval of street light district for Sun City Peachtree - Pod 38B
3. Consider approval of final plat for High Falls Meadows Subdivision (minor) located off High Falls Road.
4. Consider transferring unused portion of Wild Plum Road deeded to Spalding County by the Georgia Department of Transportation to the Griffin-Spalding Development Authority.
5. Consider issuance of a right-of-way easement by Spalding County to the City of Griffin to access a parcel of land, consisting of approximately 7,502 square feet, located behind the Spalding County Baseball and Pickleball Complexes for construction, operation and maintenance of overhead distribution line(s) and a concrete utility vault therein.
6. Consider approval of the 2017 Tax Levy.

7. Consider approval of agency contract with the City of Orchard Hill for Fire Protection Services for the period October 1, 2017 to October 1, 2018.
8. Consider approval of agency contract with the City of Sunny Side for Fire Protection Services for the period October 1, 2017 to October 1, 2018.
9. Consider request to surplus used vehicles and equipment in preparation for disposal at a public auction..

**XII. REPORT OF COUNTY MANAGER**

**XIII. REPORT OF COMMISSIONERS**

**XIV. CLOSED SESSION**

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

**XV. ADJOURNMENT**



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

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**Requesting Agency**

Finance Department

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**Requested Action**

Consider approval of financial statements for the one month ended July 31, 2017

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**Requirement for Board Action**

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**Is this Item Goal Related?**

No

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**Summary and Background**

The one month ended July 31, 2017 is 8.33% of the budget year. General Fund revenues are 4% of budget, or \$1,628,339. General Fund expenditures are 9% of budget, or \$3,929,909.

Fire District revenues are 1% of budget, or \$52,803. Fire District expenditures are 7% of budget, or \$426,358.

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

Approval

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**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> July 31, 2017 Financial Statements	8/16/2017	Cover Memo

SPALDING COUNTY BOC  
REVENUE & EXPENDITURE STATEMENT FOR 100 GENERAL FUND

FY 2017-2018

07/01/2017 TO 07/31/2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>PCT USED</u>
<b>100 GENERAL FUND</b>				
REVENUE:				
30 FUND BALANCE	0.00	0.00	944,235.00	0.0
31 TAXES	921,224.57	921,224.57	32,803,347.00	3.0
32 LICENSES AND PERMITS	70,516.16	70,516.16	463,000.00	15.0
33 INTERGOVERNMENTAL REVENUE	85,000.00	85,000.00	1,063,840.00	8.0
34 CHARGES FOR SERVICES	319,297.94	319,297.94	5,118,396.00	6.0
35 FINES AND FORFEITURES	40,880.47	40,880.47	1,252,500.00	3.0
36 INVESTMENT INCOME	1,408.19	1,408.19	0.00	0.0
37 CONTRIBUTIONS/DONATIONS	750.00	750.00	0.00	0.0
38 MISCELLANEOUS REVENUE	189,261.78	189,261.78	1,947,598.00	10.0
TOTAL REVENUE	<u>1,628,339.11</u>	<u>1,628,339.11</u>	<u>43,592,916.00</u>	<u>4</u>
EXPENDITURE:				
51 PRSNL SRVCS, EMPLOYEE BEN	1,731,846.00	1,731,908.00	26,328,926.00	7.0
52 PURCH/CONTRACTED SRVCS	1,040,613.57	1,084,404.76	9,676,287.00	11.0
53 SUPPLIES	168,565.85	981,816.71	4,948,508.00	20.0
54 CAPITAL OUTLAY	0.00	27,524.00	33,600.00	82.0
57 OTHER COSTS	51,977.54	97,843.64	1,438,932.00	7.0
58 DEBT SERVICE	6,411.98	6,411.98	208,633.00	3.0
61 OTHER FINANCING USES	0.00	0.00	15,513.00	0.0
TOTAL EXPENDITURE	<u>2,999,414.94</u>	<u>3,929,909.09</u>	<u>42,650,399.00</u>	<u>9</u>
DEFICIENCY OF REVENUE BEFORE TRANSFERS	<u>-1,371,075.83</u>	<u>-2,301,569.98</u>	<u>942,517.00</u>	<u>-244</u>
OTHER FINANCING SOURCE:				
39 OTHER FINANCING SOURCES	2,950,000.00	2,950,000.00	0.00	0.0
TOTAL OTHER FINANCING SOURCE	<u>2,950,000.00</u>	<u>2,950,000.00</u>	<u>0.00</u>	<u>0</u>
OTHER FINANCING USE:				
61 OTHER FINANCING USES	0.00	0.00	917,177.00	0.0
TOTAL OTHER FINANCING USE	<u>0.00</u>	<u>0.00</u>	<u>917,177.00</u>	<u>0</u>
EXCESS OF REVENUE AFTER TRANSFERS	<u>1,578,924.17</u>	<u>648,430.02</u>	<u>25,340.00</u>	<u>2,559</u>



## SPALDING COUNTY BOC

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

FY 2017-2018

07/01/2017 TO 07/31/2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>PCT USED</u>
<b>215 EMERGENCY 911 FUND</b>				
REVENUE:				
34 CHARGES FOR SERVICES	158,799.42	158,799.42	1,168,199.00	14.0
38 MISCELLANEOUS REVENUE	37.68	37.68	0.00	0.0
TOTAL REVENUE	158,837.10	158,837.10	1,168,199.00	14
EXPENDITURE:				
51 PRSNL SRVCS, EMPLOYEE BEN	81,912.20	81,912.20	1,233,566.00	7.0
52 PURCH/CONTRACTED SRVCS	10,730.94	10,730.94	141,249.00	8.0
53 SUPPLIES	1,377.81	1,737.69	25,136.00	7.0
55 INTERFUND/INTERDEPT CHRGS	0.00	0.00	40,025.00	0.0
57 OTHER COSTS	1,500.00	1,500.00	0.00	0.0
TOTAL EXPENDITURE	95,520.95	95,880.83	1,439,976.00	7
EXCESS OF REVENUE BEFORE TRANSFERS	63,316.15	62,956.27	-271,777.00	-23
OTHER FINANCING SOURCE:				
39 OTHER FINANCING SOURCES	0.00	0.00	271,777.00	0.0
TOTAL OTHER FINANCING SOURCE	0.00	0.00	271,777.00	0
EXCESS OF REVENUE AFTER TRANSFERS	63,316.15	62,956.27	0.00	0

SPALDING COUNTY BOC  
REVENUE & EXPENDITURE STATEMENT FOR 220 CSBG FUND

FY 2017-2018

07/01/2017 TO 07/31/2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>PCT USED</u>
<b>220 CSBG FUND</b>				
REVENUE:				
33 INTERGOVERNMENTAL REVENUE	5,641.67	5,641.67	126,983.00	4.0
TOTAL REVENUE	<u>5,641.67</u>	<u>5,641.67</u>	<u>126,983.00</u>	<u>4</u>
EXPENDITURE:				
51 PRSNL SRVCS, EMPLOYEE BEN	2,494.78	2,494.78	21,603.00	12.0
52 PURCH/CONTRACTED SRVCS	0.00	0.00	26,880.00	0.0
53 SUPPLIES	3,800.00	3,800.00	78,500.00	5.0
TOTAL EXPENDITURE	<u>6,294.78</u>	<u>6,294.78</u>	<u>126,983.00</u>	<u>5</u>
DEFICIENCY OF REVENUE BEFORE TRANSFERS	<u>-653.11</u>	<u>-653.11</u>	<u>0.00</u>	<u>0</u>
DEFICIENCY OF REVENUE AFTER TRANSFERS	<u><u>-653.11</u></u>	<u><u>-653.11</u></u>	<u><u>0.00</u></u>	<u><u>0</u></u>

## SPALDING COUNTY BOC

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

FY 2017-2018

07/01/2017 TO 07/31/2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>PCT USED</u>
<b>225 SENIOR NUTRITION FUND</b>				
REVENUE:				
33 INTERGOVERNMENTAL REVENUE	18,093.65	18,093.65	324,926.00	6.0
37 CONTRIBUTIONS/DONATIONS	5,732.15	5,732.15	82,008.00	7.0
TOTAL REVENUE	23,825.80	23,825.80	406,934.00	6
EXPENDITURE:				
51 PRSNL SRVCS, EMPLOYEE BEN	10,811.78	10,811.78	167,787.00	6.0
52 PURCH/CONTRACTED SRVCS	523.41	523.41	9,117.00	6.0
53 SUPPLIES	4,243.82	4,915.82	230,030.00	2.0
TOTAL EXPENDITURE	15,579.01	16,251.01	406,934.00	4
EXCESS OF REVENUE BEFORE TRANSFERS	8,246.79	7,574.79	0.00	0
EXCESS OF REVENUE AFTER TRANSFERS	8,246.79	7,574.79	0.00	0

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

FY 2017-2018

07/01/2017 TO 07/31/2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>PCT USED</u>
<b>260 IMPACT FEES FUND</b>				
REVENUE:				
30 FUND BALANCE	0.00	0.00	1,444,080.00	0.0
34 CHARGES FOR SERVICES	28,926.75	28,926.75	281,120.00	10.0
TOTAL REVENUE	<u>28,926.75</u>	<u>28,926.75</u>	<u>1,725,200.00</u>	<u>2</u>
EXPENDITURE:				
52 PURCH/CONTRACTED SRVCS	993.04	993.04	7,500.00	13.0
54 CAPITAL OUTLAY	0.00	0.00	1,656,200.00	0.0
57 OTHER COSTS	2,991.53	2,991.53	61,500.00	5.0
TOTAL EXPENDITURE	<u>3,984.57</u>	<u>3,984.57</u>	<u>1,725,200.00</u>	<u>0</u>
EXCESS OF REVENUE BEFORE TRANSFERS	<u>24,942.18</u>	<u>24,942.18</u>	<u>0.00</u>	<u>0</u>
OTHER FINANCING USE:				
61 OTHER FINANCING USES	<u>1,950,000.00</u>	<u>1,950,000.00</u>	<u>0.00</u>	<u>0.0</u>
TOTAL OTHER FINANCING USE	<u>1,950,000.00</u>	<u>1,950,000.00</u>	<u>0.00</u>	<u>0</u>
DEFICIENCY OF REVENUE AFTER TRANSFERS	<u><u>-1,925,057.82</u></u>	<u><u>-1,925,057.82</u></u>	<u><u>0.00</u></u>	<u><u>0</u></u>

## SPALDING COUNTY BOC

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

FY 2017-2018

07/01/2017 TO 07/31/2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>PCT USED</u>
<b>270 FIRE DISTRICT FUND</b>				
REVENUE:				
30 FUND BALANCE	0.00	0.00	97,928.00	0.0
31 TAXES	48,511.70	48,511.70	6,085,018.00	1.0
34 CHARGES FOR SERVICES	4,291.01	4,291.01	51,500.00	8.0
TOTAL REVENUE	52,802.71	52,802.71	6,234,446.00	1
EXPENDITURE:				
51 PRSNL SRVCS, EMPLOYEE BEN	340,755.10	340,755.10	5,253,134.00	6.0
52 PURCH/CONTRACTED SRVCS	20,166.61	20,470.68	388,674.00	5.0
53 SUPPLIES	7,512.75	41,131.89	327,600.00	13.0
54 CAPITAL OUTLAY	20,000.00	20,000.00	30,000.00	67.0
55 INTERFUND/INTERDEPT CHRGS	0.00	0.00	171,938.00	0.0
57 OTHER COSTS	4,000.00	4,000.00	50,000.00	8.0
TOTAL EXPENDITURE	392,434.46	426,357.67	6,221,346.00	7
DEFICIENCY OF REVENUE BEFORE TRANSFERS	-339,631.75	-373,554.96	13,100.00	-2,852
OTHER FINANCING USE:				
61 OTHER FINANCING USES	0.00	0.00	13,100.00	0.0
TOTAL OTHER FINANCING USE	0.00	0.00	13,100.00	0
DEFICIENCY OF REVENUE AFTER TRANSFERS	-339,631.75	-373,554.96	0.00	0

## SPALDING COUNTY BOC

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

FY 2017-2018

07/01/2017 TO 07/31/2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>PCT USED</u>
<b>275 HOTEL/MOTEL TAX FUND</b>				
REVENUE:				
31 TAXES	16,448.10	16,448.10	162,000.00	10.0
TOTAL REVENUE	16,448.10	16,448.10	162,000.00	10
EXPENDITURE:				
57 OTHER COSTS	12,590.00	12,590.00	162,000.00	8.0
TOTAL EXPENDITURE	12,590.00	12,590.00	162,000.00	8
EXCESS OF REVENUE BEFORE TRANSFERS	3,858.10	3,858.10	0.00	0
EXCESS OF REVENUE AFTER TRANSFERS	3,858.10	3,858.10	0.00	0

