

Agenda

Board of Commissioners of Spalding County Regular Meeting May 4, 2020 6:00 PM 119 E. Solomon Street, Room 108

I. OPENING (CALL TO ORDER)

PLEASE SILENCE YOUR CELL PHONES AND ALL OTHER ELECTRONIC DEVICES.

II. INVOCATION

Commissioner Rita Johnson, District #3, will deliver the Invocation.

III. PLEDGE TO FLAG

Commissioner James Dutton, District #2, will lead the pledge to the flag.

IV. APPOINTMENTS

1. Consider appointment to the Region IV Emergency Medical Services Advisory Council to succeed Jonathan Johnson, Director of EMS for WellStar Spalding Regional for a term to expire June 30, 2021.

V. PRESENTATIONS/PROCLAMATIONS

1. Consider approval nunc pro tunc of a Proclamation declaring April 2020 as Donate Life Month in Spalding County, Georgia.
2. Consider approval nunc pro tunc of a Joint Proclamation declaring April 12, 2020 as a local day of prayer in the City of Griffin and Spalding County.
3. County Manager to introduce new Community Development Director, Deborah Bell.

VI. PRESENTATION OF FINANCIAL STATEMENTS

1. Consider approval of financial statements for the eight months ended February 29, 2020.
2. Consider approval of financial statements for the nine months ended March 31, 2020.

VII. CITIZEN COMMENT

Speakers must sign up prior to the meeting and provide their names, addresses and the topic they wish to discuss. Speakers must direct your remarks to the Board and not to individual Commissioners or to the audience. Personal disagreements with individual Commissioners or County employees are not a matter of public concern and personal attacks will not be tolerated. The Chairman has the right to limit your comments in the interest of disposing of the County's business in an efficient and respectable manner.

Speakers will be allotted three minutes to speak on their chosen topics as they relate to matters pertinent to the jurisdiction of the Board of the Commissioners. No questions will be asked by any of the commissioners during citizen comments. Outbursts from the audience will not be tolerated. Common courtesy and civility are expected at all times during the meeting. No speaker will be permitted to speak more than three minutes or more than once, unless the Board votes to suspend this rule.

VIII. MINUTES -

1. Consider approval of minutes for the Spalding County Board of Commissioners Special Called Joint Meeting on March 10, 2020, the Spalding County Board of Commissioners Extraordinary Session on March 16, 2020 and the Spalding County Zoning Public Hearing on March 26, 2020.

IX. OLD BUSINESS -

X. NEW BUSINESS -

1. Consider approval of final plat for Journey's End Subdivision (minor) located off Barnesville Road and Henley Road.
2. Consider request from Post 5448 of the Veterans of Foreign Wars to utilize the Spalding County Senior Center; should it rain, for the Memorial Day Celebration on Monday, May 25, 2020.
3. Consider bids for Indigent Defense Services for FY 2021, 2022 and FY 2023
4. Consider request from Three Rivers Regional Commission to amend the FY2020 CSBG Budget to reflect additional funding in the amount of \$9,988 to be added to the Nutritional Program.
5. Consider approval of a Memorandum of Understanding between the Spalding County Board of Commissioners, the City of Griffin, the Griffin-Spalding Board of Education and the Board of Regents of the University System of Georgia to continue the Spalding County Archway Partnership.
6. Consider approval of Intergovernmental Agreement with the Georgia Department of Corrections for care and custody of State Offenders and the Spalding County Correctional Institute.
7. Consider approval of revised budget calendar.
8. Consider a Resolution naming Kathy Gibson, Deputy County Clerk as the designated Open Records Officer and Michelle Irizarry, Assistant County Manager as the Alternate Open Records Officer to act for Spalding County and all of its related subsidiary entities.
9. Consider recommendation of staff for reopening County Offices to the public.

XI. REPORT OF COUNTY MANAGER

XII. REPORT OF ASSISTANT COUNTY MANAGER

XIII. REPORT OF COMMISSIONERS

XIV. CLOSED SESSION

XV. ADJOURNMENT



SPALDING COUNTY BOARD OF COMMISSIONERS
Commissioner Rita Johnson, District #3

Requesting Agency

County Clerk

Requested Action

Commissioner Rita Johnson, District #3, will deliver the Invocation.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION



SPALDING COUNTY BOARD OF COMMISSIONERS
Commissioner James Dutton, District #2

Requesting Agency

County Clerk

Requested Action

Commissioner James Dutton, District #2, will lead the pledge to the flag.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION



SPALDING COUNTY BOARD OF COMMISSIONERS Region IV Emergency Medical Services Advisory Council

Requesting Agency

County Manager

Requested Action

Consider appointment to the Region IV Emergency Medical Services Advisory Council to succeed Jonathan Johnson, Director of EMS for WellStar Spalding Regional for a term to expire June 30, 2021.

Requirement for Board Action

Is this Item Goal Related?

No

Summary and Background

This appointment is traditionally held by the Spalding County Fire Chief and EMS Director. The appointments are for 2 year terms. Spalding County has 4 representatives to the Council with alternating terms so as to maintain representation of at least 2 individuals at all times.

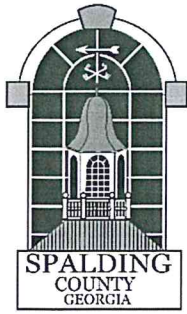
Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Reappointment of Glenn Polk and Jon Johnson.

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Nomination Form for New EMS Director	4/3/2020	Backup Material
<input type="checkbox"/> Region IV EMS Council By-Laws	3/28/2019	Backup Material
<input type="checkbox"/> Request from EMS Council to Replace Jon Johnson	4/3/2020	Backup Material



NOMINATION FOR SPALDING COUNTY APPOINTMENT TO:
Region 4 EMS Council

(Insert Name of Board)

To fill term of: Jon Johnson to expire: June 2021

Nominee's Name: Matt Perry

Address: 1438 Meriwether Street

City, State, Zip Griffin, GA 30224

Telephone (Home) _____

Telephone (Mobile) 478-256-9506

Email: thomas.perry@wellstar.org

Occupation: EMS Director

Background: _____

Other Boards and/or _____

Commissions serving _____

on presently: _____

Comments: Matt is the new director of Wellstar Spalding

Regional EMS

Date Nomination Received in Office

Signature of Proposing County Commissioner

Please complete nomination form.
Correct contact information is absolutely essential for notification to serve.

**West Georgia Region 4
Emergency Medical Services
Council Bylaws
Revised November 14, 2017**

Article I- Name

Section 1 – Name:

The name of the Council governed by these bylaws shall be the West Georgia Region 4 Emergency Medical Services Council (hereinafter referred to as the Council).

Article II – Authority, Purpose and Objections

Section 1 – Authority:

The Council shall function under the authority of the Georgia Department of Public Health and the Official Code of Georgia Annotated Section 31-11-3.

Section 2 – Purpose:

The purpose of the EMS Council is to coordinate, facilitate the improvement of, and maintain a quality Emergency Medical Services System in the 12 counties comprising Georgia EMS Region 4. These counties and voting members # are:

Butts	(2)	Meriwether	(2)
Carroll	(4)	Pike	(2)
Coweta	(4)	Spalding	(4)
Fayette	(4)	Troup	(4)
Heard	(2)	Upson	(3)
Henry	(4)	At-Large	(7)
Lamar	(2)		

Section 3 – Objectives:

The objectives of the Council include, but are not limited to:

- Promoting public education and knowledge of the Emergency Medical Services System
- Fostering training programs at local and regional levels to personnel involved with the delivery of emergency medical services
- Establishing a forum where the concerns of the public and private organizations can be voiced
- Recommending to the Department of Public Health Board or its designee the manner in which the regional ambulance zoning plan is to be conducted

- Actively participating in the designation of trauma centers
- Any and all other activities related to the organization and administration of the emergency medical services system of Georgia EMS Region 4

Article III- Policies

Section 1- Internal Operating Policies:

The policies of the Council shall be internally and independently determined according to those methods set forth in Robert's Rules of Orders unless otherwise specified in these bylaws or any special rules of order adopted by the Council.

Section 2 - Open Meetings Act:

Meetings shall be in accordance with the Georgia Open Meetings Act. Section 3 - Individual Actions of Members.

The Council shall not be bound by, nor assume responsibility for the independent unauthorized action on behalf of the Council, by any member or members. Should such an occurrence be noted, the Chair may recommend to the Council that the membership of said member(s) be terminated.

Section 3 - Conflict of Interest:

It shall be the policy of the Council that all Officers, Members, and Committee Members shall scrupulously avoid any conflict between their own respective individual interest, including their interest as an employee or principle of an ambulance service provider, hospital, or other institution or organization, and their interest of the EMS Council in their respective capacities. If a voting member abstains from a vote due to a conflict of interest, this shall be noted in the minutes of the meeting.

Article IV- Membership

Section 1- Appointment:

The Council shall consist of 44 voting members with 37 members being appointed by county Boards of Commissioners.

The Council Chair shall appoint seven at- large members whose membership shall be subject to confirmation by vote of the Council. The Regional EMS Director will serve as an Ex-Officio (non-voting) member of the Council.

Section 2 - Terms of Appointments:

All members shall serve terms of appointment of 2 years with terms staggered so that 50% (22 members) of the membership are appointed each year. Terms shall begin July 1 and end June 30. Members may be reappointed to the Council with no limit on terms. On July 1, 2017, 50% of the current membership will be appointed for a 2 year term with the remaining members appointed for 1 year. The 1 year positions will then be available for a 2 year term appointment.

Section 3 - Attendance Requirements:

Members, to remain in good standing, must maintain a record of attendance of at least fifty percent of the meetings held since their appointment or must not miss more than two consecutive meetings. Each member shall be expected to be present for at least three-fourths of a meeting in order to be credited with attendance. Should these attendance requirements not be met by any member, the Secretary will contact the member to determine if a conflict exist and, at the direction of the Chair, may seek an explanation from the member which will be reported to the Council for consideration.

Section 4 - Resignation, Removal and Reinstatement:

Any member may resign at any time stating the cause for such action. The resignation shall be in writing and forwarded to the Council Chair.

The Chair may, because of inadequate attendance, inappropriate activity, or other reasonable cause, recommend to the Council the dismissal of a member. The Council may remove the member upon two-thirds vote of the eligible voters present. If this action is taken, the Chair shall notify the removed member in writing within fifteen working days stating the cause for such action.

If a member no longer meets the criteria of the County Commission or Zone provider which was the basis for the appointment, the member shall be deemed to have resigned from the Council.

Any member removed from Council by means other than voluntary resignation or conclusion of the appointed term shall have the opportunity to request a hearing. The request for hearing shall be submitted in writing to the Council Chair within 30 days of receiving notice of the action. The Council Chair shall then schedule the hearing within 90 days from receiving the request for a hearing.

At any time a vacancy occurs on the Council, the Chair will confer with the Vice Chair and Secretary. If the member was recommended by a County Commission, the Council Chair shall request that said County Commission recommend a replacement. The new member will fulfill the unexpired term of the member being replaced.

Article V – Officers, Elections and Duties

Section 1- Officers:

The officers, who must be members of the Council, shall consist of the Chair and Vice-Chair and Secretary. The officers shall be elected during the second quarter of the calendar for a **2 year** term which will commence on July 1.

Section 2 – Nominations:

A Nominating Committee shall be appointed by the Chair during the first quarter of the calendar year. The committee shall present a proposed slate of officers, consisting of a **Chair, Vice Chair, and Secretary**, at call for nominations prior to the elections. Additional nominations may be made from the floor at that time.

Section 3 – Elections:

Officers shall be elected by a majority vote of the Council members present at the meeting.

Section 4 – Duties:

The power and the duties of the officers shall be as follows:

Chair

The Chair shall be the official spokesperson of the Council and shall preside at all meetings of the Council. The Chair shall be an Ex-officio member of committees and task forces, except the Nominating Committee. The Chair may create committees and task forces, appoint the chair of committees and assign their duties. It shall be the duty of the Chair to call the meeting to order at the appointed time, to preside at all meetings, to announce the business before the assembly in its proper order, to state and put all questions properly before Council, to preserve order and decorum, and to decide all questions of order.

Vice-Chair:

The Vice-Chair shall assist the Chair and assume the duties of the Chair in his/her absence or when the Chair speaks on an item of business on the agenda in other than a neutral role. The Vice-Chair is ineligible for service on the Nominating Committee, but otherwise may serve as chair or a member of any other committee or task force as assigned by the Chair.

Secretary:

The Secretary shall be responsible for causing the minutes of each meeting of the Council to be recorded and assuring that they are properly preserved for Council use. The minutes of the previous meeting must always be completed and prepared for presentation to each member at least 10 working days before the next meeting. The Secretary shall ensure a correct, classified list of names, addresses, telephone numbers, e-mail address, and occupation of each member is maintained. Upon request of the Council Chair, the Secretary ensures notification of all members of the time, place, and date of meetings of the Council. The Secretary shall conduct the general correspondence of the Council as requested by the Council or its officers. The Secretary is ineligible for service on the Nominating committee, but otherwise may serve as chair or a member of any other committee or task force as assigned by the Chair.

Section 5 - Removal from Office:

Any officer, who is not performing the duties of the office as prescribed by the Bylaws, may be removed from office upon a two-thirds vote of the Council members present. A special election will then be called by the remaining officers so that the vacated position may be filled. Nominations shall be accepted from the floor and the election shall be held following the close of nominations.

Article VI – Meetings, Quorum, Agenda, and Voting

Section 1- Regular Meetings:

Regular meetings shall be held on a **Quarterly** basis at a time and location to be specified by the Council Chair. Notice of the meetings must be communicated to the membership by e-mail, telephone, or text at least **10** working days prior to the meeting. The Council Chair may direct that regular Council meetings, called meetings, and/or committee meetings be held via use of a widely used and accessible

technology medium in order to facilitate better participation and reduce travel cost for Council members.

Section 2 - Called Meetings:

Called meetings may be held at the discretion of the Council Chair to consider items deemed important. A minimum of **72 hours** advanced notice by telephone, text, or email is required. The Council Secretary will be responsible for notifying the members.

Section 3-Quorum:

50% of the Council members must be present in person or by proxy to constitute a quorum (22 members).

Section 4 – Agenda:

The Council agenda will be orderly and will usually consist of the following:

- Call to order
- Approval of the minutes of the previous meeting
- Special committee reports (Task Force, State, Staff, Trauma, Zoning ...)
- Old business
- New business
- Other
- Adjournment

Section 5 – Voting:

Members must be present at Council meetings to exercise their votes. If a Council member is unable to attend the member may send an alternate to attend and vote in his/her place provided a written proxy is delivered to the Council secretary prior to the start of the Council meeting.

Article VII - Committees

Section 1 - The Nominating Committee:

The Nominating Committee shall consist of three Council members who do not hold office within the Council. The Council Chair will appoint the members of the Nominating Committee. Its function shall be to prepare a slate of candidates for election of the Council officers. Written minutes, except for the list of proposed candidates shall not be kept.

Section 2 - Standing Committee:

The Council Chair shall appoint the Chair of each committee. The majority of each standing committee (Zoning, Communications, Training, Trauma, and QI) shall be made up of voting members from the Council. Members of standing committees do not have to be voting members of the Council.

Section 3 - Special Committee and Task Force:

Special committee and task forces may be appointed by the Council Chair as needed.

Article VIII - Amendments

Section 1 – Amendments:

Proposed amendments to the Bylaws must be presented in writing, either during a regular or called Council meeting or by mail, or e-mail, text, or fax to the entire membership. Approval of the amendments will require two-thirds vote of the Council members present at the next meeting. A period of not less than thirty (30) days shall exist between the meeting at which the amendments are proposed and the meeting at which the vote is taken. Amendments so made shall be effective after adoption by the EMS Council and immediately upon approval by the Board of Public Health; unless a specific effective date is included in the motion to adopt.

Article IX - Adoption

Section 1 – Adoption:

These Bylaws officially adopted this _____, day of **January** _____, by the West Georgia Region 4 EMS Council.

West Georgia EMS Council
105 N. Peachtree Parkway
Peachtree City, GA 30269

February 4, 2020

Gwen Flowers-Taylor, Chairperson
Spalding County Board of Commissioners
119 E. Solomon Street
Griffin, Georgia 30223

Dear Ms. Flowers-Taylor

The success of the Georgia Emergency Medical System (EMS) is based upon several factors such as but not limited to the outstanding men and women who everyday staff ambulances and respond to calls for help. I also believe an additional factor is the support of the local government officials that continue to support and recognize the value of EMS in their communities. One such way county officials support EMS is the appointment of EMS officials and county citizens to serve on the regional EMS council to represent the county. Spalding County lies within the West Georgia Region 4 Emergency Medical Services Council along with 11 other counties.

Per the by-laws Spalding County has 4 positions with each appointee serving for 2 years with 2 persons should be replaced or reappointed per year. Currently Spalding County's representatives and their expiration dates are:

- Glen Polk June 30, 2021
- Vacant June 30, 2021
- Ricardo McCray June 30, 2020
- John Hamilton June 30, 2020

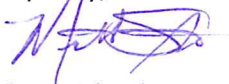
As per the attached by-laws participation at the quarterly meetings is very important. An example is at the January 2019 meeting no quorum was established leaving unfinished business to be approved at the April 2019 meeting providing a quorum is established at the meeting. Below is the attendance for the Spalding County representatives for the current year which started in July 2019:

- John Hamilton July 2019 Present, October 2019 Present, and January 2020 Present
- Jonathan Johnson July 2019 Absent, October 2019 Absent, and January 2020 Absent
- Ricardo McCray July 2019 Present, October 2019 Absent, and January 2020 Present
- Glen Polk July 2019 Present, October 2019 Present, and January 2020 Present

This letter is being sent early this year to allow the county's time to carefully consider their appointees and complete the attached paperwork before the April 2020 meeting to be reviewed by the current council members and begin or continue serving at the July 2020 meeting.

Thank you for all that Spalding County does to support EMS with appointing members to serve on this most important regional council.

Very truly,



Mitt Smith, Chairman

Chairman Mitt Smith Fire Chief West Point Fire Department

Vice-Chairman Jeff Denney Assistant Fire Chief Coweta County Fire Rescue Department

Secretary Kevin Baggett Assistant Chief- Operations Peachtree City Fire Rescue Department



SPALDING COUNTY BOARD OF COMMISSIONERS Donate Life Month

Requesting Agency

County Clerk

Requested Action

Consider approval nunc pro tunc of a Proclamation declaring April 2020 as Donate Life Month in Spalding County, Georgia.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> National Donate Life Month Proclamation	3/9/2020	Backup Material



Proclamation

National Donate Life Month

- WHEREAS: One of the most meaningful gifts that a human being can bestow upon another is the Gift of Life; and
- WHEREAS: Nearly 113,000 men, women, and children await lifesaving or life-enhancing organ transplants, of which over 4,900 reside in Georgia; and
- WHEREAS: The need for organ, eye, and tissue donation grows daily as a new patient is added to the national waiting list for an organ transplant every 10 minutes; and
- WHEREAS: The critical donor shortage remains a public health crisis as an average of 22 people die daily due to the lack of available organs; and
- WHEREAS: Organ, eye, and tissue donation can provide families the comfort of knowing the gift of donated organs and tissue endows another person with renewed hope for a healthy life; and
- WHEREAS: Donating life through organ, eye, and tissue donation is the ultimate act of generosity and kindness we Spalding County citizens can perform; and
- WHEREAS: More than 4.84 million Georgians have already registered their decision to give the Gift of Life at www.donatelifegeorgia.org or when getting or renewing their driver license or state identification card at a driver license office; and
- WHEREAS: LifeLink® of Georgia is the non-profit, community service organization dedicated to the recovery of high-quality organs and tissues for transplantation therapy; and
- WHEREAS: Spalding County supports the life-saving mission of LifeLink® of Georgia; and
- NOW, THEREFORE
BE IT RESOLVED I, Chairperson Gwen Flowers-Taylor do hereby proclaim April 2020 as

“DONATE LIFE MONTH”

In Spalding County Georgia, to honor all those who made the decision to give the gift of life, to focus attention on the extreme need for organ, eye and tissue donation, to encourage all residents to take action and sign up on Georgia’s Donor Registry at www.donatelifegeorgia.org, to discuss the miracle of transplantation as a family, and to make a family commitment to organ, eye, and tissue donation .

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the County to be affixed this, the 20th day of April, in the year of our Lord, Two Thousand Twenty.

Gwen Flowers-Taylor, Chairperson

William P. Wilson, Jr., County Clerk



SPALDING COUNTY BOARD OF COMMISSIONERS
Griffin-Spalding Day of Prayer

Requesting Agency

County Clerk

Requested Action

Consider approval nunc pro tunc of a Joint Proclamation declaring April 12, 2020 as a local day of prayer in the City of Griffin and Spalding County.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Proclamation - Griffin-Spalding Day of Prayer	4/6/2020	Backup Material



Joint Proclamation

JOINT DAY OF PRAYER IN GRIFFIN AND SPALDING COUNTY

WHEREAS: The Spalding County Board of Commissioners and the City of Griffin Board of Commissioners ask that our citizens join in a joint Day of Prayer on Sunday, April 12th and pray for all those affected by the COVID-19 pandemic. We request those of all faiths, religious traditions and backgrounds for our neighbors and friends who are fighting along with us during this time; and

WHEREAS: A special prayer is requested for all those currently affected by the COVID-19, including people who have suffered harm or lost loved ones. We also ask you to pray for the health, well-being and protection of your family, friends and neighbors remembering that no problem is too big for God to handle; and

WHEREAS: We would also encourage prayer for those on the front lines fighting this virus including our courageous first responders, medical professionals, public health officials and all other dedicated individuals who are working tirelessly to protect us all from COVID-19 and to ensure the health and safety of our citizens and our communities; and

WHEREAS: It is the wish of your local leaders, especially in this time of social distancing and isolation for so many, that you remember that we as a community will rise above this challenge and emerge stronger and more united than ever before; and

WHEREAS: The governments of Spalding County and the City of Griffin ask that God Bless the citizens of Spalding County, may God bless the State of Georgia and may God Bless the United States of America and keep us united and strong during this time of uncertainty and turmoil.

**NOW, THEREFORE
BE IT RESOLVED** We, the Spalding County Board of Commissioners and the City of Griffin Board of Commissioners, do hereby proclaim April 12th, 2020 as

**“A Joint Day of Prayer in
Griffin and Spalding County, Georgia”**

and encourage our citizens to pray for God’s blessing on our nation and her people.



Gwen Flowers-Taylor, Chairperson

Doug Hollberg, Mayor

William P. Wilson, Jr., County Manager

Kenny L. Smith, City Manager



SPALDING COUNTY BOARD OF COMMISSIONERS

Introduction of New Community Development Director

Requesting Agency

County Manager

Requested Action

County Manager to introduce new Community Development Director, Deborah Bell.


Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION**ATTACHMENTS:**

Description	Upload Date	Type
 Press Release	4/29/2020	Backup Material

April 24, 2020
PRESS RELEASE
FOR IMMEDIATE DISTRIBUTION

CONTACT:
William P. Wilson Jr.
(770) 467-4233

SPALDING COUNTY ANNOUNCES COMMUNITY DEVELOPMENT DIRECTOR SELECTION

Spalding County is excited to announce the hiring of Ms. Deborah Bell as the new Community Development Director. Ms. Bell has a bachelor's degree in Landscape Architecture from the University of Georgia. She is a Registered Landscape Architect, an ISA Certified Arborist and has training through the Georgia Soil and Water Conservation Commission (GSWCC) for Level IB and Level II for soil and erosion control.

Most recently, Ms. Bell has worked as the Director of Planning and Zoning for the City of Americus where she administered and enforced the city's zoning ordinance, advised the Planning Commission, Zoning Appeals Board and Historic Preservation Commission regarding cases and prepared project proposals and presented them to City Council. She also served as Executive Director of Keep Americus Beautiful, developing programming, community events, educational workshops and coordinating volunteers.

Ms. Bell also served as City of Americus' Arborist, providing assessments of city trees. Prior to that she served as the Landscape Architect for the Newton County Board of Commissioners, an Engineering Assistant Supervisor for Fulton County Government and a Land Management Manager for St. Bourke Asset Management, in Atlanta, GA.

Ms. Bell has an extensive background of volunteer experience, including volunteering for the Newton County Special Olympics Equestrian Team, Treasurer with the Newton County Historical Society and she is currently a volunteer for Winging Cat Rescue.

William Wilson, Spalding County Manager stated that "Ms. Bell's experience and knowledge in Planning, Zoning and Historic Preservation will be a valued addition to the Spalding County Community Development Department and we look forward to her joining the group."

Ms. Bell grew up in Fayette County and currently lives in Molena, GA. She is married with 3 adult children. In her spare time, she loves to garden, play with her pets and riding on dirt roads to photograph abandoned houses and old cemeteries.

Ms. Bell will begin work on April 28, 2020.

##



SPALDING COUNTY BOARD OF COMMISSIONERS February 29, 2020 Financial Statements

Requesting Agency

Finance Department

Requested Action

Consider approval of financial statements for the eight months ended February 29, 2020.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

The eight months ended February 29, 2020 is 66.67% of the budget year. General Fund revenues are \$39,076,995, or 77% of budget. General Fund expenditures are \$31,015,010, or 64% of budget.

Fire District revenues are \$6,503,342, or 93% of budget. This includes \$2,800,953 in Fire Insurance Premium Taxes received in October 2019. Fire District expenditures are \$2,543,469, or 57% of budget.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> February 29, 2020 Financial Statements	3/31/2020	Cover Memo

REVENUE & EXPENDITURE STATEMENT FOR 100 GENERAL FUND

SPALDING COUNTY BOC

02/01/2020 To 02/29/2020

FY 2019-2020

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
100 General Fund					
Revenue					
30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$3,176,677.00	0
31 Taxes Subtotal	\$2,064,640.32	\$31,697,834.55	\$0.00	\$36,293,917.00	87
32 Licenses And Permits Subtotal	\$38,893.88	\$380,105.57	\$0.00	\$500,500.00	76
33 Intergovernmental Revenue Subtotal	\$124,334.67	\$422,505.89	\$0.00	\$1,173,500.00	36
34 Charges For Services Subtotal	\$409,479.88	\$3,606,977.46	\$0.00	\$5,734,125.00	63
35 Fines And Forfeitures Subtotal	\$148,956.54	\$1,106,766.57	\$0.00	\$1,978,500.00	56
36 Investment Income Subtotal	\$6,204.06	\$32,917.18	\$0.00	\$10,400.00	317
37 Contributions/Donations Subtotal	\$1,550.00	\$11,604.00	\$0.00	\$0.00	0
38 Miscellaneous Revenue Subtotal	\$239,362.16	\$1,818,283.60	\$0.00	\$2,199,266.00	83
Revenue Subtotal	\$3,033,421.51	\$39,076,994.82	\$0.00	\$51,066,885.00	77
Expenditure					
51 Prsnl Srvc, Emplpyee Ben Subtotal	\$1,985,040.49	\$18,521,275.59	\$0.00	\$31,209,226.00	59
52 Purch/Contracted Srvc Subtotal	\$670,361.37	\$7,134,840.14	\$103,460.86	\$10,621,307.00	68
53 Supplies Subtotal	\$348,540.22	\$3,142,488.61	\$133,426.62	\$5,261,855.00	62
54 Capital Outlay Subtotal	\$155,638.68	\$417,160.64	\$456,594.05	\$230,300.00	379
57 Other Costs Subtotal	\$444,867.41	\$1,358,595.12	\$11,457.00	\$1,928,986.00	71
58 Debt Service Subtotal	\$12,823.96	\$440,280.77	\$0.00	\$507,906.00	87
59 Subtotal	\$369.16	\$369.16	\$0.00	\$0.00	0
Expenditure Subtotal	\$3,617,641.29	\$31,015,010.03	\$704,938.53	\$49,759,580.00	64
Before Transfers					
Deficiency Of Revenue Subtotal	-\$584,219.78	\$8,061,984.79	-\$704,938.53	\$1,307,305.00	563
Other Financing Source					
39 Other Financing Sources Subtotal	\$0.00	\$0.00	\$0.00	\$120,000.00	0
Other Financing Source Subtotal	\$0.00	\$0.00	\$0.00	\$120,000.00	0
Other Financing Use					
61 Other Financing Uses Subtotal	\$0.00	\$15,513.00	\$0.00	\$1,427,305.00	1
Other Financing Use Subtotal	\$0.00	\$15,513.00	\$0.00	\$1,427,305.00	1
After Transfers					
Deficiency Of Revenue Subtotal	-\$584,219.78	\$8,046,471.79	-\$704,938.53	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 215 EMERGENCY 911

SPALDING COUNTY BOC

02/01/2020 To 02/29/2020

FY 2019-2020

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
215 Emergency 911 Fund					
Revenue					
31 Taxes Subtotal	\$0.00	\$450.03	\$0.00	\$0.00	0
34 Charges For Services Subtotal	\$110,037.74	\$864,213.63	\$0.00	\$1,226,353.00	70
38 Miscellaneous Revenue Subtotal	\$0.00	\$291.15	\$0.00	\$0.00	0
Revenue Subtotal	\$110,037.74	\$864,954.81	\$0.00	\$1,226,353.00	71
Expenditure					
51 Prsnl Srvc, Emplpyee Ben Subtotal	\$106,677.18	\$952,494.94	\$0.00	\$1,425,167.00	67
52 Purch/Contracted Srvc Subtotal	\$6,368.82	\$43,250.43	\$0.00	\$107,986.00	40
53 Supplies Subtotal	\$11,135.25	\$22,586.34	\$0.00	\$38,926.00	58
55 Interfund/Interdept Chrgs Subtotal	\$0.00	\$0.00	\$0.00	\$40,025.00	0
57 Other Costs Subtotal	\$0.00	\$0.00	\$0.00	\$500.00	0
Expenditure Subtotal	\$124,181.25	\$1,018,331.71	\$0.00	\$1,612,604.00	63
Before Transfers					
Deficiency Of Revenue Subtotal	-\$14,143.51	-\$153,376.90	\$0.00	-\$386,251.00	40
Other Financing Source					
39 Other Financing Sources Subtotal	\$0.00	\$0.00	\$0.00	\$386,251.00	0
Other Financing Source Subtotal	\$0.00	\$0.00	\$0.00	\$386,251.00	0
After Transfers					
Deficiency Of Revenue Subtotal	-\$14,143.51	-\$153,376.90	\$0.00	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 220 CSBG FUND

SPALDING COUNTY BOC

02/01/2020 To 02/29/2020

FY 2019-2020

		Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
220 CsbG Fund						
Revenue						
	33 Intergovernmental Revenue Subtotal	\$0.00	\$82,339.93	\$0.00	\$148,046.00	56
	Revenue Subtotal	\$0.00	\$82,339.93	\$0.00	\$148,046.00	56
Expenditure						
	51 Prsnl Srvc, Empliee Ben Subtotal	\$3,162.22	\$23,216.01	\$0.00	\$35,258.00	66
	52 Purch/Contracted Srvc Subtotal	\$35.00	\$18,678.66	\$0.00	\$36,875.00	51
	53 Supplies Subtotal	\$0.00	\$38,691.89	\$0.00	\$75,913.00	51
	Expenditure Subtotal	\$3,197.22	\$80,586.56	\$0.00	\$148,046.00	54
Before Transfers	Deficiency Of Revenue Subtotal	-\$3,197.22	\$1,753.37	\$0.00	\$0.00	0
After Transfers	Deficiency Of Revenue Subtotal	-\$3,197.22	\$1,753.37	\$0.00	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 225 SENIOR

SPALDING COUNTY BOC

02/01/2020 To 02/29/2020

FY 2019-2020

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
225 Senior Nutrition Fund					
Revenue					
33 Intergovernmental Revenue Subtotal	\$29,839.61	\$301,125.90	\$0.00	\$403,487.00	75
37 Contributions/Donations Subtotal	\$4,586.03	\$47,524.72	\$0.00	\$85,000.00	56
Revenue Subtotal	\$34,425.64	\$348,650.62	\$0.00	\$488,487.00	71
Expenditure					
51 Prsnl Srvc, Emplpyee Ben Subtotal	\$12,152.24	\$113,574.19	\$0.00	\$180,961.00	63
52 Purch/Contracted Srvc Subtotal	\$996.83	\$9,526.79	\$0.00	\$16,555.00	58
53 Supplies Subtotal	\$20,798.65	\$220,338.57	\$2,857.00	\$313,450.00	71
Expenditure Subtotal	\$33,947.72	\$343,439.55	\$2,857.00	\$510,966.00	68
Before Transfers					
Excess Of Revenue Subtotal	\$477.92	\$5,211.07	-\$2,857.00	-\$22,479.00	-10
Other Financing Source					
39 Other Financing Sources Subtotal	\$0.00	\$0.00	\$0.00	\$22,479.00	0
Other Financing Source Subtotal	\$0.00	\$0.00	\$0.00	\$22,479.00	0
After Transfers					
Excess Of Revenue Subtotal	\$477.92	\$5,211.07	-\$2,857.00	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 260 IMPACT FEES

SPALDING COUNTY BOC

02/01/2020 To 02/29/2020

FY 2019-2020

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used	
260 Impact Fees Fund						
Revenue						
30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$2,072,400.00	0	
34 Charges For Services Subtotal	\$37,353.54	\$338,628.48	\$0.00	\$447,400.00	76	
36 Investment Income Subtotal	\$2,607.91	\$21,881.28	\$0.00	\$0.00	0	
Revenue Subtotal	\$39,961.45	\$360,509.76	\$0.00	\$2,519,800.00	14	
Expenditure						
52 Purch/Contracted Svcs Subtotal	\$130.37	\$5,489.77	\$0.00	\$9,800.00	56	
54 Capital Outlay Subtotal	\$0.00	\$816,455.79	\$0.00	\$2,507,000.00	33	
57 Other Costs Subtotal	\$0.00	\$0.00	\$0.00	\$3,000.00	0	
Expenditure Subtotal	\$130.37	\$821,945.56	\$0.00	\$2,519,800.00	33	
Before Transfers	Excess Of Revenue Subtotal	\$39,831.08	-\$461,435.80	\$0.00	\$0.00	0
After Transfers	Excess Of Revenue Subtotal	\$39,831.08	-\$461,435.80	\$0.00	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 270 FIRE DISTRICT

SPALDING COUNTY BOC

02/01/2020 To 02/29/2020

FY 2019-2020

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used	
270 Fire District Fund						
Revenue						
30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$380,938.00	0	
31 Taxes Subtotal	\$191,730.52	\$6,463,831.30	\$0.00	\$6,541,412.00	99	
33 Intergovernmental Revenue Subtotal	\$0.00	\$2,786.97	\$0.00	\$0.00	0	
34 Charges For Services Subtotal	\$4,943.28	\$35,517.24	\$0.00	\$56,100.00	63	
37 Contributions/Donations Subtotal	\$0.00	\$1,200.00	\$0.00	\$0.00	0	
38 Miscellaneous Revenue Subtotal	\$0.00	\$6.00	\$0.00	\$0.00	0	
Revenue Subtotal	\$196,673.80	\$6,503,341.51	\$0.00	\$6,978,450.00	93	
Expenditure						
51 Prsnl Srvc, Employee Ben Subtotal	\$372,348.61	\$3,506,656.03	\$0.00	\$5,835,722.00	60	
52 Purch/Contracted Srvc Subtotal	\$35,334.70	\$210,713.69	\$4,540.00	\$526,530.00	41	
53 Supplies Subtotal	\$32,019.49	\$184,422.78	\$21,568.47	\$356,060.00	58	
54 Capital Outlay Subtotal	\$0.00	\$12,070.00	\$0.00	\$0.00	0	
55 Interfund/Interdept Chrgs Subtotal	\$0.00	\$0.00	\$0.00	\$171,938.00	0	
57 Other Costs Subtotal	\$109.76	\$46,010.23	\$0.00	\$53,500.00	86	
Expenditure Subtotal	\$439,812.56	\$3,959,872.73	\$26,108.47	\$6,943,750.00	57	
Before Transfers	Deficiency Of Revenue Subtotal	-\$243,138.76	\$2,543,468.78	-\$26,108.47	\$34,700.00	7,255
Other Financing Use						
61 Other Financing Uses Subtotal	\$0.00	\$0.00	\$0.00	\$34,700.00	0	
Other Financing Use Subtotal	\$0.00	\$0.00	\$0.00	\$34,700.00	0	
After Transfers	Deficiency Of Revenue Subtotal	-\$243,138.76	\$2,543,468.78	-\$26,108.47	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 275 HOTEL/MOTEL

SPALDING COUNTY BOC

02/01/2020 To 02/29/2020

FY 2019-2020

		Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
275 Hotel/Motel Tax Fund						
Revenue						
	30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$90,360.00	0
	31 Taxes Subtotal	\$14,054.58	\$193,658.63	\$0.00	\$300,000.00	65
	Revenue Subtotal	\$14,054.58	\$193,658.63	\$0.00	\$390,360.00	50
Expenditure						
	57 Other Costs Subtotal	\$16,219.50	\$123,209.00	\$0.00	\$270,360.00	46
	Expenditure Subtotal	\$16,219.50	\$123,209.00	\$0.00	\$270,360.00	46
Before Transfers	Deficiency Of Revenue Subtotal	-\$2,164.92	\$70,449.63	\$0.00	\$120,000.00	59
Other Financing Use						
	61 Other Financing Uses Subtotal	\$0.00	\$0.00	\$0.00	\$120,000.00	0
	Other Financing Use Subtotal	\$0.00	\$0.00	\$0.00	\$120,000.00	0
After Transfers	Deficiency Of Revenue Subtotal	-\$2,164.92	\$70,449.63	\$0.00	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 310 CAP PROJ - 2008

SPALDING COUNTY BOC

02/01/2020 To 02/29/2020

FY 2019-2020

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
310 Cap Proj - 2008 Splost					
Revenue					
30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$2,350,000.00	0
36 Investment Income Subtotal	\$2,297.63	\$24,052.44	\$0.00	\$0.00	0
Revenue Subtotal	\$2,297.63	\$24,052.44	\$0.00	\$2,350,000.00	1
Expenditure					
54 Capital Outlay Subtotal	\$0.00	\$97,351.39	\$0.00	\$2,348,500.00	4
58 Debt Service Subtotal	\$0.00	\$0.00	\$0.00	\$1,500.00	0
Expenditure Subtotal	\$0.00	\$97,351.39	\$0.00	\$2,350,000.00	4
Before Transfers	Excess Of Revenue Subtotal	\$2,297.63	-\$73,298.95	\$0.00	0
After Transfers	Excess Of Revenue Subtotal	\$2,297.63	-\$73,298.95	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 315 CAP PROJ - 2016

SPALDING COUNTY BOC

02/01/2020 To 02/29/2020

FY 2019-2020

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used	
315 Cap Proj - 2016 Splost						
Revenue						
30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$1,541,000.00	0	
31 Taxes Subtotal	\$0.00	\$490,045.37	\$0.00	\$4,920,000.00	10	
36 Investment Income Subtotal	\$8,536.12	\$100,963.55	\$0.00	\$0.00	0	
Revenue Subtotal	\$8,536.12	\$591,008.92	\$0.00	\$6,461,000.00	9	
Expenditure						
54 Capital Outlay Subtotal	\$0.00	\$2,334,739.46	\$0.00	\$5,205,000.00	45	
57 Other Costs Subtotal	\$0.00	\$79,098.29	\$0.00	\$1,251,000.00	6	
58 Debt Service Subtotal	\$0.00	\$0.00	\$0.00	\$5,000.00	0	
Expenditure Subtotal	\$0.00	\$2,413,837.75	\$0.00	\$6,461,000.00	37	
Before Transfers	Excess Of Revenue Subtotal	\$8,536.12	-\$1,822,828.83	\$0.00	\$0.00	0
After Transfers	Excess Of Revenue Subtotal	\$8,536.12	-\$1,822,828.83	\$0.00	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 350 CAPITAL

SPALDING COUNTY BOC

02/01/2020 To 02/29/2020

FY 2019-2020

		Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
350 Capital Projects - Gen						
Revenue						
	30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$117,500.00	0
	Revenue Subtotal	\$0.00	\$0.00	\$0.00	\$117,500.00	0
Expenditure						
	54 Capital Outlay Subtotal	\$0.00	\$0.00	\$0.00	\$137,500.00	0
	Expenditure Subtotal	\$0.00	\$0.00	\$0.00	\$137,500.00	0
Before Transfers	Deficiency Of Revenue Subtotal	\$0.00	\$0.00	\$0.00	-\$20,000.00	0
Other Financing Source						
	39 Other Financing Sources Subtotal	\$0.00	\$0.00	\$0.00	\$20,000.00	0
	Other Financing Source Subtotal	\$0.00	\$0.00	\$0.00	\$20,000.00	0
After Transfers	Deficiency Of Revenue Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 415 DEBT SERVICE

SPALDING COUNTY BOC

02/01/2020 To 02/29/2020

FY 2019-2020

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used	
415 Debt Service 2016 Splost						
Revenue						
31 Taxes Subtotal	\$0.00	\$2,830,227.99	\$0.00	\$305,300.00	927	
36 Investment Income Subtotal	\$3,080.67	\$12,930.42	\$0.00	\$0.00	0	
Revenue Subtotal	\$3,080.67	\$2,843,158.41	\$0.00	\$305,300.00	931	
Expenditure						
57 Other Costs Subtotal	\$0.00	-\$350.00	\$0.00	\$0.00	0	
58 Debt Service Subtotal	\$0.00	\$302,650.00	\$0.00	\$305,300.00	99	
Expenditure Subtotal	\$0.00	\$302,300.00	\$0.00	\$305,300.00	99	
Before Transfers	Excess Of Revenue Subtotal	\$3,080.67	\$2,540,858.41	\$0.00	\$0.00	0
After Transfers	Excess Of Revenue Subtotal	\$3,080.67	\$2,540,858.41	\$0.00	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 505 WATER FUND

SPALDING COUNTY BOC

02/01/2020 To 02/29/2020

FY 2019-2020

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used	
505 Water Fund						
Revenue						
30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$3,146.00	0	
34 Charges For Services Subtotal	\$754,656.37	\$6,409,642.30	\$0.00	\$9,222,020.00	70	
36 Investment Income Subtotal	\$6,725.63	\$26,980.52	\$0.00	\$0.00	0	
38 Miscellaneous Revenue Subtotal	\$0.00	\$500.00	\$0.00	\$0.00	0	
Revenue Subtotal	\$761,382.00	\$6,437,122.82	\$0.00	\$9,225,166.00	70	
Expenditure						
51 Prsnl Srvc, Emplpyee Ben Subtotal	\$23,900.91	\$221,028.36	\$0.00	\$361,064.00	61	
52 Purch/Contracted Srvc Subtotal	\$455,446.01	\$4,348,065.75	\$5,440.00	\$6,476,863.00	67	
53 Supplies Subtotal	\$6,670.95	\$79,150.91	\$0.00	\$411,090.00	19	
54 Capital Outlay Subtotal	\$18,749.50	\$213,162.30	\$117,970.00	\$550,000.00	60	
55 Interfund/Interdept Chrgs Subtotal	\$0.00	\$0.00	\$0.00	\$59,984.00	0	
56 Depreciation/Amortization Subtotal	\$0.00	\$0.00	\$0.00	\$194,465.00	0	
57 Other Costs Subtotal	\$0.00	\$82.00	\$0.00	\$25,000.00	0	
58 Debt Service Subtotal	\$99,310.42	\$889,783.36	\$0.00	\$1,146,700.00	78	
Expenditure Subtotal	\$604,077.79	\$5,751,272.68	\$123,410.00	\$9,225,166.00	64	
Before Transfers	Excess Of Revenue Subtotal	\$157,304.21	\$685,850.14	-\$123,410.00	\$0.00	0
Other Financing Source						
39 Other Financing Sources Subtotal	\$1,700.00	\$36,610.50	\$0.00	\$0.00	0	
Other Financing Source Subtotal	\$1,700.00	\$36,610.50	\$0.00	\$0.00	0	
After Transfers	Excess Of Revenue Subtotal	\$159,004.21	\$722,460.64	-\$123,410.00	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 620 WORKERS COMP

SPALDING COUNTY BOC

02/01/2020 To 02/29/2020

FY 2019-2020

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
620 Workers Comp Trust Fund					
Revenue					
36 Investment Income Subtotal	\$1,650.83	\$4,112.85	\$0.00	\$0.00	0
Revenue Subtotal	\$1,650.83	\$4,112.85	\$0.00	\$0.00	0
Expenditure					
51 Prsnl Svcs, Empl yee Ben Subtotal	\$0.00	\$2,886.83	\$0.00	\$210,000.00	1
55 Interfund/Interdept Chrgs Subtotal	\$0.00	\$284,897.43	\$0.00	\$650,632.00	44
58 Debt Service Subtotal	\$0.00	\$4,267.65	\$0.00	\$7,500.00	57
Expenditure Subtotal	\$0.00	\$292,051.91	\$0.00	\$868,132.00	34
Before Transfers					
Excess Of Revenue Subtotal	\$1,650.83	-\$287,939.06	\$0.00	-\$868,132.00	33
Other Financing Source					
39 Other Financing Sources Subtotal	\$0.00	\$0.00	\$0.00	\$868,132.00	0
Other Financing Source Subtotal	\$0.00	\$0.00	\$0.00	\$868,132.00	0
After Transfers					
Excess Of Revenue Subtotal	\$1,650.83	-\$287,939.06	\$0.00	\$0.00	0



SPALDING COUNTY BOARD OF COMMISSIONERS March 31, 2020 Financial Statements

Requesting Agency

Finance Department

Requested Action

Consider approval of financial statements for the nine months ended March 31, 2020.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

The nine months ended March 31, 2020 is 75% of the budget year. General Fund revenues are \$41,295,327, or 81% of budget. General Fund expenditures are \$35,422,873, or 73% of budget.

Fire District revenues are \$6,587,093, or 94% of budget. This includes \$2,800,953 in Fire Insurance Premium Taxes received in October 2019. Fire District expenditures are \$4,524,886, or 67% of budget.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> March 31, 2020 Financial Statements	4/24/2020	Cover Memo

REVENUE & EXPENDITURE STATEMENT FOR 100 GENERAL FUND

SPALDING COUNTY BOC

03/01/2020 To 03/31/2020

FY 2019-2020

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used	
100 General Fund						
Revenue						
30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$3,176,677.00	0	
31 Taxes Subtotal	\$1,390,893.79	\$33,088,728.34	\$0.00	\$36,293,917.00	91	
32 Licenses And Permits Subtotal	\$37,500.88	\$417,631.45	\$0.00	\$500,500.00	83	
33 Intergovernmental Revenue Subtotal	\$309,182.65	\$731,688.54	\$0.00	\$1,173,500.00	62	
34 Charges For Services Subtotal	\$188,861.69	\$3,795,839.15	\$0.00	\$5,734,125.00	66	
35 Fines And Forfeitures Subtotal	\$168,896.53	\$1,275,663.10	\$0.00	\$1,978,500.00	64	
36 Investment Income Subtotal	\$417.85	\$33,335.03	\$0.00	\$10,400.00	321	
37 Contributions/Donations Subtotal	\$856.00	\$12,460.00	\$0.00	\$0.00	0	
38 Miscellaneous Revenue Subtotal	\$121,895.17	\$1,939,981.48	\$0.00	\$2,199,266.00	88	
Revenue Subtotal	\$2,218,504.56	\$41,295,327.09	\$0.00	\$51,066,885.00	81	
Expenditure						
51 Prsnl Srvc, Employee Ben Subtotal	\$2,677,662.69	\$21,198,938.28	\$0.00	\$31,209,226.00	68	
52 Purch/Contracted Srvc Subtotal	\$897,708.48	\$8,032,473.97	\$108,432.77	\$10,594,357.00	77	
53 Supplies Subtotal	\$488,803.59	\$3,631,292.20	\$129,181.22	\$5,288,805.00	71	
54 Capital Outlay Subtotal	\$16,130.79	\$433,291.43	\$621,251.77	\$230,300.00	458	
57 Other Costs Subtotal	\$321,220.12	\$1,679,815.24	\$40,355.46	\$1,928,986.00	89	
58 Debt Service Subtotal	\$6,411.98	\$446,692.75	\$0.00	\$507,906.00	88	
59 Subtotal	\$0.00	\$369.16	\$5,000.00	\$0.00	0	
Expenditure Subtotal	\$4,407,937.65	\$35,422,873.03	\$904,221.22	\$49,759,580.00	73	
Before Transfers	Deficiency Of Revenue Subtotal	-\$2,189,433.09	\$5,872,454.06	-\$904,221.22	\$1,307,305.00	380
Other Financing Source						
39 Other Financing Sources Subtotal	\$0.00	\$0.00	\$0.00	\$120,000.00	0	
Other Financing Source Subtotal	\$0.00	\$0.00	\$0.00	\$120,000.00	0	
Other Financing Use						
61 Other Financing Uses Subtotal	\$967,550.00	\$983,063.00	\$0.00	\$1,427,305.00	69	
Other Financing Use Subtotal	\$967,550.00	\$983,063.00	\$0.00	\$1,427,305.00	69	
After Transfers	Deficiency Of Revenue Subtotal	-\$3,156,983.09	\$4,889,391.06	-\$904,221.22	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 215 EMERGENCY 911

SPALDING COUNTY BOC

03/01/2020 To 03/31/2020

FY 2019-2020

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
215 Emergency 911 Fund					
Revenue					
31 Taxes Subtotal	\$0.00	\$450.03	\$0.00	\$0.00	0
34 Charges For Services Subtotal	\$102,947.75	\$967,161.38	\$0.00	\$1,226,353.00	79
38 Miscellaneous Revenue Subtotal	\$29.90	\$321.05	\$0.00	\$0.00	0
Revenue Subtotal	\$102,977.65	\$967,932.46	\$0.00	\$1,226,353.00	79
Expenditure					
51 Prsnl Srvc, Emplpyee Ben Subtotal	\$146,745.06	\$1,099,240.00	\$0.00	\$1,425,167.00	77
52 Purch/Contracted Srvc Subtotal	\$7,544.36	\$50,794.79	\$0.00	\$107,986.00	47
53 Supplies Subtotal	\$1,864.84	\$24,451.18	\$0.00	\$38,926.00	63
55 Interfund/Interdept Chrgs Subtotal	\$0.00	\$0.00	\$0.00	\$40,025.00	0
57 Other Costs Subtotal	\$0.00	\$0.00	\$0.00	\$500.00	0
Expenditure Subtotal	\$156,154.26	\$1,174,485.97	\$0.00	\$1,612,604.00	73
Before Transfers					
Deficiency Of Revenue Subtotal	-\$53,176.61	-\$206,553.51	\$0.00	-\$386,251.00	53
Other Financing Source					
39 Other Financing Sources Subtotal	\$0.00	\$0.00	\$0.00	\$386,251.00	0
Other Financing Source Subtotal	\$0.00	\$0.00	\$0.00	\$386,251.00	0
After Transfers					
Deficiency Of Revenue Subtotal	-\$53,176.61	-\$206,553.51	\$0.00	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 220 CSBG FUND

SPALDING COUNTY BOC

03/01/2020 To 03/31/2020

FY 2019-2020

		Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
220 CsbG Fund						
Revenue						
	33 Intergovernmental Revenue Subtotal	\$25,262.44	\$107,602.37	\$0.00	\$148,046.00	73
	Revenue Subtotal	\$25,262.44	\$107,602.37	\$0.00	\$148,046.00	73
Expenditure						
	51 Prsnl Srvcs, Emplpyee Ben Subtotal	\$3,115.13	\$26,331.14	\$0.00	\$35,258.00	75
	52 Purch/Contracted Srvcs Subtotal	\$0.00	\$18,678.66	\$0.00	\$36,875.00	51
	53 Supplies Subtotal	\$0.00	\$38,691.89	\$0.00	\$75,913.00	51
	Expenditure Subtotal	\$3,115.13	\$83,701.69	\$0.00	\$148,046.00	57
Before Transfers	Excess Of Revenue Subtotal	\$22,147.31	\$23,900.68	\$0.00	\$0.00	0
After Transfers	Excess Of Revenue Subtotal	\$22,147.31	\$23,900.68	\$0.00	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 225 SENIOR

SPALDING COUNTY BOC

03/01/2020 To 03/31/2020

FY 2019-2020

		Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
225 Senior Nutrition Fund						
Revenue						
	33 Intergovernmental Revenue Subtotal	\$31,520.28	\$332,646.18	\$0.00	\$403,487.00	82
	37 Contributions/Donations Subtotal	\$4,401.92	\$51,926.64	\$0.00	\$85,000.00	61
	Revenue Subtotal	\$35,922.20	\$384,572.82	\$0.00	\$488,487.00	79
Expenditure						
	51 Prsnl Svcs, Emplpyee Ben Subtotal	\$16,659.70	\$130,233.89	\$0.00	\$180,961.00	72
	52 Purch/Contracted Svcs Subtotal	\$1,300.18	\$10,826.97	\$0.00	\$16,555.00	65
	53 Supplies Subtotal	\$18,029.19	\$238,367.76	\$0.00	\$313,450.00	76
	Expenditure Subtotal	\$35,989.07	\$379,428.62	\$0.00	\$510,966.00	74
Before Transfers	Deficiency Of Revenue Subtotal	-\$66.87	\$5,144.20	\$0.00	-\$22,479.00	-23
Other Financing Source						
	39 Other Financing Sources Subtotal	\$0.00	\$0.00	\$0.00	\$22,479.00	0
	Other Financing Source Subtotal	\$0.00	\$0.00	\$0.00	\$22,479.00	0
After Transfers	Deficiency Of Revenue Subtotal	-\$66.87	\$5,144.20	\$0.00	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 260 IMPACT FEES

SPALDING COUNTY BOC

03/01/2020 To 03/31/2020

FY 2019-2020

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
260 Impact Fees Fund					
Revenue					
30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$2,072,400.00	0
34 Charges For Services Subtotal	\$46,118.98	\$384,747.46	\$0.00	\$447,400.00	86
36 Investment Income Subtotal	\$0.00	\$21,881.28	\$0.00	\$0.00	0
Revenue Subtotal	\$46,118.98	\$406,628.74	\$0.00	\$2,519,800.00	16
Expenditure					
52 Purch/Contracted Svcs Subtotal	\$0.00	\$5,489.77	\$0.00	\$9,800.00	56
54 Capital Outlay Subtotal	\$0.00	\$816,455.79	\$0.00	\$2,507,000.00	33
57 Other Costs Subtotal	\$0.00	\$0.00	\$0.00	\$3,000.00	0
Expenditure Subtotal	\$0.00	\$821,945.56	\$0.00	\$2,519,800.00	33
Before Transfers	Excess Of Revenue Subtotal	\$46,118.98	-\$415,316.82	\$0.00	0
After Transfers	Excess Of Revenue Subtotal	\$46,118.98	-\$415,316.82	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 270 FIRE DISTRICT

SPALDING COUNTY BOC

03/01/2020 To 03/31/2020

FY 2019-2020

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
270 Fire District Fund					
Revenue					
30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$380,938.00	0
31 Taxes Subtotal	\$78,808.05	\$6,542,639.35	\$0.00	\$6,541,412.00	100
33 Intergovernmental Revenue Subtotal	\$0.00	\$2,786.97	\$0.00	\$0.00	0
34 Charges For Services Subtotal	\$4,943.28	\$40,460.52	\$0.00	\$56,100.00	72
37 Contributions/Donations Subtotal	\$0.00	\$1,200.00	\$0.00	\$0.00	0
38 Miscellaneous Revenue Subtotal	\$0.00	\$6.00	\$0.00	\$0.00	0
Revenue Subtotal	\$83,751.33	\$6,587,092.84	\$0.00	\$6,978,450.00	94
Expenditure					
51 Prsnl Srvc, Emplpyee Ben Subtotal	\$511,528.13	\$4,018,184.16	\$0.00	\$5,835,722.00	69
52 Purch/Contracted Srvc Subtotal	\$37,382.04	\$248,095.73	\$0.00	\$526,530.00	47
53 Supplies Subtotal	\$16,102.88	\$200,525.66	\$56,729.71	\$356,060.00	72
54 Capital Outlay Subtotal	\$0.00	\$12,070.00	\$67,518.20	\$0.00	0
55 Interfund/Interdept Chrgs Subtotal	\$0.00	\$0.00	\$0.00	\$171,938.00	0
57 Other Costs Subtotal	\$0.00	\$46,010.23	\$0.00	\$53,500.00	86
Expenditure Subtotal	\$565,013.05	\$4,524,885.78	\$124,247.91	\$6,943,750.00	67
Before Transfers					
Deficiency Of Revenue Subtotal	-\$481,261.72	\$2,062,207.06	-\$124,247.91	\$34,700.00	5,585
Other Financing Use					
61 Other Financing Uses Subtotal	\$34,700.00	\$34,700.00	\$0.00	\$34,700.00	100
Other Financing Use Subtotal	\$34,700.00	\$34,700.00	\$0.00	\$34,700.00	100
After Transfers					
Deficiency Of Revenue Subtotal	-\$515,961.72	\$2,027,507.06	-\$124,247.91	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 275 HOTEL/MOTEL

SPALDING COUNTY BOC

03/01/2020 To 03/31/2020

FY 2019-2020

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
275 Hotel/Motel Tax Fund					
Revenue					
30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$90,360.00	0
31 Taxes Subtotal	\$28,238.47	\$221,897.09	\$0.00	\$300,000.00	74
Revenue Subtotal	\$28,238.47	\$221,897.09	\$0.00	\$390,360.00	57
Expenditure					
57 Other Costs Subtotal	\$24,240.00	\$147,449.00	\$0.00	\$270,360.00	55
Expenditure Subtotal	\$24,240.00	\$147,449.00	\$0.00	\$270,360.00	55
Before Transfers					
Excess Of Revenue Subtotal	\$3,998.47	\$74,448.09	\$0.00	\$120,000.00	62
Other Financing Use					
61 Other Financing Uses Subtotal	\$0.00	\$0.00	\$0.00	\$120,000.00	0
Other Financing Use Subtotal	\$0.00	\$0.00	\$0.00	\$120,000.00	0
After Transfers					
Excess Of Revenue Subtotal	\$3,998.47	\$74,448.09	\$0.00	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 310 CAP PROJ - 2008

SPALDING COUNTY BOC

03/01/2020 To 03/31/2020

FY 2019-2020

		Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
310 Cap Proj - 2008 Splost						
Revenue						
	30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$2,350,000.00	0
	36 Investment Income Subtotal	\$0.00	\$24,052.44	\$0.00	\$0.00	0
	Revenue Subtotal	\$0.00	\$24,052.44	\$0.00	\$2,350,000.00	1
Expenditure						
	54 Capital Outlay Subtotal	\$0.00	\$97,351.39	\$0.00	\$2,348,500.00	4
	58 Debt Service Subtotal	\$0.00	\$0.00	\$0.00	\$1,500.00	0
	Expenditure Subtotal	\$0.00	\$97,351.39	\$0.00	\$2,350,000.00	4
Before Transfers	Deficiency Of Revenue Subtotal	\$0.00	-\$73,298.95	\$0.00	\$0.00	0
After Transfers	Deficiency Of Revenue Subtotal	\$0.00	-\$73,298.95	\$0.00	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 315 CAP PROJ - 2016

SPALDING COUNTY BOC

03/01/2020 To 03/31/2020

FY 2019-2020

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
315 Cap Proj - 2016 Splost					
Revenue					
30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$1,541,000.00	0
31 Taxes Subtotal	\$878,698.57	\$1,368,743.94	\$0.00	\$4,920,000.00	28
36 Investment Income Subtotal	\$10,374.58	\$111,338.13	\$0.00	\$0.00	0
Revenue Subtotal	\$889,073.15	\$1,480,082.07	\$0.00	\$6,461,000.00	23
Expenditure					
54 Capital Outlay Subtotal	\$0.00	\$2,334,739.46	\$0.00	\$5,205,000.00	45
57 Other Costs Subtotal	\$0.00	\$79,098.29	\$0.00	\$1,251,000.00	6
58 Debt Service Subtotal	\$0.00	\$0.00	\$0.00	\$5,000.00	0
Expenditure Subtotal	\$0.00	\$2,413,837.75	\$0.00	\$6,461,000.00	37
Before Transfers					
Excess Of Revenue Subtotal	\$889,073.15	-\$933,755.68	\$0.00	\$0.00	0
Other Financing Source					
39 Other Financing Sources Subtotal	\$3,080.70	\$3,080.70	\$0.00	\$0.00	0
Other Financing Source Subtotal	\$3,080.70	\$3,080.70	\$0.00	\$0.00	0
After Transfers					
Excess Of Revenue Subtotal	\$892,153.85	-\$930,674.98	\$0.00	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 350 CAPITAL

SPALDING COUNTY BOC

03/01/2020 To 03/31/2020

FY 2019-2020

		Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
350 Capital Projects - Gen						
Revenue						
	30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$117,500.00	0
	Revenue Subtotal	\$0.00	\$0.00	\$0.00	\$117,500.00	0
Expenditure						
	54 Capital Outlay Subtotal	\$0.00	\$0.00	\$0.00	\$137,500.00	0
	Expenditure Subtotal	\$0.00	\$0.00	\$0.00	\$137,500.00	0
Before Transfers	Deficiency Of Revenue Subtotal	\$0.00	\$0.00	\$0.00	-\$20,000.00	0
Other Financing Source						
	39 Other Financing Sources Subtotal	\$0.00	\$0.00	\$0.00	\$20,000.00	0
	Other Financing Source Subtotal	\$0.00	\$0.00	\$0.00	\$20,000.00	0
After Transfers	Deficiency Of Revenue Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 415 DEBT SERVICE

SPALDING COUNTY BOC

03/01/2020 To 03/31/2020

FY 2019-2020

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
415 Debt Service 2016 Splost					
Revenue					
31 Taxes Subtotal	\$0.00	\$2,830,227.99	\$0.00	\$305,300.00	927
36 Investment Income Subtotal	\$0.00	\$12,930.42	\$0.00	\$0.00	0
Revenue Subtotal	\$0.00	\$2,843,158.41	\$0.00	\$305,300.00	931
Expenditure					
57 Other Costs Subtotal	\$0.00	-\$350.00	\$0.00	\$0.00	0
58 Debt Service Subtotal	\$0.00	\$302,650.00	\$0.00	\$305,300.00	99
Expenditure Subtotal	\$0.00	\$302,300.00	\$0.00	\$305,300.00	99
Before Transfers					
Deficiency Of Revenue Subtotal	\$0.00	\$2,540,858.41	\$0.00	\$0.00	0
Other Financing Use					
61 Other Financing Uses Subtotal	\$3,080.70	\$3,080.70	\$0.00	\$0.00	0
Other Financing Use Subtotal	\$3,080.70	\$3,080.70	\$0.00	\$0.00	0
After Transfers					
Deficiency Of Revenue Subtotal	-\$3,080.70	\$2,537,777.71	\$0.00	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 505 WATER FUND

SPALDING COUNTY BOC

03/01/2020 To 03/31/2020

FY 2019-2020

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used	
505 Water Fund						
Revenue						
30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$3,146.00	0	
34 Charges For Services Subtotal	\$680,264.71	\$7,089,907.01	\$0.00	\$9,222,020.00	77	
36 Investment Income Subtotal	\$0.00	\$26,980.52	\$0.00	\$0.00	0	
38 Miscellaneous Revenue Subtotal	\$0.00	\$500.00	\$0.00	\$0.00	0	
Revenue Subtotal	\$680,264.71	\$7,117,387.53	\$0.00	\$9,225,166.00	77	
Expenditure						
51 Prsnl Srvc, Emplpyee Ben Subtotal	\$33,602.30	\$254,630.66	\$0.00	\$361,064.00	71	
52 Purch/Contracted Srvc Subtotal	\$516,074.56	\$4,864,140.31	\$4,181.43	\$6,476,863.00	75	
53 Supplies Subtotal	\$5,823.55	\$84,974.46	\$1,176.02	\$411,090.00	21	
54 Capital Outlay Subtotal	\$28,355.00	\$241,517.30	\$117,970.00	\$550,000.00	65	
55 Interfund/Interdept Chrgs Subtotal	\$0.00	\$0.00	\$0.00	\$59,984.00	0	
56 Depreciation/Amortization Subtotal	\$0.00	\$0.00	\$0.00	\$194,465.00	0	
57 Other Costs Subtotal	\$0.00	\$82.00	\$0.00	\$25,000.00	0	
58 Debt Service Subtotal	\$99,846.77	\$989,630.13	\$0.00	\$1,146,700.00	86	
Expenditure Subtotal	\$683,702.18	\$6,434,974.86	\$123,327.45	\$9,225,166.00	71	
Before Transfers	Deficiency Of Revenue Subtotal	-\$3,437.47	\$682,412.67	-\$123,327.45	\$0.00	0
Other Financing Source						
39 Other Financing Sources Subtotal	\$0.00	\$36,610.50	\$0.00	\$0.00	0	
Other Financing Source Subtotal	\$0.00	\$36,610.50	\$0.00	\$0.00	0	
After Transfers	Deficiency Of Revenue Subtotal	-\$3,437.47	\$719,023.17	-\$123,327.45	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 620 WORKERS COMP

SPALDING COUNTY BOC

03/01/2020 To 03/31/2020

FY 2019-2020

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used	
620 Workers Comp Trust Fund						
Revenue						
36 Investment Income Subtotal	\$5,531.74	\$9,644.59	\$0.00	\$0.00	0	
Revenue Subtotal	\$5,531.74	\$9,644.59	\$0.00	\$0.00	0	
Expenditure						
51 Prsnl Srvc, Empliee Ben Subtotal	\$0.00	\$2,886.83	\$0.00	\$210,000.00	1	
55 Interfund/Interdept Chrgs Subtotal	\$8,681.00	\$293,578.43	\$0.00	\$650,632.00	45	
58 Debt Service Subtotal	\$0.00	\$4,267.65	\$0.00	\$7,500.00	57	
Expenditure Subtotal	\$8,681.00	\$300,732.91	\$0.00	\$868,132.00	35	
Before Transfers	Deficiency Of Revenue Subtotal	-\$3,149.26	-\$291,088.32	\$0.00	-\$868,132.00	34
Other Financing Source						
39 Other Financing Sources Subtotal	\$0.00	\$0.00	\$0.00	\$868,132.00	0	
Other Financing Source Subtotal	\$0.00	\$0.00	\$0.00	\$868,132.00	0	
After Transfers	Deficiency Of Revenue Subtotal	-\$3,149.26	-\$291,088.32	\$0.00	\$0.00	0



SPALDING COUNTY BOARD OF COMMISSIONERS Approval of Minutes

Requesting Agency

County Clerk

Requested Action

Consider approval of minutes for the Spalding County Board of Commissioners Special Called Joint Meeting on March 10, 2020, the Spalding County Board of Commissioners Extraordinary Session on March 16, 2020 and the Spalding County Zoning Public Hearing on March 26, 2020.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> 2020-3-10 Special Called Joint Meeting Minutes	3/23/2020	Backup Material
<input type="checkbox"/> 2020-3-16 Extraordinary Session Minutes	3/23/2020	Backup Material
<input type="checkbox"/> 2020-3-26 Zoning Public Hearing Minutes	4/6/2020	Backup Material

MINUTES

The Spalding County Board of Commissioners and the City of Griffin Commissioners held a Joint Meeting in the W. Elmer George Municipal Hall at One Griffin Center on Tuesday, March 10, 2020, beginning at 10:00 a.m. with the following individuals in attendance:

For Spalding County: Chairperson Gwen Flowers-Taylor, Vice Chairman, James Dutton, Commissioner Rita Johnson, Commissioner Bart Miller, County Manager, William Wilson, Assistant County Manager, Michelle Irizarry, County Attorney, Stephanie Windham and Executive Secretary, Kathy Gibson to record the minutes of the meeting.

For the City of Griffin: Mayor Doug Hollberg, Commissioner Cynthia Reed-Ward, Commissioner Cora Flowers, Commissioner David Brock, Commissioner Rodney McCord, Commissioner Holly Murray, Commissioner Truman Tinsley, III, City Attorney, Drew Whalen, City Manager, Kenny Smith, Deputy City Manager, Jessica O'Connor and Executive Secretary, Teresa Watson to record the minutes of the meeting.

- I. OPENING (CALL TO ORDER)** by Mayor Hollberg for the City of Griffin and by Chairperson Flowers-Taylor for Spalding County.

PLEASE SILENCE YOUR CELL PHONES AND ALL OTHER ELECTRONIC DEVICES.

II. INVOCATION

The Invocation was delivered by Commissioner Truman Tinsley, III.

III. PLEDGE TO FLAG

The pledge to the flag was then led by Mayor Doug Hollberg.

IV. AGENDA ITEM

1. A joint meeting between the Spalding County Board of Commissioners and the City of Griffin Commission to discuss the Service Delivery Strategy (SDS).

Mayor Hollberg stated that they had tasked the staff to come together and work on Service Delivery over the last 9 months and they have come back to us with some items that we can move forward with for the betterment of our community.

City Manager, Kenny Smith, then advised that last year it was decided that the Service Delivery Strategy needed some work and like the good managers that both he and Mr. Wilson are, they tasked their assistants with working on the Service Delivery Strategy, going over each piece of it to sort out any issues we may have and recommend updates to these documents. He then added that Ms. Irizarry and Ms. O'Connor had worked very hard and he wanted to compliment both of them because they have worked extremely hard to review each item in the Service Delivery Strategy, as well as to review contracts that were included and not included when the Service Delivery Strategy was originally adopted to determine what needed to be updated. Several items were discovered that had expired and needed to be updated.

County Manager, William Wilson then stated that the ladies had done an awesome job. They worked together great and we, as a staff of 4, met and went over each and every page of this document. We still have some disagreements; however, we have a lot of agreement. What we are planning is to go through each of the items individually and letting you know whether we agree or disagree and then move on to those that are going to require

input from our Elected Officials at the end. At this point the meeting was turned over to Assistant County Manager, Michelle Irizarry and Deputy City Manager Jessica O'Connor.

Ms. Irizarry and Ms. O'Connor then presented the Form 2 Documentation for each item completed as part of the SDS.

800 MHz – Ms. Irizarry then advised that this is an area of disagreement between the City and County.

Mr. Wilson stated that the main disagreement on this is that the 800 MHz system was purchased with SPLOST funds. At the time the system was implemented everyone received radios and there are 5 tower sites required to make the system work. The County provides the operation and up-keep on the system and assesses a \$16.00 per month charge per radio that is attached to the system to pay for operation and maintenance.

The City of Griffin buys its own radios and maintains its own radios at this time, but the tower sites and everything required to make the system work is in the County and the County is funding that through user fees of \$16.00 per radio per month. Mr. Wilson then advised that the City of Griffin has submitted a revised contract to the County to pay for non-emergency radio equipment only which would mean no fire or no police radios would be paid for which is the bulk of usage of this service by the City of Griffin.

Ms. O'Connor stated that in the current SDS, 800 MHz is not listed as a service, right now it is under Emergency Communications and it is the City's belief that is where this item should remain. The radios are part of emergency communication, the systems and operations are part of emergency communication so dividing that out is fine for non-public safety; however, we feel that the public safety portion should remain under emergency communications because there is no way to be able to contact the police or fire department without the radio. That is staff's disagreement, which is why we need to bring it to the Boards to decide what you want to do.

Commissioner Dutton then asked if the City feels this is a service the County should provide at no cost to the City?

Ms. O'Connor responded that the taxes paid by City Residents that go into the General Fund is the City's contribution for this service to the General Fund. So, if we pay for it again, you are double taxing City Residents. City Residents also pay County taxes and the County pays for this service out of the General Fund. So, if we pay user fees then we are paying for it twice.