## SPALDING COUNTY BOC

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

FY 2017-2018

07/01/2017 TO 07/31/2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>PCT USED</u>
<b>310 CAP PROJ - 2008 SPLOST</b>				
REVENUE:				
30 FUND BALANCE	0.00	0.00	8,398,500.00	0.0
36 INVESTMENT INCOME	3,084.45	3,084.45	0.00	0.0
TOTAL REVENUE	<u>3,084.45</u>	<u>3,084.45</u>	<u>8,398,500.00</u>	<u>0</u>
EXPENDITURE:				
54 CAPITAL OUTLAY	41,599.54	41,599.54	8,397,000.00	0.0
58 DEBT SERVICE	0.00	0.00	1,500.00	0.0
TOTAL EXPENDITURE	<u>41,599.54</u>	<u>41,599.54</u>	<u>8,398,500.00</u>	<u>0</u>
DEFICIENCY OF REVENUE BEFORE TRANSFERS	<u>-38,515.09</u>	<u>-38,515.09</u>	<u>0.00</u>	<u>0</u>
DEFICIENCY OF REVENUE AFTER TRANSFERS	<u>-38,515.09</u>	<u>-38,515.09</u>	<u>0.00</u>	<u>0</u>

## SPALDING COUNTY BOC

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

FY 2017-2018

07/01/2017 TO 07/31/2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>PCT USED</u>
<b>315 CAP PROJ - 2016 SPLOST</b>				
REVENUE:				
30 FUND BALANCE	0.00	0.00	1,484,000.00	0.0
31 TAXES	307,659.00	307,659.00	4,620,000.00	7.0
36 INVESTMENT INCOME	2,275.10	2,275.10	0.00	0.0
TOTAL REVENUE	309,934.10	309,934.10	6,104,000.00	5
EXPENDITURE:				
54 CAPITAL OUTLAY	0.00	0.00	4,808,000.00	0.0
57 OTHER COSTS	0.00	0.00	1,293,000.00	0.0
58 DEBT SERVICE	0.00	0.00	3,000.00	0.0
TOTAL EXPENDITURE	0.00	0.00	6,104,000.00	0
EXCESS OF REVENUE BEFORE TRANSFERS	309,934.10	309,934.10	0.00	0
OTHER FINANCING USE:				
61 OTHER FINANCING USES	302,300.00	302,300.00	0.00	0.0
TOTAL OTHER FINANCING USE	302,300.00	302,300.00	0.00	0
EXCESS OF REVENUE AFTER TRANSFERS	7,634.10	7,634.10	0.00	0



## SPALDING COUNTY BOC

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

FY 2017-2018

07/01/2017 TO 07/31/2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>PCT USED</u>
<b>350 CAPITAL PROJECTS - GEN</b>				
REVENUE:				
30 FUND BALANCE	0.00	0.00	77,500.00	0.0
TOTAL REVENUE	<u>0.00</u>	<u>0.00</u>	<u>77,500.00</u>	<u>0</u>
EXPENDITURE:				
54 CAPITAL OUTLAY	0.00	0.00	97,500.00	0.0
TOTAL EXPENDITURE	<u>0.00</u>	<u>0.00</u>	<u>97,500.00</u>	<u>0</u>
BEFORE TRANSFERS	<u>0.00</u>	<u>0.00</u>	<u>-20,000.00</u>	<u>0</u>
OTHER FINANCING SOURCE:				
39 OTHER FINANCING SOURCES	0.00	0.00	20,000.00	0.0
TOTAL OTHER FINANCING SOURCE	<u>0.00</u>	<u>0.00</u>	<u>20,000.00</u>	<u>0</u>
AFTER TRANSFERS	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0</u></u>

## SPALDING COUNTY BOC

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

FY 2017-2018

07/01/2017 TO 07/31/2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>PCT USED</u>
<b>415 DEBT SERVICE 2016 SPLOST</b>				
EXPENDITURE:				
58 DEBT SERVICE	151,150.00	151,150.00	305,300.00	50.0
TOTAL EXPENDITURE	151,150.00	151,150.00	305,300.00	50
DEFICIENCY OF REVENUE BEFORE TRANSFERS	-151,150.00	-151,150.00	-305,300.00	50
OTHER FINANCING SOURCE:				
39 OTHER FINANCING SOURCES	302,300.00	302,300.00	305,300.00	99.0
TOTAL OTHER FINANCING SOURCE	302,300.00	302,300.00	305,300.00	99
EXCESS OF REVENUE AFTER TRANSFERS	151,150.00	151,150.00	0.00	0

SPALDING COUNTY BOC  
REVENUE & EXPENDITURE STATEMENT FOR 505 WATER FUND

FY 2017-2018

07/01/2017 TO 07/31/2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>PCT USED</u>
<b>505 WATER FUND</b>				
REVENUE:				
30 FUND BALANCE	0.00	0.00	75,000.00	0.0
34 CHARGES FOR SERVICES	772,014.89	772,014.89	8,394,951.00	9.0
TOTAL REVENUE	772,014.89	772,014.89	8,469,951.00	9
EXPENDITURE:				
51 PRSNL SRVCS, EMPLOYEE BEN	21,878.37	21,878.37	313,592.00	7.0
52 PURCH/CONTRACTED SRVCS	459,241.49	472,086.49	5,984,870.00	8.0
53 SUPPLIES	7,500.85	8,066.77	313,600.00	3.0
54 CAPITAL OUTLAY	0.00	14,305.00	600,000.00	2.0
55 INTERFUND/INTERDEPT CHRGS	0.00	0.00	59,984.00	0.0
56 DEPRECIATION/AMORTIZATION	0.00	0.00	194,465.00	0.0
58 DEBT SERVICE	84,742.71	84,742.71	1,003,440.00	8.0
61 OTHER FINANCING USES	1,000,000.00	1,000,000.00	0.00	0.0
TOTAL EXPENDITURE	1,573,363.42	1,601,079.34	8,469,951.00	19
DEFICIENCY OF REVENUE BEFORE TRANSFERS	-801,348.53	-829,064.45	0.00	0
DEFICIENCY OF REVENUE AFTER TRANSFERS	-801,348.53	-829,064.45	0.00	0

## SPALDING COUNTY BOC

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

FY 2017-2018

07/01/2017 TO 07/31/2017

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE INCLUDING ENCUMBRANCES</u>	<u>BUDGETED</u>	<u>PCT USED</u>
<b>620 WORKERS COMP TRUST FUND</b>				
REVENUE:				
36 INVESTMENT INCOME	3,512.31	3,512.31	0.00	0.0
TOTAL REVENUE	<u>3,512.31</u>	<u>3,512.31</u>	<u>0.00</u>	<u>0</u>
EXPENDITURE:				
51 PRSNL SRVCS, EMPLOYEE BEN	20,594.12	20,594.12	190,000.00	11.0
55 INTERFUND/INTERDEPT CHRGS	-8,215.63	-8,215.63	652,745.00	-1.0
58 DEBT SERVICE	1,943.07	1,943.07	4,200.00	46.0
TOTAL EXPENDITURE	<u>14,321.56</u>	<u>14,321.56</u>	<u>846,945.00</u>	<u>2</u>
DEFICIENCY OF REVENUE BEFORE TRANSFERS	<u>-10,809.25</u>	<u>-10,809.25</u>	<u>-846,945.00</u>	<u>1</u>
OTHER FINANCING SOURCE:				
39 OTHER FINANCING SOURCES	0.00	0.00	846,945.00	0.0
TOTAL OTHER FINANCING SOURCE	<u>0.00</u>	<u>0.00</u>	<u>846,945.00</u>	<u>0</u>
DEFICIENCY OF REVENUE AFTER TRANSFERS	<u><u>-10,809.25</u></u>	<u><u>-10,809.25</u></u>	<u><u>0.00</u></u>	<u><u>0</u></u>



## SPALDING COUNTY BOARD OF COMMISSIONERS Approval of Minutes

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**Requesting Agency**

County Clerk

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**Requested Action**

Consider approval of minutes for the Spalding County Board of Commissioners Regular Meeting on August 7, 2017.

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**Requirement for Board Action**

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**Is this Item Goal Related?**

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**Summary and Background**

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

Approval

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**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> 2017-8-7 BOC Regular Meeting Minutes	8/21/2017	Backup Material

## MINUTES

**The Spalding County Board of Commissioners held their Regular Meeting in the W. Elmer George Municipal Hall, One Griffin Center, Solomon Street Entrance on Monday, August 7, 2017, beginning at 6:00 p.m. with Chairman Bart Miller presiding. Commissioners Raymond Ray, Rita Johnson and Donald Hawbaker were present. Commissioner Gwen Flowers-Taylor joined the meeting at 6:40 p.m. Also present were County Manager, William P. Wilson Jr., Assistant County Manager, Eric Mosley, County Attorney, Jim Fortune and Executive Secretary, Kathy Gibson to record the minutes.**

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

**II. INVOCATION** led by Commissioner Rita Johnson.

**III. PLEDGE TO FLAG** led by Commissioner Raymond Ray.

**IV. PRESENTATIONS/PROCLAMATIONS**

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

Mr. Wilson stated our local legislative delegation and representatives from the Georgia Transportation Infrastructure Bank are here to make a presentation.

Kirk Fjelstul is the Strategic Programs Administrator for the State Road and Tollway Authority. Mr. Fjelstul operates the infrastructure bank for SRTA called the Georgia Transportation Infrastructure Bank or GTIB. He stated that it gives him great pleasure to come and celebrate a grant award to Spalding County that was issued by the SRTA Board.

Mr. Fjelstul stated that the grant award is for North Hill Street and East McIntosh Road intersection improvements. He wanted to make sure that he thanked the Spalding County Board of Commissioners and the County's staff, Mr. Wilson and Mr. Martin, who put together a great application. Once the application was complete, they did a wonderful job of getting together additional details and talking through the project finances and schedule. He then thanked Senator Harbin, Representative Knight and Representative Mathiak for their support of the GTIB program.

Mr. Fjelstul stated that the GTIB program is appropriated annually by the General Assembly. Currently we have approximately \$13 million appropriated to us annually and this year in the amended budget an additional \$10 million giving us \$23 million for 2017. The GTIB program started in 2010 and we have awarded in competitive grants and loans approximately \$105 million.

Mr. Fjelstul stated that this program looks for three things: Transportation projects that are going to improve congestion mobility, projects that are going to enhance economic development and projects that have strong safety components built into them. We are looking for projects that can be completed quickly and in the case of Spalding County this project has strong community support, both in terms of the planning efforts and "skin in the game." Spalding County contributed substantial SPLOST funds to this project and we like to see a lot of community involvement in these programs.

Mr. Fjelstul stated that this year they received 42 applications and granted 22 awards. There is a lot of competition involved. They received requests for more than \$50 million in grant and loan funds and we ultimately awarded approximately \$23.6 million. Spalding County should be proud of the work you have done.

The project itself is the North Hill and McIntosh Road Intersection improvement. It was a strong candidate to us as it had multiple planning efforts that were involved in what is the redevelopment corridor of the County and it includes realignment of McIntosh Road and Hill Street which makes it a good safety project. The plans also call for economic

redevelopment of that intersection as well. Additionally, there was a local commitment of SPLOST funds to the project. He then presented Spalding County with a check in the amount of \$915,251.00.

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.

Sheriff Dix stated he has the honor of recognizing two recent retirees, but on the other side of that equation we have lost two law enforcement officers with over 25 years' experience each from our agency.

Sheriff Dix stated that Deputy Julie Gates is leaving the Sheriff's Office and is going to work for Southern Crescent Technical College as an instructor. When she first approached him to discuss her plans, it was heart breaking but he stated that he is excited that she is having this opportunity. She spent a lot of time in the field and was the only crime scene investigator, which meant she was on call 24 hours a day, seven days a week, 365 days a year. She has a wealth of knowledge and he is keeping her telephone number just in case he needs to call her. He then presented Ms. Gates with a plaque for her years of service and dedication to the Sheriff's Office.

Deputy Gates thanked Sheriff Dix and said it was a hard decision. Ms. Gates stated that she had enjoyed what she has done both working in CSI and her duties at the jail. As a Crime Scene Investigator she has learned a lot and thanked the Sheriff for his support.

Sheriff Dix then introduced Deputy Mike Haygood. Mike has been at the Sheriff's Office forever. Mike, to a lot of people in this community, has been more than just a Deputy Sheriff, leader and a supervisor. Mike has been a friend. He has observed Mike's interaction with people in the hardest of times and the most difficult of times, and he always has the ability to calm people down and get people back in their right frame of mind. Mike has been a personal friend for nearly 30 years and many have grown to love him and depend on him. Mike is moving on after 25 years of service at the Sheriff's Office and he wanted to thank him for everything he has meant to the Sheriff's Office and everything that he has meant to this Community.

Mr. Haygood stated that over the past 25 years he has made a lot of dear friends and he has been through a lot and seen a lot. Overall it has been a good experience. He stated that when he was a supervisor he always took care of his people. He added that years ago he had a superior tell him that if you take care of your people, they will take care of you and it has worked out well for him.

## **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.

Kelvin Chute, 118 Houston Street, Barnesville, Georgia, stated that he is currently the Fire Chief for the City of Barnesville and had previously worked for 16 years

for Spalding County. He stated that when he started with the City of Barnesville there was a need for extrication equipment. If there was an entrapment situation they would have to call the County to assist and would have to wait for them to arrive with the equipment.