Commissioner Dutton stated that he believes there was an up-front cost for the service that is being defrayed by the user fees as to the up-keep that is being paid out of the General Fund.

Mayor Hollberg then asked if this service was being paid for out of the General Fund.

Mr. Wilson advised that 800 MHz is a Department in the General Fund and we charge each of the entities that utilize radios \$16.00 per month per radio and that revenue goes back in to offset the cost of those operations.

Mr. Smith then advised that the Sheriff's Office also pay for the maintenance fee and the Sheriff's Office is also in the General Fund. The Hospital pays for EMS; however, they are a private company, they are not a government and they can't be double taxed. The school system has a few radios, they are not emergency responders, so they are not covered under emergency communications. We are willing to pay for non-emergency, electric, solid waste, water because that is not emergency communications.

Commissioner McCord stated that this is paid for out of the General Fund.

Chairperson Flowers-Taylor stated that the cost coverage that is not covered by the Usage Fee is covered out of the General Fund. We built the Senior Center under a SPLOST and that covered the construction of, it does not cover the operation of and that is why we have to charge a membership fee there, that is why people have to pay to rent the building. When they use that space, they have to pay and that helps to offset the cost of maintenance and operation; however, it doesn't cover it and we do have to make up for that difference out of the General Fund.

Commissioner Flowers then asked if under the previous agreement if there was a set number of radios that the City was contractually obligated to.

Ms. O'Connor stated there was not a number designated in the contract, there was an 800 MHz team established at the time of the SPLOST and was supposed to get together every month to discuss who had radios and what they were being used for and that never happened. The agreement which has now expired just says \$16.00 per radio per month. Our audit that was done last year, is a little different from what the County shows. We haven't gotten into that because the contract has expired. The number of radios in use can change daily, so it is hard to keep up with and that is one of the problems.

Mayor Hollberg then stated that the County feels that the City's usage is approximately \$85,000 per year based on the number of radios. We sent an offer based on non-emergency radios of \$31, 689 versus the \$83-85,000 the County requested.

Ms. Irizarry then advised that in the expired contract the Cost Allocation Method as described under item #4: "The Parties agree the annual cost for operating and maintaining the County Radio System, derived from three distinct areas: Infrastructure, Maintenance, Warranty Contract and Tower Site rentals and Utilities as well as Salary and Benefits of the System Administrator shall be reimbursed by the City based upon a \$16.00 per user device per month." This is the same methodology being used for the County dispatch services contract with Spalding Regional Medical Center.

Mayor Hollberg then asked about the fees that are paid by telephone and cell phone users?

Mr. Wilson stated that is one thing that the City and the County disagree on is that 800 MHz is different from Emergency Communications. We do have a separate fund for Emergency Communications, that is when you pick up and dial 911, those charges are put into the Emergency Communications Fund and they are use only to fund the 911 Center. Mr. Wilson then stated that before the 800 MHz, the City had a Motorola Radio System with radios and towers and the County had a Motorola Radio System with towers and radios and each entity paid for the maintenance and operation of their systems.

With the advent of the 800 MHz system, we merged the two systems together and those VHF radios became obsolete and at that time the City who had operational costs for those radios, their operational cost went to zero. We did have an 800 MHz Communication Group that met for over a year after implementation. Mr. Smith was in the group and Mr. Wilson was in the group along with Brant Keller. During that time, it was said at every meeting and Mr. Smith disagreed at every meeting, but it was stated that the operational cost for the 800 MHz would be shared by the users of the system. Mr. Smith disagreed at every meeting and we disagree today.

Mr. Wilson stated that he didn't expect this to be resolved today, this is the first time that the County Commissioners have been made aware of the exact details and it is his understanding it is the first time that the City Commissioners have been made aware of the exact details. The County does have a contract that has been returned by the City and the County needs to

review and vote up or down.

Mr. Wilson further stated that he was not under the impression that we were going to agree on anything today or take any votes. It was his understanding that this is a work shop to let everyone know where the City stands and where the County stands on these issues and where we go from here.

Commissioner Flowers then asked if Mr. Wilson could repeat the items that were agreed upon regarding the 800 MHz.

Mr. Wilson then stated that before 800 MHz the City had a radio system and the County had a radio system. We each paid for our operational costs, towers, maintenance, etc. All that went away when the 800 MHz system was established. The infrastructure and equipment for this system \$10.5 million was bought with SPLOST money. At that time of the SPLOST, no one ever talked about the operation of the system once it was up and running. After the SPLOST, we formed an 800 MHz Committee and the Committee talked about what brands to purchase, what brands give the best service, how many radios needed to be purchased, etc. This Committee met for over a year. At those meetings the County emphatically stated that operational costs would be born by the users of the system based on the prorated number of units they have.

Commissioner Flowers then asked if at the point we asked the community to vote on this, there was no dialogue regarding maintenance of the system? We are asking the community to support us in purchasing this equipment, but we have not planned out how we are actually going to fund it. So, we only agreed to buy "a thing" but there was no agreement as to how we would use "the thing" at the point that we asked people to vote on it.

Chairperson Flowers-Taylor stated that there was nothing in writing, but the entire conversation in all of the round table meetings it was determined immediately that the SPLOST would pay for the radio system, but the groups that would use it would have to pay for the maintenance. At the time we felt that the maintenance cost would go down because we had hoped that Pike or some of the surrounding counties would want to rent radio space off the towers which would generate funds to help cover the maintenance cost. She stated that she was surprised to hear that Mr. Smith was never in favor of paying for maintenance and she did not recall ever hearing this during those meetings and she attended many of those meetings. During the meetings we did talk about how the system would be paid for and we stated the maintenance would be paid by the user fees.

Mr. Smith stated that he was not the only one in attendance at the meetings who misunderstood, because he has minutes from one of the meetings where the chairman of that work group took issue with the County's demand that the City pay per unit, per month as the 800 MHz system is a County system and the City pays for it in taxes paid to the County. The chairman of the work group at the time felt the same as Mr. Smith, so he wasn't the only one who misunderstood.

Chairperson Flowers-Taylor then asked who was the Chairman of that work group.

Mr. Smith advised that Dick Morrow as the Chairman of that work group.

Ms. O'Connor stated that this was started in 2008 and we did not have a contract until 2015 and that contract was only valid for 2 years because the City stated that they still disagree, but we will come up with something in 2 years because we will revisit this in 2017 with the renegotiation of SDS and at that time SDS was not renegotiated in 2017. So the actual contract was signed 7 years after all of this started and at that time the City stated that they did not like it, but they would agree to a contract to make sure that we can continue moving forward with the service, but in 2017 we are going to "hash the out" and we are now into 2020.

Mayor Hollberg stated that the contract was for the City to pay \$16.00 per radio up until 2017.

Commissioner Johnson then asked if there were any Minutes available regarding the conversations had in 2008? There was no contract, is there any minutes out there that talk about what was actually said at those meetings. If it was discussed there should be a record of it correct.

Mr. Smith stated that he was not aware of any minutes from the 800 MHz Work Group.

Chairperson Flowers-Taylor stated we know there is a problem on this topic that will need more discussion, let's just move on to the next item.

Commissioner McCord stated that he doesn't see us meeting today as City and County, as separate entities, he sees us all working for the taxpayers of our community. The people that live in our community. He wants to make sure as a representative of City residents he doesn't leave here saying that he is going to agree to double tax people who live inside of the City. So, if we approach issues that appear that the City taxpayers are going to be double taxed, we are going to have to figure out a way to address that. If we don't do this we are going to continue doing what has been done before, moving right over it. On this point he has acknowledged that this is double taxation if we are paying for something that our County Taxes is already paying for.

We are trying to figure these issues out to where the taxpayer benefits the most, not the strain on whose budget. He has never heard Mr. Wilson's side of the story and he is here to get as much information as he possibly can, so that we can give back to the taxpayers proper information, that we sitting as two boards together are doing what is best for our community. This is the time for us to figure out what we are going to do and get it on record as to "This is what I'm going to do", "This is what I can live with." The staff has worked very hard on this and he can see that from the amount of paper brought into the meeting. We should be able to come to consensus on some of these issues real soon.

Mr. Wilson stated that while we move forward with the SDS topics he asked that those in attendance keep in mind there is something called a level of service. The County provides a basic level of service. The City provides an enhanced level of service. The City Fire Department and the City Police Department is an enhanced level of service and enhanced level of services need to be paid for. You are not mandated by State law like the County to have a Sheriff's Department, the City is not mandated to have a Police Department or a Fire Department, you choose to provide these services to the residents of the City of Griffin.

Commissioner Reed-Ward then asked when you say enhanced level of service, but the County taxes help to pay for the Sheriff's Department and the County Fire Department.

Mr. Smith stated that those who live in the County have a special tax district for their Fire Department. If you live inside the City, you do not pay a fire tax. The unincorporated area of the County is a Special Tax District that pays for the Fire Department, so the residents of the City don't pay for it twice. There may be other areas that need to be looked at in the County to avoid the double taxation, in addition to the fire district.

Commissioner Dutton then stated that Mr. Smith is correct, if the City wants to provide their own service, then the City can fund that service. Just like the City has their own Fire Department, so the City doesn't pay the County for fire services. If the City wants to have their own 800 MHz system, then they can have that and they won't have to pay the County. If the County however, wants to contract with the County to use our infrastructure in the City, then we have a greatly reduced rate for doing so at \$16.00 per radio. If you want to provide your own or contract with an outside entity, he doesn't

think that it could be done for \$16.00 per month. It's the same thing as the Fire Department, it would be double taxation if you were paying for County Fire and City Fire, but you aren't because you are providing your own City Fire. If we apply that here and say, "If you want to use this County Service, then the City also has to pay for that." "If the City wants to use their own service, then the City can come up with their own service and the City can pay for their own service." To somehow say that the City Police Department doesn't have to pay the same rate as the Sheriff's Office, that simply doesn't make any sense.

Mr. Smith then stated that part of what Commissioner Dutton states is correct except for the fact there are countywide services that everybody in the County pays for including City taxpayers and his argument is that Emergency Communications is a countywide service. We have agreed it is a countywide service, it is in the Service Delivery Strategy since the beginning as a countywide service, so we shouldn't have to pay for that service through our County taxes and then pay for it again through a user fee.

Chairperson Flowers-Taylor then stated that the 800 MHz system is not a countywide system, the 911 system is an emergency system. So, if we look at the big picture and having a Police Department and Fire Department inside the City is not required by State statute and the City wants to offer the citizen of the City that higher level of service, if they create another police force they create something outside of what is mandated by the State because the Sheriff has arrest powers in both the City and the County. So, from where we're sitting, when you add your own Fire Department where the County has fire service already, you are adding an additional service, so you are becoming an additional user. That is the side we are sitting on as this is an enhanced service that is already being provided by the county mandated services and when you ask for something more there is a user fee associated with it.

Chairperson Flowers-Taylor then stated that the user fee is not a foreign concept, so having to utilize the 800 MHz system to provide a level of service means you are doing something extra, outside of what the County would normally provide.

Mr. Smith stated that he agrees, except that the 800 MHz system is not an enhanced level of service and their argument is that it is part of Emergency Communications because when someone calls 911 without a radio system to dispatch public safety, you don't have Emergency Communications.

Commissioner Dutton then added that once a call is dispatched, the City department goes to the site. The County doesn't pay for your cars, you pay for the cars. When they are there, they have utility belts and uniforms, the County doesn't pay for that equipment, the City does. The radios you have you have to pay for, it doesn't make sense that some outside entity would have to come in and pay your radio fees. The Sheriff's Department has to pay for the radios, the Police Department has to pay for these things and the EMTs have to pay for these things. Why would one entity get it for free when everyone else has to pay for it? It doesn't make any sense.

Mr. Smith then stated that the Sheriff's Department is paying into the County's General Fund so they are paying the County. The EMT's are a private company so they are not covered by a double taxation because they are not a government and the School System, if they have any radios, are not emergency responders. Our argument is that you can't have emergency communications without a radio system, just like you gotta have phones and chairs for them to sit in and microphones for them to talk into. Radios are part of the system. Cars are not, guns are not because that is not part of communications. The radio is part of the communications and that is the argument that we disagree on and it is okay for us to disagree.

Commissioner Tinsley then asked if there has ever been consideration of

having a mediator to step in, because it appears that we continue to “agree to disagree” with regard to this subject.

Commissioner Flowers stated she would like to go through the whole SDS to see what items are on the table.

Ms. O'Connor then stated that one thing to remember is this is a requirement that the law has for those governments who want to be a Qualified Local Government. We all agreed on this in 1999, again in 2004 and during updates in the past and the only thing that DCA cares about is that the Cities and the County agree, which all they care about. We can “agree to disagree” on certain items and still go forward with this process. It is not that everything is going to be a right or wrong answer, so please keep this in mind.

Administration – Mr. Wilson stated that currently we do not have any disagreement on Administration.

Mr. Smith then stated that we might have some disagreement. There are parts of Administration for the County that is paid for out of the General Fund that are used for Administration of things that would be double taxation. Part of Administration would be Administration of the Fire Department, so there is a portion of Administration that would need to be separated out. So, we don't necessarily agree that 100% of Administration should be paid for as a countywide service.

Mr. Wilson then advised that the County does indirect cost accounting and does charge the Water System, the 911 System, the Fire Department and any fund for our portion of the Administration. He does not know that it was actually discussed because when we reviewed these items, Administration was not an issue.

Chairperson Flowers-Taylor then asked if this was a major issue or a minor issue?

Mr. Smith advised that it was a minor issue.

Adult and Juvenile Probation – Ms. O'Conner stated that it is being recommended that this item be updated due in the past it simply covered Superior, State and Juvenile Courts and did not include Municipal Court. Municipal Court does have Adult Probation as well, so although it is an overlapping service, it is an enhanced service in Municipal Court and both the Adult and Juvenile probation services are paid through contractual relationships, so we are going to add the Judicial Alternatives of Georgia Contract and mention Municipal Court. We are recommending this change from what we currently have on file as part of our SDS, but we don't disagree on it at all.

Mr. Wilson then advised that the one thing that has been done throughout the agreement is staff has added SPLOST and grants. Recently, we had to add grants to the SDS for funding of CDBG grants that the City received. We have taken this time and gone through every unit and if we felt it would ever be funded by a grant, or ever be funded by SPLOST it has been included in the section that tells where the revenues for this item are derived to pay for the service.

Airport New – Ms. Irizarry advised that they had separated the Airport into two categories “Airport New” and “6A2”. We have updated this one as well to make sure that all funding sources and contractual partners were listed.

Mayor Hollberg then asked if a statement regarding annexation had been included.

Ms. O'Connor advised that at the bottom it states: “City and County agree that the New Airport will be annexed into the City of Griffin.”

Mr. Smith stated that this is one of those areas that the City has agreed to provide funding for, that could have been argued that the New Airport is a countywide service, but they agreed through a contract to provide funding for this. This is a joint agreement that was never argued or discussed.

Airport 6A2 – Ms. Irizarry stated that this was updated as well, it is very similar to the Airport New.

Ms. O'Connor advised there is no disagreement with this item. We wanted to have a 6A2 designation instead of current, because once we are moved we don't want to have to update the SDS and have confusion as to what is being referenced so the New Airport will not be called 6A2.

Animal Control – Ms. Irizarry stated that "d" is checked indicating that one or more cities will provide the service in their incorporated boundaries and the County will provide the service in the unincorporated areas and it lists the funding sources which include: General Fund, User Fees, SPLOST and Grants.

Ms. O'Connor stated there could be some disagreement on this one; however, she believes staff rectified a little bit of that as it gets confusing when you are talking about Animal Control versus the Animal Shelter.

Mr. Wilson then clarified that with Animal Control there is an issue with the Ordinances, the County had asked and the City had adopted almost every ordinance that we have with the exception of the Spay and Neuter Ordinance and the City did not adopt the Mandatory Spay/Neuter. Which adversely affects the next service which is the Animal Shelter. So, we ask again that the City consider adopting a Mandatory Spay/Neuter Policy like the County. We have seen a significant reduction in numbers in the County from this program and you may not be aware that we are currently working towards a "No Kill Shelter" which is 10% or less. Last month we were at 8.7% which qualifies us as a "No Kill Shelter."

Chairperson Flowers-Taylor stated that she feels it is redundant to do this if the only difference is the City has a Leash Law and the County has an Animal Restraint Zone.

Ms. Irizarry stated that the City providing Animal Control is a higher level of service as they have officers that pick up the animals and deliver them to the shelter. The one area where we are not straight across the board and where we would like to be is the Mandatory Spay and Neuter. As Mr. Wilson stated over the years, we have seen a significant decrease in the intake of animals.

Animal Shelter - Ms. O'Connor stated that currently this is a countywide service and they are proposing that it should remain a countywide service there is no overlapping of services because it is countywide and it is funded through: General Fund, User Fees, SPLOST, Grants and Donations.

Commissioner Flowers then stated that the only item of contention is there not being an alignment of the Ordinances.

Commissioner Dutton stated that the misalignment on the Animal Control side costs the County money on the Animal Shelter side because we do not qualify for some available grants due to the fact that some of the animals brought to the shelter aren't mandatory spay/neuter.

Mr. Wilson stated that the only item of disagreement, which isn't really an item is we would like to see the animal control officers assist in cleaning the shelter and assist in euthanizing. Many years ago, they did help and assist us in these areas, they stopped when they were placed under the Police Department, he's not sure when it was, but this would help us with on-call and things like that. That is the only thing that we talked about.

Ms. O'Connor stated that there was an agreement that the City and County

entered into in 1996 which was for a 5-year term to expire in 2001 where the City did agree to clean and assist in euthanizing animals; however, it was voided by the SDS in 1999, the State came in and said you can't do that it is a countywide service and you are being double taxed. They told us that the 2004 agreement shows that the contract was voided and we couldn't do it that way. If we go back to that we are going to have duplication and possibly double taxation problems. So, the City disagrees that we should do this, it is a countywide service and the State agreed with us in 1999.

Commissioner Flowers then added that what she has gotten is in moving forward the County would like for us to put some emphasis on looking at the ordinance.

Ms. O'Connor stated that the County would like for the City to adopt the Mandatory Spay and Neuter. When staff brought this to the City in 2017 is when we did adopt the tethering, we had put the Mandatory Spay and Neuter in there to mirror the County, but the Commission was not willing to do it at that time. If it is something that the Commission is now interested in, it is something that we can discuss.

Mayor Hollberg asked how many animals were being euthanized annually.

Ms. Irizarry advised that we do have those statistics and she would provide them to the City, she does not have that information available. We have the numbers for the Intake as well and through the years there has been a mandatory spay and neuter, we have seen a decrease in the intake of animals.

Archivist – This is a new service that we are adding. There is an agreement of the funding sources for the Archivist. The current agreement is between Spalding County and the City of Griffin, the effective dates are March 26, 2013 thru June 30, 2023.

Mr. Wilson stated that the contract is for the Archivist to be a City Employee, but her position is jointly funded 50/50 and the facility is located in a City building.

City Police – Ms. Irizarry stated that this was not in contention and there were not changes to this. However, we did add Grants and SPLOST to the funding sources. There is an agreement that automatically renews and there is a supplemental to Item #2 which is the City of Griffin and Spalding County have found some overlap of services between the City of Griffin Police Department and the Spalding County Sheriff's Department do exist; however, the provision of law enforcement services by the City of Griffin Police Department represents a higher level of service by the City of Griffin which is permitted by OCGA 36-7-1.

Code Enforcement – Ms. O'Connor stated that the County will provide this service in unincorporated boundaries and the City will provide the service within its incorporated boundaries. Right now, it states there are no overlapping service areas, unnecessary competition or duplication of this service. This can remain that way if Code Enforcement is paid for out of user fees from the County. If they do have to supplement it with General Fund then we would argue that there is a double taxation issue. The County has indicated that this service is paid by user fees from their Code Enforcement so at this time there is no overlapping.

Ms. Irizarry then added that our Code Enforcement Officers are deputized and are able to write tickets for No Thru Trucks in addition to some tent cities that we have dealt with and there have been very high fines placed on these violations.

Collection Centers – Ms. Irizarry advised that service will be provided countywide. Yes, we did identify overlapping service areas which we will give justification for. This service is paid by the General Fund from Spalding

County.

Ms. O'Connor advised that is another matter that the City would consider a minor issue, since we do provide curbside service which is an enhanced level of service, but we are also paying for this out of our county taxes with their General Fund, so we are paying for a service that we are not utilizing. The argument is, the Centers are available and can be utilized. That can be a issue if the City choses to raise it.

Commissioner Dutton stated that there are plenty City residents who utilize the Collection Centers.

Ms. O'Connor stated that there were a lot of City residents who used the Collection Centers until the recent changes were made where you can't take bulky waste, because the City would not accept that either without a fee. Or that you could take an unlimited amount of yard debris, because the City charges a special handling if the resident is over the limitation. However, with the recent changes she feels that even less City residents will be utilizing the Collection Centers. We can't know right now because that change just occurred, but monitoring it over the next few months the County will probably see a sharp decrease in City residents utilizing these facilities.

Mayor Hollberg then asked if the County utilized the transfer station for dumping or the local landfills?

Mr. Wilson advised that the County does both, we carry it to the transfer station and the landfill, depending on which is more economically feasible and they charge us a per tonnage fee.

Cooperative Extension – Ms. Irizarry advised that this is a countywide service, there is no overlapping service areas and the funding method is the General Fund and University Systems of Georgia Board of Regents-UGA. There is a current agreement for these services.

Coronor – Ms. Irizarry stated this is a countywide service, no overlapping service areas, it is provided out of the General Fund.

Correctional Institute – Ms. Irizarry advised this is a countywide service there are no overlapping areas of service. The funding methods are General Fund, State of Georgia Department of Corrections, Grants and SPLOST. There is a list of all agreements regarding Inmate Contract Details.

Ms. O'Connor added that if you see an ending date that looks like it is expired, it is because it has an automatic renewal clause. The ending date is for the initial term and the City's contract is automatically renewed after June 30th and runs with the budget year.

Municipal Court – Ms. O'Connor stated this is an item that is being added, this is a service that is provided has not been included in the past. The City provides this service only within our incorporated boundaries, there is overlapping service areas which is okay because it provides an enhanced level of service and the service that we provide to the Municipality.

Ms. O'Connor stated that the one thing that was noted is there are some concurrent jurisdictional issues, which means that some of the cases could be heard in Municipal, State or Superior Court and that is the justification for the overlapping.

Other Courts – Ms. O'Connor stated that this item includes the other Courts that we currently have; however, we are adding the Accountability Court to this because it is new since the last time we did the SDS. Accountability, Superior, Juvenile State and Probate Courts are all countywide services and there is no overlap of the services. Since they are countywide they are funded out of the General Fund, Grants, Fines, User Fees and SPLOST.

Curbside Solid Waste Collection – Ms. O'Connor advised that this item is marked as "Other" because sometimes we do have contractual arrangements outside of the incorporated boundaries or in unincorporated areas. We do have a contract for this service that goes until 2056 and we fund this out of User Fees, this is our Enterprise Solid Waste Fund and that contract was executed in November 2006 for 50 years.

Detention Center – Ms. Irizarry stated that this is a countywide service, we do have overlapping service areas. Funding sources are Spalding County, City of Griffin, General Fund, SPLOST, Grants and User Fees for Spalding County. Jail Add-On Fees, User Fees, General Fund and SPLOST for the City of Griffin. There is a current contract or agreement between the Sheriff's Office and the City of Griffin for the detention of these inmates.

Emergency Communications – Ms. O'Connor stated that she believes this has been addressed during the 800 MHz discussion, so we will just keep going.

Emergency Management Agency/Homeland Security – Mr. Irizarry stated that this is a countywide service, there is no overlapping service areas, it is paid by Spalding County through General Fund, Grants, Impact Fees and the SPLOST.

Fire Protection – Ms. Irizarry stated that "d" is checked for Spalding County and City of Griffin.

Ms. O'Connor advised that this is the one that the County has a special tax district to fund as discussed earlier. Ms. O'Connor added that at some point the information regarding the Fire Protection and Sheriff's Office had gotten mixed up and they were correcting these items in the SDS update.

Ms. O'Connor stated that the County's Fire Protection Services is funded by the Fire District Tax, Insurance Premium Tax, Grants, Impact Fees and SPLOST. The City's services are paid out of General Fund, SPLOST and Grants. Right now, it is backward and contains the Sheriff's information and we will be correcting that. Ms. O'Connor stated that is an automatic aid agreement that was signed last Fall and will extend through 2024.

Commissioner Dutton then asked if this was to assist in major events?

Ms. O'Connor stated that it is for instances that may occur at locations for example Carver Road where the County has a Fire Station right there who can deliver services until the City fire equipment can arrive. If, the County has equipment in the area where they can respond first, then the County will respond until the City can get there and then assist and vice versa.

Griffin-Spalding Development Authority – Ms. Irizarry stated that this is a countywide service, no overlapping service areas. It is paid through the Spalding County General Fund; however, there is an opportunity to levy up to 1 mil of ad valorem tax.

Health and Human Services – Ms. Irizarry advised this is a countywide service there is no overlapping service areas. Funding sources are General Fund, SPLOST and Grants by Spalding County. Health and Human Services are provided in accordance with State Law.

Indigent Medical Care – Ms. Irizarry stated that this provided countywide, no overlapping service areas. The funding source for this a Hospital Trust to fund indigent residents of Spalding County for healthcare.

Mr. Wilson stated that the sale of the Hospital generated Trust Funds, those trust funds are used to pay indigent healthcare up to a limit of \$1 million per year and under the agreement for the sale of the contract and any future sale in perpetuity, whoever purchases the hospital has to cover any and all indigent costs above that \$1 million. We are very fortunate to have this, there are some counties that pay in excess of \$2 million a year for indigent

healthcare.

Library Services – Ms. Irizarry stated this a countywide service, there is no overlapping service areas. This funded by Spalding County through General Fund, Grants, Impact Fees and SPLOST.

Parks & Recreation – Ms. O'Connor stated that this is one of the items that the City and the County disagree on and she isn't sure that the four individuals preparing these documents disagree, they simply did not know where to start. There is a lot of different services provided by the County, there are some services provided by the City. There has been talk about closing the pool and closing the golf course. This is something that the County does very well, they are the best at Parks and Recreation, we need to let them do this. We have expired agreements that have to be addressed, because there are buildings and infrastructure belonging to the County located on our property without current agreements.

Mr. Wilson stated that these are lease agreements, not operation agreements.

Ms. O'Connor then stated that staff needs some direction regarding this item.

Commissioner McCord stated that we have to do whatever we have got to do to make sure that children in Griffin and Spalding County who do not have access to a private pool will have access to a public pool where they can swim. Whatever, we as two Boards have to do to make that happen whether it is the County building an Aquatic Center or taking over the City pool or taking over all recreation. Whatever is going to help us to achieve that for the citizens that we represent in the City and the County that does not have a public place to go swimming is what he is in favor of.

Commissioner Dutton then stated that the County is obligated to build an Aquatic Center and we're moving forward on that although it was the last item on the list of things to do. At some point in the future, there will be a County Aquatic Center.

Ms. O'Connor added that the current arrangement that DCA has states that this service will be provided countywide, which would then make it item 2 the answer would be "no" there is no overlapping service areas. If we keep it as "e" as Other, the answer becomes "yes." The way we are currently operating doesn't match what our SDS shows because the City does have some Parks and Recreation because we have City Park, some pocket parks, the pool and tennis courts. SDS currently shows this as a countywide service, but we don't really operate that way. The form being considered we need your input to complete.

Commissioner Dutton stated that he feels this item does overlap, both entities provide parks and both entities provide recreational opportunities.

Commissioner Flowers then asked what input is staff hoping to get from the group today.

Ms. O'Connor stated that staff needs to know if you want to keep the pool open, if you want to keep City Park? What about the Golf Course? We have pocket parks. There are all types of options that you have as a Board. She believes, as staff, that the County does a great job with Parks and Recreation and that they should do that because they are best at it. Staff would like to give it to them, we know there are concerns regarding where to put the pool, there still is not a place for that. City Staff believes that City Park is the perfect place for that. Staff believes there are some opportunities at City Park, County Parks and Rec already run a majority of City Park except for the Golf Course, Tennis Courts, the Playground Equipment which is more passive. There is not a lot of running that has to be done, the maintenance is done by the City and there is not much of the operations. We don't believe

it would be much more than the County already does in the Park and we would like them to take that.

Commissioner Murray stated that she wants to do everything to keep recreation and the pool open. Especially since the citizens voted for an Aquatic Center and that is to be last on the list. Her position is she knows the County is going to build an Aquatic Center, it is last on the list and she understands that and as far as recreation, keeping the pool open is on her agenda because, we don't know how long it is going to be until the Aquatic Center is built and she wants us to do whatever we can to keep this pool open. Whether the County is in agreement to take over the pool services in City Park.

Chairperson Flowers-Taylor stated that she agrees that the City pool should remain open. She was surprised that the City was considering closing the pool, but she does feel that recreation should be under the County because we do it better than anyone else. She feels that if the County were to arrange to acquire City Park from the City, it would be a gem for the entire City because it is almost 200 acres of green space in the middle of the County. Plus there is redevelopment in the area, access to the hospital; however, with all that being said, there is always the issue of how will it be paid for? And how till the transition happen? She doesn't have any problem at all with the County taking on the responsibility of Parks and Rec in this community, but she feels in order to make that transition we need to talk about numbers and money.

Mr. Wilson stated that the current City Budget for City Park is approximately \$430,000, we realize that most of that goes for the golf course. When we discussed this last week, we talked about LOST funding, which is a part of Service Delivery Strategy. Currently, we estimate about \$100,000 per point in LOST. As we have said, without any LOST funds to fund this, the County would be looking at a minimum of \$200-300,000 to talk over that 180 acres and maintain it to the level to which Spalding County maintains our parks. So, he doesn't know that we will get anywhere on that today, but that is as County Manager, his opinion of City Park.

Commissioner Dutton then stated that if the City closes the pool and the golf course then the cost would be about \$280,000 a year. If they don't do that it is over \$400,000 a year. So, if the City is interested in us taking over City Park in its current incarnation, then you are looking at around \$400,000 a year. If the City changes the City's arrangement with City Park, if it closes its golf course and closes its pool and then wants to transfer what is left over to the County then you are looking at approximately \$280,000.

Chairperson Flowers-Taylor then stated that she doesn't see that. If the Park becomes part of the County Parks and Rec system, it is certainly not in our plans to run a golf course. So, the golf course would automatically be changed into some other type of passive recreation area and the expenses associated with the golf course would not be in any budget form other than the maintenance for cutting the grass or whatever else we would be doing with that. She doesn't see what the difference would be if the City closes it or the County closes it.

She stated that she gets it, it is a bad thing if the City closes the golf course. It has been there forever and that is why it is still open and as a County Commissioner, and we do recreation, she doesn't have a problem making that statement that there is simply no money to be made there. There are golfing facilities in the community that people can use. So, asking the City to close the pool, which she is totally against closing the pool, there is no access for the High School Swim team, the local recreation swim team, plus the actual recreation aspects of it. So, she definitely does not want to see the city close the pool in order transfer that property to us, if we are able to do that. It is about the continuity of service and care and there is an

expectation from citizens that the service which has been here for many years is going to continue to be here. Then you have older people who remember that the pool was closed by the City in the 60's, who feel that pool does not need to be closed until there is another facility available, or until someone can repair it to make it usable to the entire community and the entire county.

Commissioner Reid-Ward stated that her position is that in 2016 we voted for a SPLOST and her concern is that the Aquatic Center and the Heritage Projects, who were voted on by minorities and those who use the pool were put on the agenda to be the last thing handled. It is now 2020 and the County does not even have site for a pool. She heard Commissioner Dutton say that we are going to get it, she wants to know when? This is why we, as a City were so encouraged to assist in having people to vote for the SPLOST and support the SPLOST because back in 2016 we were looking at the same thing that we are looking at now. All the money that we are having to spend for the pool we are having to spend now. We are not in the Park and Rec business, we don't have the employees who do Park and Rec stuff. The pool is in the Public Works Department, so we're having to try to come up with trying to hire somebody to run the pool and come up with repairs for the pool every year. We're not in the Park and Rec business, so the City shouldn't have to be doing this and every year the conversation has come up. Last year we paid to open the pool with the understanding that by this year the County would be in a position and they would have someone to manage the pool. We are still in the same position that we were in last year.

Commissioner Reid-Ward stated that it is her opinion that the County should be running the pool, if it stays open. The City is just not able to continue to do this and she doesn't feel that they should have to because the SPLOST was countywide and in four years she feels the County should have been able to figure out something.

Commissioner Dutton stated that in his earlier statements regarding the closing and cost estimates, it was in no way a value judgement or indicative of what his opinion of the future of the pool and the golf course should be. That said, there is a City Pool and a City Park and to say that the City is not in the business of running Parks and Pools is simply not a reflection of the reality of this situation.

Mr. Smith stated that was part of the confusion with service delivery because Parks and Rec under the current Service Delivery is a countywide service, so from the City's standpoint to have City Park, tennis courts and pool is Parks and Rec, so if it is a countywide service then why are we doing it? The County has had a lease on Fairmont Park and Volunteer Park, the leases have expired. The County leases a large part of City Park the ball fields, gym and skate park has been leased by the County, that lease also has expired. So, when we reached an agreement on this Service Delivery Strategy, it was a countywide service, but it really wasn't a countywide service because the City is still in the business.

Commissioner Dutton then stated that if the City wants to get out of that business and turn the City Park into a County park and turn the City Pool into the County pool along with all the pocket parks, he is not categorically against the idea, but the idea that wouldn't come with the money to take care of those, so that we could continue to take care of them, obviously that doesn't work. If the City wants to transfer services that the City currently provides, then the money that the City uses to currently take care of the services should also be transferred.

Mr. Smith then stated that Commissioner Dutton wants to tax the City residents by them paying County tax for Park and Rec and them paying additionally to maintain City Park.

Commissioner Dutton then stated that the City has chosen to provide extra

parks and extra pools and extra stuff. If the City wants to do something “extra” then they can. The idea that somehow the liabilities of these services can be transferred without benefits to the County, then the County can’t maintain the high level of standard that we have for Parks and Recreation. We do our Parks and Recreation correctly, we do it physically as far as the numbers go, we do that very well because we plan for it, we’ve thought about it for the future and we have created the situation so that our Parks are sustainable and affordable. If the City has run their parks in such a way that now they want to get out of that business and transfer that “loss that you can’t take anymore” over to the County, that’s okay we can probably do a better job, as you have stated today. That said, there’s money that goes along with those things.

Commissioner Dutton then stated that on just City Park alone, the City spends around \$480,000 a year on the upkeep, services and running of that Park. If the City wants to transfer to the County that liability, then it should also transfer 4-5% of its current LOST funds, which the City currently uses to pay those costs, to the County.

Commissioner Flowers then asked if the group could be provided with some actual numbers.

Mr. Smith then stated that Parks total, operationally is \$406,000, now we share personnel with the golf course and we also maintain five pocket parks with this money. So, all of that is in our Parks budget and we would still have to maintain those pocket parks, because all of that is included in this budget.

Commissioner Dutton then stated that if the City maintains the pocket parks then there would still be areas of overlapping service. If you want to get out of the parks business, then you need to get out of the parks business.

Mr. Smith stated that the City can have passive parks that are not part of Parks and Recreation.

Chairperson Flowers-Taylor stated that the County is Parks and Recreation, if somebody has a community park across the street from there house that is not recreation. That is green space.

Commissioner Dutton then asked how does a park that has playground equipment in the community differ from the park that has slides and recreation equipment? It is still same park, maybe it is smaller, but it provides the same level of park and recreation that the County Parks do.

Discussion regarding the City’s Budget item for City Park. It was clarified that the number in the Budget was the total number for all of the Parks in the City, not just City Park.

Commissioner Johnson then stated that if the County were to take over City Park would we not receive any additional funding from the LOST funds?