In networking with the Spalding County Fire Department, he learned that the County had some extrication equipment they intended to surplus. Through the efforts of Deputy Chief Clark and the generosity of the Board of Commissioners, the City of Barnesville was able to obtain this equipment. Chief Chute stated that he is here this evening on behalf of the City of Barnesville Mayor, City Council and the citizens to thank Spalding County for two sets of extrication equipment that was surplus and transferred to the City of Barnesville.

Selina Williams, 107 Kathryn Road, Griffin, Georgia stated that she was here this evening to request that the County consider changing the county ordinance with regard to loud music. She stated that her daughter has severe epilepsy and the music in her neighborhood is excessive. She stated they had gone to court regarding the matter and it had been dismissed due to the ordinance not being specific in addressing this issue. She asked that the County review the ordinance to mirror the state ordinance to accommodate sensitivity to noise for those with health issues.

Mr. Wilson advised that Ms. Williams spoke with him before the meeting tonight, and they have spoken on several occasions and the Sheriff's Office has been to her residence many times. He advised that he would speak with Chief Magistrate Cavanaugh and explore further the details of that case and see if we can come up with a solution to the problem.

## **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.

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

## **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.

Mr. Wilson stated that at the Zoning Public Hearing on July 27, 2017 the Board approved this application on first reading, this is the second and final reading.

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



**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.

Mr. Wilson stated that this is a \$1.6 million intersection improvement project for Intersection #3 of the LCI study that was done on North Hill Street. This is the Agreement with the Georgia Transportation Infrastructure Bank for which the County to received funding discussed earlier in this meeting.

We are currently working on Intersection #2 which is a 50/50 split collaboration with the City of Griffin. Intersection #2 was financed with 2008 SPLOST funding. Intersection #3 will be funded by the 2016 SPLOST and this grant. This is an excellent project which will complete the LCI study for the North Hill Street corridor.

***Motion/Second by Ray/Johnson to approve an Agreement with the Georgia Transportation Infrastructure Bank for the GTIB Grant to assist with funding improvements for Intersection #3. Motion carried unanimously by all.***

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

Sheriff Dix stated that K-9 Bella is a tracking dog, a blood hound, who has been operational since 2011. Sgt. Josh Pitts is Bella's handler. Bella has started to develop some health issues that are not going to get any better. Sgt. Pitts has taken responsibility for the care and feeding of Bella personally and the vet bills have not been an expense to the County. He then asked Sgt. Pitts to advise some of the things that Bella has done during her career with Spalding County.

Sgt. Pitts stated Bella was gifted to the Sheriff's Department by the Georgia Department of Corrections in 2011. Sgt. Pitts, along with the Georgia Department of Corrections, trained her, so he has been her handler since she was 6 weeks old. Bella has tracked down some "bad guys" and she has found numerous missing children. Her most recent find was in August of last year, a 3 year old was kidnapped and she tracked the bad guy down with the child a mile and a half to two miles away, in the rain, about 24 hours after the abduction. Bella has jumped in and out of a Tahoe for six years, every day, and it has taken a toll on her. He would appreciate her being able to spend the rest of her days chasing a tennis balls instead of the bad guys.

***Motion/Second by Hawbaker/Ray to declare K-9 Bella as surplus and transfer her to Sgt. Josh Pitts as caretaker. Motion carried unanimously by all.***

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.

Mr. Wilson stated that this is a new license for a new business. It is a grocery store at the intersection of East McIntosh and North Hill Street and that has been closed for several years. They do meet all of the requirements for the license and staff recommends approval.

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

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.

Mr. Wilson stated that the County does not issue one day permits. The Human Society comes to us annually with this request, as the State requires us to sign off for the State to issue that one day permit for a fund raising event. This is their annual event and staff recommends approval.

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

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

Mr. Wilson stated that this is the final plat for Pod 38B and they have met all of the requirements. This is a two stage process, we accept the plat first and then the right-of-way deed. Staff recommends approval.

***Motion/Second by Hawbaker/Johnson to approve the final plat for Sun City Peachtree Subdivision - Pod 38B. Motion carried unanimously by all.***

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

Mr. Wilson stated that this is the actual Right-Of-Way deed for the street itself. The Public Works Department and Community Development Department have reviewed this and recommend acceptance of the Right-Of-Way deed.

***Motion/Second by Hawbaker/Ray to approve the Right-of-Way Deed for Pod 38B (Sun City Peachtree). Motion carried unanimously by all.***

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

Mr. Wilson stated that each time the Board accepts a new plat and a new Right-Of-Way deed, there is a new street light district created for those areas. Pulte Homes has petitioned the County for a street light district. They own all of the lots in the Pod. We generally have the Public Hearing for the street light district at the subsequent meeting which will be August 21<sup>st</sup>. We request permission to advertise and hold that meeting during the August 21<sup>st</sup> meeting.

***Motion/Second Hawbaker/Ray to hold a Public Hearing to establish a street lighting district for Sun City Peachtree – Pod 38B on August 21<sup>st</sup>, 2017. Motion carried unanimously by all.***

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

Mr. Wilson stated that this is a request from the Human Resources Department. Spalding County is required by the State to do this. It is \$300 per year for us to run anyone who is an applicant for public benefits through the SAVE Program. This item has been budgeted and staff recommends approval.

***Motion/Second by Ray/Johnson to approve an Addendum to the SAVE (Systematic Alien Verification for Entitlements) Program Memorandum of Understanding for FY 2018. Motion carried unanimously by all.***

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.

Mr. Wilson stated that the Spalding County Water & Sewerage Facilities Authority would like to pursue a 2018 CDBG grant. We sent out requests for proposals for both Grant Administration and Engineering services. We received a single proposal back from Allen Smith Consulting for Grant Administration. We received four proposals back for Engineering Services and we are recommending that Paragon Consulting do the engineering for this project. Any of the grant matches or other costs required will be paid by the Water Authority. The Grants can only be issued to the County, so the County will act as the “pass through” for the Water Authority.

The Water Authority currently has Plant #1 located behind the old Dundee Mills Headquarters that currently services 7 houses. This project could provide sewer to approximately 40 houses and it is believed the income levels and other requirements of the grant could be met as well. This is at the request of the Water Authority. It has been bid out and these two entities are recommended for these services.

Commissioner Flowers –Taylor joined the meeting at 6:40 p.m. during discussion of this item.

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

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.

Mr. Wilson stated that this is Phase I of the TSPLOST. Tonight the County Commissioners are set to approve the contract with the cities of Griffin, Orchard Hill and Sunny Side. Tomorrow night the City of Griffin will approve it on their Agenda.

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.

The next item is a call for the election. Once Orchard Hill, Sunny Side and the City of Griffin sign the contract. Thursday, the Board of Elections will hold a Special Called Meeting agreeing to call for the election that the Board will be authorizing tonight under the next item of business.

Mr. Wilson stated that this contract has all of the projects that the Board has agreed to and include the distribution between the City and County. Both the City and the County will be issuing bonds should this referendum pass in November. This resolution outlines the intergovernmental agreement between the four entities.

***Motion/Second by Hawbaker/Johnson to approve a resolution authorizing execution of contract with the Cities of Griffin, Orchard Hill and Sunny Side for a Transportation Special Purpose Local Option Sales Tax. Motion carried unanimously by all.***

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.

Mr. Wilson stated that once the Board adopted the Resolution calling for the election along with the intergovernmental agreement, this resolution asks the Board of Elections to ratify the action and to call for an election on November 7<sup>th</sup>. The BOE has to physically wait until the City of Griffin, Orchard Hill and Sunny Side approve the contract that you just approved. That will happen Tuesday and Wednesday and the BOE will meet on Thursday.

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 7<sup>th</sup> 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 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

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 7<sup>th</sup> 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

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

12. Consider approval of contract with the City of Orchard Hill to conduct City elections.

Mr. Wilson stated that a number of years ago, we signed a contract with the City of Griffin to conduct municipal elections for the City of Griffin. The City of Orchard Hill came to the Board of Elections earlier this year and asked if we would consider and get them some pricing on handling their elections. Since that time the City of Sunny Side has also requested this service, so we are working with them as well, but we do not have a contract with them.

Mr. Wilson advised that we took the contract with the City of Griffin and modified it for the City of Orchard Hill. The County Attorney has reviewed the document in form and Marcia Ridley, our Board of Elections Supervisor has provided all of the documentation and costs and staff recommends approval.

**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 undeliakings, 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 inter local 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

***Motion/Second by Johnson/Ray to approve a contract with the City of Orchard Hill to conduct City elections. Motion carried unanimously by all.***

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 its intersection with Third Street and A Z Kelsey Avenue.

Mr. Wilson advised that a request from Zack Holmes, Chairman of the Spalding County Parks and Recreation Advisory Commission requested this action. He stated that he would defer to Commissioner Flowers-Taylor because she is a member of the Park and Recreation Advisory Commission and was very involved with this request.

Commissioner Flowers-Taylor added that there should also be a letter from

CEO of the Griffin Housing Authority, Bob Dull, also asking that this street be made a dead end. Since the Heritage Park renovation is starting to happen at Fairmont we have found the amount of traffic on Blanton Avenue, from Blanton and Haskle Ward down to Blanton and Kelsey is very fast. Once the fence is down and the ball field is turned into a green space and possibly a playground area, we feel it is important that cars are not driving from one side of the part to the other at high rates of speed.

Commissioner Flowers-Taylor stated that members of the Advisory Commission had spoken with the Police Chief who advised that the only problem he could foresee with the City would be emergency response vehicles, but it shouldn't be a problem as most of the emergency response vehicles would be coming from the North Hill Street or South Hill Street sides to get to that area.

Commissioner Flowers-Taylor stated that the issue for us is safety as we are expanding a park. The park will go from Fairmont at Kentucky Avenue all the way over to Fairmont at Heritage Park and Jefferson Street so we feel this is important due to the continuity of the Park, for the safety of the people using the Park and it may also allow for additional parking. Parking is not the issue at this time, slowing the traffic down and decreasing the traffic is the concern.

Commissioner Flowers-Taylor stated that the Park and Rec Advisory Board would like the Board of Commissioners to send a request to the City of Griffin requesting that the street either be made a one-way street or that it be made into a dead end beginning at AC Kelsey and Blanton Avenue at 3<sup>rd</sup> Street.

***Motion/Second by Johnson/Ray to approve a 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 its intersection with Third Street and A Z Kelsey Avenue.***

Commissioner Ray asked if the request is for a one-way or a dead end.

Commissioner Flowers-Taylor advised that the request is for a dead end.

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

14. Consider cancellation of the September 4, 2017 Board of Commissioner's Regular Meeting due to the observance of the Labor Day Holiday.

Mr. Wilson stated that this is our Labor Day Holiday and is also the Regular Meeting date. Staff recommends cancellation of the meeting. He added that we can have a Special Called Meeting if needed.

***Motion/Second by Ray/Flowers-Taylor to cancel the Board of Commissioners Regular Meeting scheduled for September 4, 2017 due to the observance of the Labor Day Holiday. Motion carried unanimously by all.***

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

- Mr. Wilson advised that the cookies that the Board had at their seats when they arrived were provided by the Senior Center celebrating 2 years of service of the Meals on Wheels and Senior Meals program. You will notice on the back of each of the cookies there is a note from a Meals on Wheels client. So make sure to

read the back of the card. We are celebrating two years of this great program.

- Everyone is invited to a reception for Kenda Woodard next Thursday, August 17<sup>th</sup>, from 3:00-5:00 p.m. at the Welcome Center. Sponsored by Main Street and GSBTA.
- He wanted to let everyone know that Norfolk Southern has completed the maintenance at the railroad tracks at Green Valley and in front of the State Patrol Post. He has been over them several times going both North and South and they are much smoother than they were before.
- Last Friday, we met with representatives from Headley Construction and today their Substantial Completion Letter and their Punch List for the Pickleball facility was presented by Mr. Buffington with Paragon Consulting.
- Commissioner Flowers-Taylor had asked about the Housing Study. Chad Jacobs met with Toussaint Kirk and the consultant last week. They are almost finished with the 9,000+ parcels they reviewed. As you may recall, we have an Archway Retreat on August 23<sup>rd</sup> and that was one of the goals for that retreat. He stated that he believes the plan is to present the report it to the City Commission on the 25<sup>th</sup>. We will have it presented to our Board as well. But there may be some preliminary information presented at the Archway Retreat on the 23<sup>rd</sup>.
- The Archway Follow-up Retreat will be from 4:00-8:00 p.m. on August 23<sup>rd</sup> at the Senior Center. If you can arrive 3:15-3:30 we're going to have folks there who are working on our Comprehensive Plan. They are going to have maps and be available to answer any questions. We had planned to present at the Archway Retreat, but there were too many agenda items to include that presentation.
- We are announcing tonight that we have reorganized and combined Parks, Public Grounds and Public Works. Effective tomorrow, T.J. Imberger will be the new Parks, Public Grounds and Public Works Director. Mr. Crane who has served as Interim Public Works Director will move back to his old position of Assistant Public Works Director. There will be some restructuring at Public Works over the next 6-9 months. This was announced to the Parks & Public Grounds employees at a meeting last Friday at 9:00 a.m. and then at a separate meeting for Public Works at 2:00 p.m. on Friday. This will also be announced tomorrow morning at the staff meeting and a press release is forthcoming.
- Fairmont- Heritage Park Projects:
  - At Fairmont they are now working on the HVAC, our play structures are ordered and in stock, our site amenities are in stock. Our architectural work is complete on the press box remodel and the building permit was issued last week.
  - Architectural plans are currently being drawn for the remodel, pavilion expansion and neighborhood restrooms.
  - The new volleyball court is waiting for sand.
  - The perimeter fence is complete.
  - The first phase of the sidewalk back to the center is complete.
  - New dumpster pad is complete.
  - Phase I of security lighting at Fairmont is complete.
  - Gym floor bid is in the process of being issued.
  - The pavilions to be installed are in stock.
- Heritage Park
  - Asbestos removal is complete
  - Lead abatement is 50% complete



- Architectural drawings to start after completion of Fairmont drawings are completed.
- Large tree removal for sidewalks completed.
- Interior fence removal completed.
- Play structures in stock.
- Pavilions in stock.
- Civil Engineering site location meeting was last week, on August 1<sup>st</sup>, and the site amenities are in stock.

We have been meeting with the City of Griffin to locate two new crosswalks and we are planning a display site for stream reconstruction teaching area with the City for storm water in that area as well.

Since we have now completed the Pickleball Facility, the State Construction Crew will be moving to Fairmont-Heritage Park so you will be seeing many more changes coming in the future at Heritage Park.

Commissioner Hawbaker asked about the estimated completion date for the roundabout.

Mr. Wilson stated that the roundabout will probably be completed for traffic before the bridge, but we are still looking at early September.

## **XII. REPORT OF COMMISSIONERS**

### Commissioner Donald Hawbaker:

- Wanted to say congratulations and thank you for the vote for moving forward with the TSPLOST. He stated he is glad that we are bonding approximately 80 miles of resurfacing because the citizens will immediately see the effects of their vote. He hopes that the residents of the County will educate themselves on the benefits of the SPLOST and make an informed vote.
- This weekend there will be the second full scale Pickleball Tournament at the new facility. They had planned to cut off registrations at 150 participants, but they had such an enthusiastic response the current registrants are north of 150 and he is not quite sure what the count is at this time. This event is a locally sponsored event and is called the Doc Holiday Shootout and even some who are coming from close by are planning to book motels and plan to explore the Griffin area and visit the Doc Holiday Saloon.
- Congratulations to the retiring Spalding County Sheriff's Deputies and he thanked them for their service.

### Commissioner Raymond Ray:

- Wanted to extend his personal thank you to the Norfolk Southern Railroad for the construction on the railroad crossings. It has been a long time coming, but you can go across them now without hitting your head on the roof of your vehicle.
- Thank you to the staff for their work on the Georgia Transportation Infrastructure Bank Grant. If you had not done all of the work that was done we would not have \$915 + thousand dollars to help us with our road infrastructure.
- We will be looking at the noise ordinance sometime within the next 30-45 days to try and address issues brought up by Ms. Williams earlier tonight.
- Ladies and gentlemen please remember that on Wednesday school opens. Kids are not looking for cars, we need to be careful and look for them. If you would, just slow down when you are around the schools and be mindful of them walking or riding bikes up and down the roads.

### Commissioner Gwen Flowers-Taylor:



- She would like to see some evidence, as in the posting of signs regarding the SPLOST projects that are being worked on be identified within the County. She said she hasn't seen anything in the Fairmont Area saying upcoming project is being paid for with SPLOST dollars. She feels it is really important for people to know that. These are SPLOST dollars being spent on the road and bridge projects. That this recreation project is funded by SPLOST money. We need to be doing a better job letting citizens know that SPLOST made these projects possible. Let's try to get some signs out pretty quickly.
- She had spoken with William and T.J. earlier this month about the company that does our job evaluations. According to William they have a proprietary software where they enter the data in their system and provides the evaluations requested. In this time of information technology, it should not take six months to get a response regarding a job description. She feels it is taking entirely too long to get job descriptions.

When she hears it is going to take 6-9 months to get the restructuring of the Parks, Public Grounds and Public Works completed, she is totally not okay with that because we knew this was the plan. She feels we need to look at that, she doesn't feel that just because we are government we should go as slow as we can. We have promised better morale, we have promised the citizens better service out of Public Works and we have promised ourselves more productivity.

- She feels that the issues with the sub-standard housing is a big deal. We have such an issue with it both in the City and the County. They have gotten about 40% of the mill down below her house in East Griffin, so hopefully they will continue with that.
- She also asks that everyone be mindful of the kids starting back to school this week. Just know that they are out there and we need to be looking for them.

Commissioner Rita Johnson:

- She offered a big congratulations to the two officers who have retired. 17 years and 25 years says a whole lot about those two individuals and a whole lot about the department and the new leadership as well.
- Very excited about the grant we received from GTIB for infrastructure. It is very exciting times as we continuously work to move this County forward. This will be a large addition to Spalding County.
- Today marks three months until the vote on the TSPLOST, so there is work to be done. We need to be mindful of that.
- She is going to try to make the Archway Retreat. In the meantime, she and William will get with Kristen Miller to get a refresher out to the group on what was agreed to in February so that we can assess the progress.

Mr. Wilson advised that he has the report on the goals and objectives and he will email it to all the Commissioners.

Chairman Bart Miller:

- He would also like to thank the two officers who have retired. He has known Mike for some time and he has had individual contact with them and he thinks both of them have done a great job and have been of great service to this community.
- The grant from the Infrastructure Bank is going to be a great help to the citizens of Spalding County. He was not aware that those types of funding opportunities were available through the State.

Mr. Wilson stated that he had left one item out of his report. We will be setting the mileage rate this month. The Board of Education is a recommending authority, they

must actually vote to recommend a mileage rate to the County Commissioners and only the County Commissioners can levy the tax. The law requires they meet before us. The School Board only has one meeting in August, it was August 1<sup>st</sup>. Law requires the levy be delivered to the state on or before September 1<sup>st</sup>.

He is pleased to announce that the Spalding County Board of Commissioners for the second year in a row will be reducing the mileage rate. We will be reducing it from 15.66 to 15.36 mills. On an average \$100,000 house with homestead exemption the taxes will decrease approximately \$11.40. It is the second year in a row that we have done this and we will be setting the rate on the 21<sup>st</sup> or 24<sup>th</sup>. He is pushing the School Board to try to have their meeting before those times so that we can get the Tax Commissioner everything that she needs to go to Atlanta to get the tax digest approved for a November 15<sup>th</sup> due date. We will be lowering the General Fund mileage rate from 15.66 to 15.36 mills.

Commissioner Hawbaker asked if the school would be doing a rollback rate.

Mr. Wilson advised that the School would be recommending a rollback rate, we are keeping the same rate on the Fire District and he was not sure about the City of Griffin.

**XIII. CLOSED SESSION**

**XIV. ADJOURNMENT**

***Motion/Second by Ray/Hawbaker to adjourn the meeting at 7:14 p.m.  
Motion carried unanimously by all.***

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

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



**SPALDING COUNTY BOARD OF COMMISSIONERS**  
**Public Hearing Street Light District - SCP Pod 38B**

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**Requesting Agency**

Office of Community Development

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**Requested Action**

Conduct public hearing to consider the establishment of street light district for Sun City Peachtree - Pod 38B.

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**Requirement for Board Action**

Chapter 6. Section 4-6004.

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**Is this Item Goal Related?**

No

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**Summary and Background**

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

N/A



## SPALDING COUNTY BOARD OF COMMISSIONERS Approval Street Light District - SCP Pod 38B

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**Requesting Agency**

Office of Community Development

---

**Requested Action**

Consider approval of street light district for Sun City Peachtree - Pod 38B

---

**Requirement for Board Action**

Chapter 6. Section 4-6004.

---

**Is this Item Goal Related?**

No

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**Summary and Background**

New street light district has been requested by Pulte Homes. Lights have been approved by Central Georgia EMC and meet street lighting standards approved by the County ordinance. Pod 38B district will cost \$1,440.00 annually.

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**Fiscal Impact / Funding Source**

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

Description	Upload Date	Type
<input type="checkbox"/> Central Georgia EMC Correspondence	8/14/2017	Backup Material
<input type="checkbox"/> Petition for Street Lighting	8/14/2017	Backup Material
<input type="checkbox"/> Underground Wiring-Outdoor Lighting Agreement	8/14/2017	Backup Material
<input type="checkbox"/> Street Light Placement Map	8/14/2017	Backup Material



## Central Georgia EMC

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

05/2/2017

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

RE: Sun City Pod 38 B Lights

Ms. McDaniel,

Per your request, please find enclosed a lighting layout for pod 38 B, which is off of Bay Skipper Ct. Along with the contract; I have indicated each of the light locations with blue stars. Below is a breakdown of the cost and type of lights for this pod.

Pod 38 B will consist of (5) led green acorn lights @ \$24/ light/month for a total monthly rental fee of \$120.00

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

Thank You,

Daniel Williams  
Staking Technician

Enclosures

## PETITION FOR STREET LIGHTING

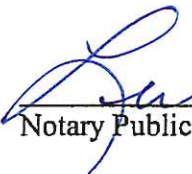
We, the undersigned, all being property owners of the Spalding County Street Lighting District SCP Pod 38B do hereby petition Spalding County Board of Commissioners for the placement of street lights through our subdivision or street(s).

Each of us does hereby pledge and consent to levying of a lien by Spalding County against property we own for the purpose of payment of the cost of placing and operating the street lights. There are 38 (number) lots currently existing in Street Light District SCP Pod 38B and each owner as shown on the tax records had affirmatively signed this petition or their indication for disapproval is noted herein.

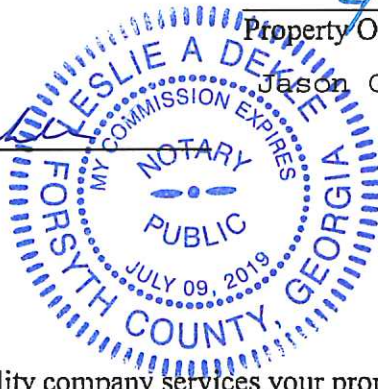
This petition represents 38 (number) affirmative votes, 100 % of this district to be effective in this request. Your signature on this petition indicates that you have read and fully understand all information as prescribed on page 1 of this petition.


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

Sworn to and subscribed before me, this 27 day of April, 2017.

  
Notary Public

(Seal)



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

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

Georgia Power \_\_\_\_\_ City of Griffin \_\_\_\_\_ Central GA EMC X Other \_\_\_\_\_



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

**UNDERGROUND WIRING / OUTDOOR LIGHTING AGREEMENT**

Name: Spalding Co Commissioners Acct. No.: 12426-032 Loc. No.: 1107-20-703  
(Print Name as Listed on Bill Card)

Address: P.O. Box 1087 Griffin GA. 30223 . Pod 38 B Bay Skipper

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

**1. INFORMATION AND COST**

Lights, Fixtures, and Poles:

Quantity 5 Rate 12 Class 7 Cost Per Month \$120.00 each Total Cost \$120.00 per month Description: led green acorn light

**TOTAL COST PER MONTH \$120.00**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature: \_\_\_\_\_

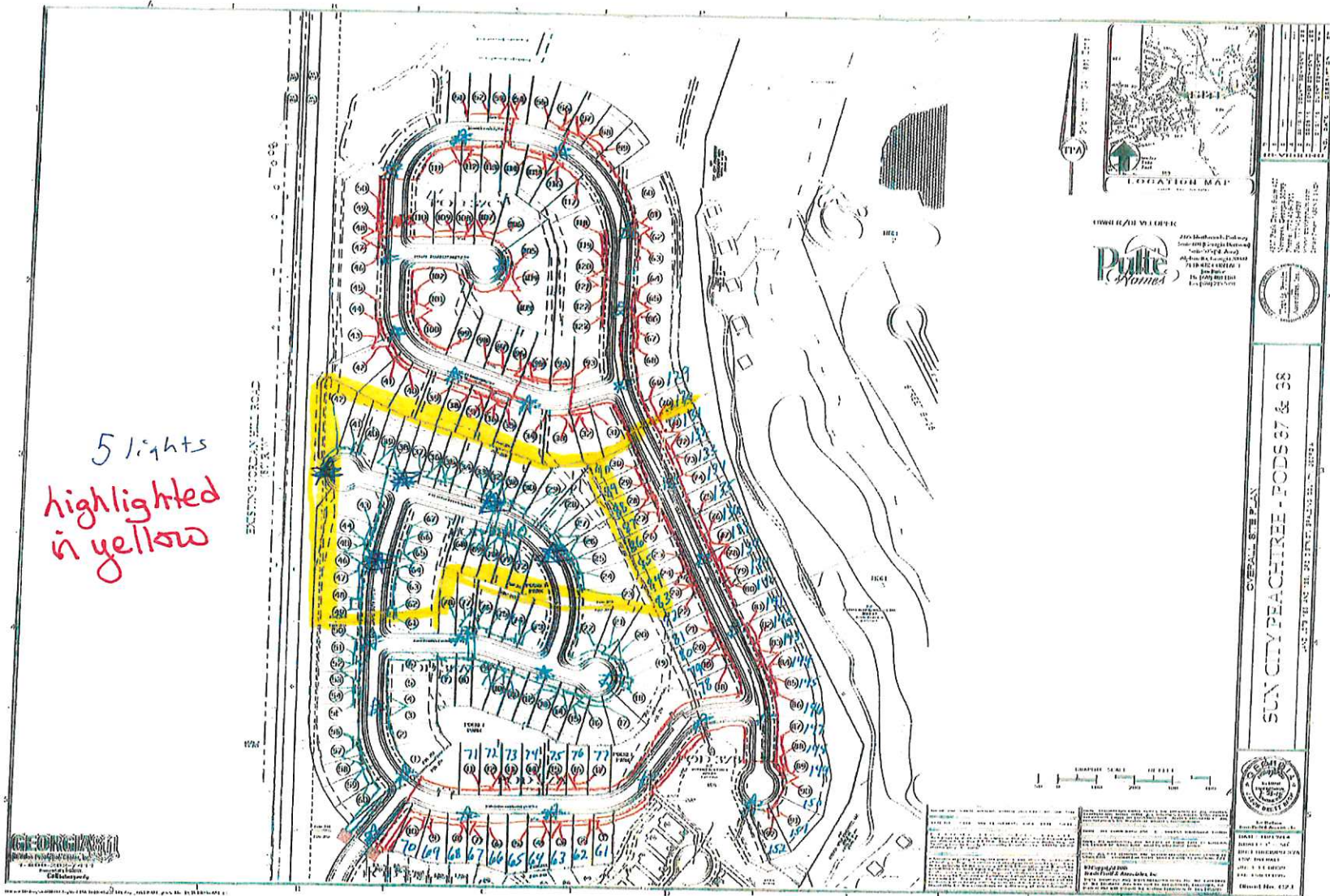
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



5 lights  
highlighted  
in yellow





## SPALDING COUNTY BOARD OF COMMISSIONERS High Falls Meadows Final Plat

---

**Requesting Agency**

Office of Community Development

---

**Requested Action**

Consider approval of final plat for High Falls Meadows Subdivision (minor) located off High Falls Road.