Mr. Smith stated that is not his decision, what he would say from a staff perspective is it would be double taxation on the City’s citizens if they paid again for Parks and Recreation because it is a countywide service.

Commissioner Reid-Ward stated that her concern is that the City continues to bare responsibility and to pay for the pool, when the SPLOST was obligated to build and Aquatic Center.

Commissioner Johnson stated we are concerned as to what funding we would receive from the City should we take over the City Pool.

Commissioner McCord stated that the reason they were discussing closing the City Pool was because the County was discussing the opening of an Aquatic Center. So, once you open an Aquatic Center, we possibly would close the City Pool.

Chairman Flowers-Taylor stated that during the last SDS discussions, we had a consultant tell us what we should get out of the LOST and he told us that we should get all of it. The City also had a consultant to advised the City that they should receive all of the LOST and here we are in the middle. However, if the City has felt that their justification for what they receive in LOST or they collect in lost is through recreation, they do provide a higher level of service and she agrees with that.

She went on to state that when there was no park except for Dundee Park, there was a City Park. That's why it is here and that's why they have provided recreation. She's not blowing the horn for the City she is simply explaining that is why the current situation is what it is. So, the County's concern is that we believe we can take over City Park, but are you willing to look at the numbers and make some adjustment to your LOST collection to allow us to take it over, keep it running and run it right.

Commissioner Flowers-Taylor then advised that the Aquatic Center was scheduled as a pay as you go project in the SPLOST. The SPLOST is a six-year SPLOST and we are only four-years into it. You are absolutely right, Heritage Park was a bonded issue and it's not completed and that is our fault, but if it is a pay as you go project and you are two-years out from completion of the SPLOST, you cannot expect us to have the money there to complete the pool.

Commissioner Reid-Ward then stated that Spalding County could have made the Aquatic Center a priority. That was the County's choice to put it on the end. The people on the swim team and everybody else in the Community that don't have a place to swim, everything else was more important than that, so y'all put that on the end.

Chairperson Flowers-Taylor then advised that the Aquatic Center was the largest amount of money to be collected, that is why it was on the end. It would take the longest to collect the \$4.5 million to build the Aquatic Center.

Mr. Wilson then advised that there has been nothing agreed to as to what the Aquatic Center should be. If we build a build an Aquatic Center with a competition pool, those kids who come to "City Pool" are not going to get in it because it will be 5-8 degrees colder than the pool that they are accustomed to. It is also deeper, so we have to decide, as a group, what we are going to build for an Aquatic Center. Are we going to build one pool, two pools, three pools? There are folks at the Senior Center who think that we are building a therapeutic pool that they are going to be able to walk into and do exercises, that was never discussed.

Mr. Wilson then advised that at the Board of Commissioners meeting on Monday night, Paragon Consulting will be presenting a conceptual plan on where we could place the pool at the Lakes at Green Valley. The County Commissioners did move ahead with that. Since that time, there has been a lot of discussion about City Park and the closing of the golf course and actually putting the pool somewhere physically on the golf course. There is still a lot of things out there. No matter where we put it, we still have not, as a group, decided what kind of pool or pools we are going to build.

Commissioner Reid-Ward stated that from her constituency and the people she talks to the idea of putting a pool out at the Industrial Park basically equates to 1960 when the City covered both of the pools with dirt.

Mayor Hollberg then stated, that he doesn't have 100% of his Board in support of this, but if the County would take on the pool as a responsibility this year, we have in our budget through the end of this budget year which is June 30, 2020, we have half of the expense funded and the County could pick up the other half, hire a pool director and start getting acclimated to being in the pool business. Since you are going to be in the pool business, he

would like to work out some type of negotiation on that.

With regard to the rest of City Park, if you take out the line item budgeted for the running of the golf course, then the amount of money it takes to run City Park isn't the \$400-480,000 it is a lot less. If it means us figuring out how much, not on the LOST side, but on an annual basis we need to offer up the amount of money that we spend on that line item as being partners over a 2, 3, to 5 year period as LOST revenues keep coming in on both sides for the City and County. Is there a compromise we can come to taking it bite by bite and work through the process? That is what he would like to see us do, to get to the pool where the County would take responsibility this year. The rest of City Park we could set a goal of July 2021.

Commissioner Miller stated that as far as he is concerned, we need to be considering the taxpayers of Spalding County, the County is not equipped financially to run two pools. It is definitely not equipped to run a golf course that has never made any money. He doesn't understand why the golf course even has to come into this argument. He doesn't have a problem with doing something with the City Park pool until the Aquatic Center is open for the swim team and autistic people that is using it. Other than that, this County cannot afford two swimming pools.

Mayor Hollberg then stated that the intent would be to close the City Pool once the Aquatic Center opens.

Commissioner Miller then stated that as far as he was concerned they could close City Park and the City could keep it up because you are talking a substantial amount of money that will need to be expended just to keep that park up. Not only in the number of people required to maintain it, but the additional equipment that would be needed. The people of Spalding County are being taxed to death, for the last two years we have had to raise property taxes. We currently cannot compete with law enforcement salaries because, we give them a raise, but they can go to surrounding counties and get a substantial raise. We need to look at what the people of Spalding County can live with and afford, because the people who pay taxes here are not going to be able to stay here. Some of them are already leaving.

Commissioner Reid-Ward then stated that she feels the discussion regarding the Park was something they were throwing out there. She doesn't feel this is something the City is trying to "get y'all to do." She said the only thing they are trying to get the County to do is to take over the pool, because the County should be responsible for it.

Commissioner Miller then stated that he doesn't have a problem with taking it over until the Aquatic Center is built. There are also a number of autistic people who utilize the pool and he doesn't feel that we should just cut them off from access, but for the County to sit here and say they are going to run two pools is wrong. They have already set a price on what they anticipate the cost to be for those who utilize the Aquatic Center of approximately \$8.00 per person and that is supposed to pay for it.

Mayor Hollberg then asked that the discussion on recreation end and that we move on to the next item.

Commissioner Flowers then asked how do we follow up the conversation regarding the pool for this year? She agrees that we need to move on, but she doesn't want that to get lost and we don't revisit it. Are we saying that we want to have a meeting, do you want to exchange emails, what is the expectation about the discussion regarding the pool? She doesn't expect it to be done today, but when can we reapproach this matter because the pool gates need to be opened soon. We need to determine what needs to happen before the pool opens for the Summer. It's not a "we can decide in June how to fund it" we have to decide now so that it can be prepped for Summer.

Commissioner Flowers-Taylor stated that if it is a matter that you want the

County to take the pool over this year, are you willing to forgo the funding that you were going to spend anyway to allow us to manage the pool this year?

Commissioner Dutton then stated that he didn't feel we would be able to reach an agreement for this year, he believes staff should continue to discuss it and bring it back before the Boards.

Mr. Wilson advised that County staff recommends FY2022.

Ms. O'Connor stated that City staff does not.

Commissioner Flowers-Taylor stated that staff would like to budget for the pool in 2022, but we are just getting ready to budget for 2021.

Mr. Wilson stated that the City would like for us to take it over July 1, 2020 which is not what is being recommended by County staff.

Commissioner McCord then stated that the County doesn't anticipate having the Aquatic Center ready for another two years.

Mr. Wilson stated that we haven't even decided on the type of pool, so yes he does see it being another 2 to possibly 3 years before the Aquatic Center is open.

Commissioner Flowers then stated that based on Commissioner McCord's statement, the County would anticipate taking over the City Pool at about the same time you would anticipate opening the Aquatic Center.

Commissioner Flowers stated the discussion was not to have two pools once the Aquatic Center was opened which means that the City would continue to front the pool basically until the Aquatic Center gets open.

Mr. Wilson then stated that he feels the County needs to make a decision on what type of pool we are going to build. He reiterated that what people are expecting is totally different from what we could build. He doesn't feel that the County should make any commitment to the City to take over anything until the County decides what kind of pool we are going to build.

Commissioner Flowers then asked if there wasn't blueprints or plans for the pool at the time of the SPLOST.

Mr. Wilson advised were no costs estimates, there were not blueprints, there were no plans.

Commissioner Dutton then stated it was the same thing for Heritage Park, we budgeted \$1. Million for Heritage Park and when the estimate came back it was \$7.2 million. So, if you wonder why Heritage Park has not been completed, it is because we budgeted 1/7th of what it is going to cost. Again, I say we because I am now on the County Commission, but that decision was made long before he joined the Commission. Now instead of looking back and trying to draw on the rearview mirror and correct things that we can't we have to look forward and say this is the way we've got to go. Stuff happened in the past and that is in the past, but if we want to actually get where we are going, we have got to look forward. Where we are at is folks saying that it wasn't done correctly, and he wishes that his predecessors had done it correctly. He wishes they had had better cost estimates, he wishes they had already had the design plans, and now we have a set budget, and everyone thinks we are building the Taj Mahal. That being said, this is the reality of where we are and we have to move forward towards it. He thinks we can get where we all want to go, and he certainly feels there is wiggle room where the City wants to be as far as the pool, but he agrees with Bart that we should not both run pools at the same time.

Commissioner Flowers then stated for the sake of moving forward what it sounds like what she is hearing is that the City does not need to expect any involvement from the County with regard to the pool in the near future.

Planning, Zoning and Building Inspections – Ms. Irizarry stated that “c” and “d” are both check on the page, that is an error, it should just be “d”. She will make that correction this afternoon. One or more Cities will provide this service only within their incorporated boundaries and the County will provide it in the unincorporated areas. Spalding County and the City of Griffin do have overlapping service areas and the funding sources are listed.

Ms. O'Connor stated that this is another one of the double taxation issues for the City, if they are paying for their Planning, Building and Zoning out of the General Fund then they are double taxing the residents because they are getting all of their services through the City. At one time, this could have been covered by the user fees, but since they have contracted with Charles Abbott and Associates it is not anymore. This is a minor issue for us in that there is some amount of double taxation on the City residents.

Chairperson Flowers-Taylor stated she was confused about the double taxation.

Ms. O'Connor advised that 70% of the fees the County charges for their permits and plan reviews and those type of fees that are taken in for Planning, Zoning and Building Inspections now go to Charles Abbott and Associates, that is how you pay them for their services. So, the 30% that remains does not cover the expenses for that department and you are having to supplement that with the General Fund. The amount that is being supplemented would be a double tax to the City because we are also providing that service to our citizens.

Mr. Wilson stated that the expenses were covered before we contracted with Charles Abbott, but we have not done a full accounting yet for FY2020, but is it going to be close. We will have to see the exact amount because when you give them 70% of the revenues, it does take a large portion of the revenues we receive in Community Development. Which may mean that we need to increase our fees, which we can do.

Commissioner Flowers-Taylor stated that in the past the Community Development Department has made in excess of what it would take to operate that Department. Now, with the implementation of the contract with Charles Abbott we are now in the hole for running Planning and Development?

Commissioner Dutton stated that we might be, we haven't done the full accounting analysis yet.

Mr. Wilson stated that at this time we don't know what percentage, we think there is a small percentage that is not covered. We have only been contracted with Charles Abbott for the past 7 months.

Commissioner Dutton then stated that once the analysis is done and if we are in the hole, then we could raise fees to cover the difference.

Public Works – Ms. Irizarry stated that “d” selected: Spalding County and City of Griffin and “yes” is checked for overlapping service areas and we have identified the funding sources.

Ms. O'Connor advised there are minor issues with this item depending on what Public Works does for the County if there are services that the City is also performing, then the work that is done by the Public Works Department for the county only in the incorporated areas would be double taxation for City residents. Again, they don't feel it is much, but it is a minor issue.

Mr. Wilson advised that the County disagrees with that theory.

Sewer – Ms. Irizarry stated that a change had been made to the funding method on this item to show Enterprise Funds and it has recently been

resubmitted to DCA.

Stormwater Collection – Ms. Irizarry stated that “c” is selected for this one: One or more Cities will provide this service only within their incorporated boundaries and the service will not be provided in the unincorporated areas. No overlapping service areas and it is funded through Stormwater Utility Fees.

Mr. Smith stated that this could be one of the areas where the Public Works question would come up because the County has to deal with stormwater through Public Works.

Street Lighting – Ms. Irizarry stated that this one is “d”: Spalding County and City of Griffin, there are no overlapping service areas. The funding methods are listed on page 2.

Mr. Wilson stated that all of the County street lights are paid for through Street Light Districts and assessment on their tax bill.

Ms. O'Connor stated the City does not have an issue with this.

Tax Billing and Collections – Ms. Irizarry advised that service would be provided countywide. There is no overlapping service area; however, we did include the agreements with the different municipalities.

Voter Registration and Elections – Ms. Irizarry stated this is a countywide service, no overlapping service areas. Funding sources are listed for Spalding County as General Fund, Grants and SPLOST. For City of Griffin and City of Orchard Hill the funding is General Fund. Copies of the agreements have been included as well.

Water – Ms. Irizarry stated they have marked “Other” for water as there are agreements currently circulating and discussion around this topic.

Mr. Wilson advised that the Water Authority is currently working on a response to the City of Griffin for a contract. The current contract is a Three Party Contract and the new contract will be a Two Party Contract.

Mr. Wilson then advised that there are a few items that the City and County disagree on. We have been working on this for a number of months and we are not going to come to an agreement today, but at least everyone has been made aware of the points made by both the City and the County and how we feel about those points. Staff will do whatever the Board directs, but we are currently at the point to where we need some direction. You have heard our stances on these items on the points. Whatever the majority of the City and County Commissioners tell us to do we will do. This is a very complicated issue, thank you for coming.

V. ADJOURNMENT

Motion/Second by Truman Tinsley/Cora Flowers to adjourn the meeting for the City of Griffin at 11:54 a.m. Motion carried unanimously by all.

Motion/Second by James Dutton/Bart Miller to adjourn the meeting for Spalding County at 11:54 a.m. Motion carried unanimously by all.

/s/ _____ /s/ _____
Gwen Flowers-Taylor, Chairperson William P. Wilson, Jr., Clerk

MINUTES

The Spalding County Board of Commissioners held their Extraordinary Session in Room 108 of the Spalding County Annex on Monday, March 16, 2020, beginning at 6:00 p.m. with Chairperson Gwen Flowers-Taylor presiding. Commissioners James Dutton, Rita Johnson and Bart Miller were present for the meeting. Commissioner Donald Hawbaker was absent from the meeting. Also present were County Manager, William P. Wilson, Jr., County Attorney, Stephanie Windham, Assistant County Manager, Michelle Irizarry and Kathy Gibson, Executive Secretary to record the minutes.

I. OPENING (CALL TO ORDER) by Chairperson Gwen Flowers-Taylor.

PLEASE SILENCE YOUR CELL PHONES AND ALL OTHER ELECTRONIC DEVICES.

II. INVOCATION

Rev. Tim E. Conort of Union Baptist Church delivered the Invocation.

III. PLEDGE TO FLAG

Commissioner Rita Johnson, District #3, led the pledge to the flag.

IV. APPOINTMENTS

1. Consider appointment of an ACCG Legislative Coordinator to replace Donald Hawbaker for a term to expire December 31, 2020.

Mr. Wilson stated that even though this legislative session is past crossover day and is in recess, we need to appoint someone as Legislative Coordinator to replace Commissioner Hawbaker at ACCG Legislative functions.

Commissioner Dutton stated that he would like to serve as the ACCG Legislative Coordinator for Spalding County.

Motion/Second by Johnson/Miller to appoint Commissioner James Dutton at the ACCG Legislative Coordinator to replace Donald Hawbaker for a term to expire December 31, 2020.

V. PRESENTATIONS/PROCLAMATIONS

1. District IV Health Services Medical Director Dr. Olugbenga Obasanjo to brief the Commissioners on the Corona Virus.

Mr. Wilson then stated that former County Commissioner and Board of Health Chairman, Johnie McDaniel will introduce Dr. Obsanjo.

Mr. McDaniel then stated that he lives at 1603 Beville Drive, Griffin, GA. Mr. McDaniel stated that he was here this evening representing the Spalding County Board of Health and the Health Department. They felt it important that the Board receive good information and not just the information being delivered by the news media. So, the Board of Health asked Dr. Obasanjo to make a presentation. He is the Director of District #4 Health Services and he can give you information that is reliable. If you have any questions regarding what is happening in the local Health Department nurses, Jasmine Webb and Nicole Harris are here to address any questions you may have.

Dr. Obasanjo thanked Mr. McDaniel for creating this opportunity to meet in this forum to get information out. He spoke to the Board about the COVID-19 outbreak worldwide. He then advised that we have had our first identified case here in Spalding County. He then spoke about how

cases are identified and what happens after that.

Dr. Obasanjo advised that right now there are two ways that cases are identified. Individuals can present to their healthcare practitioner in an outpatient setting or through the emergency department. If they present with COVID-19 symptom, the provider tests them commercially, through Lab Corp or Quest. These independent labs will test and then they will inform Georgia Department of Public Health. Additionally, if the provider feels strongly prior to the results of the commercial test results, they can contact the Department of Public Health either by phone or through their website and then the Department of Public Health will test the patient. Either way, the individual ultimately comes to them for testing and confirmation.

Dr. Obasanjo stated that once an individual is identified on the State level it comes to the District Office assigned to the area as a pending case. Once that person is determined to be positive, they have a protocol, they inform the applicable Board of Health and they inform applicable County leadership. We depend on the local Board of Health official to inform County leadership and get that information out.

Dr. Obasanjo also stated that once a case is identified within a County they do a press release and blast it to the local press in the County to let them know the first case has been identified in the County. We do not identify who the patient is, we try to keep it as anonymous as possible, so they do not identify gender, age, or where they were tested. Some of the inpatient facilities have chosen to identify that one of their patients has tested positive, the State leaves that to the facility. We all have HIPAA responsibilities so however the facility chooses to respond within the HIPAA guidelines, that is on them.

Dr. Obasanjo stated that the Department of Public Health's press release will simply advise there has been a case identified in Spalding County and include precautions that should be taken.

Dr. Obasanjo then advised what to do should you be diagnosed with this virus. What to do if you come into contact with someone who has the virus. He then explained the length of time involved in the isolation decisions and the reason for the specific number of days required should you come into contact with someone who has the virus or if you contract the virus. He stressed that if you are symptomatic you will need to call your healthcare provider or the emergency room prior to going into the office and they will make special arrangements for your arrival. Dr. Obasanjo then answered questions from the Board of Commissioners.

2. Noresco to make presentation for renovations to County buildings to be funded with energy savings.

Mr. Wilson then advised that Ron Mayo with Noresco is here to present this evening.

Ron Mayo, 433 Carter Avenue, Atlanta, Georgia. Mr. Mayo stated that when they were here several months ago, the Board authorized Noresco to move forward with an energy study. At that time, the plan was to address the water intrusion of the roof at the law enforcement center and our goal was to put together a self-funding capitol project, one that would not impact the budget and would be able to pay for itself through energy and operational savings.

Mr. Mayo stated the goal of the exercise was to put together a project that

would be budget neutral in 16-17 years and they believed that they could fund the roof replacement at the law enforcement center during with the savings. During the course of the audit, the locations we visited with the engineers and in talking with staff and observing conditions of buildings. We identified other reasons water was intruding in addition to the roof.

Mr. Mayo then advised that initially they had not expected to be able to fund the roof top units – heating and air – at the law enforcement center or the clogged drains which were also causing water penetration; however, their findings will be able to fund the roof top units and clogged drains as well as the roof in 15 years as a self-funding project. This will also include lighting and modernization at 11 other locations within the County. Water conservation and weatherization at 3 locations for the County.

Mr. Mayo stated that they are pleased to deliver what they expected at the beginning of the energy audit. The energy audit proved to be worthy effort and now they feel confident that this project is one that will address the pressing need at the law enforcement center as well as modernizing several other buildings.

Mr. Mayo advise the items to be included in this project will be weatherization, water improvements, lighting and modernization. The project is designed to allow energy savings modernizations to be put in place at other buildings to pay for the roof. The goal remain constant in finding a self-funding project to pay for the roof at the law enforcement center.

Mr. Mayo then stated the current annual spend on water, gas and electricity is approximately \$1.1 million. Through this project, Noresco will guaranty savings that they have uncovered through the energy audit of \$342,982 annually which will pay for a self-funding project of \$4.9 million over a 15-year period.

Mr. Mayo then covered the next steps in the project. Initial steps included a utility analysis to determine feasibility, that study was at no cost and no risk to the County. We then moved forward with the preliminary study and the detailed audit and here we are this evening asking your favorable consideration to move forward to the next step which will be a 12 month construction period followed by a 15-year period of measurement and verification to validate the savings they have committed to.

Mr. Wilson then advised that later in the agenda the Board has a resolution to approve and move forward with this project should you choose to do so. You can ask questions now, or you can ask questions at that time.

Commissioner Dutton stated this is a 15-year guaranty of \$342,000 in savings annually. How does that guaranty work? What if the law enforcement center isn't there anymore.

Mr. Mayo then asked for a scenario where that would occur.

Commissioner Dutton stated that what if a huge tornado comes and destroys the whole place and we have to build a new one. Are we still on the hook for something, are we still guaranteed a savings, just how does that work?

Mr. Mayo then called on Doug Hennen with Noresco to answer that question.

Mr. Hennen advised that the insurance would cover the loan should something like this happen, whether you are self-insured or whether you pay for insurance if an act of god should destroy the building, that is part of the building that would be covered under the insurance requirements.

Chairperson Flowers-Taylor then stated that the improvements would be replaced.

Mr. Hennen stated that is correct, at that point you would end up with a new building and they could assist with the design and make sure that it is performing the same as what we will installing.

Mr. Wilson then stated it is not just the energy savings for the law enforcement center it is the energy savings for the 11 buildings total.

Commissioner Dutton then stated that obviously we are still on the hook to pay back the initial improvement costs, but there is a guaranteed savings, what happens if we fall short of that? Does your company subsidize that loan for the offset?

Mr. Hennen stated, "that is correct."

Commissioner Dutton then asked if an act of god were to happen and it took a month or so for the insurance to kick in, would Noresco cover the missed cost savings for that month.

Mr. Hennen then advised if you do the improvements with a bond, and the improvements are destroyed the next year, insurance would cover the value of the bond indebtedness as part of the building. That is the whole purpose of insurance.

Commissioner Dutton then stated that he isn't asking about the value of the loan he is asking about the guaranteed savings.

Mr. Hennen then stated that if the building is destroyed, then it won't be using any energy, so the savings would be even greater during the construction period.

Chairperson Flowers-Taylor then stated that the \$342,000 in savings is based on what we are currently spending at \$1.1 million.

Mr. Hennen stated that it correct.

Chairperson Flowers-Taylor stated that the \$342,000 savings annually with a loan payment of \$333,000 annually and that is why it is budget neutral.

Mr. Wilson advised that is correct.

Chairperson Flowers-Taylor then asked what would be done at the other locations like the Senior Center.

Mr. Wilson stated that many of the improvements will involve lighting, retrofitting light fixtures to go to LEDs like we have in this building. Many of our buildings like the Courthouse of the Senior Center, which is only 12

years old, do not have LED lighting. The 11 buildings listed in the attachment are the buildings that they will touch.

Chairperson Flowers-Taylor asked what the weatherization at the Senior Center would involve.

Mr. Mayo stated that the weatherization would only be at 3 buildings and that was where their team notices gaps or air infiltration going into the building that is mitigated, which would involve putting in proper shields, etc.

Mr. Wilson then advised that the weatherization would involved the Law Enforcement Complex, the Courthouse and the Public Defenders Offices. The Roof at the Law Enforcement Complex is the biggest, HVAC replacement at the LEC is huge as well.

Mr. Mayo stated the heating and air conditioning systems are at their end of life at the Law Enforcement Complex right now. The compressors are failing, the service agreement is coming up very soon, the air handling units at the Law Enforcement Complex are 24 years old and in bad need of replacement, the roof is failing. You are going to be forced at some time in the near future with coming up with the money to fund these projects. We are offering a way to fund these items through energy savings, where you don't have to come up will funding through a capital budget.

Mr. Wilson stated that the CI and the Sheriff's Office are both huge water users.

Chairperson Flowers-Taylor then asked what they would be doing to reduce the amount of water used by these two buildings.

Mr. Mayo advised that they would be utilizing what is called a "drop in" kit. Right now, the County uses approximately 4 gallons of water every time a toilet is flushed, so we put it in new devices to reduce the amount of water each time there is a flush. We will be putting in new toilets and new valves to be able to reduce the amount of water used to approximately 1.5 gallons per flush.

Mr. Wilson stated that the Sheriff's Office, Correctional Institution, Construction and Maintenance, Finance, the County Attorney has reviewed all of the documents, everything is on the agenda and recommended for approval later in the agenda.

VI. PRESENTATION OF FINANCIAL STATEMENTS – None.

VII. CITIZEN COMMENT

Speakers must sign up prior to the meeting and provide their names, addresses and the topic they wish to discuss. Speakers must direct your remarks to the Board and not to individual Commissioners or to the audience. Personal disagreements with individual Commissioners or County employees are not a matter of public concern and personal attacks will not be tolerated. The Chairman has the right to limit your comments in the interest of disposing of the County's business in an efficient and respectable manner.

Speakers will be allotted three minutes to speak on their chosen topics as they relate to matters pertinent to the jurisdiction of the Board of the Commissioners. No questions will be asked by any of the commissioners during citizen comments. Outbursts from the audience will not be tolerated.

Common courtesy and civility are expected at all times during the meeting. No speaker will be permitted to speak more than three minutes or more than once, unless the Board votes to suspend this rule.

Gene Brown, 127 Coe Drive, Griffin – Mr. Brown stated that there are approximately seven homes on Coe Drive. Coe Drive connects to a subdivision and we have a lot of traffic through the street going to and coming from the subdivision. The County has recently scraped the road, put down gravel and cleaned the ditches and that very evening the same group of people speeding through the area.

Mr. Brown then advised that last Summer they did get a speed limit sign of 25 m.p.h. posted; however, the people coming down the road totally ignore the sign. They will come onto the road fishtailing and scattering the gravel and making a mess. They have talked with the Sheriff's Office on a number of occasions and they have talked with the Road Department. The Road Department has tried to help in a number of ways, but they haven't been able to control the traffic or the people in the vehicles. We are here to do whatever we can do so that this can be controlled.

Mr. Wilson advised that we are familiar with the problem. Code Enforcement and the Sheriff's Office have been out there, but the residents had asked that their road be made a dead end at one time and this is a through road.

Billy Ray McFarlin, 106 Coe Drive – Mr. McFarlin stated that he has lived on this road for about three years. This road is a drop off location for cats and dogs, the people coming from the subdivision behind them come down the road and drop the cats and dogs off anywhere on that gravel road and they have had to call Animal Control to come out and pick them up or try to catch them in the cages.

Mr. McFarlin stated that the County spends money to maintain this dirt road and it seems as though the people in the subdivision love to tear up the road as soon as the County comes out to maintain the road and then the County has to spend more of our tax dollars to come out and fix it. We have asked, if there is anyway possible, the subdivision backing up to this road has at least two paved roads that will connect to Vineyard without coming through Coe Drive and if the road could be cut off from the subdivision that is what we would ask.

Mr. McFarlin then advised that on a pretty Saturday, they will have 50-75 cars coming in and out of that road. There is only six houses on this section of road. We had called the Sheriff's Office because they were running 4-wheelers on the road fishtailing and making donuts disturbing the gravel. The residents of the subdivision are oblivious to the elderly and the dust off the road will filter into the house. He then asked if there is any way the Board could consider blocking the road out of the subdivision, the road is not very long and there is a church and six houses on the road. The subdivision behind them has two roads, they don't need to use Coe Drive, the residents need to use the road.

VIII. MINUTES -

1. Consider approval of minutes for the Spalding County Board of Commissioners Zoning Public Hearing on February 27, 2020 and the Spalding County Board of Commissioners Regular Meeting on March 2, 2020.

Motion/Second by Johnson/Dutton to approve the minutes for the Spalding County Board of Commissioners Zoning Public Hearing on February 27, 2020 and the Spalding County Board of Commissioners Regular Meeting on March 2, 2020. Motion carried unanimously by all.

IX. OLD BUSINESS – None.

X. NEW BUSINESS -

1. Consider authorizing Chairman to execute agreements necessary to move forward with renovations to County buildings to be funded with savings from utility billings.

Mr. Wilson stated this is the resolution authorizing the Chairperson to sign all of the documentation required. Bank of America won the financing on this and Ms. Garrison was able to get them down to just over 2% financing for the 15 year period. Mr. Wilson further stated that he knows it is hard for the Board to approve this kind of expenditure on a building that may be replaced in the future, but we need to do it now, while we can afford it and while we have energy savings to do it. Recommend approval.

Commissioner Dutton stated he would like to hear from the Sheriff.

Sheriff Dix stated we are coming to a dead end on the condition of the jail, there are some talks about doing a SPLOST some time in the future to build a new jail, but this is a right now problem. We have got to do something about it right now and it is going to be easier to do it this way, then it is when the Federal Government comes in and says, "you will do this." There are issues at the jail that have got to be addressed.

Motion/Second by Dutton/Johnson to approve authorizing the Chairperson to execute agreements necessary to move forward with renovations to County buildings to be funded with savings from utility bills. Motion carried unanimously by all.

2. Consider request from Meja Construction, Inc for an alternate design review as provided for under Appendix J, Section 416 of the UDO.

Mr. Wilson stated that Mr. Don Hulon is here to address the Board. This is the package store being built on former property that his family owned and he is going to exit the room. Mr. Hulon is here to speak and Ms. Irizarry was briefed by Chad Jacobs and can provide you any additional information you may need.

Mr. Wilson then exited the meeting.

Don Hulon, 291 Steele Road, Griffin – Mr. Hulon state that he works for Meja Construction which is located in Peachtree City. Mr. Hulon then passed out some information to the Board members. Mr. Hulon then advised the reason for the request is that the Ordinance states that any building under 10,000 square feet has to have a minimal 4-12 pitch roof. The building they are proposing to build has a flat roof and he has provided the information because there is concern regarding the products being used for the exterior of the building.

Mr. Hulon went on to state that the board to be used is a high-end product that is used to accent areas on a building. The majority of the building will be stacked stone with a combination not to exceed 50% on the front façade of other material. He has read the ordinance and understands what the County is trying to accomplish as far as the look. Their request is to do something more with this building with the board they are proposing and to have a flat roof instead of a 4-12 pitch roof.

Chairperson Flowers-Taylor asked Ms. Irizarry what the ordinance states regarding roofs.

Ms. Irizarry stated that Appendix J, Section 416, states that all one-story buildings less than 10,000 square feet must have a pitched roof between 4-12 and 12-12, if not possible, a combination of flat roof and pitch roof is required provided pitch roof on front and side of building to screen any flat

roof. It also always for review before the Board of Commissioners should a developer propose to vary from that criteria, which is why they are here today.

Mr. Hulon then advised that with regard to the exterior, they have to go through an official planning review and come back before the board for approval of the exterior. At this point, we can't do a rendering of the building until we can provide what type of roof is being approved. He brought the material list simply because he has receive phone calls on what type of materials they will be using on the exterior.

Commissioner Johnson asked if this meeting is premature since the matter will be going back to staff?

Commission Dutton stated that Mr. Hulon does need a little bit of direction from the Board, but a consensus, instead of a decision instead of giving him a variance. He feels it would be enough to give him direction to say if you are going to have a rendering that looks like the example presented to the Board, we're going to be okay with that.

Chairperson Flowers-Taylor advised that is not what Mr. Hulon is requesting, he is requesting a variance for the roof and it is no good to discuss the materials if we aren't going to vary from the pitch. They are here asking for a flat roof.

Chairperson Flowers-Taylor then stated that she is interested as to why they are interested in a flat roof. We have a lot of flat roofs in the County and many of them leak.

Mr. Hulon then advised that many flat roofs have skylights in them and they are an issue. On this building we are not putting anything on the roof, it is a flat roof and all of the equipment will be outside of the building there will be no roof top units on this building.

Commissioner Dutton then stated that he would like to see a complete design before approving the variance. Giving a variance at this point he feels is premature.

Mr. Hulon stated the drawing presented to the Board is the conceptual drawing. The ordinance has a breakdown of the types of materials to be used on the building and dictates the types of materials that have to be used.

Ms. Irizarry then reminded the Board that the request is for the roof only, not for the design.

Mr. Hulon stated the design phase costs thousands of dollars and if you don't know what the pitch of the roof is going to be, you have to start all over again. He further stated that his company does a lot of work within the County and he is very familiar with the County Ordinances and requirements.

Ms. Irizarry then reminded the Board that they would see the design once it is prepared and approved and staff is recommending approval. At this time, they want to know that it is okay to move forward with the pitch of the roof, before he goes to design.

Chairperson Flowers-Taylor then stated that the item under consideration this evening is just the roof. If the builder and the owners choose this is how they want to construct the roof on the building, she doesn't have a problem with that. Before they get anything else approved, it will have to come back to us.

Motion/Second by Johnson/Flowers-Taylor to approve the request from Meja Construction, Inc. for an alternate design review for a flat roof as provided for under Appendix J, Section

416 of the UDO. Motion carried 3-1 (Dutton).

3. Consider recommendation from Paragon Consulting to award bid for the CI and Jail Bar Screen project to P.F. Moon and Company, Inc. low bidder in the amount of \$223,000.00.

Mr. Wilson then rejoined the meeting and advised that this is a \$200,000+ project that is not budgeted. The low bid is P.F. Moon in the amount of \$223,000. We don't have any choice but to do this. In order to get "garbage" out of the sewer line which is a violation of City Ordinance, this is the best way to do it. It is the new standard for Correctional Institutions and Jails and staff recommends approval.

Chairperson Flowers-Taylor asked if this construction would shut anything down and asked how long it would take to accomplish this.

Bryan Upson, Paragon Consulting, advised that this will not shut anything in the County down and it will take about 90 days total.

Motion/Second by Dutton/Johnson to approve the recommendation from Paragon Consulting to award bid for the CI and Jail Bar Screen project to P.F. Moon and Company, Inc. low bidder in the amount of \$223,000. Motion carried unanimously by all.

4. Consider Memorandum of Agreement between the Federal Aviation Administration, Georgia Department of Transportation, Spalding County, the City of Griffin, the Griffin Spalding Airport Authority, and the State of Georgia Historic Preservation Officer regarding the construction of a new airport.

Mr. Wilson stated this is an agreement that has to be signed by all entities and it lays out what the Airport Authority must do when they acquire the final parcels for the Airport. We are recommending approval and the Chairman will have to sign both a paper and a digital copy of this document. There is no cost to the County.

Motion/Second by Johnson/Dutton to approve the Memorandum of Agreement between the Federal Aviation Administration, Georgia Department of Transportation, Spalding County, the City of Griffin, the Griffin Spalding Airport Authority, and the State of Georgia Historic Preservation Officer regarding the construction of a new airport. Motion carried unanimously by all.

5. Paragon Consulting to present concept plan and associated costs for location of Aquatic Center at The Lakes at Green Valley.

Brian Upson, 507 N. Pine Hill Road, Griffin – stated that a few weeks ago the Board asked Paragon Consulting to look at The Lakes property that is being considered as a site for the proposed Aquatic Center. He advised that they are presenting a concept plan of that Aquatic Center. This property fronts on the first lake as you come into the industrial park off of Rehoboth Road. The facility would front the lake and the parking would be behind the facility and tie to the old Barrow Road. We will have an access point off of Rehoboth Road and one off of Barrow Road.

Mr. Upson stated that there are three buildings noted on the design, the building in dark blue would be the current proposed the Aquatic Center, it is approximately 17,500 square feet and that number is from preliminary talks with architects and pool contractors approximately a year ago. In order to plan for the future there are two additional areas which includes a therapy pool area.

Mr. Upson advised that the current building was placed in the location so that future additions could be built out without disturbing the parking in the future. Once the parking is put in it can remain as it is and we placed the current building far enough away from the lake that any future building could be placed on the side fronting the lake and still have buffer room for the lake. Mr. Upson advised that the design also allows for future parking should the additions be constructed.

Commissioner Dutton then asked if Paragon had worked with the Development Authority in developing this plan.

Mr. Upson advised that they had received the plan that UGA put together, this design is actually located a little further up the hill toward SR16 and the topography is a lot steeper there, so the grading costs would be higher if they were to place it there, plus it would be further away from the lake and it wouldn't give you the aesthetic look, so we moved it close to the lake. The remainder of the property could be used for future development of Parks and Rec. or whatever use deemed necessary. The grading costs were less than putting it on the other side of Barrow Road.

Commissioner Dutton then asked if this rendering would meet the needs of the swim teams that would be utilizing this building.

Mr. Upson stated that they have been asked by staff to contract with an architect to do a scoping study to try to figure out what this will cost and the first order of business will be to give them the SPLOST budget and work backward on what we can afford. Our goal, at the end of the day is to place the site as it is and put what you want inside of that building. He can't tell the Board what the costs are going to be until the architect and pool experts come in and deal with the inside of the building.

Commissioner Dutton stated that essentially this is a concept for a building that we can scale up or down.

Mr. Upson stated this is hopefully assisting in the decision on where to put the facility and that was their goal, to cost it out, to tell you what it would cost and give you an example of what it would look like on this particular site. We haven't gotten to the building yet.

Mr. Wilson stated that Paragon was tasked with seeing if the Aquatic Center could be placed there and how much it would cost to place it there with the site improvements and site requirements.

Mr. Upson stated that the initial building does not include the therapy pool, it does not include splash pads, it is strictly a pool, decking, bathrooms, and changing rooms. It would include all of the necessary components for an Aquatic Center.

Mr. Wilson stated that this design is to show the Board that the Aquatic Center will work here, to do this number of parking spaces and do the necessary drainage and soil erosion, etc. is \$874,519.00.

Mr. Upson reminded the Board that this will have to be factored into the total Budget, which means there will be approximately \$4 million budgeted to build the building and the pool.

Mr. Wilson then reminded the Board that they had discussions last week with the City regarding other locations, this is in response to the Board asking if the Aquatic Center is feasible at this location and that is what Paragon has presented.

6. Consider approval of Task Order Form with Paragon Consulting for the Programming and Conceptual Design of an Aquatics Center.

Commissioner Johnson then asked if the \$19,300 for the task order, if we approve this and we are considering City Park would that have any effect on this design?

Mr. Upson advised that the conceptual design of the Aquatic Center would contain everything that would be inside of the building, no matter where you put it. The purpose of this is the architect and the pool consultant scoping the request, hearing from you what you want, pricing it and then doing a concept.

Mr. Wilson stated this is how we decide what is going to be placed in the Aquatic Center. This process will define the Aquatic Center we are going to build.

Mr. Upson stated that first of all they will be given the budget, that is what they will start with and they will come back and tell the Board what they can do for that budget, then it is up to the Board as to how to deal with it. This is for a scoping study, it will not be the full design. This is for everyone to determine what is wanted and how it would be laid out.

Motion/Second by Dutton/Johnson to approve the Task Order Form with Paragon Consulting for the Programming and Conceptual Design of an Aquatics Center with the addition of a stakeholder meeting to get all input. Motion carried unanimously by all.

7. Consider recommendations from Spalding County Leisure Services regarding request to use of BMX bicycles at Spalding County Skate Park facilities.

Mr. Wilson stated that there are recommendations from Parks, Leisure Services and our insurance carrier and all three say that we should not have BMX bicycles on the Skate Park.

Commissioner Dutton stated that he had talked with one of the individuals who was on the Board that created the Skate Park and was advised that BMX bikes would not be safe in the facility.

Chairperson Flowers-Taylor stated that she wanted to remind those of you who were not here at the time the Skate Park was discussed, it was recommended by staff, it was recommended by Leisure Services and it was recommended by the insurance company not to force people to wear a helmet in the Skate Park. As you know we have a sign at the facility that states, you should wear a helmet when utilizing this facility. You enter without a helmet at your own risks.

She stated that the whole purpose of the Skate Park was to keep kids from skating downtown. They are already riding BMX bikes over there. The first part of the Skate Park that was built, can accommodate BMX bicycles; however, the second part was not designed for BMX bicycles.

Mr. Wilson then advised that because the second part of the Skate Park was not designed for BMX, that we would have to modify the design and do modifications to the second phase, which was paid for by Impact Fees, to allow that.

Commissioner Miller asked where the money would come from to redesign the second phase of the skate park and to do the modifications? We need to find out if they are going to go up on the insurance rates and what the design and modifications are going to cost.

Chairperson Flowers-Taylor then asked that staff determine if there are impact fees available for doing the modifications.

Motion/Second by Dutton/Miller to table recommendations from Spalding County Leisure Services regarding request to use of BMX bicycles at Spalding County Skate Park facilities until staff can determine the costs for modifications needed to accommodate BMX bikes. Motion carried unanimously by all.

8. Discussion of Ethics Complaints filed against Commissioner Donald Hawbaker and establish a date and time to review the allegations to determine if there has been a prima facie violation of the Code of Ethics.

Mr. Wilson then turned the matter over to the County Attorney, staff has provided a copy of all of the complaints and the process. We did receive correspondence earlier this afternoon from Commissioner Hawbaker and a copy of that correspondence is also included.

Stephanie Windham, County Attorney, stated the Board has a copy of the Ordinance and it is up to you as to whether or not you think on its face these ethics charges are worthy of going forward to a hearing panel. She then stated that the charges are based on the ordinance. Number One: Uphold the Constitution, Laws and Regulations of the United States, the State of Georgia and all governments therein and never be a party to their evasion.

Chairperson Flowers-Taylor asked Ms. Windham to explain the previous statement.

Ms. Windham then stated that the Ethics charges are that Commissioner Hawbaker failed in his duty because notwithstanding any provisions of the law to the contrary each covered official of Spalding County shall: Uphold the Constitution, Laws and Regulations of the United States, the State of Georgia and all governments therein and be a party to their evasion.

Commissioner Dutton then stated that what we are voting on is not beyond a reasonable doubt or anything it is if everything as alleged in the violation is true, then he could be guilty of an ethics violation and then it goes to the Ethics subcommittee who looks at it both for and against. We are charged with is if everything that Mr. Mattox alleges is true, could it be an Ethics violation?

Ms. Windham stated that the Board can make the determination that these allegations are prima facie evidence of an ethics violation such that it should go forward to the Ethics subcommittee. We do not have anything in our Ethics ordinance that would reflect conduct unbecoming a Commissioner.

Commissioner Miller stated that even though he is facing felony charges, he has not been to court nor has he been indicted of the charges.

Mr. Wilson reiterated that the item on the agenda is for the Board to establish a date and time to review the allegations. It's not to decide tonight because you have to determine if there is a prima facie case and that can be set in the future at any time.

Motion/Second by Dutton/Johnson to table the Ethics Complaints filed against Commissioner Donald Hawbaker and establish a date and time to review the allegations to determine if there has been a prima facie violation of the Code of Ethics until such time as the Grand Jury is convened and enters an indictment. Motion carried unanimously by all.

XI. REPORT OF COUNTY MANAGER

- ✓ The Chief Justice of the Supreme Court of Georgia has ruled that the Courts can close to foot traffic, but the Clerk of Court's Office cannot. We have, in conjunction with the Sheriff's Office, come up with a sign that will be placed on the inside and outside of the building that directs folks who have any questions to contact the deputy inside the

Courthouse. Mr. Wilson then asked Judge Josh Tacker to come up and talk about the closings.

Judge Thacker stated that we are all moving as quick as we can in a very fluid and fast-moving situation. He advised there has been a steady line of communications between all of the leaders, department heads and elected officials and we have been in constant contact. If the Spalding County citizens knew how much we were communicating they would be pleased to know that we are working hard to get everyone ready.

Judge Thacker stated that with regard to the Courthouse it has been an issue because traditionally courthouses never close. We have been having the discussion not as to whether or not to close the Courthouse but as to whether or not close the Courthouse to foot traffic. In other words, the teams would be in their seats doing their jobs by email, by phone, by fax or by mail. Minimizing physical contact is what we are trying to craft a plan for, but the Chief Justice of the Supreme Court today is discouraging Counties from closing the Courthouses. There have been phone calls going back in forth trying to figure out how do we react in compliance with the Constitution of Georgia, the Constitution of the United States and make sure that people have access to justice, but at the same time make sure that we protect our teams. We all want to make sure that the team members inside the Courthouse doing their jobs are not doing so in unsafe conditions. Those are the things we are working on and communicating about daily. As it currently stands at this moment, the current status is we are unable to at this point to close the front doors of the Courthouse even if we have the teams in place with email, phone, fax and mail, the Clerk is to remain open during this time. The final decision maker on this is Judge Chris Edwards who is the Chief Judge of Superior Court over four Counties.

He then added that Ms. Sylvia Hollums is located in the Courthouse even though she is not part of the Justice section.

Chairperson Flowers-Taylor then asked if court hearings had been postponed?

Judge Thacker stated that he has officially postponed all of his court hearings through the end of March. They are anticipating postponing court through the first half of April and they are working on those details now. They are working on the State Court reset dates and they are hoping to announce those reset dates tomorrow.

Chairperson Flowers-Taylor then asked if Judge Edwards made the decision for the Juvenile Court as well?

Judge Thacker stated that in the time of a Judicial Official Emergency, the hierarchy of the Court is the Chief Justice of the Georgia Supreme Court and the Chief Judge of the Superior Courts have the authority to stay all deadlines, so nobody has to go to Court for file an answer. By extending the deadlines the need to have court and the need to have people come in and file answer, there is more breathing room. Then the Magistrate, Probate and Juvenile can all move their calendars around.

Chairperson Flowers-Taylor stated there are people in the community on

probation and she knows someone who reports to probation in Barnesville, how is that going to work for those people?

Judge Thacker advised that meeting is scheduled for Wednesday morning at 8:00 a.m. The short answer is yes, it is imperative because a lot of folks report to probation and are in the lobby together, but we are trying to figure out a way they can check in, but at the same time we are not having them all sitting in a room and potentially spreading the virus. He will be meeting with representatives from the Judicial Alternatives of Georgia coming in Wednesday morning and they are going to craft a solution that will bring as few warm bodies as needed at a time, but at the same time lets us check in with the probationers.

- ✓ Mr. Wilson stated that the Tax Commissioner has decided to close this week, everything for her office can be done on-line, through the mail, etc. She is extending deadlines. She is closing this week and will make a decision at the end of the week about next week.
- ✓ Clerk of Court will be open, but all of the other Courts, Probate, Magistrate, Juvenile, State and Superior will be closed to foot traffic. Workers will be there working and available by telephone, email, etc.
- ✓ The Administration Building will be open.
- ✓ A sign will be placed at the Courthouse because we have Courthouse Security with limited ingress and egress and the Sheriff and the ones who manage Courthouse security will be taking care of that for us.
- ✓ Mr. Wilson stated that he is recommending and has issued a directive to Parks and Rec to close the Senior Center effective tomorrow and all Recreation Centers. The Parks will remain open, the outside areas, but the buildings will be closed for gatherings.
- ✓ Meals on Wheels will continue to run, they are providing frozen and shelf ready meals.
- ✓ We have been conducting COVID-19 Meetings and we have had about 50 people in attendance from the Hospital to Southern Crescent, to Park and Rec, to the City of Griffin etc. This is a group that has been meeting since last week to develop action plans to serve the citizens of the community and protect our employees as well from this virus. Everything else will remain as normal. We are encouraging everyone to wash their hands, to maintain a social distance from everyone, etc.

Commissioner Johnson then asked about early voting.

Mr. Wilson stated that the primary has been moved to May 19th and he was told that early voting is suspended. In person early voting is suspended, but you can vote absentee by mail.

- ✓ Mr. Wilson stated that this is something that is constantly changing, he has sent the Board a link to a website so you can see how many cases have been reported in Georgia. That website is updated everyday at lunch. As of today, there were no cases in Spalding, 121 in the State.

Mr. Wilson stated that staff is doing everything that we can in this fluid situation. We are sanitizing everything. The inmates are still working and are doing expanded cleaning at each facility.

- ✓ We are working with the Red Cross for a Blood Drive at the Senior Center on March 25th. We're going to be using the big room so we can maintain

social distance, but they are in dire need of blood, so he encouraged everyone do give. Every precaution that can be made will be made. The County feels this is something we should try to do to help everyone.

- ✓ The Sheriff has closed visitation and is working toward electronic visitation.

Sheriff Dix advised that they launched that today and they would be putting something out in the next couple of days on how it will work and how people can sign up to do video visitation with their love one at the jail. They will also be able to message as well. We moved the deadline up a couple of weeks because of everything happening.

Commissioner Dutton then advised that Judge Cavanaugh is letting the other judges use her remote capabilities to conduct bond hearings.

Judge Thacker stated that Judge Cavanaugh has technology where she can conduct hearing out at the jail from her office. She has reached out to all of the judges and said it's here if you want to use it. Giving all of the Judges the ability to have remote hearings at the jail.

- ✓ Mr. Wilson advised that we have canceled the Water Authority Meeting and other meetings coming up. He does not plan to cancel the Zoning Public Hearing on March 26th, there are six items on the Agenda, but three involve the same piece of property. There should be enough social distancing to allow for this hearing. He would hate to cancel the zoning hearing because it hampers growth and development within the county. He will do whatever the Board says.
- ✓ The Griffin-Spalding County Library will be closed beginning tomorrow.
- ✓ The Hospital is recommending that anyone other than immediate family call and talk to the patient and not come in.
- ✓ Tonight we had a number of folks wanting to see the presentation from Dr. O so we made a link available at the top of the homepage on the website and you can watch the meetings live or you can go in and watch them after the meeting. This meeting will probably be live tomorrow or Wednesday for them to review.
- ✓ A number of Counties have closed their offices to the Public, he is not recommending that at this time. Most of those Counties have single methods of ingress and egress to their buildings with security, which we do not have at most of our buildings. This has been quite an adventure and it's not through yet.

XII. REPORT OF ASSISTANT COUNTY MANAGER

- The Fire Department had three new employees begin on March 10th.
- Spalding County has been included in the State declared emergency for the recent flooding event. We are still waiting to hear more on this.
- EMA hosted an infectious plan update meeting recently.
- The upcoming Stop the Bleed classes that were scheduled have been postponed. We will reschedule those sometime in the future.
- We held the EMA meeting this morning, it included representatives from the City, the County, School Board, Higher Education, WellStar and Chamber of Commerce just to name a few and we will continue these meetings as the temperature changes.
- Georgia Department of Corrections has cancelled all inmate visitations through April 20th at the Correctional Institute.
- Animal Control received 250 lbs. of food, litter and other items donated

by First Christian Church.

XIII. REPORT OF COMMISSIONERS

Bart Miller – We have had a week of mostly dry weather, there needs to be a lot of work done on the dirt roads and people need to settle themselves to the fact that the dirt roads are not going to be paved even if a TSPLOST passes they aren't going to be paved when you look at what it is going to cost. We need to look at getting the dirt roads in some kind of shape and we may want to look at blocking Coe Drive off as requested by the residents. If the subdivision has access without utilizing the dirt road, then he doesn't have a problem with it. That will slow the traffic down on the road if they come to a dead end.

He wanted to say thank you to Public Works because he knows they have been working hard. The one thing he can say is they haven't been working on the Dog Park the last two weeks. He has received no criticism from folks regarding the Dog Park.

Commissioner Miller then asked when something was going to be done about trash.

Ms. Irizarry stated that we did have our first training meeting today at Public Works with Animal Control and Code Enforcement reviewing what to look for and if you see these type of things to notify Code Enforcement.

Rita Johnson – She wanted to thank Doctor "O" for the presentation, it was very informative and one that we really needed to have. She is glad that the County is going to put the video on the website because she is going to refer people to the link. They need to hear it first-hand.

Ms. Gibson has advised that she will keep us updated on the ACCG Annual Conference.

She then asked about if we have had any luck with the Citizen Engagement position being filled?

Mr. Wilson stated he has received two more applicants and they will be interviewed next week.

James Dutton – He received an email during the meeting stating that Governor Kemp has ordered the closure of all Public Elementary, Secondary and Post Secondary Schools starting Wednesday through the end of the month. So to say that the government is taking this serious is to put it lightly. He feels that at the same time, people who go into panic mode and panic buy things like toilet paper, you're not doing anyone any favors. You're not going to run out of toilet paper, but that elderly person who can't get out and get in that long line, now all of sudden they are having to fight for the resource because you panic bought. This is a situation that we need to be mindful of, but going out and doing things in a panic is making it worse and if everyone could take some deep breaths we should be okay.

The same thing happened several years ago with the gasoline shortage, everyone rushed out to fill up their tanks which made it appear to be a gasoline shortage. The trucks are rolling, the supplies are coming in, things are going to be there, if everyone could just calm down it will be better for everybody.

He has probably received 15 emails after the joint SDS meeting last week wanting to make sure there is going to be a place for the swim team to meet and not to speak on behalf of the City at all, but it seemed to him that it was very clear that they didn't want to close the pool until the Aquatic Center was open. That there would be a place for the swim team to meet and no one is currently contemplating closing that pool until the Aquatic Center is open.

Gwen Flowers-Taylor – She wanted to say thank you to Glenn Polk, you don't really see how much is going on around you until you attend a meeting like she attended this morning to see how many pieces and moving parts there are to emergency response. Actually, seeing the group of people in a room all talking about what we were going to do was very impressive. She wanted to thank Deputy Chief Polk for what he is doing, he is in his element right now and thank god you are here because you are helping the rest of us out.

She also wanted to add to the comments regarding Coe Drive, she has never heard anyone come in and say they knew it was a dirt road when they moved on it and they still want to have it as a dirt road. Secondly, if there is an ingress and egress to a subdivision area and the problems that we are currently having with dirt roads, it is crazy for us not to look at closing that dirt road and not make it an access for people to use when they have other means of accessing the subdivision. Hopefully, we can do something about that.

XIV. CLOSED SESSION – None.

Mr. Wilson stated that he also wanted to compliment Deputy Chief Polk on his organization during this pandemic and he wanted the Board to know that there were participants from almost every entity, it was City, County, EMS, Health Department, UGA and everybody in that room was working together for the benefit of the community. Deputy Chief Polk has been able to accomplish this by bringing these folks together and giving them great information and building the camaraderie of the folks there and we are there doing the best job for all of the citizens of Spalding County.

Mr. Wilson advised that we are issuing the RFP for Indigent Defense, it has been reviewed by the Judges. It should be issued tomorrow and bids are due back April 17th.

XV. ADJOURNMENT

Motion/Second by Miller/Flowers-Taylor to adjourn the meeting at 8:20 p.m. Motion carried unanimously by all.

/s/ _____ /s/ _____
Gwen Flowers-Taylor, Chairperson William P. Wilson, Jr., Clerk

MINUTES

The Spalding County Board of Commissioners held their Zoning Public Hearing in Room 108 of the Spalding County Annex on Thursday, March 26, 2020, beginning at 6:00 p.m. with Chairperson Gwen Flowers-Taylor presiding. Commissioners James Dutton, Rita Johnson and Bart Miller were present for the meeting. Commissioner Donald Hawbaker was absent from the meeting. Also present were County Manager, William P. Wilson, Jr., Assistant County Manager, Michelle Irizarry, County Zoning Attorney, Newton Galloway, County Attorney, Stephanie Windham and Kathy Gibson, Executive Secretary to record the minutes.

- A. OPENING (CALL TO ORDER)** by Chairperson Gwen Flowers-Taylor.

PLEASE SILENCE YOUR CELL PHONES AND ALL OTHER ELECTRONIC DEVICES.

- B. INVOCATION** was delivered by Commissioner James Dutton, District #2.

- C. PLEDGE TO FLAG**

Commissioner Bart Miller, District #4, led the pledge to the flag.

- D. Public Hearings**

At this time, I will recognize those citizens who have signed up to address the Board. Once your name is called, come to the podium, state your name and address for the record and make your comments. All speakers who are recognized will be allotted three minutes. No speaker will be permitted to speak more than three minutes unless the Board votes to suspend this rule.

Please direct your remarks to the Board and not to individual Commissioners or to the audience. Personal disagreements with individual Commissioners or County employees are not a matter of public concern and personal attacks will not be tolerated. The Chairman has the right to limit your comments in the interest of disposing of the County's business in an efficient and respectable manner.

- E. New Business**

1. **Application #20-01Z:** Glenn M. Ellis Jr. & Starlett J. Ellis, Owners - 100 Pirkle Road (4.319 acres located in Land Lot 81 of the 4th Land District) - requesting a rezoning from AR-1, Agricultural and Residential, to R-2, Single Family Residential.

Newton Galloway, Zoning Attorney, advised that he would be assuming the role of Chad Jacobs for the purposes of these hearings. He then advised that he would present the staff report first and any comments would be taken after the staff report, this should facilitate a shorter meeting.

Mr. Galloway stated that in this application the Ellis's seek to rezone approximately 4.319 on Pirkle Road between Cheatham and Hwy 92. They have lived on the property since 1982. The property is currently zoned AR1 and on AR1 the minimum lot size is 3 acres, so only one lot is allowed. They seek to rezone to R2 where the minimum tract size is 1 acre with water and the minimum house size is 1750 square feet. Their existing house will be 3 acres and the second tract will consist of 1.3 acres.

Mr. Galloway then advised that the surrounding properties are zoned either AR1 or R2. R2 is the predominate zoning to the north of the property toward Hwy 92 and AR1 is the zoning to the south of the property. Making the tract currently bounded on three sides by R2 zoning. Staff found that the rezoning was consistent with the Future Land Use Map, the house size was consistent with the area and recommended approval with no conditions. The Planning Commission recommended approval of R2 rezoning

unanimously.

Glenn M. Ellis, 100 Pirkle Road, stated that his daughter and son-in-law would like to build a home on the 1.3 acre tract. He is requesting to have his 4 acre tract rezoned from AR1 to R2 with the intention of dividing the property to allow for 1.3 acre lot for the purpose of a single family dwelling.

Chairperson Flowers-Taylor noted that currently part of this property is in an R2 zoning and part of the property is AR1.

Mr. Galloway advised that the R2 zoning was applied to only 500 feet from the road frontage of some of the County main roads back in the 1960's. The frontage in that area along Hwy 92 has been zoned R2 for years and rather zoned by tract, it was zoned imprecisely to just say 500 feet from the right-of-way so that 500 feet goes back and already includes part of Mr. Ellis' tract.

Mr. Galloway further stated that the new lot will meet both the size and road frontage criteria for an R2 zoning and it will have to have a minimum of 1,750 square foot home.

Motion/Second by Dutton/Miller to approve Application #20-01Z: Glenn M. Ellis Jr. & Starlett J. Ellis, Owners - 100 Pirkle Road (4.319 acres located in Land Lot 81 of the 4th Land District) - requesting a rezoning from AR-1, Agricultural and Residential, to R-2, Single Family Residential. Motion carried unanimously by all.

2. **Application #20-02Z:** J & D Property Holdings, LLC, Owner - 7902 Newnan Road (0.7816 acre located in Land Lot 15 of the 1st Land District) - requesting a rezoning from AR-1, Agricultural and Residential, to C-1, Highway Commercial.

Mr. Galloway stated that J & D Property Holdings is a limited liability company owned by Mr. John Osborne. Mr. Osborne has owned this property since the late 1970's and transferred to the current owner J & D Property Holdings, of which he is identified as a member, in 2015. The application seeks to rezone .78 acres on GA 16 West, which is on the Spalding County side of the Spalding-Coweta County line at the Flint River.

Currently, the property is zoned AR1, and J & D seeks to rezone it to C1. The property has been used commercially for years and the commercial building exists on the property as it has for years. The commercial use existed at the location as a grandfathered pre-existing, non-conforming use, that would have been able to continued; however, the business license for the property lapsed in 2018 and as a result of that the protected pre-existing non-conforming use was eliminated when it was not reactivated within 12 months.

While we do not consider a business license to be totally dispositive of whether or not you have a non-conforming use, it is by far away the most complete factor by which we can look at it. So, when they desire to put a new commercial use back in the exact same building on the exact same property, he had no choice but to come in and seek to rezone it to C1. If it is rezoned then commercial uses can be conducted in the building.

The staff determined that the rezoning is consistent with the Future Land Use Map and recommended approval of the rezoning to C1 with no conditions. The Planning Commission also recommended approval of the rezoning to C1 unanimously.

Mr. Wilson advised that he talked with Mr. Osborne today. Mr. and Mrs.

Osborne are in their 80's and Mrs. Osborne has health difficulties and they were both hesitant to come in tonight and he told them that he would speak on their behalf. They don't plan to do any expansion, the person they were renting the property to let their business license expire and this is what has caused the problem. The business has been there since 1978.

Chairperson Flowers-Taylor stated that her concern with this is if someone else came in there before this and their license had expired and they were under a non-conforming use, what would we do?

Mr. Galloway stated that we would do the same thing we are doing in this case. If the involved property that had be used commercially before and they let a license lapse or otherwise there was no evidence of a commercial use being maintained on the property for the preceding year, they would have to go through the exact same process.

Mr. Galloway then advised that if you start at the roundabout on SR16 and go south, we have traditionally allowed commercial zonings along the frontage of the southside of SR16 and this one is right at the boundary of Coweta County and it was developed when the zoning was M1 in the mid 1970's so it would have been permitted there at that time as a matter of right.

Chairperson Flowers-Taylor then asked for a picture of the property so that she could see what surrounds the property.

A map was then displayed showing the property with the zoning designations.

Mr. Galloway stated there is C1 zoning at the Intersection, and this property is the feed store right at the County line. This commercial use actually predates the ones that are shown up or at the roundabout. Huckaby's Grocery was there but didn't get zoned C1 until they wanted to do an expansion.

Chairperson Flowers-Taylor The zoning is C1 at the roundabout, then we go to C1B down to Buckeye Road, then everything else is AR1. She then asked how the C1 designation at this location was consistent with the Future Land Use Plan.

Mr. Galloway advised that staff report finds that it is consistent with the Plan.

Chairperson Flowers-Taylor stated that to her it looks like spot zoning. Because if the tendency is for that frontage to be commercial, then the Future Land Use Map should reflect that rather than us saying, "at the County line we are going to allow you to have commercial there." Nothing across the street, all the way up to Buckeye Road, then you get commercial.

Mr. Galloway stated that the problem, taken in a vacuum is that you obviously have a commercial building there that is not going to be a residence on a separate tract and the likelihood of the property being used as a residential property is remote. He then asked that the FLUM be displayed from the web site.

Mr. Galloway then stated that the star on the Future Land Use Map identifies the area as Community Crossroads, which Mr. Jacob's made a determination that it would be consistent with the Future Land Use Map. Mr. Galloway further stated that this is somewhat of a unique circumstance even with a Community Crossroads designation because it is right at the County Line and he certainly doesn't favor redoing all state highways to be planned for commercial development, because it wouldn't

look good.

If you are making a determination on this one piece of property, this location has been used commercially and the building is in decent shape for 40 years and as a result of a business license lapse and because of the unique circumstances of the shape of the property and the limited size of the tract it will not meet a residential class development requirement. It is essentially an unbuildable if it is kept at AR1. In an AR1 designation the lot is unbuildable even if the commercial structure is taken down because there isn't 3 acres in the tract.

Chairperson Flowers-Taylor then stated that part of the Crossroads Commercial is there is supposed to be a defined amount of space from the crossroads that a development is allowed. So, if we look at the roundabout, the development that is non-conforming at the other end does not meet those requirements. It makes sense for it to be there because it has been there for year, but it still doesn't meet what we said our rules are. That is her concern.

Commissioner Johnson stated that what Chairperson Flowers-Taylor is saying makes sense; however, but in focusing on this particular property does that stop us from not moving forward with this one? Maybe, we need to look at it as a whole in the future?

Chairperson Flowers-Taylor then stated that she isn't saying to hold this decision up, let's not make these moves without a definitive plan to rectify this type of thing and she's not prepared to wait until 2022 when we do the full comprehensive plan. We have been making changes to the Future Land Use Map over the last 10 years.

Mr. Wilson stated that we can look at this location like we are currently looking at Airport Road, it could be the third that we do. Airport Road is the first one you wanted to do, then Hwy 155 and we can put this one on the list to look at as well.

Motion/Second by Johnson/Dutton to approve Application #20-02Z: J & D Property Holdings, LLC, Owner - 7902 Newnan Road (0.7816 acre located in Land Lot 15 of the 1st Land District) - requesting a rezoning from AR-1, Agricultural and Residential, to C-1, Highway Commercial. Motion carried unanimously by all.

3. **Application #FLUMA-20-01:** L & C Partnership and Royal 76, LLC have requested a future land use map change from Agricultural/Forestry to Rural Neighborhood for the following: Old S.R. 155 and Jackson Road (7.86 acres located in Land Lot 80 of the 2nd Land District).

Mr. Galloway then asked if items 3, 4 and 5 could be consolidated for the purpose of the public hearing as they are all related and then the Board will have to vote on them separately.

Motion/Second by Dutton/Johnson to approve Application #FLUM-20-01: L & C Partnership and Royal 76, LLC have requested a future land use map change from Agricultural/Forestry to Crossroads Commercial/Group Retail Development for the following: Old S.R. 155 and Jackson Road (7.86 acres located in Land Lot 80 of the 2nd Land District). Motion carried 3/1 (Flowers-Taylor).

4. **Application #20-03Z:** L & C Partnership, Owner - Falcon Design Consultants, Agent - Jackson Road (6.75 acres located in Land Lot 80 of the 2nd Land District) - requesting a rezoning from R-2, Single Family

Residential, to C-1, Highway Commercial.

Motion/Second by Johnson/Dutton to approve Application #20-03Z: L & C Partnership, Owner - Falcon Design Consultants, Agent - Jackson Road (6.75 acres located in Land Lot 80 of the 2nd Land District) - requesting a rezoning from R-2, Single Family Residential, to C-1, Highway Commercial with the five conditions as recommended by staff. Motion carried 3-1 (Flowers-Taylor).

5. **Application #20-03AZ:** Royal 76, LLC, Owner - Falcon Design Consultants, LLC, Agent – Old S.R. 155 (1.112 acres located in Land Lot 80 of the 2nd Land District) - requesting a rezoning to C-1 Highway Commercial.

Mr. Galloway advised that the Board is dealing with two different tracts, one which resulted from abandoned right-of-way from the redevelopment and realignment of Hwy 155. He will be referring to L & C Partnership and Royal 76 LLC jointly as the applicants, but they have different tracts.

First for consideration is a FLUM amendment to rezone the two parcels then rezoning of the two parcels. This property is located at the intersection of East McIntosh Road and Jackson Road/GA 155. The total property consists of approximately 7.9 acres. You will see that one part is a separate tract and one part is abandoned DOT right-of way.

In Application 20-3Z, L & C Partnership, 7.5 acres is currently zoned R2 and under Application 20-3 AZ, Royal 76, LLC owns 1.112 acres which is the abandoned right-of way, which as an abandonment has not been given a zoning classification. It is essentially new developable land that results from the abandonment and realignment of right-of way.

Commissioner Dutton then asked what parcels are under consideration this evening.

Mr. Galloway stated one of them is the old right-of-way and the other is a part south of that right-of-way. The part that is designated old SR155 is the 1.1 acre tract and if you look down below that tract there is a small tract which was part of a larger tract to the southeast that was zoned R2 but was cut off from that tract by the rerouting of Jackson Road.

Mr. Galloway advised that the applicants are proposing to develop a neighborhood commercial center that will be anchored by a gas station with adjoining smaller commercial buildings. Essentially, this is identified under our Ordinance as a Group Retail Development with a convenience store and gas pumps proposed for 9,100 square feet and another retail proposed for 12,100 square feet.

Under the FLUM the property is currently designated as Agricultural/Forestry and the original request was to send these parcels to Rural Neighborhood, based upon the staff report and analysis of the criteria for Rural Neighborhood we felt it was better to be sent to Crossroads Commercial. The reason for that is the proximity to the Night Owl, the Kangaroo and also the properties you have just done the same thing for, the Dollar General tract and the property that is across and on the northeast corner at SR155 and Jackson Road.

Mr. Galloway then advised that the Board is not bound by the applicants' request. The Board can move this to a land use category or a zoning district that you feel is appropriate. The staff report recommends that the FLUM be amended, the application be granted but to send it to Crossroads Commercial for the reasons of consistency with the other properties at the

intersection.

Mr. Galloway advised that staff's recommendation for the Applications were to rezone both of the tracts to C1 which is the same zoning that is on the tract where the old Crane's filling station was with two conditions:

- (1) Compliance or adoption of the FLUM amendment.
- (2) Lighting to be developed to prevent off-site glare onto adjacent properties.

The Planning Commission approved the rezoning unanimously.

Mr. Galloway then stated that he would like to add a couple more conditions, he has spoken with Mr. Palmer with Falcon who is working with the owners and he is going to suggest three additional conditions.

- (3) Submission of a survey that consolidates the tracts into one.
- (4) That the tracts be developed under the definition of a Group Development which is allowed in C1, Section 1203-A-20 and is defined by Section 202KK double prime which is: A group of buildings constructed on a plot of land not subdivided into customary streets and lots and which will not be so subdivided intended to be operated under one management or a condominium type ownership arrangement known herein as a Group Development Project.

That means that they can develop this, they can deal with ownership separately, but we are dealing with a unitary development.

- (5) That the Development would substantially comply with the site plan as presented to the Board.

Chairperson Flowers-Taylor then asked if there was anyone here to speak?

Mr. Wilson advised that Mr. John Palmer is here to speak.

John Palmer with Falcon Design, 1611 Avery Drive, Locust Grove, GA. He stated that the staff has done a great job in presenting the applications. He just wanted to again cover a plat combining all of the parcels together. He then showed pictures of the current property and advised that everything currently on the property would be torn down, there would be new landscaping and a new buildings to meet a very high quality standard. The plan is to demolish everything and build a brand new aesthetically pleasing complex.

Mr. Galloway stated that he had met with Mr. Palmer before the meeting to go over the recommended conditions.

Chairperson Flowers-Taylor then stated that everything around the area is R2, she then asked Mr. Galloway if the location of the old gas station was a conforming use or a non-conforming use.

Mr. Galloway stated it was a conforming use as that property is zoned C1 Highway Commercial.

Chairperson Flowers-Taylor stated that her concern with this is less than a block away there are 4 gas stations and stores. She feels that adding another gas station and convenience store would be kind of a glut in that area. She feels there is an inconsistency in what is being done.

After discussion regarding the surrounding area, Mr. Galloway reiterated that the approval would be a total of 5 conditions:

- (1) The FLUM Amendment which you will have to vote on before you vote

- on the rezoning.
- (2) Elimination of glare on off-site properties from lighting.
- (3) Submission of new survey consolidating all tracts into one.
- (4) Property be identified as a Group Development as defined in our ordinance .
- (5) Development will substantially conform to the site plan submitted with the rezoning application.

Motion/Second by Dutton/Johnson to approve Application #20-03AZ: Royal 76, LLC, Owner - Falcon Design Consultants, LLC, Agent – Old S.R. 155 (1.112 acres located in Land Lot 80 of the 2nd Land District) - requesting a rezoning to C-1 Highway Commercial with the five conditions as recommended by staff. Motion carried 3/1 (Flowers-Taylor).

6. **Application #20-04Z:** William A.B. Solomon & Janice M. Solomon, Owners - 3870 West Ellis Road (30 acres, more or less, located in Land Lot(s) 22 & 23 of the 4th Land District) - requesting a rezoning from AR-1, Agricultural and Residential, to R-4, Single Family Residential.

Mr. Galloway advised that this application is similar to the first one considered this evening, except it does not involve a split zoning on a piece of property. The Solomon's own a 20-acre tract, located on W. Ellis Road and they live on their property. What is being presented this evening is the entire 30-acre tract. The property is currently zoned AR1 and under AR1 the minimum lot size is 3 acres and they desire to have three more lots, each being just over 1 acre. The application seeks to rezone the entire property to R4 which has a minimum tract size requirement of 1 acre with water and a minimum house size of 1,500 square feet. They will continue to live in the house on the larger remaining tract and then they will create the three additional lots.