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**Requirement for Board Action**

Appendix A. Subdivision Ordinance - Section 403:F

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**Is this Item Goal Related?**

No

---

**Summary and Background**

Request from American Forest Inc. for a minor final plat approval has been received in the Community Development Office. Minor final plats are road frontage lots which are subdivisions by UDO definition but do not include any new infrastructure.

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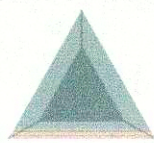
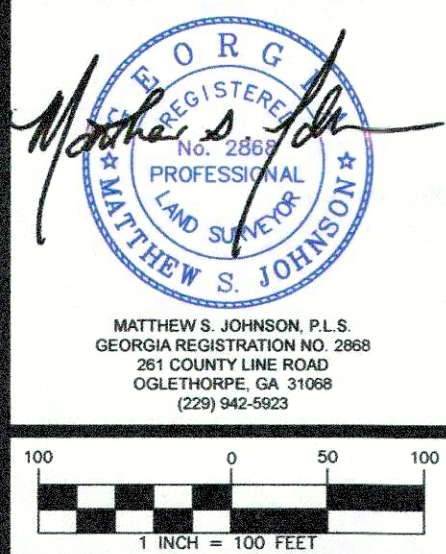
**Fiscal Impact / Funding Source**

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

Description	Upload Date	Type
<input type="checkbox"/> High Falls Meadows Subdivision Final Plat	8/14/2017	Backup Material

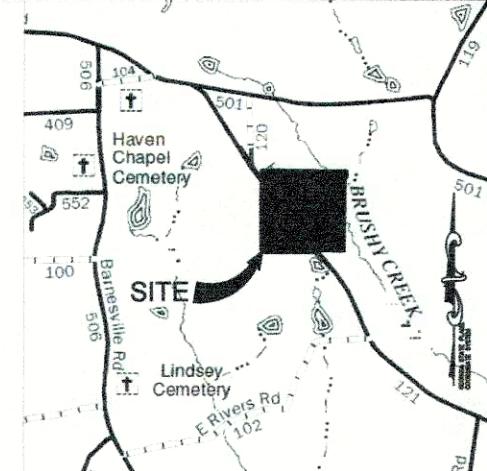




**TRINITY LAND SURVEYING**  
BOUNDARY - SUBDIVISION - ALTA/ACSM - TOPOGRAPHIC

FINAL SUBDIVISION PLAT OF  
HIGH FALLS MEADOWS SUBDIVISION  
FOR  
AMERICAN FOREST INC  
LOCATED IN LAND LOT 109  
3rd LAND DISTRICT (MONROE)  
SPALDING COUNTY, GEORGIA  
AUGUST 8, 2017

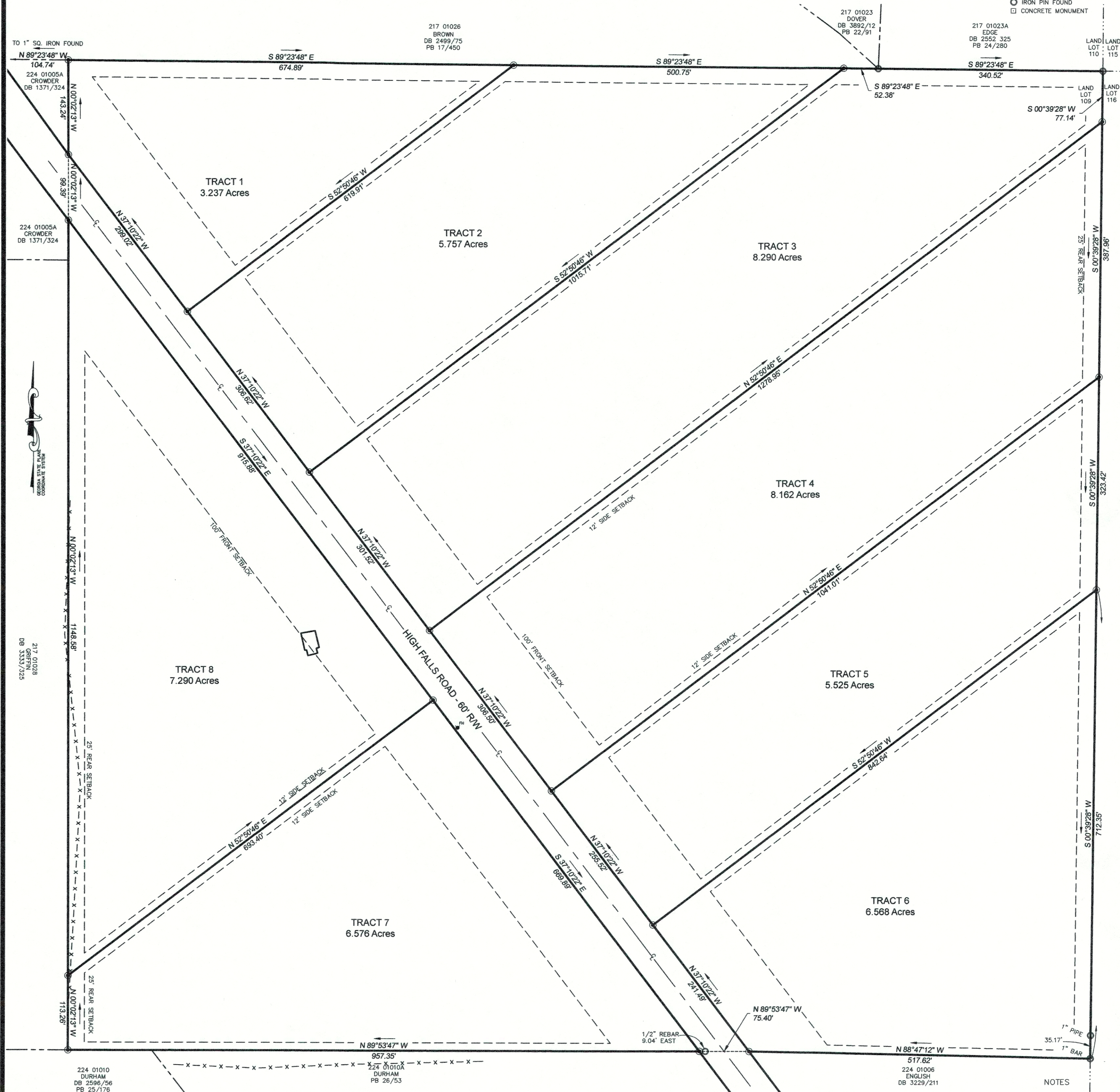
This Survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (OCGA) 15-6-67 as amended by HB1004 (2016), in that where a conflict exists between those two sets of specifications, the requirements of law prevail. It is hereby certified that this plat is true and correct as to the property lines and all improvements shown thereon, and was prepared from an actual survey of the property made by me or under my supervision; that all monuments shown hereon actually exist, and their location, size, type and material are correctly shown. The linear and angular measurements shown on this plat were obtained by using TOPCON HIPER II/V base and rover GPS receivers, in combination with a TOPCON QS-3 ROBOTIC TOTAL STATION. The relative positional accuracy obtained on the points utilized in this survey were less than or equal to 0.02' horizontal at the 95% confidence level. Distances shown hereon are ground distances obtained from grid measurements using a combined scale factor. This plat was calculated for closure and is found to have a minimum plot closure of one foot in 215,400 feet. The field survey was completed on 7/25/2017.



**LEGEND**

- 1/2" REBAR SET
- FENCE
- IRON PIN FOUND
- CONCRETE MONUMENT

THIS BLOCK RESERVED FOR THE CLERK OF SUPERIOR COURT



**SURVEYOR'S CERTIFICATION**

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 all monuments shown hereon actually exist or are marked "future" and that surveying requirements for final plats of the Subdivision Ordinance of Spalding County have been fulfilled.

*Matthew S. Johnson*  
Registered Land Surveyor No. 2868  
Date: 8/08/2017

**COMMISSION CERTIFICATION**

I hereby certify that this Final Plat was approved by the Spalding County Board of Commissioners on 8/8/2017 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

**SURVEYOR'S CERTIFICATION (I)**  
JURISDICTIONAL APPROVAL

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. The following governmental bodies have approved this map, plat, or plan for filing:

SEE COUNTY COMMISSION CERTIFICATION HEREON

This survey and certification given hereon is valid only if recorded in the office of the Clerk of Court in its original form by Matthew S. Johnson as shown by the participant ID in the Clerk's stamp in the upper left corner of this plat. No other uses are authorized by this surveyor.

*Matthew S. Johnson*  
MATTHEW S. JOHNSON GA RLS #2868

**REVISIONS**

8/8/2017: ADDED SETBACK LINES, CENTERLINE AND FIRE HYDRANT

No underground storage tanks are known to be located on this property according to the current and previous owner.

**NOTES**

Total area of subdivided land is 51.404 Acres

CURRENT OWNER  
American Forest Inc.  
815 Cherokee Road  
Gainesville, GA 30501

DEED REFERENCE  
Book 2316 Page 155

Property Zoned AR-1  
Building Setbacks:  
Front 100 feet  
Side 12 feet  
Rear 25 feet

Minimum lot area: 3 acres

Minimum lot width 200 feet

Minimum heated floor area per dwelling unit: 1,500 s.f.





## SPALDING COUNTY BOARD OF COMMISSIONERS

### Transfer Of Deed

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**Requesting Agency**

County Manager

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**Requested Action**

Consider transferring unused portion of Wild Plum Road deeded to Spalding County by the Georgia Department of Transportation to the Griffin-Spalding Development Authority.

---

**Requirement for Board Action**

---

**Is this Item Goal Related?**

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**Summary and Background**

This property should have been deeded to the Development Authority, but was instead deeded to Spalding County, by the Georgia Department of Transportation. The Griffin-Spalding Development Authority is requesting that the property be deeded to the Authority as it is now a portion of one of their lots at The Lakes at Green Valley.

---

**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

Approval

---

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Deed to Griffin-Spalding Development Authority	8/17/2017	Backup Material
<input type="checkbox"/> GDOT Legal Description and Plats	8/17/2017	Backup Material

After Recording Return To:  
Beck, Owen & Murray  
100 South Hill Street, Suite 600  
Griffin, Georgia 30223

Cross Reference: Deed Book 3434, page 1  
Spalding County, Georgia records.

**STATE OF GEORGIA  
COUNTY OF SPALDING**

**LIMITED WARRANTY DEED**

THIS INDENTURE, Made this \_\_\_\_\_ day of August, 2017 between **SPALDING COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA**, of the first part, and **GRIFFIN-SPALDING DEVELOPMENT AUTHORITY**, of the State of Georgia, County of Spalding of the second part,

**WITNESSETH:**

That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns the following described real property:

**FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE, TOGETHER WITH EXHIBITS B-1, B-2 AND B-3 ATTACHED TO THAT QUITCLAIM DEED RECORDED IN DEED BOOK 3434, PAGE 1, SPALDING COUNTY, GEORGIA RECORDS.**

This property is sold "AS IS - WHERE IS" with no warranties, expressed or implied, except for the warranty of title hereinafter set out, with all singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said parties of the second part, their heirs and assigns, forever, in Fee Simple.