Mr. Galloway then stated that the zoning around the property is AR1 and AR2 on their side of the road and AR1 and subdivision style lots across the southside of W. Ellis Road.

Commissioner Flowers-Taylor asked if the subdivision was 5-acre lots?

Mr. Galloway advised that AR2 has a 5-acre minimum; however, some of the lots along W. Ellis Road may be as big as 3 acres, but some will be nonconforming.

Commissioner Flowers-Taylor then asked about the road frontage in R-2.

Mr. Galloway stated that the road frontage in R-2 and R-4 is the same and the lots have been designed to comply with the minimum road frontage and lot width.

Commissioner Dutton asked for an area of the land which does not currently show a house.

Mr. Galloway stated there he was mistaken, there isn't a house there at this time, the Solomon's plan to build their house and relocate from Fayette County. He then advised that the staff report determined that the rezoning request was consistent with the FLUM, that the house size requested is consistent with the area and recommended approval with no conditions; however, at the Planning Commission meeting the staff recommendation was modified for the property to be rezoned R2 rather than R4. The difference there being an increase in the house size of 250 square feet from 1,500 to 1,750. Mr. Galloway stated that Mr. Solomon is here to speak.

Mr. Wilson stated there is one person signed up to speak for the rezoning

and three signed up to speak against.

William Solomon, 215 Wood Creek Lane, Fayetteville, stated they are here seeking a rezoning from AR1 to R4. The intent is to subdivide the parcel, the 26-Acre parcel will be for he and his wife. They have five daughters and three of their daughters would like to have their homes adjacent to their home. Each of the lots are approximately 1.3 acres.

Commissioner Miller asked what would be done with the remainder of the land.

Mr. Solomon stated the plan was to have a family estate for the most part and utilize the remaining acreage as a family retreat. He hopes to have some nature trails.

Chairperson Flowers-Taylor then asked the recommendation of the Planning and Zoning Board was that the area be rezoned R2 rather than R4?

Mr. Galloway stated that all of the houses proposed for the property will exceed the R2 minimum, therefore, the recommendation from P&Z was that it be increased to accommodate the house size and also should they decide not to build there for some reason you would have a higher square footage house required.

Commissioner Dutton then asked if the change would involve a lot size change?

Mr. Galloway advised that the lot size between R2 and R4 is the same 1 acre if you have public water.

The following individuals spoke against the rezoning:

Craig French, 170 Crabtree Road, Griffin -Stated he is the HOA President for the Woodridge/Aerodrome Community and he is here representing approximately 15 community members who are high risk with health conditions who cannot be here this evening. They had some questions regarding this request. One of their concerns if you go to Q-Public all around this property is AR1 or AR2. Vaughn Bridge has been closed for a while and there has been a lot of additional traffic on Crabtree Road, we've seen an increase in crime and we have seen an increase in trespassing. That doesn't worry us so much about new homes coming in, our concern is later on that large plot, what happened if he decides to subdivide?

We don't go through this process to get the project replated, the property just get replated and he can put more home in there because he now has an R2 zoning. He can add 4 more homes on the property a year from now, then they can replat again and put more homes in there again because it would meet the standard for R2, four lots or less, he could continue to develop one acre at a time. That is one of their major concerns.

Mr. French then added that he could add a couple of acres more to each lot and it could remain zoned as it is. Around that area there is one R4 designation and that is Landing Way.

Tom Moyer, 106 Woolman Lane, Griffin, stated he is opposed for the reasons Mr. French alluded to. Mr. Solomon can accomplish his goal to provide a family environment without rezoning unless there is some intent down the road to subdivide the property further, which R2 would allow. He could have three lots for his family and instead of being one acre they would be three acres each. This rezoning would open the door for much more high density housing right off the end of the airport runway. Those homes would

be located within a few hundred yards of the runway. They will be subject to very low flying aircraft and high noise. He would recommend that the Board not increase the potential for density, especially since he can accomplish his goal without rezoning and he would ask the Board to deny the rezoning.

Greg Ross, 5300 W. McIntosh Road, Griffin which is located on the north end of the runway and he is here in support of Mr. French in the way the property is trying to be rezoned.

Commissioner Dutton stated that he has the same concerns, he has lived in Griffin his entire life, with the exception of the time he was in college, and he has seen developers come in and promise the moon and then they get the zoning change they want and their plans change. He agrees, there is enough land to allow them to keep the zoning as it is and everyone could live there without a zoning change. If we do give the zoning change, the local residents are right, he can come back and add additional houses and it becomes a subdivision and no one will be able to stop him at that point.

If you want to subdivide the property and make the three lots R-2 as indicated, then why change the remainder of the tract. If the reality is indeed that he intends to simply develop those three plots then why not just rezone the plots involved and leave the remainder of the tract at the current zoning? If he wanted to abuse this, he could very easily do so, unless we put some sort of condition onto it right now. If they want to change the zoning to add those three houses along Ellis Road, then they need only to rezone those three areas, they wouldn't need to change the one for their home because it would still comply under the AR zoning.

Chairperson Flowers-Taylor then stated that her concern is directly across the street, there is only one tract of property that is one acre. The others are .65, .44, .42, .39 and .40. There are 9 parcels, two of them on either side of the runway where people already, that are much smaller than the parcels that these folks are requesting. There are a lot of houses in this county that are on an acre that are 1,500 square feet. From where she is standing she doesn't see it as a problem. If they purchased the property, whether they know if there is an airport there or not, we can't fix that for them and it is in the path of the runway, that is on them, it's not on us. Let them worry about that. What we need to deal with is what they presented, what the feasibility of that is, is it consistent with what is already there.

Commissioner Dutton stated that if this zoning takes place, Mr. Solomon can build a subdivision there. He can build the initial four houses, then build more houses and more houses and we couldn't stop him for doing it.

Chairperson Flowers-Taylor then stated that if he builds a subdivision he will still have to come in and it be approved.

Mr. Galloway stated that if the entire tract is zoned R2, then he can come in and subdivide the remaining property. All he would have to do at that point is comply with the subdivision regulations. He added that the Board can condition approval to the site plan as presented. The reasoning for the design is to get the appropriate amount of road frontage. You could condition the property to just the number of lots that you see, you could potentially rezone just the three individual lots. Or we could take a minute to see if there is a way to design it that gives Mr. Solomon what he wants and at the same time does not result in a mechanism where these lots are substantially different from the AR2 properties that are five acre minimums in the area.

Mr. Galloway stated he did not foresee any problems coming up as there was no opposition at the Planning Commission.

Ms. Solomon then asked to speak and the Board agreed that Ms. Solomon could speak.

Janice Solomon, 215 Wood Creek Lane, Fayetteville stated that was a concern that Mr. Jacobs had from the beginning. We understood, when we purchased the land that we could build a home for ourselves and our daughters, but they informed us that we couldn't if the road frontage did not work out, so based on the direction that Mr. Jacobs gave us, he was very consistent and rigid about the rezoning based on the exact concerns being expressed this evening.

She advised that the only plan they have is to build their home, we don't want a subdivision, we are not builders, we are not investors, we are not any of that we are simply a mother and a father who feel this is the way our children will have the opportunity to have their own home because the way the economy is now, most likely they will never be able to do this if they are not afforded this opportunity. That is the reason that she and her husband wanted to get more lots on their property to make it work, but we had to go through Mr. Jacobs to make sure that everything was the way it was supposed to be. We are not here to cause any confusion, we don't want any harm, we are not builders, we are not investors, we are not developers, we're just parents who want to provide for our children.

We have six children, five girls and one son and most of them don't want to move out, they feel it is too far away, too rural. They are city people and that's where they want to be and that's fine, but for the ones who want to be close to us, we were just trying to give them that opportunity

Ms. Solomon stated that they are not here to threaten anyone, they are simply two parents who love their children and want to give them a leg up, that's all.

Mr. Galloway then asked the Solomons if they were under any time constraint?

Ms. Solomon advised that they were trying to get their house up for sale right now. They aren't really under a time constraint.

Mr. Galloway stated he does not want to be in a circumstance where we are in a public meeting with people who have spoke against and for the rezoning. He stated that there were no issues raised on the rezoning during the Planning and Zoning hearing so he is surprised to see this many people here this evening. Mr. Jacob's direction to the applicant regarding road frontage was correct, but if it is acceptable to the Solomons, could we take a 1 month breather and look at your design and see if we can get a resolution to the risk that has been brought forward by the neighbors regarding a subdivision could be done. He didn't hear a lot regarding the specific lot size of the three lots. He then asked the Board to table this request for 30 days.

Chairperson Flowers-Taylor stated that she doesn't agree with looking at someone's application and lumping them in with other individuals who have abused the opportunity.

Mr. Galloway stated that he feels he has a solution, but he can't address it tonight because he hasn't done the research on it, that is why he is asking for 30 days to see if there could be a possible solution that satisfies all parties.

Chairperson Flowers-Taylor stated there would be no additional costs to the applicant and asked Mr. Solomon to come back to the podium.

Mr. Solomon stated that based on extensive discussion with Mr. Jacobs, it is that the road frontage is a huge factor. We currently have 515' across the front of the property and that would allow two homes to be built on that road frontage, so when subdivided there would not be enough road frontage to allow for a subdivision to be built on that 26 acre parcel. They have no desire to build any additional homes on the property, it is just going to be a family retreat.

Motion/Second by Dutton/Johnson to table Application #20-04Z: William A.B. Solomon & Janice M. Solomon, Owners - 3870 West Ellis Road (30 acres, more or less, located in Land Lot(s) 22 & 23 of the 4th Land District) - requesting a rezoning from AR-1, Agricultural and Residential, to R-4, Single Family Residential until the Public Zoning Hearing in April. Motion carried unanimously by all.

Mr. Galloway stated that they would look at whether they can do this property as a conservation subdivision in AR1 which would allow condensed lots and it would remain in AR1. He wanted to make it clear that we can not promises this, we have to research, but the preliminary indication is that you can do that in AR1 as well.

7. Consider a resolution to enact a moratorium for approval of Group Home, Transitional and/or Personal Care Home within Spalding County, Georgia.

Mr. Galloway stated that the moratorium seeks to hold development on any new, application or rezoning for a Personal Care Home for 90 days. Under the current ordinance you have Personal Care Homes defined in Section 202 BBB of the ordinance and they are divided into Family Personal Care, Group Personal Care and Congregate Personal Care Homes and those are based upon size. The family is the smallest and the congregate is the largest. We prepared the Ordinance currently being used based on definitions in Georgia Rules and Regulations in Chapter 290-535 and our strategy was to keep the definitions and the permits with the applicable State regulatory rules and the agency that enforced it.

We learned last year that all of those regulations have been repealed. So, therefore there are no regulations that govern that are consistent with the definitions that we currently have in the Ordinance. In fact, new regulations have been adopted in the Georgia Rules and Regulations which require a personal care home to have at lease 25 beds. Our goal was to keep local regulations consistent with state regulations and our definitions are now out of date and we have a fair amount of work to do on this and we are asking that you approve the moratorium for 90 days and in that time we will come back with an ordinance to redo those definitions.

Motion/Second by Johnson/Dutton to approve a resolution to enact a moratorium on Group Homes, Transitional and/or Personal Care Homes within Spalding County. Motion carried unanimously by all.

F. Other Business:

A. Other Business:

1. Consider approval of Declaration of Local Emergency.

Mr. Wilson advised that Item #2 no longer needs to be considered as the Department of Revenue came out with extended deadlines so we didn't have to adopt a resolution in allowing for that. The only resolution we have for consideration this evening is number 1.

Mr. Wilson then advised that three resolutions had been provided to the Board, one entitled Griffin, which is the resolution that the City of Griffin adopted on Tuesday night, Spalding A is the Griffin Ordinance with a few changes that the Commissioners have asked for over the last few days and the third

one noted as Coweta modified for Spalding that Commissioner Dutton requested the Board look at. Ms. Windham has reviewed all three Resolutions and made appropriate changes as requested by the Chairperson and Commissioner Johnson

Mr. Galloway exited the meeting at 7:30 p.m.

Commissioner Dutton stated there are a number of things that he has been reviewing with other Municipalities and other individuals. He had a long conversation with Mayor Hollberg today. There are a number of things in the Griffin declaration, that are frankly unenforceable and the reasoning that they used, for example the curfew, was that we want limit our officers exposure as much as possible. But, if they are out enforcing a curfew they are actually going to be exposed more and they are going to have to interact more with people. So, the way that Newnan did theirs, if you look at the Coweta modified for Spalding plan, Section 7, it is voluntary, but it gives the guidance that everyone should be getting and it covers the intention of what we want it to cover. That said, the problems with a mandatory curfew are many. What's the punishment if somebody breaks it? Unless you are willing to state that anyone out past curfew is fined then the section is totally unenforceable. We could to like other municipalities and implement the voluntary shelter at home which would make much more sense than a mandatory curfew.

People in urban environments, what the City wants to do is up to the City, but people live in Counties for a reason. They live in rural environments for a reason and making an entire countywide curfew would mean that our law enforcement is going to have to enforce that. The Mayor today stated that their curfew was so that their officers didn't have to react as much, but if you are going to have to be out enforcing a new law to keep everyone inside. Their curfew gives them the ability to stop anyone that they see and ask them why they are out. This simply gives a legal justification to do exactly what we clearly don't want them to be doing, because randomly stopping people would not be a good idea and they would be empowered to do so under a mandatory curfew.

Commissioner Johnson stated that this is about the virus and about everything that we are facing right now. So, let's not take this out of context. She then stated that she would like to find out from the Sheriff's perspective, she asked Chief Deputy Tony Thomason to come up and advise his take if we were to make this happen tonight.

Chief Deputy Thomason stated he does agree with Commissioner Dutton. We take this virus very seriously and they have enacted a lot of measures at the facility to prevent the spread. The community is behaving very well and he doesn't see it is necessary. He feels we should put out statements that we encourage them to continue to behave well. One of our main functions is to protect constitutional rights and he is concerned about any overreach if we mandate these things and he doesn't know that the Sheriff would be interested in enforcing a curfew.

Commissioner Dutton stated those are the concerns that he has. He gets the eating establishments unless you can maintain 6 feet away for everyone you have to do curbside only. But that's not saying you have to totally shut down, it is simply saying that you need to do it this way opposed to that.

Chief Deputy Thomas then advised that if the curfew starts at 9:00 p.m. they have 7 deputies patrolling 201 square miles and folks are calling for service and if we have to stop random people, he doesn't feel it is a good use of their limited resources.

Chairperson Flowers-Taylor stated that her thing is if she is driving her car after 9:00 p.m. she doesn't feel it would be appropriate to be stopped and asked why she is out. But, if I'm out in the public, just standing around, just basically out "hanging out" then under those circumstances, she would

expect an officer to say “hey, you know there is a declared health emergency and you shouldn’t be out at this time of night” because the stores are closed.

Chairperson Flowers-Taylor then added that as a healthcare professional she stated that if we don’t do something serious to stop the rise of this disease and level the curve of this disease which means asking people to stay sheltered in place. We can ask them all day, but that isn’t going to make them stay in the house. The ordinance doesn’t make you stay in the house, you can go outside of the house, you can go to a park, but you can’t be in a crowd of 10 people. She appreciate his sharing where he is and she get’s it the City of Griffin have 50 police officers and they have 15 square miles to patrol, so for them it may be a much easier task, but she does understand that they are not arresting people for not following the recommendations, they are encouraging them to disburse and to do whatever it is they are supposed to be doing.

Commissioner Miller stated the only thing you could try to implement jurisdiction over is if you have 10 or more people on a street corner. Then you would have a little more control over them, then you would anything else.

Chairperson Flowers-Taylor then asked Glen Polk what kind of effect the curfew is intended to be?

Deputy Chief Polk advised that they are simply trying to keep people away from other people and the #1 deterrent that we are asking is Social Distancing and whatever we can do to encourage that we need to be doing. He stated that he had just received a message and that the US has now more cases than China or Italy. It is accelerating and whatever we can do to slow the process we need to look at trying to do.

Chairperson Flowers-Taylor then advised that these are extraordinary times, they are not ordinary times and the measures we are having to implement flies in the face of everything that we talk about in terms of our freedom and our rights, but people who want to exercise their right to breath where other people might walk in that area need to be protected. This not just the flu, it is something 10 times worse. We are asking people to shelter in place and shelter in place means you need to stay around the house. So, you really should not be hanging out.

Chairperson Flowers-Taylor then stated that right now we are in the middle of a crisis and we’re having to take extreme measures so that we don’t end up with the death toll that has happened in other countries around the world.

Commissioner Dutton then stated that are a number of things on here like the banning of large groups, the curtailing of inside dining and the specific closure of certain types of businesses, the personal distancing are all good requirements that people most people are going to self-enforce. However, a blanket curfew for everyone in the County, 201 square miles, that is a show, that is theater. There is nothing to it.

Commissioner Johnson stated that the City and the County are different, but we do have a partnership and when Mayor calls you up and says they are supporting the County in this, they have their Resolution in place and it shows uniformity for us as the City and the County have something that will work together. We are standing together because we all take this very seriously and the citizens will see by us working together. It would send the wrong signal for them to do one thing and us to do something different. She likes the uniformity of the Ordinance the way that it is as well as the consistency.

Deputy Chief Polk stated that this is also covered under the Emergency Management Ordinances that we passed in 2012 for Emergency Curfews. If nothing else, it promotes the idea of staying at home. It is a show under

Emergency Management of what we are trying to get them to do. We are not trying to force the Sheriff's Office to go out and enforce it, it is a message.

Mr. Wilson then asked the Board which version they would like to consider this evening and then changes can be made from there.

Commissioner Dutton stated that what we want to ask of our County residents is to shelter at home. Not just at night but all the time. We are not talking about the folks who live in the City of Griffin, we are talking about the folks who live out in the County.

Chairperson Flowers-Taylor and Commissioner Johnson stated they would go with the recommendation of the CDC and since the Governor decided today that schools would be out until the 24th, she feels that our State of Emergency for this particular action go at least until that time. She projects it will probably go longer, but it would be more realistic for us to put a date on what it is that we want people to do in terms of sheltering in place. Follow the rules of the CDC and the infection control people have done. We can always stop it, but here is not need to come back and address this when the Governor has said it is not safe for kids to be out and going to school at least until the 24th. She would like those dates on whatever document that is chosen.

Commissioner Johnson then asked if we need to focus on the changes we have been discussing.

Mr. Wilson then asked again, which one the Board is wanting to consider, it appears we may have three votes on the Spalding A.

Commissioner Dutton stated the is not in favor of anything that has a mandatory curfew, we should encourage people to shelter at home all the time, not just at night. If you are not going out for a reason then you should be sheltering at home all of the time, instead of just implementing movement at night to nothing.

Mr. Wilson stated there is no need in going through any of these individual changes until we agree on one of the three. Once we agree on one of the three then we can go through and make changes.

Chairperson Flowers-Taylor stated that she is in agreement with Spalding A.

Commissioner Dutton then asked Commissioner Miller what he though of mandatory curfews.

Commissioner Miller stated that the people in the City of Griffin also live in Spalding County, they pay taxes in Spalding County so our resolution needs to be consistent with what the City is doing.

Chairperson Flowers-Taylor then asked which resolution does the Board want to work off.

Consensus of the Board was to work on Spalding A.

Mr. Wilson then asked in the last paragraph on page 1 instead of noon on April 6th we change it to noon on April 24th. Consensus of the Board is was to make the change.

Commissioner Dutton then asked if it we wanted to be consistent with the City then we would need to terminate the resolution on April 6th now you want to change it so it's not consistent.

Commissioner Miller stated that the Governor had already extended the schools being out until April 24th, so it only makes sense to extend the deadline so that we don't have to come back in and do this all over again.

Commissioner Johnson stated that the policies would be consistent the end day would simply be different.

Ms. Windham stated that the change on page one was an error, that paragraph actually acknowledges what Governor Kemp mandated.

Mr. Wilson advised there are not changes that can be done on pages one and two those are things that someone else has done and we are referencing.

Mr. Wilson then went item by item on page 3:

- (1) Findings of Fact – Consensus of the Board that this item is fine as written.
- (2) Declaration of a Public Health Emergency – Consensus of Board is this item is fine as written.

Ms. Windham stated that under Declaration of Public Health Emergency, it says that it will remain in force and effect for 11 days.

Mr. Wilson stated that would be through April 6th so if you want to make it different you need to make the change now.

Chairperson Flowers-Taylor stated that it needs to be in effect until at least April 24th.

Ms. Windham stated it will be changed to read that it will in force and effect until noon on April 24th.

Mr. Wilson stated that April 24th which is a Friday, they will be returning to school an April 27th which is a Monday.

Consensus (3-1) that the state of emergency remain in effect until April 24th.

- (3) Public Gatherings on County Property – Consensus of the Board is this item is fine as written.

- (4) Classification of County Services

- a. Chairperson Flowers-Taylor wanted a definition of what discretionary services: Fire, EMS.....

Mr. Wilson stated that would change from day to day.

Chairperson Flowers-Taylor then stated that if that is the case she doesn't have a problem with it.

Mr. Wilson then asked about items b, c, d – Consensus of the Board is these items are fine.

- e. These items should read “specifically related to the emergency.” Consensus of the Board is the item is fine with the requested change.
- f. Consensus of the Board is fine with this item as written.
- g. Chairperson Flowers-Taylor advised that she talked with Mayor Hollberg about this condition and for her it is a matter of trust. She has to trust that the person that we have put in charge of the County is going to do whatever is right. If we need to extend these requirements, she would be okay with Mr. Wilson saying that the Governor has extended this another 45 days and he can resubmit the declaration.

Commissioner Dutton stated if you could add the same language as was added to “e”: “specifically related to this emergency.” He would have no problem with it.

Consensus of the Board is the item is fine with the requested change.

- (5) See below.
- (6) Tolling of Deadlines – No problem.
- (7) Eating Establishments – Mr. Wilson stated that the red statement at

the end of the paragraph was added because that is what the City did and that specifically applies to Caterpillar as they have a restaurant specifically for their employees within their facility and we don't want that one to shut down because it is a closed group.

Consensus of the group after discussion was to leave 7 alone and not add delivery of alcohol.

Ms. Windham stated that we do not have a Section 5 because that section under the City of Griffin's resolution addressed utilities.

- (8) Closure of Certain Businesses – Commissioner Dutton stated there is one thing that he would like to change, he asked about the closing of health and wellbeing establishments. Why would you close a health and wellbeing establishment in a health crisis?

Chairperson Flowers-Taylor advised that it is her understanding that Doctor's Offices and Dentist's Offices are allowed to be open, but they are making their own appointments and all business is being conducted by appointment. They are also practicing the social distancing within their offices.

Commissioner Dutton stated that it is so vague, he feels that it needs to be addressed.

Chairperson Flowers-Taylor stated when you go to someone and they provide medical care for you they are called medical providers. A chiropractor, dentist, an acupuncturist are all medical providers.

Change the section to read, "general health and well being purposes exclusive of medical and mental health providers."

- (9) Personal Distance - Consensus of the Board is there is no problem with this item as written.
- (10) Gatherings – After discussion regarding being certified as essential there were no changes made to this item. Consensus of the Board is to proceed with no changes.
- (11) Emergency Interim Successor to Manager/Administrator – Mr. Wilson asked that Assistant to the County Manager be changed to read Assistant County Manager. Consensus of the Board is they have no problem with this item with the requested change.
- (12) Curfew – Commissioner Dutton stated he is totally against any type of mandatory curfew.

Chairperson Flowers-Taylor stated that we have three Commissioners that want to go with the Curfew that the City has.

Commissioner Dutton would prefer to have a shelter in place provision for all day long. If you don't have to go anywhere then you should stay at home as opposed to you have to stay at home from 9:00 p.m. until 5:00 a.m.

Commissioner Johnson asked Deputy Chief Polk to comment on this.

Deputy Chief Polk stated he feels that both of the curfew recommendation should be in this document. The voluntary as well as the mandatory. He advised that he has seen several declarations that include the language for both.

Commissioner Johnson then stated she would like to have both of these in the resolution.

Commissioner Dutton stated he would like to see the language from the Coweta Resolution:

The governing body of Spalding County requests that all persons

within the County consider voluntary sheltering at home and not leave their homes, except as follows:

- (1) When a person is on an errand necessitated due to an emergency or engaged in procuring or seeking an essential service;
- (2) When a person is traveling or returning directly home from lawful employment or otherwise engaged in lawful employment that makes it necessary to leave home;
- (3) When a person is engaged in interstate and intrastate travel through the County.
- (4) When a person is procuring essential food or medicine or seeking essential medical care or providing essential food, medicine or medical care to another person; or,
- (5) Personal or family activities such as walking, jogging, and cycling.

Commissioner Dutton then stated if the Board wants to put in a mandatory curfew, you can.

Commissioner Flowers-Taylor then stated that we are going with language that addresses voluntary shelter at home and we will also follow the City's recommendation for a curfew from 9:00 p.m. to 5:00 a.m.

- (13) Procurement – Commissioner Dutton stated that he feels that Procurement should be attached to things specifically used to address the emergency at hand.

Ms. Windham stated she would add “specifically related to this emergency.”

Consensus of the Board is the item is okay with the added language.

- (14) Consensus of the Board is they are fine with it as written.

Ms. Windham stated that she would renumber the document and have Voluntary Shelter at home as Section 11 and Curfew would be Section 12.

Motion/Second by Johnson/Miller to approve with changes as requested the resolution of Declaration of Local Emergency – Spalding A document in effect March 27, 2020. Motion carries 3-1 (Dutton).

Mr. Wilson then stated that we have talked about essential and non-essential and the City has gone to an “A” and “B” shift in case something happens to a group and someone in group “A” is exposed, then “B” shift can come in and run everything and they are rotating days. We’re going to look into that and if that is possible, does the Board have any problems with that.

Consensus of the Board is for the County Manager to explore the essential and non-essential staff and implement accordingly.

Commissioner Miller then asked how staff would be paid.

Mr. Wilson advised that they would be paid by the County. There are some departments that this will work with and others it will not be a possibility.

2. Consider approval of Resolution approving the waiver of certain penalties and interest by the Spalding County Tax Commissioner.

No action taken.

G. Closed Meeting – None.

H. Adjournment

Motion/Second by Johnson/Miller to adjourn the meeting at 8:33 p.m. Motion carried unanimously by all.

/s/ _____ /s/ _____
Gwen Flowers-Taylor, Chairperson William P. Wilson, Jr., Clerk



SPALDING COUNTY BOARD OF COMMISSIONERS Journey's End Subdivision Final Plat

Requesting Agency

Office of Community Development

Requested Action

Consider approval of final plat for Journey's End Subdivision (minor) located off Barnesville Road and Henley Road.

Requirement for Board Action

Appendix A. Subdivision Ordinance - Section 403:F.

Is this Item Goal Related?

No

Summary and Background

Request from Turn Right Properties, LLC 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.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

APPROVAL.

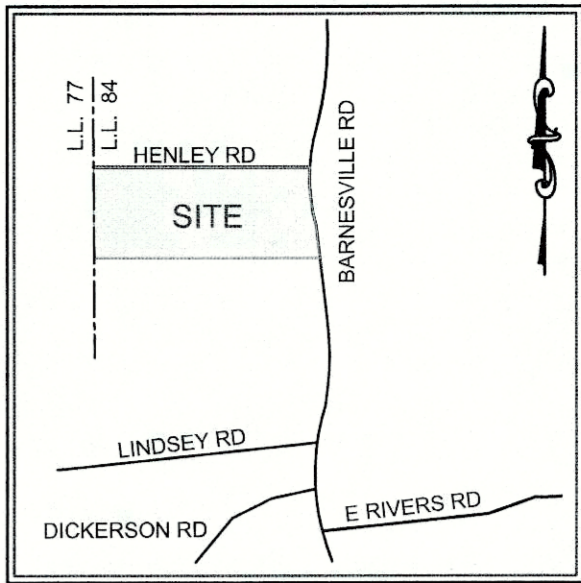
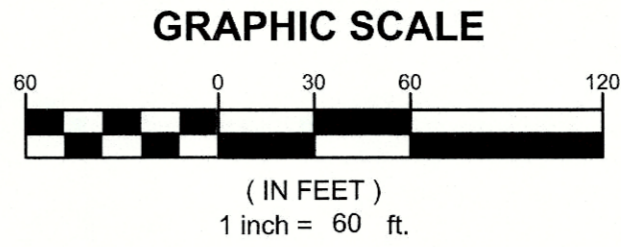
ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Journey's End Subdivision Final Plat	4/14/2020	Backup Material

OWNER:
TURN RIGHT PROPERTIES, LLC
2365 ROSEBUD ROAD
GRAYSON, GA 30017

SURVEYOR:
FALCON DESIGN CONSULTING, INC.
235 CORPORATE CENTER DR., STE 200
STOCKBRIDGE, GA 30281
(770) 389-8666

LOT DIVISION SURVEY FOR:
JOURNEY'S END
THAT PORTION OF TAX PARCEL ID 223 01002
LYING WEST OF BARNESVILLE ROAD
LAND LOT 84, 3RD LAND DISTRICT
SPALDING COUNTY, GEORGIA



VICINITY MAP
NOT TO SCALE

LEGEND

DB	DEED BOOK
PB	PLAT BOOK
PG	PAGE
LL	LAND LOT
OTP	OPEN TOP PIPE
RB	REBAR
IPF	IRON PIN FOUND
IPS	1/2" REBAR W/IC FDC 000995
CTP	CRIMP TOP PIPE
R/W	RIGHT OF WAY
N/F	NOW OR FORMERLY
-E-	OVERHEAD POWER LINE
sq ft	SQUARE FOOT
REF	REFERENCE
TBM	TEMPORARY BENCHMARK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
EOP	EDGE OF PAVEMENT
FH	FIRE HYDRANT
PP	POWER POLE
IPF	IRON PIN FOUND
IPF	IRON PIN SET
CP	CALCULATED POINT
PP	POWER POLE
FH	FIRE HYDRANT
WM	WATER METER

LAND USE SUMMARY:
TOTAL ACREAGE: 21.10 ACRES
TOTAL LOTS: 10
DENSITY: .5 UNITS/ACRE

EXISTING ZONING: R-4

DEVELOPMENTAL STANDARDS:
MIN. LOT SIZE: 2 acres (87,120 sq. ft.)
MIN. LOT WIDTH: 125 ft.
MIN. FRONT SETBACK: 100 ft.
MIN. SIDE SETBACK: 25 ft.
MIN. REAR SETBACK: 25 ft.

SURVEY NOTES:

- THE FIELDWORK FOR THIS SURVEY WAS COMPLETED, MARCH 18, 2020 WITH LINEAR AND ANGULAR MEASUREMENTS. OBTAINED USING A SPECTRA PRECISION FOCUS 38 ROBOTIC TOTAL STATION & CHAMPION TKO GPS UNIT.
- THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 27,998 FEET, AND AN ANGULAR ERROR OF 01" PER ANGLE. IT WAS A CLOSED LOOP TRAVERSE ADJUSTED USING COMPASS RULE METHOD.
- THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 608,543 FEET USING THE BEARINGS AND DISTANCES SHOWN HEREON.
- NO N.G.S. MONUMENT FOUND WITHIN 500 FEET OF ANY POINT ON THE SUBJECT PROPERTY.
- ALL PROPERTY CORNERS REFERENCED AS "IPS" INDICATE A 1/2" REBAR PLACED WITH CAP STAMPED "FDC LSF000995" UNLESS OTHERWISE NOTED.
- FALCON DESIGN CONSULTANTS, L.L.C. AND/OR KEVIN M. BROWN DOES NOT GUARANTEE THAT ALL EASEMENTS AND SUB-SURFACE CONDITIONS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN. ALL MATTERS TO TITLE ARE EXCEPTED.
- THIS SURVEY IS REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83 (2011)) FOR THE HORIZONTAL DATUM AND THE NORTH AMERICAN VERTICAL DATUM OF 1988 PER THE VIRTUAL REFERENCE SYSTEM CORRECTIONS PROVIDED BY GPS SOLUTIONS.
- ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES.
- UTILITIES SHOWN ARE BASED ON ABOVE GROUND EVIDENCE. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. NO CERTIFICATION OR GUARANTEE IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THE UTILITIES OR STRUCTURES SHOWN HEREON. PER GEORGIA LAW THE UNDERGROUND UTILITIES PROTECTION SERVICE MUST BE CALLED PRIOR TO THE COMMENCEMENT OF ANY AND ALL EARTH DISTURBING ACTIVITIES.

SURVEY NOTES (CON'T)

11. TO THE BEST OF MY KNOWLEDGE, AS OF DATE OF SURVEY, THERE ARE NO ABOVE GROUND EVIDENCE OF ANY STORAGE TANKS, HAZARDOUS MATERIALS, OR WASTE DISPOSAL AREAS.

FLOOD NOTE

AS SHOWN ON FLOOD INSURANCE RATE MAPS OF SPALDING COUNTY, GEORGIA COMMUNITY PANEL NUMBER: 132550210E EFFECTIVE DATE JUNE 7, 2017. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FEMA FLOOD HAZARD AREA.

OWNER'S CERTIFICATE:

I (WE) HEREBY CERTIFY THAT I (AM ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON WHICH WAS CONVEYED TO ME (US) BY DEED RECORDED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT IN SPALDING COUNTY AT BOOK 4447, PAGE 162, AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING LINES, AND DEDICATE ALL ALLEYS, WALKS, EASEMENTS, PARKS OR OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

OWNER(S)

DATE: 4/14/20

SPALDING COUNTY BOARD OF COMMISSIONERS:

I HEREBY CERTIFY THAT THIS FINAL PLAT WAS APPROVED BY THE SPALDING COUNTY BOARD OF COMMISSIONERS ON 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 PRESCRIBED BY THIS ORDINANCE.

CHAIRMAN

SPALDING COUNTY BOARD OF COMMISSIONERS

DATE

SURVEYOR'S CERTIFICATE:

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

KEVIN M. BROWN

REGISTERED LAND SURVEYOR #2960

4/14/2020

DATE

SURVEYOR'S CERTIFICATE:

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. THE NAMES OF THE INDIVIDUALS SIGNING OR APPROVING THIS PLAT, THE AGENCY OR OFFICE OF THAT INDIVIDUAL, AND THE DATE OF APPROVAL IS LISTED IN THE APPROVAL TABLE SHOWN 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.

KEVIN M. BROWN

REGISTERED LAND SURVEYOR #2960

4/14/2020

DATE

LOT DIVISION SURVEY FOR:
JOURNEY'S END
THAT PORTION OF TAX PARCEL ID 223 01002
LYING WEST OF BARNESVILLE ROAD
LAND LOT 84, 3RD LAND DISTRICT
SPALDING COUNTY, GEORGIA

REVISIONS

1.	CHANGED SUBDIVISION NAME	1/6/20
2.	ADDED NEW FIRE HYDRANT LOCATION	3-18-20
3.	ADDED CERTIFICATION SIGNATURE BLOCKS	4-14-20
4.		

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. NO PART OF THIS PLAT IS TO BE EXTENDED TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

DATE:	12-10-2019
SCALE:	1" = 60'
FILE NUMBER:	235.001
DRAWN BY:	PC
REVIEWED BY:	K BROWN



THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTERED SURVEYOR ACROSS THE REGISTRANT'S SEAL.