AND THE SAID party of the first part, for its successors and assigns, will warrant and defend the right and title to the above described property, unto the said parties of the second part, their heirs and assigns, against the claims of all persons owning, holding or claiming by, through or under the said party of the first part.

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

**SPALDING COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF GEORGIA**

\_\_\_\_\_  
(SEAL)

**By: BART MILLER, CHAIRMAN OF THE BOARD OF  
COMMISSIONERS OF SPALDING COUNTY**

\_\_\_\_\_  
(SEAL)

**Attest: WILLIAM P. WILSON, JR., CLERK**

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Georgia



EXHIBIT "A"

PROJECT NO.: STP-IM-022-1(26)  
PM #: 2701  
PARCEL NO.: 6 A  
DATE OF R/W PLANS: November 2, 2001  
REVISION DATE: August 23, 2004

Page 1 of 2

All that tract or parcel of land lying and being in Land Lot 243 of the 2nd Land District of Spalding County, Georgia, being more particularly described as follows:

**BEGINNING** at a point 169.604 feet RIGHT of and opposite Station 214+50.00 on the construction centerline of the existing right of way line of Limited Access State Route 16; thence running S 22°36'18.33" W a distance of 65.821 feet to a point, said point being 70.000 feet left of and opposite Station 23+00.00 on the construction centerline on Wild Plum Road and the **ENDING OF LIMITED ACCESS**; thence running southeasterly 287.182 feet along the arc of a curve (said curve having a radius of 566.620 feet and a chord distance of 284.118 feet on a bearing of S 47°09'28.37" E) to a point, said point being 70.000 feet left of and opposite Station 26+22.66; thence running S 61°40'39.20" E a distance of 512.400 to a point, said point being 70.000 feet left of and opposite Station 31+35.06; thence running southeasterly 201.415 feet along the arc of a curve (said curve having a radius of 706.629 feet and a chord distance of 200.734 feet on a bearing of S 53°30'41.05" E) to a point, said point being 70.000 feet left of and opposite Station 33+16.52; thence running S 19°14'45.19" E a distance of 222.323 feet to a point, said point being 4.093 feet left of and opposite Station 35+18.26; thence running S 08°59'39.69" E a distance of 204.438 feet to a point, said point being 27.929 feet right of and opposite Station 37+25.00; thence running S 81°25'00.45" W a distance of 7.071 feet to a point, said point being 35.000 feet right of and opposite Station 37+25.00; thence running northwesterly 118.128 feet along the arc of a curve (said curve having a radius of 601.629 feet and a chord distance of 117.938 feet on a bearing of N 14°12'29.26" W) to point, said point being 35.000 feet right of and opposite Station 36+00.00; thence running N 32°40'15.37" W a distance of 140.455 feet to a point, said point being 50.000 feet right of and opposite Station 34+50.00; thence running northwesterly 138.219 feet along the arc of a curve (said curve having a radius of 586.629 feet and a chord distance of 137.900 feet on a bearing of N 40°04'57.91" W) to a point, said point being 50.000 feet right of and opposite Station 33+00.00; thence running N 55°17'57.97" W a distance of 46.136 feet to a point, said point being 55.000 feet right of and opposite Station 32+50.00; thence running northwesterly 105.010 feet along the arc of a curve (said curve having a radius of 581.629 feet and a chord distance of 104.867 feet on a bearing of N 56°30'17.24" W) to a point, said point being 55.000 feet right of and opposite Station 31+35.06; thence running N 63°54'46.05" W a distance of 512.790 feet to a point, said point being 75.000 feet right of and opposite Station 26+22.66; thence running northwesterly along the required right of way and the **BEGINNING LIMITED ACCESS** line 472.453 feet along the arc of a curve (said curve having a radius of 711.620 feet and a chord distance of 463.824 feet on a bearing of N 42°39'28.36" W) to a point on the existing right of way line of LIMITED

EXHIBIT "A"

PROJECT NO.: STP-IM-022-1(26)  
PM #: 2701  
PARCEL NO.: 6A  
DATE OF R/W PLANS: November 2, 2001  
REVISION DATE: August 23, 2004

Page 2 of 2

ACCESS State Route 16, said point being 75.000 feet right of and opposite Station 22+00.00; thence running N 54°18'44.63" W a distance of 111.238 feet to a point on the existing right of way and LIMITED ACCESS line of State Route 16, said point being 160.755 feet right of and opposite Station 211+50.00; thence running S 85°11'55.14" E a distance of 291.437 feet back to the **POINT OF BEGINNING**, being on the required right of way line of Wild Plum Road and the **ENDING LIMITED ACCESS** line, containing 4.155 acres ( $\pm 180,992$  square feet) more or less.



## EXHIBIT "A"

PROJECT NO.: STP-IM-022-1(26)  
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DATE OF R/W PLANS: November 2, 2001  
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## EXHIBIT "A"

PROJECT NO.: STP-IM-022-1(26)  
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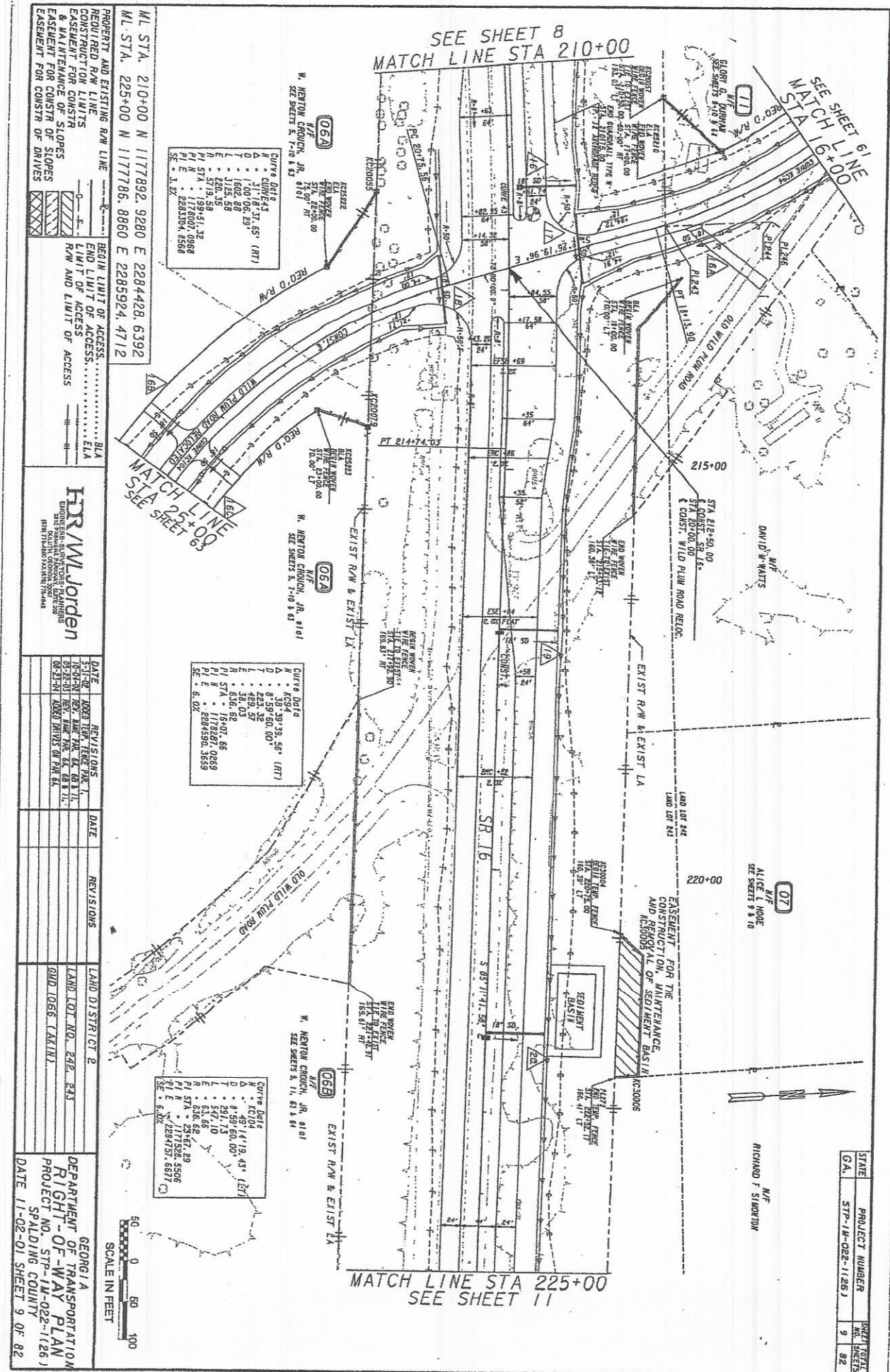
Page 2 of 2

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Said described land being shown in yellow on the attached plats, prepared by HDR/WL Jorden on November 2, 2001, marked EXHIBIT "B-1", sheet 9 (revised August 23, 2004), EXHIBIT "B-2", sheet 63 (revised May 22, 2003), and EXHIBIT "B-3", sheet 10 (revised May 31, 2002) is made a part hereof by reference.

This conveyance is made subject to any easement of record and any utility facilities permitted by the Department of Transportation.





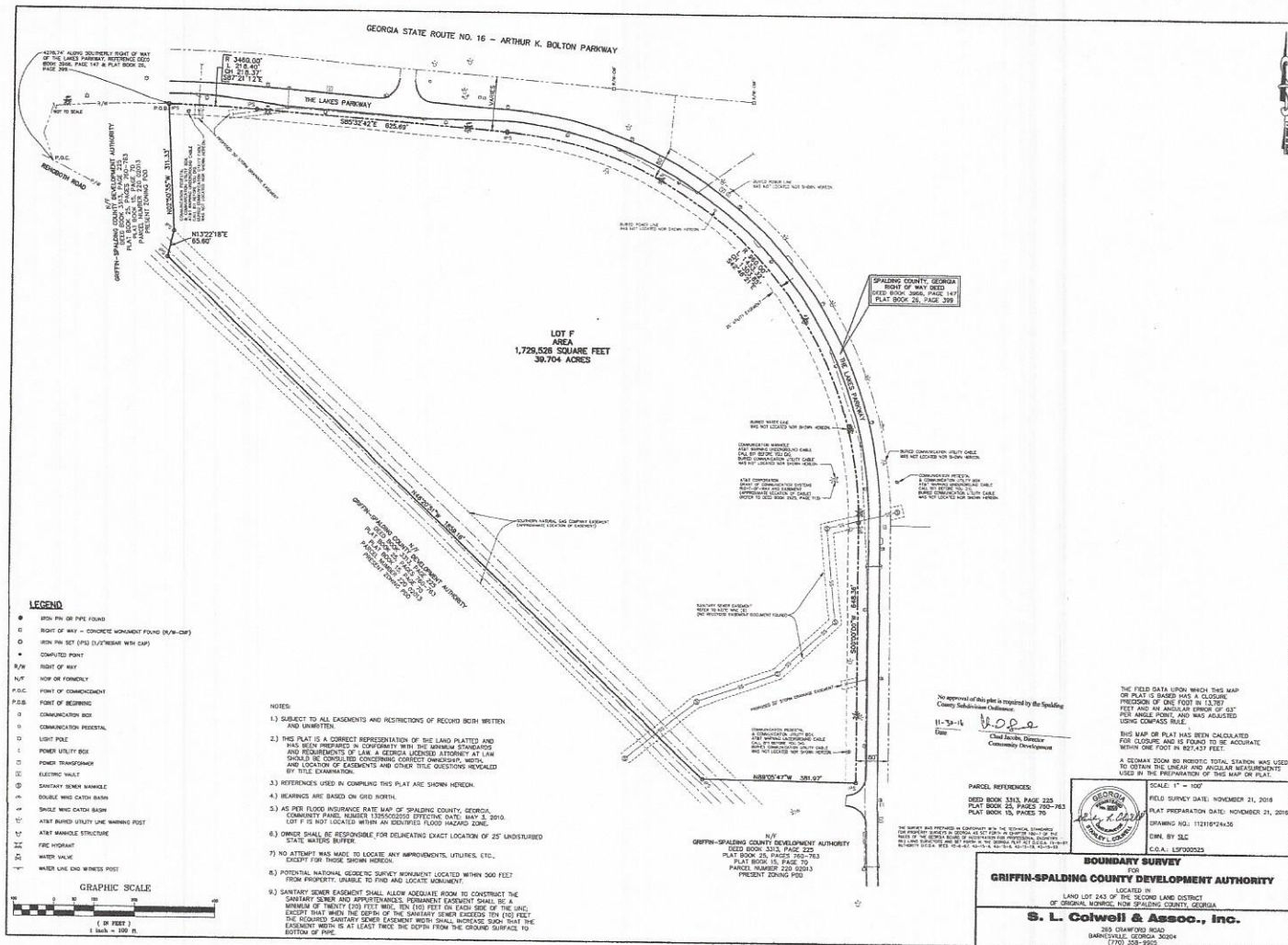
"Exhibit B-1"

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.	STP-W-022-11261	9	82



"Exhibit B-3"

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA.	STP-1W-022-1 (26)	10	82





## SPALDING COUNTY BOARD OF COMMISSIONERS Easement Request

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**Requesting Agency**

County Manager

---

**Requested Action**

Consider issuance of a right-of-way easement by Spalding County to the City of Griffin to access a parcel of land, consisting of approximately 7,502 square feet, located behind the Spalding County Baseball and Pickleball Complexes for construction, operation and maintenance of overhead distribution line(s) and a concrete utility vault therein.