SHEET NUMBER

1 OF 1



SPALDING COUNTY BOARD OF COMMISSIONERS Memorial Day Celebration

Requesting Agency

County Clerk

Requested Action

Consider request from Post 5448 of the Veterans of Foreign Wars to utilize the Spalding County Senior Center; should it rain, for the Memorial Day Celebration on Monday, May 25, 2020.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

This is an annual request for the use of Veterans Memorial Park and in recent years the use of the Senior Center as an alternate rain location for the Veterans Memorial Celebration. This has traditionally been approved by the Board.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Request from Post 5448, Veterans of Foreign Wars	3/24/2020	Backup Material



Noah H Barfield Post 5448
Veterans of Foreign Wars
Of the United States of America
Griffin Ga



Meetings held on 4th Monday of each month at Griffin Moose Lodge, 1435 Zebulon Road, Griffin GA 30224 @ 7:00PM

March 18, 2020

Mr. William Wilson, Jr.
Spalding County Manager
119 E. Solomon St
PO BOX 1087
Griffin, Ga 30224

RE: Memorial Day 2020

Our VFW Post 5448 is sponsoring the upcoming Memorial Day Program on Monday May 25, 2020. I write this letter to thank you for past cooperation in helping us stage this event and hopefully get permission to proceed again this year.

Knowing that our weather has not been predictable this year, we would like to have a contingency plan in case of weather issues making it difficult to hold the event outdoors at the Veterans Memorial Park. Thus, we request permission to use the Senior Center for an indoor ceremony in case of rain. I would like to do any pre-planning in case of weather as soon as possible.

1. Approval from the County Commissioners for Use of Veterans Memorial Park and Sr. Center in case of rain.
2. Contact name and phone number of Senior Center Manager
3. Contact name and phone number of who you would have as point person for the County.

Thank you so much for your help in our County's Celebration of Memorial Day.

Respectfully,

Richard Flading
QM/Adjutant
VFW Post 5448
Griffin GA

678-603-5587



SPALDING COUNTY BOARD OF COMMISSIONERS Indigent Defense Bids

Requesting Agency

County Manager

Requested Action

Consider bids for Indigent Defense Services for FY 2021, 2022 and FY 2023

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Bid Chart	4/29/2020	Backup Material
<input type="checkbox"/> Sullivan & Ogletree Bid response	4/29/2020	Backup Material
<input type="checkbox"/> Kidd Cato Eaton & Roquemore response	4/29/2020	Backup Material

BID CHART

ITEM: Indigent Defense in the State and Juvenile Courts of Spalding County

BID DEADLINE: 04/17/2020 2:00 PM

BIDDERS	Sullivan & Ogletree, PC	Kidd, Cato, Easom & Roquemore, Attorney's -at-Law
FY 2021	\$ 344,000 State \$ 188,000 Juvenile	\$ 275,520 State \$ 118,080 Juvenile
FY 2022	\$ 344,000 State \$ 188,000 Juvenile	\$ 282,408 State \$ 121,032 Juvenile
FY 2023	\$ 344,000 State \$ 188,000 Juvenile	\$ 289,470 State \$ 124, 056 Juvenile
THREE YEAR BID TOTAL	\$ 1,596,000	\$ 1,199,566

BIDS ARE IN REVIEW

TENATIVE DATE TO BE PLACED ON THE AGENDA IS MAY 4th, 2020 FOR CONSIDERATION
BY THE BOARD OF COMMISSIONERS

LAW OFFICES
SULLIVAN & OGLETREE, P.C.
743 SOUTH HILL STREET
GRIFFIN, GEORGIA 30224

MICHELE W. OGLETREE
SAMUEL H. SULLIVAN

TELEPHONE: 770-227-8806
FACSIMILE: 770-227-5844
EMAIL: ssopc@bellsouth.net

April 15, 2020

VIA HAND-DELIVERY AND REGULAR MAIL

Mr. William Wilson
County Manager
Post Office Box 1087
Griffin, Ga. 30224

Re: Cover Letter for Submission of Sealed Proposal for Indigent Defense
in the State and Juvenile Court of Spalding County

Dear William:

Please find enclosed our "Sealed Proposal for Indigent Defense in the State and Juvenile Court of Spalding County". Also, please allow this letter to serve as a supplement in addressing several items in the RFP Conditions and Specifications. This supplement should answer any questions the County Commissioners have for items of information requested, but which fall outside of and not contained within the actual proposal. You will note that we are providing two (2) originals by hand-delivery as well as two (2) originals by U. S. Mail to Terri Bass, (Purchasing), as agent for Spalding County Board of Commissioners as well as Spalding County.

CONDITIONS

Condition No. 13(d): The main physical office location for the provision of Indigent Defense is located within the City of Griffin at 743 South Hill St., Griffin, Georgia.

Condition No. 16: The three (3) references in the legal field who have the most knowledge regarding Contractors are as follows:

Griffin E. Howell, III
Judge, Municipal Court of Griffin
P. O. Box 2271
Griffin, Georgia 30224
(770)227-0110

(Cont. of Cond. 16)

Tammy M. Griner
Special Assistant Attorney General
P. O. Box 319
Griffin, Georgia 30224
(770)567-5507

Patrick M. Shepherd
Solicitor General
P. O. Box 648
Griffin, Georgia 30224
(770)467-4350

- a & b. The principal owners under this proposal are Samuel H. Sullivan and Michele W. Ogletree, 743 South Hill St., Griffin, Georgia.
- c. All attorneys identified and performing under this contract are experienced in criminal law as well as juvenile law.
- d. Sullivan & Ogletree currently serve as Public Defender for the Municipal Court of Griffin and have since 2003. This arrangement provides for continuity in legal representation for indigent individuals in the Griffin/Spalding County area. An indigent individual originally charged in City Court who elects to have his/her case bound up to State Court would retain the same attorneys in State Court without the necessity of appointment of new counsel. We accept the clients indigent status for City Court if the case is bound up to State Court which prevents the necessity of the client having to complete additional applications and paper work.
In addition, Samuel H. Sullivan served for approximately five (5) years as defense counsel for the Griffin/Spalding County Board of Education under their workers'

compensation department. This employment ended in approximately 2016, at about the time Mr. Sullivan ceased all civil practice.

Condition No. 17: There are no pending lawsuits involving any attorney performing under this contract.

Condition No. 18: All personnel operating under this contract are of good and fit moral character and are sui juris. Currently, there are a total of six (6) staff persons performing under this contract which is sufficient and adequate.

SPECIFICATIONS

Specification No. 2: As shown in the resumes submitted, four (4) of the five (5) attorneys performing under the contract, are all members in good standing with the State Bar of Georgia as well as the Georgia Supreme Court and Court of Appeals. The one exception is Sydney Tucker who will complete her law degree this May and is currently practicing under the "Third year practice Act". Ms. Tucker was sworn-in to practice by Judge Josh Thacker on July 10, 2019. Upon completion of law school and passing of the State Bar Exam, Ms. Tucker will immediately be sworn-in to practice law in the State of Georgia, including the Supreme Court and Court of Appeals. All attorneys are competent to practice criminal law, as well as juvenile law.

Specification No. 6: There will be three (3) attorneys with the law firm of Sullivan & Ogletree responsible for representation in the State Court of Spalding County.

There will be two (2) additional attorneys who are unaffiliated with Sullivan & Ogletree who will serve as counsel in Juvenile Court matters, in addition to at least one (1) attorney from Sullivan & Ogletree serving as counsel in Juvenile Court.

Mr. William Wilson
County Manager
April 15, 2020
Page Four (4)

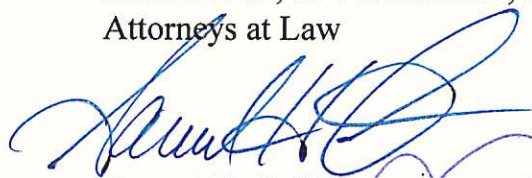
Addendum 1.2: Contractors will provide each client represented with a Customer Satisfaction Survey for their completion which will be provided to the Board of Commissioners semi-annually. Pursuant to State Bar of Georgia regulations, such surveys cannot reveal the identity of the client.

In closing, our firm has strived to provide all pertinent and relevant information to Spalding County in order to assist the Commissioners in making this very important decision. If additional information or documentation is needed, please contact me or Michele and we will provide same instant.

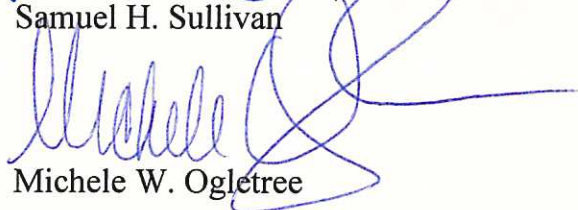
Thanking you in advance for your consideration in this regard, we remain

Sincerely,

SULLIVAN, & OGLETREE, PC
Attorneys at Law



Samuel H. Sullivan



Michele W. Ogletree

SHS/cp
enclosure

cc: Spalding County Commission Members
Ms. Terri Bass, Purchasing Dept.

Spalding

SPALDING COUNTY, GEORGIA

REQUEST FOR PROPOSALS

BID 2020-00104

For
Indigent Defense in State and Juvenile Court of Spalding County

ISSUE DATE: MARCH 20, 2020

BID DUE DATE: Friday, April 17, 2020 at 2:00 PM (EST) in HARD COPY.

Electronic submissions via email or fax will NOT be accepted.

Instructions to Bidders

Questions should be directed in writing to the Spalding County Purchasing Department,
Terri Bass, via email to: tbass@spaldingcounty.com

The deadline to submit questions is Friday, April 3, 2020 at 5:00 PM (EST).

All spaces below are to be filled in and the BID FORM must be signed where indicated.
Failure to sign and return all required documents may result in rejection of the bid.

Company Name: SULLIVAN & OGLETREE, P.C.
Contact Name: Samuel H. Sullivan
Address: 743 SOUTH HILL ST., GRIFFIN, GA 30224
Telephone: 770-227-8806
Fax: 770-227-5844
Email: ssopcc@bellsouth.net

INDEX OF ATTACHMENTS FOR GENERAL CONDITIONS SECTION

- Condition No. 9 Attachment: “Affidavit of Acknowledgment and Non-Collusion”.
- Condition No. 13 Attachment: Declaration Pages for Professional Liability, Workers Compensation and General Liability Insurance.
- Condition No. 16 Attachment: Resumes of all attorneys performing under this program are attached. In addition, a list of three (3) references in the legal field is attached.
- Condition No. 24 Attachment: “Affidavit of Certifications and Warranties”.
- “Contractor Affidavit & Agreement Pursuant to O.C.G.A. § 13-10-91(b)(1)” To be furnished upon acceptance of the Bid.

AFFIDAVIT OF ACKNOWLEDGMENT AND NON-COLLUSION

STATE OF GEORGIA

COUNTY OF SPALDING

Personally, appeared before me, the undersigned, MICHELE W. OGLETREE
who, being duly sworn, deposes and states:

I am 18 years or older, and this Affidavit is based upon my personal knowledge and understanding.

I am a general partner or officer of the below named contractor (hereafter "Contractor") and am authorized to submit the attached proposal.

I have carefully read and fully understand the foregoing Request for Proposals, including, but not limited to the General Conditions and Specifications.

Neither the Contractor nor any of its employees or agents has by any means prevented or attempted to prevent competition in responding to the Request for Proposals, nor has Contractor or any of its employees or agents prevented or attempted to prevent anyone from submitting a proposal. Furthermore, neither Contractor nor any of its employees or agents have caused or induced another to withdraw a proposal.

Further, Affiant sayeth not.

Under seal this 15th day of APRIL, 2020.

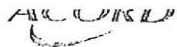
BY:

Michele Ogletree
Printed Name: MICHELE W. OGLETREE
Title: MANAGING PARTNER
Contractor: SULLIVAN & OGLETREE, P.C.
Address: 743 SOUTH HILL ST.
GRIFFIN, GA 30224
Phone: 770-227-8806
Email: SSOPC@bellsouth.net

Sworn to and subscribed before me
this 15th day of APRIL, 2020.

[Signature]
Notary Public

My commission expires: Notary Public, Spalding County, Georgia
My Comm. Expires 05/14/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/6/2020**PRODUCER**Insurance Specialists, Inc.
2731 Depot Road
Beaufort, SC 29902THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE
COVERAGE AFFORDED BY THE POLICIES BELOW.**INSURED**Sullivan & Ogletree, P.C.
743 South Hill Street
Griffin, GA 30224**INSURERS AFFORDING COVERAGE****NAIC #**

INSURER A: Berkley Insurance Company

A

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGESTHE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY
PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISR	ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<input type="checkbox"/>	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
							\$
	<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>				COMBINED SINGLE LIMIT (Each Occurrence)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/>				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY AGG	\$
	<input type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
	<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
	<input checked="" type="checkbox"/>	OTHER Lawyer's Professional Liability	PLP-1468307-P5	2/1/2020	2/1/2021	Per Claim	\$1,000,000.00
						Aggregate	\$2,000,000.00
						Deductible	\$5,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

,000,000 Aggregate Limit effective 4/1/2020

CERTIFICATE HOLDER**CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO
MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT
FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE
INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

POLICY NUMBER WC 9040330	PREVIOUS POLICY NUMBER WC 9040330
-----------------------------	--------------------------------------

SELECTIVE INSURANCE COMPANY OF THE SOUTHEAST
900 E. 96TH STREET, INDIANAPOLIS, IN 46240

INFORMATION PAGE

NCCI COMPANY NO 20583

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

ITEM 1. NAME OF INSURED & MAILING ADDRESS SULLIVAN & OGLETREE, P.C. 743 S HILL ST GRIFFIN, GA 30224-4830	PRODUCER'S NAME AND MAILING ADDRESS SNIDER KILLINGSWORTH INSURANCE AGENCY 325 S HILL ST GRIFFIN, GA 30224-4223
---	---

INSURED IS: CORPORATION	FED ID NO. 582618111	AGENT NUMBER: 31-00-09195-00000
-------------------------	----------------------	---------------------------------

ITEM 2. POLICY PERIOD The Policy Period is from	FEBRUARY 15, 2020	To FEBRUARY 15, 2021
---	-------------------	----------------------

12 01 A.M., standard time at the insured's mailing address

ITEM 3. COVERAGE A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation law of the states listed here GA

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are	Bodily Injury By Accident	\$1,000,000	each accident
	Bodily Injury By Disease	\$1,000,000	each employee
	Bodily Injury By Disease	\$1,000,000	policy limit

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here ALL STATES EXCEPT ND, OH, WA & WY.
--

ITEM 4. PREMIUM: The premium for this policy will be determined by our manuals of rules, classifications, rates and rating plans. All information required below is subject to verification and change by audit.
--

CLASSIFICATION	Code No	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
SEE ATTACHED SCHEDULE(S)				
EXPENSE CONSTANT	0900			160
TERRORISM - GA \$.015	9740			17
CATASTROPHE - GA \$.030	9741			35
GIIP ASSESSMENT (0.00%)	9690			NONE

Minimum Premium \$198	Total Estimated Cost \$636
-----------------------	----------------------------

If indicated below, interim adjustments of premium shall be made:	<input type="checkbox"/> Semi-Annually	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Monthly	Deposit Premium \$636
---	--	------------------------------------	----------------------------------	-----------------------

This policy includes these endorsements and schedules: REFER TO WC-52 D/B - 1 - 012594581
--

Issue Date JANUARY 3, 2020	Issuing Office SOUTHERN REGION	Authorized Representative
----------------------------	--------------------------------	---------------------------

Form-64 (07/08)	Copyright 1987 National Council on Compensation Insurance.
-----------------	--

Previous Policy Number
S 2254315

Policy Number
S 2254315

BUSINESSOWNERS COVERAGE DECLARATIONS

Policy Effective Date: FEBRUARY 1, 2020

Coverage Effective Date: FEBRUARY 1, 2020

Named Insured is: CORPORATION

Business of Named Insured: ATTORNEY

DESCRIPTION OF PREMISES

Prem. Bldg. Location Occupancy
No. No.

Refer to "Schedule of Locations"

In return for payment of the premium and subject to all the terms of this policy, we agree with you to provide insurance for those coverages for which a specific limit is shown in the following coverage schedule

COVERAGE SCHEDULE

Prem. No.	Bldg. No.	Property		Blanket Insurance	Deductible	Valuation	Automatic Increase In Insurance
		Coverage	Limit of Insurance				
1	1	BUILDING	\$849,890	NONE	\$2,500	RC	4%
1	1	BUSINESS PERSONAL PROPERTY	\$137,203	NONE	\$2,500	RC	N/A

LIABILITY AND MEDICAL PAYMENTS

Liability and Medical Expenses Limit	\$2,000,000	General Aggregate Limit	\$4,000,000
Medical Expenses Limit - Per Person	\$10,000	Product Aggregate Limit	\$4,000,000

Forms and Endorsements:

Premium Amount
\$2,366.00

Refer to "Commercial Policy Forms and Endorsement Schedule"

BP 71 19 09 19

INSURED'S COPY

000001'S 2254315840

MICHELE WUNDERLICH OGLETREE

743 South Hill Street

Griffin, Georgia 30224

770-227-8806

EDUCATION

UNIVERSITY OF GEORGIA SCHOOL OF LAW

Athens, Georgia

Juris Doctor, May 1994

CORNELL UNIVERSITY

Ithaca, New York

Bachelor of Arts, Government, May 1991

PROFESSIONAL ASSOCIATIONS

Member, Georgia Bar Association, since 1994

Member, Supreme Court of Georgia, since 1994

Member, Court of Appeals of Georgia, since 1994

Member, United State District Court for the Northern District of Georgia, since 1998

EXPERIENCE

SULLIVAN & OGLETREE, P.C.

Griffin, Georgia

Attorney - February 1999 to present

Criminal Defense, Family Law, Guardian ad Litem, and Juvenile Court practice. I have represented indigent parents in Juvenile Court in DFCS related matters for over 20 years, reviewed transcripts, and prepared appellate briefs. I have represented indigent criminal defendants in State Court for over 20 years. Prior to the creation of the State of Georgia Public Defenders's Office, I represented indigent criminal defendants in Superior Court, reviewed trial transcripts, and drafted numerous appellate briefs. Prior to the creation of the State of Georgia Public Defender's Office, I represented indigent juveniles charged with delinquent action in Juvenile Court, reviewed transcripts, and drafted appellate briefs. I represent individuals in all types of family law related cases, including hearings and trial work. I represent children in Superior Court family law cases as a Guardian ad Litem. I draft civil and criminal pleadings. I have been a certified mediator through the State of Georgia for general civil and domestic cases for 20 years.

MULLINS, WHALEN & SULLIVAN

Griffin, Georgia

Attorney - October 1998 to February 1999

Criminal Defense and Family Law practice. Draft civil and criminal pleadings. Civil hearings and depositions. Prepare cases for litigation. Prepare clients for depositions and trials. Interview clients and witnesses.

LAW OFFICE OF CHRISTOPHER C. EDWARDS, P.C.

Griffin, Georgia

Attorney - May 1996 to October 1998

Personal Injury/ Wrongful Death practice. Draft civil pleadings. Civil hearings and depositions. Prepare cases for litigation. Prepare clients for depositions and trials. Interview clients and witnesses.

PRISONER LEGAL COUNSELING PROJECT

Jackson, Georgia

Attorney - July 1994 to April 1996

Supervise and manage branch office. Responsible for inmate contact from two prisons, one boot camp, one county camp, and one transitional center. Answer legal inquiries from Georgia state inmates. Review trial and guilty plea transcripts for possible habeas corpus actions. Draft criminal and civil pleadings. Represent inmates in uncontested divorce petitions. Review sentence computation issues and pursue necessary corrections. Investigate prisoner inquiries concerning appeal status, parole board decisions, and detainees. Research criminal and civil issues. Conduct personal interviews with inmates.

SAMUEL H. SULLIVAN

743 South Hill Street

Griffin, Georgia 30224

770-227-8806

EDUCATION

JOHN MARSHALL LAW SCHOOL

Atlanta, Georgia

Juris Doctor, February 1987

AUBURN UNIVERSITY

Auburn, Alabama

Bachelor of Science, Agribusiness, December 1983

PROFESSIONAL ASSOCIATIONS

Member, United States Supreme Court, 1997

Member, United States District Court for the Northern District of Georgia, 1990

Member, United States District Court for the Middle District of Georgia, 1995

Member, Supreme Court of Georgia, 1987

Member, Court of Appeals of Georgia, 1987

Member, Georgia Bar Association, 1987

EXPERIENCE

SULLIVAN & OGLETREE, P.C.

Griffin, Georgia

Attorney - February 1999 to present

Since 2017, my law practice has been dedicated exclusively to the representation of criminal indigent defendants in the State Court of Spalding County, Georgia. Prior to that time, I served as the part-time Spalding State Court Public Defender from approximately 1989 to present. From year 2000 to January 2005, I also served as the Public Defender for Spalding County, Georgia regarding all criminal matters in Spalding County, Georgia.

MULLINS, WHALEN & SULLIVAN

Griffin, Georgia

Attorney - July 1986 to October 1998

Part-time Public Defender for the Spalding County State Court. Also, practiced civil litigation in the areas of Personal Injury (Plaintiff and Defense), and Workers Compensation (Claimant and Defense). Also, practiced governmental defense in Federal Court under Title 11 of the United States Code, (excessive use of force matters).

Graduated Atlanta Law School, Atlanta, Georgia, May 1993.

Admitted to Georgia Bar November 1, 1993 and currently a member in good standing.

Maintained a Private, general practice in Zebulon, Georgia, from January 1, 1994 to December 31, 2018. My practice included Personal Injury Law, Criminal Law and Family Law. I specialized in adoptions, divorce, and custody matters in both Superior and Juvenile Courts of Georgia.

Served as Administrator of the Pike County, Georgia, Indigent Defense Committee, from 1995 until 2005, when the state wide Public Defender Office was established. Duties included daily administration of public defender matters, attorney assignments, and applying for grants from the State of Georgia to expand those services.

Serve as Guardian Ad Litem in Pike County Juvenile Court, 1994, to present, representing children in State care in all aspects of deprivation/dependency proceedings.

Serve as Guardian Ad Litem in Pike County Probate Court, 1994 to present, representing incapacitated adults in probate proceedings.

Serve as Guardian Ad Litem in Spalding County Juvenile Court, 2005 to present, representing children in State care in all aspects of Juvenile Court deprivation/dependency proceedings.

Serve a Guardian Ad Litem in Griffin Judicial Circuit Superior Court divorce and custody matters since 2005, by special appointment of the Courts.

I can be reached by cell phone at (770) 468-1398 or email via charlesboneill@aol.net

References provided upon request.

Natalie Sundeen

P.O. Box 413
Jackson, GA 30233

770- 375-6063
nataliesundeen@gmail.com

EDUCATION

Legal **Mercer University, Walter F. George School of Law**, Macon, Georgia
Juris Doctor, May 2012
Cum Laude Graduate
Bar Number: 251602

College **University of Georgia**, Athens, Georgia
Bachelor of Arts in English Literature, May 2009
G.P.A.: 3.67

EMPLOYMENT

Law Related **Juvenile Conflict Attorney, Upon and Pike Counties** 2017-Present
Represent Parents who qualify for Conflict defender services under the State of Georgia guidelines.

Municipal Court Judge, Cities of Jackson and Jenkinsburg
January 2017- Present

President of the Towaliga Judicial Circuit, 2014-2015

Mercer Law School, Director of Continuing Legal Education
July 2014 – Present. Teach, host, design and coordinate Continuing Education programs throughout middle Georgia.

Public Defender, Locust Grove Municipal Court January 2015- Present
Represent Indigent Defendants who qualify for court appointed counsel and are being prosecuted in the Locust Grove Municipal Court.

Juvenile Conflict Attorney, Towaliga Circuit 2013-Present
Represent Juveniles, and/or parents who qualify for Conflict defender services under the State of Georgia guidelines.

Mercer Law School, Assistant Director of Admissions & Enrollment Management Specialist, Macon, GA September 2012- July 2014
Oversaw Admissions Procedures, Counseled Incoming Students, Managed Historical and Present Data to Predict Enrollment Outcomes, Organized Marketing and Recruiting Events on behalf of the Admissions Office.

Sydney Tucker

1523 Wood Creek Road Williamson, GA 30292

Phone: (478) 550-4671 E-Mail: sydney2394@gmail.com

Work Experience

Acting Associate at Sullivan & Ogletree

August 2019- present

- Spalding County State Court Misdemeanor Public Defender under the Student Practice Act
- Upon receipt of a passing score on the July 2020 Bar Examination and appropriate steps to licensure thereafter, position will be promoted to full-time Associate

Intern at Spalding County Solicitor's Office

June 2019 - July 2019

- Acted as Solicitor in two bench trials
- Sworn into practice under the Student Practice Act
- Assisted with arraignment procedures and pretrial conferences

Intern at Wessels & Dixon, P.C.

May 2018 - August 2018

- Performed title searches
- Assisted in real estate closings
- Assisted with various office tasks (i.e. scanning and organizing old files)

Intern at the Georgia Public Defender Council (GPDC)

June 2017- July 2017

- Researched Foundations to support the efforts of the GPDC
- Assisted in preparation of materials and registration for GPDC's annual conference

Third Grade Teacher at The Academy for Classical Education

July 2016- June 2017

- Planned and implemented lessons to meet a wide variety of developmental needs
- Gathered and interpreted data to determine remediation and advancement of content

Education

John Marshall Law School

August 2017 – present

Recipient of the John E. Ryan Merit Scholarship for exceptional incoming students. Nominated by faculty to serve as a peer mentor to incoming first-year students.

Wesleyan College

August 2012- May 2016

Graduated Magna Cum Laude with a B.A. in Early Childhood Education. Recipient of the Peyton Anderson Scholarship for Education Majors.

STATE OF GEORGIA

COUNTY OF SPALDING

AFFIDAVIT OF CERTIFICATIONS AND WARRANTIES

COMES NOW the undersigned, Samuel H. Sullivan and Michele W. Ogletree, (herein known as "Contractors"), and after being duly sworn, depose and state the following:

-1-

There are no known circumstances which would result in a conflict of interest in regards to performance of services as required under the proposed Contract for Indigent Representation in the State Court of Spalding County and the Juvenile Court of Spalding County, Georgia.

-2-

Contractors warrant that this proposal, and no portion thereof, is fraudulent, collusive, or made in the interest of or on behalf of any person not therein named.

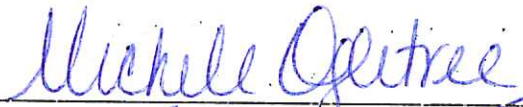

-3-

Contractors further warrant that they have not directly or indirectly induced or solicited any other responding contractor to submit a fraudulent proposal or any other person, firm, or corporation to refrain from submitting a proposal and contractors have not in any manner sought by collusion to secure any undue advantage over any other responding contractor.

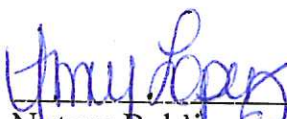
-4-

No member of the Spalding County Commission has any affiliation, either personal or business, with the law firm of Sullivan & Ogletree, PC.

This 15 day of April, 2020.

Sworn to and subscribed before me
this 15 day of April, 2020.


Notary Public, Spalding Co., GA

STATE OF GEORGIA

COUNTY OF SPALDING

**CONTRACT FOR THE PROVISION OF INDIGENT REPRESENTATION
FOR JUVENILE DEPENDENCY ACTIONS IN THE JUVENILE COURT
OF SPALDING COUNTY FOR FISCAL YEARS 2020-2021, 2021-2022 & 2022-
2023**

THIS AGREEMENT is entered into between Spalding County, Georgia, (hereinafter referred to as "the County"), and the law firm of SULLIVAN & OGLETREE, PC, (hereinafter referred to as the "Contractor").

For and in consideration of the mutual benefits flowing to the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

PART I. GENERAL CONSIDERATIONS

(Pursuant to Excerpt 2.7 - "Guidelines of the Supreme Court for the Operation of Indigent Defense Programs").

TERMINATION FOR "GOOD CAUSE"

This contract is calculated based upon a (3) year renewal term beginning July 1, 2020 and ending June 30, 2021, and June 30th of any subsequent year thereafter, provided that if neither party gives 90 days notice of their intent not to renew said contract prior to December 31st, the contract will automatically be renewed for an additional year.

Removal of the Contractor and termination of this contract shall be for "good cause" only. Good cause is defined as 1) failure by the Contractor to comply with the terms of the contract to an extent that the delivery of services to clients by the Contractor is impaired or rendered impossible; 2) Willful disregard by the Contractor of the rights

and best interest of the clients under this contract to an extent which leaves the clients impaired. The individual actions of the Contractor or any one attorney taken in connection with one case alone, shall not necessarily constitute "good cause" for removal.

MAXIMUM ALLOWABLE CASELOADS FOR PART-TIME CONTRACT ATTORNEYS

Each contract attorney shall not exceed 50 cases each in Juvenile Dependency matters.

RIGHT TO DECLINE REPRESENTATION

Contractor may decline to represent clients at no penalty in the event that during the contract:

(A) the caseload assigned to the Contractor exceeds the allowable caseloads specified; or

(B) the Contractor is assigned more cases requiring an extraordinary amount of time and preparation than the Contractor can competently handle even with payment of extraordinary compensation;

or

(C) the cases assigned to the Contractor exceed any number that the contract specified or that the Contractor and Contracting Authority reasonably anticipated at the time the contract was concluded.

SPECIAL CONSIDERATIONS REGARDING THE AVOIDANCE OF CONFLICTS OF INTEREST BETWEEN CONTRACTOR AND CLIENTS

(A) expenses of investigations, expert witnesses, transcripts, other necessary services for the defense shall not decrease the Contractor's income and shall be borne by

the County;

(B) Contractor shall not waive the rights of any client for reasons unrelated to the client's best interest; and

(C) Contractor shall not be financially penalized for withdrawing from a case which poses a conflict of interest to the attorney. However, prior to representation of a client, Contractor shall identify whether a conflict of interest is present and if so, shall make provisions for representation which shall cure the conflict, and shall be in the best interest of the client.

SERVICES TO BE PROVIDED

In providing services under the contract, if an individual is deemed indigent as defined by Georgia law because of his/her financial condition, then legal services will be provided under this contract. In determining indigent status, the administrative secretary responsible for all indigent applications will conduct a background check on all applicants to confirm and verify the accuracy and truthfulness of the information provided. Thereafter, using State of Georgia Indigent Guidelines, a determination will be made by the Law Firm of whether the applicant qualifies for indigent representation. Within 48 hours after applying, the person will be notified of his/her status, i.e. whether he/she qualifies or not. If the indigent qualifies, he/she will immediately be informed of the need to schedule an appointment to discuss his/her case with the attorney handling his/her case. If the applicant does not qualify, the Law Firm will assist the person in locating "hired counsel" by supplying the names, address, and telephone number of all Griffin attorneys who presently practice juvenile law.

INDEMNIFICATION PROVISION

Contractor covenants and agrees to take and assume all responsibility for the work as defined herein (hereafter "Work") rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless Spalding County, Georgia, it's officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "Local Government Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses, and liability of any kind whatsoever, including, but not limited to, attorneys fees and costs of defense (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the contractor or its subcontractors or anyone for whose acts the contractor or its subcontractors may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnification obligation does not include liabilities caused by or resulting from the sole negligence of Spalding County, Georgia, or the Local Government Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against Spalding County, Georgia, or the Local Government Parties by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by the contractor or its subcontractors or anyone for

whose acts the contractor or its subcontractors may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold harmless Spalding County, Georgia, and the Local Government parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of the Agreement.

PART II. REMUNERATION AND OTHER REMAINING
CONTRACT TERMS

DEPENDENCY ACTIONS IN THE JUVENILE COURT
OF SPALDING COUNTY, GEORGIA

Contractor shall provide for indigent defense in regards to dependency actions pending in the Juvenile Court of Spalding County. A Dependency Action is defined as any action wherein the State of Georgia, through the Department of Family and Children Services, brings legal action in Juvenile Court by the filing of a dependency action alleging the dependency of children. Services shall not include representation of any individual not the parent or legal guardian of the subject child ("parent" shall be defined as an individual who has legitimated the subject child, is the putative biological father of the subject child, or is named as a parent upon the child's birth certificate); and any action filed in Juvenile Court not involving dependency.

Contractor shall receive as remuneration for services rendered the amount of \$188,000.00 for the fiscal year beginning July 1st, 2020, and continuing thereafter as

provided in Part I of this contract. Services shall provide for both indigent defense of parents as well as supplying of Guardian Ad Litem services in dependency matters.

GUARDIAN AD LITEM / PLAN ADMINISTRATOR SERVICES FOR CERTAIN JUVENILE DELINQUENCY ACTIONS

In certain juvenile delinquency actions, there could arise the need for the Court to appoint a Guardian Ad Litem for the juvenile pursuant to O.C.G.A. §15-11-150 or to appoint a Plan Manager where a juvenile has been declared mentally incompetent pursuant to O.C.G.A. §15-11-650, *et seq.* Attorneys will provide services under this provision and shall receive remuneration in the amount of \$18,000.00 for the fiscal year beginning July 1st, 2020, and continuing thereafter as provided for in Part I. This provision is not to be interpreted as providing a Guardian Ad Litem in each and every juvenile delinquency action, but only those select cases where the court feels that it would be in the best interest of the child for a Guardian Ad Litem to be appointed.

CONFLICT CASES

In the event of a “conflict of interest” situation wherein it is necessary to retain outside counsel to represent an individual, Contractor shall provide for such legal representation by retaining competent outside local counsel to serve. Remuneration for this service shall be at the rate of \$15,000.00 per contract year.

APPLICATIONS FOR JUVENILE DEPENDENCIES

It shall be the responsibility of the Contractor to review all submitted applications for Juvenile Court Dependency matters. All applications will be completed and accepted at the Contractor’s place of business located at 743 South Hill Street, Griffin, Georgia.

The applications reviewed will be investigated by the Contractor and a decision by the designated agent for the Contractor will be made regarding whether that person qualifies as “indigent” pursuant to the appropriate State Guidelines. The Contractor will then notify the applicant of whether their application was “approved” or “denied”.

HOW PAYMENT OF COMPENSATION SHALL BE MADE

The County agrees to pay to the Contractor for rendering the services described herein during the first year, and any renewal year thereafter, beginning July 1st, 2020 in twelve (12) equal monthly installments, annually. Payment by the County shall be in advance provided the invoice from the Contractor be received by the County no later than the twenty fifth (25th) of the month previous to the month to be paid and, if received by that date, the County shall pay same by the fifth (5th) day of the current month. That is to say, as an example, an invoice for the month of January must be received by the County no later than December 25th and it will be paid by the County no later than January 5th.

INDEPENDENT CONTRACTOR

Nothing herein shall be construed to make the Contractor, nor any member or employee thereof, an “employee” of Spalding County. The only relationship created by this contract shall be that of independent contractor; provided however, all attorneys appearing on behalf of the Law Firm shall be officers of the Court. All parties to this contract will comply fully with all Federal, State, and local laws and regulations.

INSURANCE

Contractor agrees to provide its own professional liability insurance (malpractice insurance) with an insurance company licensed to do business in the State of Georgia.

Said policy shall provide a minimum liability coverage of \$2,000,000.00 per claim. In addition, Contractor maintains in effect Workers' Compensation insurance/coverage in addition to General Liability insurance/coverage in the amount of \$1,000,000.00 per occurrence or a combined single limit of \$2,000,000.00.

SEVERABILITY

If for any reason, any paragraph herein is deemed inapplicable, invalid or unconstitutional for any reason, the remaining portions hereof shall remain in full force and effect. However, in the event this Contract is deemed unconstitutional, unenforceable, or illegal for any reason or purpose by any Court of competent jurisdiction, then in that event, this contract shall be deemed terminated, instant, and each party shall be relieved of its terms and conditions and duty to perform hereunder.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal, by their duly authorized officers this _____ day of _____, 2020.

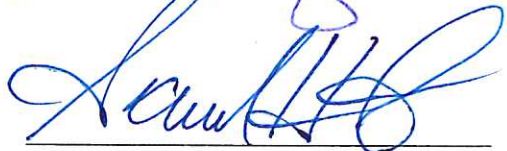
SPALDING COUNTY, GEORGIA

Chairperson, Board of Commissioners

Attested by: William Wilson, County Manager

SULLIVAN & OGLETREE, PC





STATE OF GEORGIA

COUNTY OF SPALDING

**CONTRACT FOR THE PROVISION OF INDIGENT DEFENSE
FOR THE STATE COURT OF SPALDING COUNTY FOR
FISCAL YEARS 2020-2021, 2021-2022, & 2022-2023**

THIS AGREEMENT is entered into between Spalding County, Georgia, (hereinafter referred to as "the County"), and the law firm of SULLIVAN & OGLETREE, PC, (hereinafter referred to as the "Contractor").