---

**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"/> COG/Griffin-SpaldingCounty BOC Easement Survey	7/31/2017	Backup Material
<input type="checkbox"/> Easement Agreement	8/10/2017	Backup Material

N/F  
SPALDING COUNTY GEORGIA BOARD OF COMMISSIONERS,  
A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA  
DEED BOOK 1274, PAGE 145  
PLAT BOOK 21, PAGE 479

N/F  
SPALDING COUNTY GEORGIA BOARD OF COMMISSIONERS,  
A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA  
DEED BOOK 1274, PAGE 145  
PLAT BOOK 21, PAGE 479

REQUIRED EASEMENT TWO  
AREA  
49,977 SQUARE FEET  
1.1473 ACRES

REQUIRED EASEMENT ONE  
AREA  
7,502 SQUARE FEET  
0.1722 ACRES

AGREEMENT  
CITY OF GRIFFIN  
PERMANENT EASEMENT TWELVE (12) FEET IN WIDTH  
DEED BOOK 3701, PAGE 228

N/F  
SPALDING COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA  
DEED BOOK 4117, PAGE 193  
DEED BOOK 4105, PAGE 41  
PLAT BOOK 26, PAGE 544

N/F  
GRIFFIN-SPALDING COUNTY SCHOOL SYSTEM,  
A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA  
DEED BOOK 394, PAGE 39  
PLAT BOOK 6, PAGE 358  
PLAT BOOK 18, PAGE 457

N/F  
GRIFFIN-SPALDING COUNTY SCHOOL SYSTEM,  
A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA  
DEED BOOK 394, PAGE 39  
PLAT BOOK 6, PAGE 358  
PLAT BOOK 18, PAGE 457

#### SURVEYOR CERTIFICATION

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.

*Stanley L. Colwell*  
STANLEY L. COLWELL, GEORGIA R.L.S. NO. 2605

07/05/17  
DATE

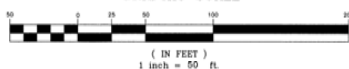
EASEMENT SURVEY  
FOR  
CITY OF GRIFFIN  
COUNTY GEORGIA BOARD OF COMMISSIONERS

LOCATED IN LAND LOT 68 OF THE THIRD LAND DISTRICT  
ORIGINALLY HENRY, NOW SPALDING COUNTY, GEORGIA

Colwell & Assoc., Inc.

265 CRAWFORD ROAD  
BARNESVILLE, GEORGIA 30204  
(770) 358-9905

#### GRAPHIC SCALE



THE FIELD DATA UPON WHICH THIS MAP  
OR PLAT IS BASED HAS A CLOSURE  
PRECISION OF ONE FOOT IN 51,621  
FEET AND AN ANGULAR ERROR OF 04"  
PER ANGLE POINT, AND WAS ADJUSTED  
USING COMPASS RULE.

THIS MAP OR PLAT HAS BEEN CALCULATED  
FOR CLOSURE AND IS FOUND TO BE ACCURATE  
WITHIN ONE FOOT IN 91,687 FEET.

A GEOMAX ZOOM 80 ROBOTIC TOTAL STATION WAS USED  
TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS  
USED IN THE PREPARATION OF THIS MAP OR PLAT.

No approval of this plat is required by the Spalding  
County Subdivision Ordinance.

7-6-17  
Date

*Chad Jacobs*  
Chad Jacobs, Director  
Community Development

#### NOTES:

- 1.) NO TITLE SEARCH, ABSTRACT OR TITLE OPINION WAS PERFORMED BY NOR  
PROVIDED TO S. L. COLWELL & ASSOC., INC. FOR THE SUBJECT PARCEL.  
THERE MAY BE ADDITIONAL EASEMENTS OR OTHER INSTRUMENTS NOT  
SHOWN ON THIS MAP OR PLAT WHICH COULD EFFECT THE BOUNDARIES  
OR INTERIORS OF THE SUBJECT PARCEL.
- 2.) UNDERGROUND UTILITIES OR OTHER NON-VISIBLE STRUCTURES OR  
ENCROACHMENTS, IF ANY, WERE NOT LOCATED, EXCEPT AS SHOWN.
- 3.) INTERNAL IMPROVEMENTS WERE NOT LOCATED, EXCEPT AS SHOWN.
- 4.) ALL IRON PINS SET ARE 1/2" REBARS UNLESS NOTED OTHERWISE.
- 5.) REFERENCES USED IN COMPILING THIS PLAT ARE SHOWN HEREON.
- 6.) AS PER FLOOD INSURANCE RATE MAP SPALDING COUNTY, GEORGIA AND INCORPORATED AREAS.  
MAP NUMBER 13255C00680 EFFECTIVE DATE, MAY 3, 2010.  
THIS PARCEL IS NOT LOCATED WITHIN AN IDENTIFIED FLOOD HAZARD ZONE.
- 7.) BEARINGS ARE REFERENCED TO THE CITY OF GRIFFIN CONTROL NETWORK.

#### LEGEND

- IRON PIN OR PIPE FOUND
- ▲ COMPUTED FOUND (NOT
- ⊙ CONCRETE MONUMENT FOUND
- IRON PIN SET (IPS) (1/2"
- N/F NOW OR FORMERLY
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- OMP CORRUGATED METAL PIPE
- UTILITY POLE
- WOOD POLE
- GUY WIRE
- BURIED ELECTRIC CABLE
- + COMMUNICATION PEDESTAL
- SIGN
- BOLLARD



After recording, return to:  
THE CITY OF GRIFFIN  
P.O. BOX T  
Griffin, GA 30224  
(770) 229-6408

---

STATE OF GEORGIA,  
SPALDING COUNTY.

GRANTOR: Spalding County

TAX MAP NO.: 248 01003

**EASEMENT AGREEMENT**

THIS INDENTURE made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between SPALDING COUNTY, GEORGIA (hereinafter called the Grantor), as Party of the First Part, and the CITY OF GRIFFIN, a Georgia municipal corporation (hereinafter called the Grantee), as Party of the Second Part.

**WITNESSETH:**

1. That the Grantor for and in consideration of the sum of ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid at and before the sealing and delivery of this instrument, has granted, bargained, sold and conveyed unto the Grantee, its successors and assigns, a perpetual (permanent) easement, totaling 7,502 square feet and the right to construct, operate and maintain an overhead distribution line(s) and a concrete utility vault within, upon and across Grantor's property as shown in Exhibit "A" attached hereto and made a part hereof.

Together with the rights of access to any overhead distribution line and concrete utility vault constructed therein and the right of ingress and egress on, over and through the permanent easement. Grantee shall have the right to maintain said permanent easement strip clear of trees, undergrowth and brush in the event that Grantor or Grantor's assigns fail to do so.

2. Grantor covenants and agrees that Grantor will not impound water or construct building, structures, engineering works, embankments, or other obstructions of any type whatsoever on the above described permanent easement strip except as listed herein under SPECIAL CONDITIONS. Grantor agrees to leave Grantee's overhead distribution line(s) undisturbed as to location and depth.

These covenants and agreements shall be covenants running with the land and shall be binding on the Grantor, its heirs, successors and assigns. After the overhead distribution line(s) have been installed, Grantee shall not be liable for damages caused on the easement by keeping said permanent easement clear of trees, undergrowth, brush, building, structures, engineering works, embankments, and obstructions in the exercise of its rights granted herein.

3. After any construction, repair or maintenance by the Grantee, Grantee shall reseed with grass any portions of said easement strip covered with grass prior to such construction, repair, or maintenance and will replace any pre-existing improvements damaged during the construction, repair or maintenance which are permitted by Grantee pursuant to the preceding paragraph, excepting trees and other deep rooted vegetation. Except for any above-ground manholes and manhole covers, any overhead distribution line to be constructed by the Grantee across any portion of the above described easement strip shall, at the time of construction thereof, be located as will not interfere with Grantor's subsequent use of said property for normal purposes.
4. Delay of Grantee in the use of exercise of any right or easement hereby granted, or in laying or installing the sanitary sewer line(s) in or along said easement, shall not result in the loss, limitation or abandonment of any of the rights, title, interest, easement, or estate hereby granted. The rights herein granted are divisible and assignable in whole or in part. The terms, covenants and provisions of this easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor(s) has hereunto set its hand and affixed its seal the day and year above written.

---

Grantor: Spalding County

Signed, sealed and delivered in  
the presence of:

---

(Witness)

---

Notary Public  
My Commission Expires: \_\_\_\_\_





## EXHIBIT A

All that lot, tract or parcel of land located in Land Lot 68 of the 3<sup>rd</sup> Land District of originally Henry, now Spalding County, Georgia, and being known and designated as “Required Easement One, Area 7,502 Square Feet, .1722 Acres” and a second tract known as “Required Easement Two, Area 49,977 Square Feet, 1.1473 Acres” as more particularly shown on a plat of survey for the City of Griffin and Spalding County Georgia Board of Commissioners by Stanley L. Caldwell, Registered Land Surveyor. Said plat is dated July 5, 2017 and a copy of said plat is recorded in Plat Book 26, Page 618 in the Superior Court records of Spalding County, Georgia. Said plat and the metes and bounds, courses and distances as shown thereon are hereby incorporated by reference and made a part of this description herein.



## SPALDING COUNTY BOARD OF COMMISSIONERS 2017 Tax Levy

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**Requesting Agency**

County Manager

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**Requested Action**

Consider approval of the 2017 Tax Levy.

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**Requirement for Board Action**

BOC required to adopt annual tax levy.

---

**Is this Item Goal Related?**

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**Summary and Background**

County M&O decreased from 15.660 to 15.360 a .\_\_\_\_ reduction, Fire District \_\_\_\_\_ and Board of Education recommended the rollback rate of 18.204 mills.

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**Fiscal Impact / Funding Source**

---

**STAFF RECOMMENDATION**

Approval

---

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> FY2017 Tax Levy Resolution	8/16/2017	Backup Material
<input type="checkbox"/> FY2017 Tax Levy	8/16/2017	Backup Material

## 2017 SPALDING COUNTY TAX LEVY

**BE IT RESOLVED** by the Board of Commissioners of Spalding County, Georgia, and it is hereby resolved by said authority, that there be levied on all property located and situated in said County on the first day of January 2017 whether said property be real, or personal, or mixed, the following rates of taxation for the purposes herein named and that the same be collected by the Tax Commissioner of said County at the same time and in the same manner as the tax levied by the State of Georgia, is collected, and when collected that the same shall be deposited by the Tax Commissioner with the treasurer of Spalding County, and that the treasurer's official receipt be taken therefor; to-wit:

1. To pay the expenses of administration of the county government; 1.75 mills or **\$1.75** per \$1,000.00 of taxable property.
2. To pay principal and interest of any debt of the county and to provide sinking fund therefor; 0.30 mills or **\$0.30** per \$1,000.00 of taxable property.
4. To build and repair public buildings and bridges; 1.24 mills or **\$1.24** per \$1,000.00 of taxable property.
5. To pay the expenses of courts, the maintenance and support of inmates and to pay sheriffs and coroners and for litigation; 8.42 mills or **\$8.42** per \$1,000.00 of taxable property.
6. To build and maintain a system of county roads; 0.97 mills or **\$0.97** per \$1,000.00 of taxable property.
7. For public health purposes in said county, and for the collection and preservation of records of vital statistics; 0.76 mills or **\$0.76** per \$1,000.00 of taxable property.
8. To pay county police; **NO LEVY**
9. To support indigent individuals; **NO LEVY**
10. To pay agricultural and home demonstration agents; 0.07 mills or **\$0.07** per \$1,000.00 of taxable property.
11. To provide for payment of old-age assistance to aged persons in need, and for the payment of assistance to needy blind, and to dependent children and other welfare benefits, all as provided by the constitution and laws of Georgia; 0.01 mills or **\$0.01** per \$1,000.00 of taxable property.
12. To provide for fire protection for forest lands and for the further conservation of natural resources; 0.01 mills or **\$0.01** per \$1,000.00 of taxable property.
13. To provide medical or other care, and hospitalization, for the indigent sick people of the County; **NO LEVY**
14. To acquire, improve and maintain airports, public parks, and public libraries; 0.90 mills or **\$0.90** per \$1,000.00 of taxable property.
15. To provide for worker's compensation and retirement of pension funds for officers and employees; 0.89 mills or **\$0.89** per \$1,000.00 or taxable property.
16. To provide reasonable reserves for public improvements as may be fixed by law; **NO LEVY**
17. To pay pensions and other benefits and costs under a teacher retirement system or systems; **NO LEVY**
19. To provide for ambulance services within the county; **NO LEVY**

- 20. To provide for financial assistance to county or joint county and municipal development authorities for the purpose of developing trade, commerce, industry, and employment opportunities; .04 mills or ~~\$.04~~ per \$1,000 of taxable property.
- 25. To provide services and systems for fire protection for Fire Protection District "A"; 3.61 mills or ~~\$3.61~~ per \$1,000.00 upon the taxable property in such fire district.

**BE IT FURTHER RESOLVED** that on recommendation of the Board of Education of Griffin-Spalding County School System, the following rates of taxation be likewise levied and collected, and when collected that the same be paid to the Board of Education of said County, as provided by law, to-wit:

- 3. For education purposes, as provided by the Constitution and laws of Georgia; 18.20 mills or ~~\$18.20~~ per \$1,000.00 of taxable property.

**BE IT FURTHER RESOLVED** that this order be spread upon the minutes and that the same be advertised and posted in accordance with Section 48-5-232 of the Official Code of Georgia Annotated (1982) and the pertinent laws of Georgia.

This the 21<sup>st</sup> day of August, 2017.

\_\_\_\_\_  
Bart Miller, Jr., Chairman

\_\_\_\_\_  
Raymond T. Ray, Jr., Vice Chairman

\_\_\_\_\_  
Rita C. Johnson, Commissioner

\_\_\_\_\_  
Gwen Flowers-Taylor, Commissioner

\_\_\_\_\_  
Donald F. Hawbaker, Commissioner

2017 Levy

		BUDGET	%	LEVY
1	Administration	\$4,972,756	11.41	1.75
2	Debt Service	\$849,546	1.95	0.30
4	Public Buildings & Bridges	\$3,529,191	8.10	1.24
5	Courts	\$23,900,393	54.86	8.42
6	Roads	\$2,756,272	6.33	0.97
7	Public Health/Vital Statistics	\$2,143,631	4.92	0.76
10	Agricultural Agents	\$192,840	0.44	0.07
11	Aged, Blind, Children, Welfare	\$30,500	0.07	0.01
12	Forest Protection	\$8,512	0.02	0.01
14	Airport, Parks, Library	\$2,562,841	5.88	0.90
15	Workers Compensation & Retirement	\$2,521,094	5.79	0.89
20	Griffin-Spalding Development Authority	\$100,000	0.23	0.04
	Totals	\$43,567,576	100.00	15.36



## SPALDING COUNTY BOARD OF COMMISSIONERS City of Orchard Hill Fire Protection Contract

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**Requesting Agency**

County Manager

---

**Requested Action**

Consider approval of agency contract with the City of Orchard Hill for Fire Protection Services for the period October 1, 2017 to October 1, 2018.

---

**Requirement for Board Action**

All contracts require Board approval.

---

**Is this Item Goal Related?**

No

---

**Summary and Background**

Annual contract for Fire Protection Services.

---

**Fiscal Impact / Funding Source**

Contract amount \$36,157.40 paid in monthly increments of \$3,013.12 per month as budgeted revenues to be paid into the Fire District Fund.

---

**STAFF RECOMMENDATION**

Approval

---

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> 2017 City of Orchard Hill Fire Protection Contract	8/14/2017	Backup Material



## **AGENCY CONTRACT FOR FIRE PROTECTION SERVICES**

**STATE OF Georgia**  
**COUNTY OF Spalding**

**THIS AGREEMENT** made and entered into on this the first day of October 2017, by and between the City of Orchard Hill, hereinafter sometimes referred to as the "Municipality", a municipal corporation of the State of Georgia, and the "COUNTY OF SPALDING", hereinafter sometimes referred to as the "County" a political subdivision of the State of Georgia,

### **W I T N E S S E T H:**

THAT WHEREAS, the Municipality now deems it in the best interest of the City of Orchard Hill and its citizens for the Municipality to furnish fire protection services in the exercises of a governmental function of the Municipality, and has requested the County to aid and assist it in furnishing such fire protection services within the corporate limits of the Municipality; and

WHEREAS, the County has now established a Fire Protection District comprising all of the unincorporated area of Spalding County and is presently furnishing fire protection services for such Fire Protection District and is willing to serve as an agent of the Municipality in providing the equipment, personnel and supplies for furnishing such fire protection services within the corporate limits of the Municipality for the consideration hereinafter set out; and

WHEREAS, the County deems it in the best interest of both parties hereto to enter into the within agency contract;

NOW, THEREFORE, for and in consideration of the premises and the respective benefits to be derived by each party hereto and in consideration of the covenants and agreements hereinafter set forth and payments of money by the Municipality to the County, as hereinafter set out, it is hereby mutually understood and agreed by and between the parties hereto, as follows:

-1-

Beginning at 12:00 o'clock Noon on October 1, 2017, the County shall serve as an agent of the Municipality in providing fire protection services within the fire district of the Municipality, being within the corporate limits of the Municipality, for a term of twelve (12) months ending at 12:00 o'clock Noon on October 1, 2018, which such fire protection services furnished hereunder shall be comparable to the fire protection services that the



County is now furnishing its aforesaid Fire Protection District, being the unincorporated area of Spalding County, and all such services furnished hereunder shall be done and furnished by the County as the agent of the Municipality, who shall be the principal furnishing such fire protection services to the people and property, residing and located, within the corporate limits of the Municipality in the Municipality's exercises of a governmental function, and not a ministerial function, and at no time shall the County be acting hereunder in the capacity or role of an independent contractor.

-2-

During the term of the within contract the Municipality shall pay the County the sum of Three Thousand, Thirteen Dollars and Twelve Cents (\$3,013.12) per month for providing such fire protection services, which sum shall be due and payable by the Municipality to the County on the 10th day of each calendar month, beginning October 10, 2017, and continuing in monthly succession thereafter on the 10th day of each successive month with the last such payment being due and payable on September 10, 2018, or until this contract is sooner terminated as hereinafter provided.

-3-

Time is of the essence of this contract and each of its provisions.

-4-

Notwithstanding anything herein contained to the contrary the within agreement may be terminated by either party hereto on the first day of any calendar month during the aforesaid twelve month term by giving notice in writing of such termination to the other party hereto at least thirty days in advance of the designated date of such termination, and thereafter this contract shall be terminated and neither party hereto shall be obligated to furnish fire protection services to the other party hereto, and no further monthly payments shall become due and payable thereafter by the Municipality.

-5-

Any notice contemplated or required by this contract shall be deemed effectively given when mailed by United States registered or certified mail, with the required postage prepaid, and addressed as follows:

If to the Municipality, address to:

City of Orchard Hill  
P. O. Box 448  
Orchard Hill, Georgia 30266

If to the County, address to:

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

The parties hereto have respectively caused the within agreement to be duly executed in duplicate originals by and through their authorized officers and under their respective hands and seals on the day and year first above written.

CITY OF ORCHARD HILL  
(Seal of Municipality affixed hereto)

By: James E. Morgan  
As Mayor of its Board of Councilmen

Attest: Harriette Dearing  
As Clerk of said Board

COUNTY OF SPALDING  
(Seal of County affixed hereto)

By: \_\_\_\_\_  
As Chairman of its Board of Commissioners

Attest: \_\_\_\_\_  
As Clerk of said Board



## SPALDING COUNTY BOARD OF COMMISSIONERS City of Sunny Side Fire Protection Contract

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**Requesting Agency**

County Manager

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**Requested Action**

Consider approval of agency contract with the City of Sunny Side for Fire Protection Services for the period October 1, 2017 to October 1, 2018.

---

**Requirement for Board Action**

All contracts require Board approval.

---

**Is this Item Goal Related?**

No

---

**Summary and Background**

Annual contract for Fire Protection Services.

---

**Fiscal Impact / Funding Source**

Contract amount \$17,532.40 paid in monthly increments of \$1,461.03 per month as budgeted revenues to be paid into the Fire District Fund.

---

**STAFF RECOMMENDATION**

Approval

---

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> City of Sunny Side Fire Protection Services Contract	8/14/2017	Backup Material

## **AGENCY CONTRACT FOR FIRE PROTECTION SERVICES**

**STATE OF Georgia**  
**COUNTY OF Spalding**

**THIS AGREEMENT** made and entered into on this the first day of October, 2017 by and between the City of Sunny Side, hereafter sometimes referred to as the "Municipality", a municipal corporation of the State of Georgia, and the "COUNTY OF Spalding", hereinafter sometimes referred to as the "County" a political subdivision of the State of Georgia,

### **WITNESSETH:**

THAT WHEREAS, the Municipality now deems it in the best interest of the City of Sunny Side and its citizens for the Municipality to furnish fire protection services in the exercises of a governmental function of the Municipality, and has requested the County to aid and assist it in furnishing such fire protection services within the corporate limits of the Municipality; and

WHEREAS, the County has now established a Fire Protection District comprising all of the unincorporated area of Spalding County and is presently furnishing fire protection services for such Fire Protection District and is willing to serve as an agent of the Municipality in providing the equipment, personnel and supplies for furnishing such fire protection services within the corporate limits of the Municipality for the consideration hereinafter set out; and

WHEREAS, the County deems it in the best interest of both parties hereto to enter into the within agency contract;

NOW, THEREFORE, for and in consideration of the premises and the respective benefits to be derived by each party hereto and in consideration of the covenants and agreements hereinafter set forth and payments of money by the Municipality to the County, as hereinafter set out, it is hereby mutually understood and agreed by and between the parties hereto, as follows:

-1-

Beginning at 12:00 o'clock Noon on October 1, 2017 the County shall serve as an agent of the Municipality in providing fire protection services within the fire district of the Municipality, being within the corporate limits of the Municipality, for a term of twelve (12) months ending at 12:00 o'clock Noon on October 1, 2018 which such fire protection



services furnished hereunder shall be comparable to the fire protection services that the County is now furnishing its aforesaid Fire Protection District, being the unincorporated area of Spalding County, and all such services furnished hereunder shall be done and furnished by the County as the agent of the Municipality, who shall be the principal furnishing such fire protection services to the people and property, residing and located, within the corporate limits of the Municipality in the Municipality's exercises of a governmental function, and not a ministerial function, and at no time shall the County be acting hereunder in the capacity or role of an independent contractor.

-2-

During the term of the within contract the Municipality shall pay the County the sum of One Thousand Four Hundred and Sixty One Dollars and Three Cents (\$1,461.03) per month for providing such fire protection services, which sum shall be due and payable by the Municipality to the County on the 10th day of each calendar month, beginning October 10, 2017, and continuing in monthly succession thereafter on the 10th day of each successive month with the last such payment being due and payable on September 10, 2018, or until this contract is sooner terminated as hereinafter provided.

-3-

Time is of the essence of this contract and each of its provisions.

-4-

Notwithstanding anything herein contained to the contrary the within agreement may be terminated by either party hereto on the first day of any calendar month during the aforesaid twelve month term by giving notice in writing of such termination to the other party hereto at least thirty days in advance of the designated date of such termination, and thereafter this contract shall be terminated and neither party hereto shall be obligated to furnish fire protection services to the other party hereto, and no further monthly payments shall become due and payable thereafter by the Municipality.

-5-

Any notice contemplated or required by this contract shall be deemed effectively given when mailed by United States registered or certified mail, with the required postage prepaid, and addressed as follows:

If to the Municipality, address to:

City of Sunny Side  
P. O. Box 100  
Sunny Side, Georgia 30284

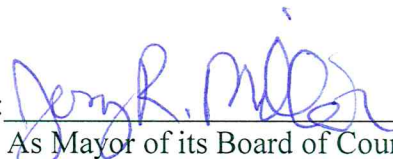
If to the County, address to:

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

The parties hereto have respectively caused the within agreement to be duly executed in duplicate originals by and through their authorized officers and under their respective hands and seals on the day and year first above written.

CITY OF SUNNY SIDE  
(Seal of Municipality affixed hereto)



By:   
As Mayor of its Board of Councilmen

Attest:   
As Clerk of said Board

COUNTY OF SPALDING  
(Seal of County affixed hereto)

By: \_\_\_\_\_  
As Chairman of its Board of Commissioners

Attest: \_\_\_\_\_  
As Clerk of said Board



## SPALDING COUNTY BOARD OF COMMISSIONERS Surplus Of Equipment

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**Requesting Agency**

County Manager's Office

---

**Requested Action**

Consider request to surplus used vehicles and equipment in preparation for disposal at a public auction..

---

**Requirement for Board Action**

---

**Is this Item Goal Related?**

---

**Summary and Background**

Over the course of the past two years since our last surplus auction vehicles, computer equipment, radios & accessories, and office furniture have been collected and inventoried for a future auctions. Once approved it is the intention to hold a live auction for the sale of such equipment in mid-fall of 2017.

---

**Fiscal Impact / Funding Source**

Funding generated from sale of surplus items will be redirected back into the general fund.

---

**STAFF RECOMMENDATION**

Staff recommends approving the items listed as surplus and recommends contracting out for auction services.



## SPALDING COUNTY BOARD OF COMMISSIONERS FBF Reinspection and Litigation

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**Requesting Agency**

County Attorney

---

**Requested Action**

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

---

**Requirement for Board Action**

---

**Is this Item Goal Related?**

---

**Summary and Background**

---

**Fiscal Impact / Funding Source**

---

**STAFF RECOMMENDATION**

n/a





## SPALDING COUNTY BOARD OF COMMISSIONERS FBF Reinspection and Litigation

---

**Requesting Agency**

County Attorney

---

**Requested Action**

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

---

**Requirement for Board Action**

---

**Is this Item Goal Related?**

---

**Summary and Background**

---

**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

n/a