For and in consideration of the mutual benefits flowing to the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

PART I. GENERAL CONSIDERATIONS

(Pursuant to Excerpt 2.7 - "Guidelines of the Supreme Court for the Operation of Indigent Defense Programs").

TERMINATION FOR "GOOD CAUSE"

This contract is calculated based upon a (3) year renewal term beginning July 1, 2020 and ending June 30th, 2021, and June 30th of any subsequent year thereafter, provided that if neither party gives 90 days notice of their intent not to renew said contract prior to June 30th, the contract will automatically be renewed for an additional year.

Removal of the Contractor and termination of this contract shall be for "good cause" only. Good cause is defined as 1) failure by the Contractor to comply with the terms of the contract to an extent that the delivery of services to clients by the Contractor

is impaired or rendered impossible; 2) Willful disregard by the Contractor of the rights and best interest of the clients under this contract to an extent which leaves the clients impaired. The individual actions of the Contractor or any one attorney taken in connection with one case alone, shall not necessarily constitute "good cause" for removal.

INDEMNIFICATION PROVISION

Contractor covenants and agrees to take and assume all responsibility for the work as defined herein (hereafter "Work") rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless Spalding County, Georgia, it's officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "Local Government Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses, and liability of any kind whatsoever, including, but not limited to, attorneys fees and costs of defense (hereinafter "Liabilities") which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the contractor or its subcontractors or anyone for whose acts the contractor or its subcontractors may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnification obligation does not include liabilities caused by or resulting from the sole negligence of Spalding County, Georgia, or the Local Government Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of

indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against Spalding County, Georgia, or the Local Government Parties by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by the contractor or its subcontractors or anyone for whose acts the contractor or its subcontractors may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold harmless Spalding County, Georgia, and the Local Government parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of the Agreement.

**MAXIMUM ALLOWABLE CASELOADS FOR
PART-TIME CONTRACT ATTORNEYS**

Each contract attorney shall not exceed 250 cases in State Court.

RIGHT TO DECLINE REPRESENTATION

Contractor may decline to represent clients at no penalty in the event that during the contract:

(A) the caseload assigned to the Contractor exceeds the allowable caseloads specified; or

(B) the Contractor is assigned more cases requiring an extraordinary amount of time and preparation than the Contractor can competently handle even with payment of

extraordinary compensation;

or

(C) the cases assigned to the Contractor exceed any number that the contract specified or that the Contractor and Contracting Authority reasonably anticipated at the time the contract was concluded.

**SPECIAL CONSIDERATIONS REGARDING THE AVOIDANCE OF
CONFLICTS OF INTEREST BETWEEN CONTRACTOR AND CLIENTS**

(A) expenses of investigations, expert witnesses, transcripts, other necessary services for the defense shall not decrease the Contractor's income and shall be borne by the County;

(B) Contractor shall not waive the rights of any client for reasons unrelated to the client's best interest; and

(C) Contractor shall not be financially penalized for withdrawing from a case which poses a conflict of interest to the attorney. However, prior to representation of a client, Contractor shall identify whether a conflict of interest is present and if so, shall make provisions for representation which shall cure the conflict, and shall be in the best interest of the client.

SERVICES TO BE PROVIDED

In providing services under the contract, if a criminal defendant is deemed indigent as defined by Georgia law because of his/her financial condition, then legal services will be provided under this contract. In determining indigent status, the administrative secretary responsible for all indigent applications will conduct a background check on all

applicants to confirm and verify the accuracy and truthfulness of the information provided. Thereafter, using State of Georgia Indigent Guidelines, a determination will be made by the Law Firm of whether the applicant qualifies for indigent representation. Within 48 hours after applying, the person will be notified of his/her status, i.e. whether he/she qualifies or not. If the indigent qualifies, he/she will immediately be informed of the need to schedule an appointment to discuss his/her case with the attorney handling his/her case. If the applicant does not qualify, the Law Firm will assist the person in locating "hired counsel" by supplying the names, address, and telephone number of all Griffin attorneys who presently practice criminal law.

As to those cases which are unable to post bond, a representative of the law firm will conference with the person at the jail regarding their pending charges within 72 hours after qualifying for indigent representation. In any case in which the indigent defendant is unable to post bond, Contractors will file a bond motion (usually a Motion for Own Recognizance Bond), within three business days of receiving notice of the appointment and will schedule a hearing, if necessary, within the following two weeks.

PART II. REMUNERATION AND OTHER REMAINING CONTRACT TERMS

INDIGENT DEFENSE FOR THE STATE COURT OF SPALDING COUNTY, GEORGIA

Contractor shall provide for indigent defense in regards to misdemeanor criminal actions in the State Court of Spalding County, with the exception of violations of the Spalding County Code of Ordinances. This contract does provide and include the representation of individuals charged with misdemeanor violation of probation as set out

below. In addition, for those cases which charge a person with both a felony as well as a misdemeanor, the Circuit Public Defenders Office shall retain full responsibility of representation over such case and the Contractor shall not be responsible for the representation of the individual on the misdemeanor charge/s.

Contractor shall receive as remuneration for services rendered the amount of \$344,000.00 for the fiscal year beginning July 1st, 2020 and continuing thereafter as provided for in Part I.

MISDEMEANOR VIOLATIONS OF PROBATION (VOPs)

Contractor shall provide legal services to those individuals charged with misdemeanor Violations of Probation and who are incarcerated and determined to be indigent.

Contractor shall receive as remuneration for services rendered the amount of \$36,000.00 for the fiscal year beginning July 1st, 2020 and continuing thereafter as provided for in Part I.

APPLICATIONS FOR STATE COURT

It shall be the responsibility of the Contractor to review all submitted applications for State Court misdemeanors. All applications will be completed and accepted at the Contractor's place of business located at 743 South Hill Street, Griffin, Georgia. The applications reviewed will be investigated by the Contractor and a decision by the designated agent for the Contractor will be made regarding whether that person qualifies as "indigent" pursuant to the appropriate State Guidelines. The Contractor will then notify the applicant of whether their application was "approved" or "denied".

**HOW PAYMENT OF COMPENSATION
SHALL BE MADE**

The County agrees to pay to the Contractor for rendering the services described herein during the first year, and any renewal year thereafter, beginning July 1st, 2020 in twelve (12) equal monthly installments, annually. Payment by the County shall be in advance provided the invoice from the Contractor be received by the County no later than the twenty fifth (25th) of the month previous to the month to be paid and, if received by that date, the County shall pay same by the fifth (5th) day of the current month. That is to say, as an example, an invoice for the month of January must be received by the County no later than December 25th and it will be paid by the County no later than January 5th.

INDEPENDENT CONTRACTOR

Nothing herein shall be construed to make the Contractor, nor any member or employee thereof, an "employee" of Spalding County. The only relationship created by this contract shall be that of independent contractor; provided however, all attorneys appearing on behalf of the Law Firm shall be officers of the Court. All parties to this contract will comply fully with all Federal, State, and local laws and regulations.

INSURANCE

Contractor agrees to provide its own professional liability insurance (malpractice insurance) with an insurance company licensed to do business in the State of Georgia. Said policy shall provide a minimum liability coverage of \$2,000,000.00 per claim. In addition, Contractor maintains in effect Workers' Compensation insurance/coverage in addition to General Liability insurance/coverage in the amount of \$1,000,000.00 per occurrence or a combined single limit of \$2,000,000.00.

SEVERABILITY

If for any reason, any paragraph herein is deemed inapplicable, invalid or unconstitutional for any reason, the remaining portions hereof shall remain in full force and effect. However, in the event this Contract is deemed unconstitutional, unenforceable, or illegal for any reason or purpose by any Court of competent jurisdiction, then in that event, this contract shall be deemed terminated, instant, and each party shall be relieved of its terms and conditions and duty to perform hereunder.

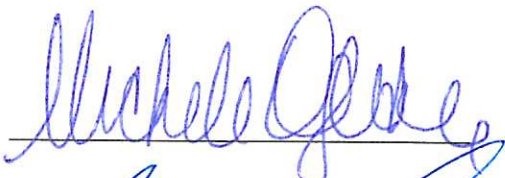

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal, by their duly authorized officers this _____ day of _____, 2020.

SPALDING COUNTY, GEORGIA

SULLIVAN & OGLETREE, PC

Chairperson, Board of Commissioners

Attested by: William Wilson, County Manager

Proposal to Provide Indigent Legal Services to State Court and Juvenile Court of Spalding County, Georgia

April 17, 2020

Submitted by

Kidd, Cato, Easom & Roquemore
Attorneys-at-Law
833 Grogan Street
Lavonia, GA 30553

Contact: Doug Kidd
douglas.terry.kidd@gmail.com
Office: 706-356-1778 | Cell: 706-491-9298

A. FIRM OVERVIEW

1. Principal Attorneys

Kidd, Cato, Easom & Roquemoire, Attorneys-at-Law is a joint venture that consists of the following attorneys:

- Doug Kidd, licensed since 2008. Doug has represented about 3,500 misdemeanor court-appointed clients and about 300 clients in juvenile court in the past five years. Furthermore, Doug has presided over roughly 4,500 misdemeanor cases as chief municipal court judge in the past year and a half.
- Robin Cato, licensed since 1993. Robin has represented about 100 misdemeanor court-appointed clients and about 200 clients in juvenile court in the past five years.
- Matt Easom, licensed since 2012. Matt has represented about 2,000 misdemeanor court-appointed clients and about 150 clients in juvenile court in the past five years.
- Erica Roquemoire, licensed since 2014. Erica has represented about 100 misdemeanor court-appointed clients and about 100 clients in juvenile court in the past five years.

2. Business Address

833 Grogan Street, Lavonia, Georgia 30553.

3. Experience in Criminal Law

Between the four of us, we have represented indigent clients as the sole designated public defender in three cities and four counties in northeast Georgia over the past five years. During

that time, our firm's attorneys have represented approximately 5,700 indigent clients in misdemeanor cases and approximately 750 indigent parents and children in juvenile cases.

In addition to representing clients in misdemeanor criminal cases, attorney Doug Kidd is chief municipal court judge in three cities and associate judge in two cities. Attorney Robin Cato also has experience on the other side of the bench, acting as judge pro tem in Royston Municipal Court on occasion.

Our attorneys know the rules of evidence and rules of procedure and we're comfortable arguing before judges, juries, and appellate courts. We know which traffic infractions cause an automatic suspension of a license and we know what steps officers must follow to properly give field sobriety tests. We also know what procedures DFCS must follow to ensure reasonable efforts have been given to keep children with their families and we know what factors a judge uses to determine when children should be removed from their home. In short, we are highly qualified for both the State Court and Juvenile Court positions.

Furthermore, Doug Kidd has served on the Public Defender Supervisory Panel for the Northern Circuit since 2012, and he is familiar with all policies and standards for indigent defense. All of our attorneys are well-versed in evaluating indigent defense applications and we know how to apply the sliding income and asset scale to ensure applicants qualify for services.

All of the firm's attorneys are in good standing with the State Bar of Georgia and we are licensed to practice in all state and federal trial and appellate courts.

4. Other Government Clients

Kidd, Cato, Easom & Roquemore, Attorneys-at-Law has represented several local governments over the last five years. We have represented Lavonia, Hartwell, Royston, Canon, Bowersville, Elberton, Sky Valley, Gumbranch, Keysville, Jefferson, Franklin County, Hart

County, Stephens County, Elbert County, Madison County, and Oglethorpe County in a variety of roles, including city attorney, judge, prosecutor, public defender, and hearing officer. We've been on just about every side of every issue for which a local government can need an attorney.

5. Resumes

Resumes for the firm's attorneys are attached as Exhibit "A".

6. Differences in Proposal

There are no differences in our proposal and the work specified in the county's RFP.

7. Conflict of Interest

The firm does not have any current or former clients that may pose a conflict of interest if it were to represent indigent defendants in Spalding County.

B. PROPOSED FEES

We propose representing indigent defendants in State Court and Juvenile Court as follows:

FY 2021

State Court	\$275,520
Juvenile Court	<u>\$118,080</u>
Total	\$393,600

FY 2022

State Court	\$282,408
Juvenile Court	<u>\$121,032</u>
Total	\$403,440

FY 2023

State Court	\$289,470
Juvenile Court	<u>\$124,056</u>
Total	\$413,526

As you can see, we are asking for an increase of 2.5 percent per year, which we believe is sufficient to cover for inflation.

These flat fees will cover all incidental and other expenses, as contemplated in the county's RFP specifications.

C. OTHER PROPOSALS

We understand we are an out-of-town firm. But if awarded the contract, we will become an in-town firm. We propose the following:

- We will rent an office in downtown Griffin upon signing the contract for this project. The office will be open Monday- Friday, from 9 am until 5 pm.
- If awarded a three-year contract, we will make reasonable efforts to purchase and renovate an office in downtown Griffin within 6 months of starting the contract.
- At least one attorney and one legal assistant will be in the office every day of the week.
- We will hire at least two legal assistants who are from the Spalding County area. If awarded a three-year contract, we will also hire an associate attorney within the first 12 months of the contract and we will make reasonable efforts to ensure the associate is from the Spalding County area.
- We will keep detailed records of how many people apply for our services, how many people qualify for our services, and what are the outcomes of these cases. These records can be examined by the county at any time.
- We will meet with public defender clients every day of the week, either in court, in the jail, or in the office.

D. REFERENCES

Our attorneys have served in various roles for many local government entities across the state.

City of Bowersville
1126 West Main Street
Bowersville, GA 30516
706-245-8971

Pruitt Manley, Mayor
Debbie Walker, City Clerk
Served as city attorney for 4 years.

City of Sky Valley
3444 Hwy. 246
Sky Valley, GA 30537
706-746-2204

Hollie Steil, Mayor
Ella Fast, City Manager
Served as city attorney for 2 years.

City of Gumbranch
5334 Hwy. 196W
Gumbranch, GA 31313
912-876-5945

Richard Strickland, Mayor
Evelyn Strickland, City Clerk
Appointed city attorney in August 2019.

City of Keysville
P.O. Box 159
Keysville, GA 30816
706-547-3007

Linda Wilkes-Davis, Mayor
Meschery Pollard, City Manager
Appointed city attorney in August 2019.

City of Bowman
25 Prince Ave.
Bowman, GA 30624
706-245-5432

Pete Gibbons, former Mayor
Betty Jo Maxwell, former Mayor
Dawn Royston, former City Clerk
Served as city attorney for 7 years and advised on a broad range of municipal issues.

City of Lavonia
851 Grogan Street
Lavonia, GA 30553
706-356-4848

Bruce Carlisle, Police Chief
Served as chief municipal court judge since August 2018. Previously served as public defender for 3 years.

City of Hartwell
456 East Howell Street
Hartwell, GA 30643
706-856-3226

Anthony Davis, Police Chief
Served as chief municipal court judge since August 2018.

City of Canon
5071 Hwy. 17
Canon, GA 30520
706-245-8155

Harold McCroskey, Police Chief
Served as chief municipal court judge since August 2018.

City of Jefferson
147 Athens Street
Jefferson, GA 30549
706-367-5121

State Court of Elbert County
115 Heard Street
Elberton, GA 30635
706-283-8240

Oglethorpe County Probate Court
111 W. Main Street
Lexington, GA 30648
706-743-5350

Municipal Court of Elberton
17 East Church Street
Elberton, GA 30635
706-283-8222

Franklin County Probate Court
7085 Hwy. 145, Suite A
Carnesville, GA 30521
706-384-2403

Franklin County Magistrate Court
7085 Hwy. 145, Suite B
Carnesville, GA 30521
706-384-7473

Hart County Probate Court
185 West Franklin Street
Hartwell, GA 30643
706-384-7473

Priscilla Murphy, City Manager
Served as associate municipal court judge over environmental court since July 2019.

Steve Jenkins, Judge

Served as public defender for 3 years and negotiated pleas and tried cases involving DUI, traffic tickets, and other misdemeanors.

Kayla Harris Miller, Judge

Served as public defender for 4 years and negotiated pleas and tried cases involving DUI, marijuana possession, and traffic tickets.

Robert Johnson, Judge

Served as public defender for 4 years

Ken Eavenson, Judge

Served as public defender for 6 years and negotiated pleas and tried cases involving DUI, marijuana possession, and traffic tickets.

Cody Grizzle, Judge
706-491-0249

Served as public defender for 6 years and negotiated pleas and tried cases involving disorderly conduct, marijuana possession, and other county ordinance violations.

Merry Kirk, Judge

Served as public defender for 6 years and negotiated pleas and tried cases involving disorderly conduct, marijuana possession, and other county ordinance violations.

Franklin County Board of Elections
211 Athens Street
Carnesville, GA 30521
706-384-4390

Gina Kesler, Supervisor
706-654-8172
*Served as chairman for five
years, helping to interpret state
election law and setting policy for
board.*

E. INSURNACE

The firm currently has malpractice insurance through Travelers Insurance, with a \$250k per occurrence and \$500k aggregate minimum. If selected for the Spalding County position, we will increase the liability coverage to at least \$2 million per claim.

The firm also has liability and workers compensation insurance that will be maintained throughout a possible term as public defender at the \$1 million per occurrence limits required by the contract.

F. SCOPE OF WORK

The firm's members have read the scope of work and general specifications of the RFP and we consent to them as the duties we would have to perform as public defender, without any exceptions.

G. PENDING LAWSUITS

The firm does not have any pending lawsuits in which it or a firm's member are a named party.

H. CONCLUSION

We appreciate your consideration of our firm for the role of public defender for indigent clients in State Court and Juvenile Court for Spalding County. We would like the opportunity to provide high quality legal services at a reasonable cost while being responsive and accessible to the people of Spalding County.

If there are any questions, please do not hesitate to let us know.

Sincerely,

A handwritten signature in blue ink, appearing to read 'DK', is written over the printed name 'Douglas Kidd'.

Douglas Kidd,

on behalf of the joint venture Kidd, Cato, Easom & Roquemoire, Attorneys-at-Law

Douglas T. Kidd

P.O. Box 628

Lavonia, GA 30553

Office: (706) 356-1778 | Cell: (706) 491-9298

douglas.terry.kidd@gmail.com

Attorney	Law Office of Douglas T. Kidd, P.C., Solo (November 2008 – Present) Experienced in civil litigation, from client intake, pleading and discovery to motions, summary judgment hearings and appeals. <ul style="list-style-type: none">Handled dozens of bench trials, jury trials, motion hearings and appeals in Magistrate, Juvenile, Probate, Superior, and Appeals courts.Drafted wills, leases, contracts, shareholder agreements and other transactional documents for businesses and individuals.
City Attorney	City of Bowersville, GA (March 2016 – Present) City of Sky Valley, GA (February 2018 – Present) City of Keysville, GA (August 2019 – Present) City of Gum Branch, GA (August 2019 – Present) City of Bowman, GA (January 2010 – January 2013; February 2014- February 2018) <ul style="list-style-type: none">Drafted ordinances, reviewed and drafted contracts, and set up Open Records compliance system for small municipalities.Successfully argued case in front of State Elections Board, getting elections fraud charge dismissed against City.
Chief Judge	Municipal Court of Lavonia, GA (August 2018 – Present) Municipal Court of Hartwell, GA (August 2018 – Present) Municipal Court of Canon, GA (August 2018 – Present)
Associate Judge	Municipal Court of Jefferson, GA (June 2019 – Present) Municipal Court of Royston, GA (March 2019 – Present)
Public Defender	Appointed attorney for misdemeanor and juvenile cases. Franklin County Probate Court, (January 2014 – Present) Franklin County Magistrate Court, (January 2014 – Present) City of Lavonia Municipal Court, (March 2015 – July 2018) Hart County Probate Court, (January 2016 – Present) Stephens County Juvenile Court, (May 2018 – Present)
Newspaper Experience	Copy Editor/ Page Designer, (March 2003 – July 2005) Chattanooga Times Free Press, Chattanooga, TN
Bar Admissions	State of Georgia (2008) Supreme Court of Georgia (2009) Georgia Court of Appeals (2009) U.S. Supreme Court (2012) U.S. Court of Appeals, Eleventh Circuit (2012) U.S. District Court, Middle District of Georgia (2012)
Memberships, Boards	President, Northern Circuit Bar Association (2012), Vice-President (2011) Member, Public Defender Supervisory Panel, Northern Circuit (2012 – Present) Chairman, Franklin County Board of Elections (2015 – Present)
Education	Stetson University College of Law, J.D. (May 2008) Georgia Southern University, B.S. Journalism (December 2002)



ROBIN ELIZABETH CATO, JD

234 ROLLING HILLS DRIVE ROYSTON, GA 30662
404.518.3406 GA Bar No. 116820 robincato@gmail.com

SUMMARY

Attorney with hands on experience in managing national nonprofit. Managing many layers of compliance and tasks with emphasis on high level relationship management. Proven record of excellent character and job performance.

Expertise includes:

- | | | |
|---------------------------|-----------------------|-----------------------|
| • Relationship Management | • Organization Skills | • Communicator |
| • Compliance | • Multitasks | • Result Oriented |
| • Leadership | • Collaborative | • Resolving ambiguity |

PROFESSIONAL EXPERIENCE

SOLE PRACTITIONER, ATTORNEY AT LAW, LLC, Franklin Springs, Georgia 2015-PRESENT
General practice including Wills & Estate Planning, Court appointed Juvenile Court, Contract Disputes, Family Law, Divorce and Custody Modifications, TPO's Emergency Family Law, Adoptions, and Crminal Matters

PUBLIC DEFENDNDER FOR THE CITY OF LAVONIA, GEORGIA, Lavonia, Georgia, 2019 - PRESENT
Handles all qualifying cases as the Public Defender for the City of Lavonia. DUI, Traffic Citations, Disorderly Conduct, Possession and other criminal charges.

THE SOCIETY FOR THE ADVANCEMENT OF SEXUAL HEALTH, Lavonia, Georgia
Executive Director 2000 – 2015

Responsibilities:

Executive Director of a national nonprofit organization of 600, maintained \$300,000 budget, implemented national conferences and national training programs specializing in the treatment of behavioral addictions.

Key Accomplishments:

- Managed all aspects of the national organization with \$300,000 budget.
- Maintained close working relationship with a 12 member board.
- Promoted organization to national media, writing project grants for SASH,
- Maintained all business aspects such as payroll, taxes, license, and compliance.
- Administered annual national conference of 500 people over 4 days which included choosing hotels nationwide, managing contract negotiations, all

event planning activities, all printing and publications, choosing speakers, administering registration.

- Created and Directed National Training Program managed details of marketing, implected actual training sites.
- Maintained website and online training program.

SOLE PRACTITIONER, ATTORNEY AT LAW, LLC , Lavonia, Georgia 1997- present
Attorney

General practice including Wills & Estate Planning, Juvenile Court, Contract Disputes, Misdemeanors, State Court Plea and Arraignment Calendar, Divorce and Custody Modifications.

EMMANUEL COLLEGE, Franklin Springs, Georgia 2015 – present
Adjunct Professor

Taught business and Constitutional Law

JOHN MARSHALL LAW SCHOOL, Atlanta, Georgia 1997 – 2005, 2013-2014
Adjunct Professor of Law

Taught research, and legal writing and philosophy/jurisprudence.

JOHN MARSHALL LAW SCHOOL, Atlanta, Georgia 1997 - 2000
Director of Admissions

Director of Admissions: process and review all student documentation, facilitate the admissions committee review process, address questions from the public and potential students, document all applications and student data, recruitment and other educational duties. Committee for ABA Accreditation Team.

EDUCATION

MISSISSIPPI COLLEGE SCHOOL OF LAW, Jackson, Mississippi; Doctor of Jurisprudence
May 1993; Admitted to Georgia Bar - 1993

STETSON UNIVERSITY, DeLand, Florida; B.A. English; 1983

EMMANUEL COLLEGE, Franklin Springs, Georgia; A.A. General Education; 1981

CERTIFICATIONS

Conference Meeting Management Certificate (CMMC), Spring, 2005
University of Georgia

PUBLICATIONS

Northeast Georgia Living Magazine, article, Summer 2009

Northeast Georgia Living Magazine, article, Fall 2010

Making Advances, Book, Published Fall 2012

SPEAKING ENGAGEMENTS

National Council on Problem Gambling, Kansas City, MO June 2008
Emmanuel College, Franklin Springs, GA Spring 2009
The Trauma Conference, Cumberland Furnace, TN, June 2010
The Society for the Advancement of Sexual Health Conference, Boston, September 2010
ATPSB Training Faculty, San Antonio, TX, September 2012 Legal and Ethical Issues
ATPSB Training Faculty, Nashville, TN, January 2013 Legal and Ethical Issues

CIVIC DUTIES

Franklin County, Georgia, Board of Education Member Elected 07/2010
4 year term 2010-2014, 2nd Term - 2015-2018, 3rd Term - 2018-2022
Royston-Franklin Springs Pilot Club Past President 2014-2015
Royston-Franklin Springs Pilot Club President 2013-2014
Royston-Franklin Springs Pilot Club, Director 2008-2013
Emmanuel College National Alumni Board President - 2014-2019
Emmanuel College National Alumni Board 2009-present
Vice-President, Emmanuel College National Alumni Board 2010 - present
Emmanuel College Board of Trustees- 2009 - present
Leadership Franklin Officer Franklin County Chamber of Commerce 2008-2010
Franklin County Republican Party, General Counsel 2010-present
LifeSprings Community Church Administrative Council March 2013- present
Board of Directors Member Harmony House Child Advocacy Center 2009-2012

Phone: (706) 988-2924
dmeasom@gmail.com

David M. Easom

1098 Double Bridges
Elberton, GA 30635

Bar Membership

State of Georgia

2012-Present

Education

Georgia State Law, Atlanta, Ga

2009 – 2012

Juris Doctor, May 2012

Class standing: 19th out of 188

GPA 3.72, Magna Cum Laude

Land Use Law Award, Spring 2012

CALI Awards (indicative of highest grade awarded in that class): Criminal Procedure, Land Use, Construction Law

Emmanuel College, Franklin Springs, Ga.

2009

BS in Pre-law, Minor in Biology

Honor Graduate of Pre-Law program

Commuter Student Council

College Activity Board

Achiever scholarships

Experience

Easom & Roquemoire, LLC, Partner
Present

2020-

- Managing partner in firm, specializing in criminal defense and family law

Elberton Municipal Court, Public Defender
Present

2016-

- Solely responsible for all public defender services for Municipal Court

Hartwell Municipal Court, Public Defender
Present

2016-

- Solely responsible for all public defender services for Municipal Court

Oglethorpe County Probate Court, Public Defender
Present

2016-

- Solely responsible for all public defender services for Probate Court

Elbert County State Court, Public Defender
Present

2017-

- Solely responsible for all public defender related services for State Court

Berelc Law Office, P.C.

2015-2020

- Worked independently managing firm's criminal and family practice

Davison & Davison, P.C., Associate Attorney

2013-2015

- Litigation and Research Associate
- Managed wide variety of and high volume of criminal and civil matters
- Extensive criminal focus

Richard D. Campbell Law, LLC, Law Clerk

2012

- Research, writing, and court appearances on wide variety of criminal and legal matters

District Attorney's Office, Northern Judicial Circuit, Elberton, Ga, Summer Intern

2010

- Drafted legal memorandum regarding the constitutionality of police search and seizure
- Organized witness lists
- Observed Grand Jury proceedings.

Erica C. Roquemore

P.O. Box 147, Royston, Georgia 30662 * Phone: (706)255-6903 * e-mail: erica@easomroquemore.com

EDUCATION

Faulkner University, Thomas Goode Jones School of Law Montgomery, AL
Juris Doctor, December 2013
Honors: Certificate in Alternative Dispute Resolution
Activities: Women's Legal Society

Athens Technical College Athens, GA
Associate of Applied Sciences in Paralegal Studies, August 2010
Honors: President's List 2009-2010
Phi Theta Kappa Honor Society
Alpha Beta Gamma Honor Society
Activities: Student Paralegal Association President

Emmanuel College Franklin Springs, GA
Bachelor of Science in Pre-Law, May 2009
Honors: Dean's List Fall and Spring 2008, Spring 2009
Activities: Pre-Law Society
Commuter Student Council

EXPERIENCE

Bar Membership
State of Georgia, 2014-Present

Easom and Roquemore, LLC Royston, GA
Managing Partner, February 2020 - Present

- General practice firm, specializing in criminal defense and family law

Franklin County Municipal Court Carnesville, GA
Reserve Prosecutor, 2018 - Current

Berele Law Office, P.C. Lavonia, GA
Associate Attorney, October 2016 – January 2020

- General practice firm, Independently managed firm's personal injury practice.

Davison & Davison, P.C. Royston, GA
Associate Attorney, February 2015-September 2016

- Assisted in all stages of criminal defenses.
- Created files and maintained personal injury caseload.

Daniels & Rothman, P.C.

Athens, GA

Criminal Defense Summer Intern, Summer 2012

- Prepared files in anticipation of litigation.
- Assisted attorneys in document preparation.
- Reviewed client matters and aided in creating case plans.

Daniels & Rothman, P.C.

Athens, GA

Paralegal, July 2010-August 2011

- Managed client files.
- Assisted attorneys in depositions and court hearings.



Travelers 1st Choice+®

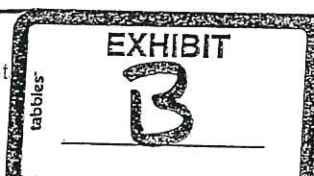
LAWYERS PROFESSIONAL LIABILITY COVERAGE
DECLARATIONS

POLICY NO. 105252988

Travelers Casualty and Surety Company of America
Hartford, Connecticut
(A Stock Insurance Company, herein called the Company)

IMPORTANT NOTE: This is a claims-made policy. To be covered, a claim must be first made against an insured during the policy period or any applicable extended reporting period. The limit of liability available to pay settlements or judgments will be reduced, and may be exhausted, by defense expenses. The deductible applies to defense expenses. Please read the policy carefully.

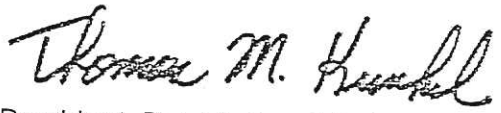
ITEM 1	<p>NAMED INSURED: LAW OFFICE OF DOUGLAS T KIDD, PC</p> <p>DBA:</p> <p>Principal Address: 833 GROGAN STREET P.O. BOX 628 LAVONIA, GA 30553</p>
ITEM 2	<p>POLICY PERIOD: Inception Date: March 18, 2020 Expiration Date: March 18, 2021 12:01 A.M. local time both dates at the Principal Address stated in ITEM 1.</p>



ITEM 6	ADDITIONAL BENEFITS LIMITS: Crisis Event Expenses Limits: \$10,000 for each Crisis Event \$30,000 for all Crisis Events Disciplinary or Regulatory Proceeding Expenses Limits: \$10,000 for each Disciplinary or Regulatory Proceeding \$20,000 for all Disciplinary or Regulatory Proceedings
ITEM 7	PREMIUM FOR THE POLICY PERIOD: \$3,157.00 Policy Premium
ITEM 8	OPTIONAL EXTENDED REPORTING PERIODS: Additional Premium Percentage: Additional Months: 125% 12 185% 24 200% 36 250% 60 300% Unlimited
ITEM 9	FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE: LPL-1001-1108; PTC-2011-1108; PTC-2035-0117; PTC-1001-1108; PTC-19006-0315; PTC-2067-0411; PTC-3010-1214

The Declarations, the Professional Liability Terms and Conditions, the Professional Liability Coverage, and any endorsements attached thereto, constitute the entire agreement between the Company and the Insured.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.



President, Bond & Specialty Insurance



Corporate Secretary



SPALDING COUNTY, GEORGIA

REQUEST FOR PROPOSALS

BID 2020-00104

For
Indigent Defense in State and Juvenile Court of Spalding County

ISSUE DATE: MARCH 20, 2020

BID DUE DATE: Friday, April 17, 2020 at 2:00 PM (EST) in HARD COPY.

Electronic submissions via email or fax will NOT be accepted.

Instructions to Bidders

Questions should be directed in writing to the Spalding County Purchasing Department,
Terri Bass, via email to: tbass@spaldingcounty.com

The deadline to submit questions is Friday, April 3, 2020 at 5:00 PM (EST).

All spaces below are to be filled in and the BID FORM must be signed where indicated.
Failure to sign and return all required documents may result in rejection of the bid.

Company Name: Kidd, Cato, Ensom & Roquemore
Contact Name: Doug Kidd
Address: 833 Grogan Street, P.O. Box 629, Luverne GA 30553
Telephone: 706-356-1778
Fax: 706-356-1805
Email: douglas.terry.kidd@gmail.com

AFFIDAVIT OF ACKNOWLEDGMENT AND NON-COLLUSION

STATE OF Georgia

COUNTY OF Franklin

Personally, appeared before me, the undersigned, Doug Kidd,
who, being duly sworn, deposes and states:

I am 18 years or older, and this Affidavit is based upon my personal knowledge and understanding.

I am a general partner or officer of the below named contractor (hereafter "Contractor") and am authorized to submit the attached proposal.

I have carefully read and fully understand the foregoing Request for Proposals, including, but not limited to the General Conditions and Specifications.

Neither the Contractor nor any of its employees or agents has by any means prevented or attempted to prevent competition in responding to the Request for Proposals, nor has Contractor or any of its employees or agents prevented or attempted to prevent anyone from submitting a proposal. Furthermore, neither Contractor nor any of its employees or agents have caused or induced another to withdraw a proposal.

Further, Affiant sayeth not.

Under seal this 15th day of April, 2020.

BY: [Signature]

Printed Name: Doug Kidd

Title: President

Contractor: Kidd, Cato, Emuel Raymond

Address: PO Box 628

Lawrence, GA 30553

Phone: 706-356-1779

Email: doug.lns.terry.kidd@gmail.com

Sworn to and subscribed before me
this 15 day of April, 2020.

Emily Baker
Notary Public

My commission expires:



GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT

CONTRACTOR AFFIDAVIT & AGREEMENT PURSUANT TO O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned (hereafter "Contractor") verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Spalding County, Georgia, a political subdivision of the State of Georgia, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Contractor agrees that it will continue to use the federal work authorization program throughout the contract period and will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor further agrees to maintain records of such compliance and to provide a copy of each such verification to Spalding County at the time the subcontractor is retained to perform such service and in no event later than five business days after Contractor's receipt.

Under penalty of perjury, Contractor attests that the foregoing is true and that its federal work authorization user identification number and date of authorization are as stated below.

Federal Work Authorization
User Identification Number

Kidd, Gino, Enson & Roquemore
Name of Contractor

Indigent Defense
Name of County Project

April 15, 2020
Date Affidavit Executed

Date of Authorization for Federal Work
Authorization User Identification Number

[Signature]
Signature of Authorized Officer or Agent

Doug Kidd
Printed Name of Authorized Officer or Agent

President
Title of Authorized Officer or Agent

Subscribed and sworn before me on this 15
day of April, 20 20 in
Lavonia [city], GA [state].

Emily Baker
NOTARY PUBLIC
My Commission Expires 10/2/2023



NOTE: A contractor or subcontractor who has no employees and does not hire or intend to hire employees for satisfying or completing the terms and conditions of any part or all of the original contract with the County shall instead provide a copy of the state issued driver's license or state issued identification card and a copy of the state issued driver's license or identification card of each independent contractor utilized in the satisfaction of any part or all of the original contract with the County. The driver's license or identification card shall only be accepted in lieu of an affidavit if it is issued by a state within the United States that verifies lawful immigration status prior to issuing a driver's license or identification card. If a contractor or subcontractor later determines that he or she will need to hire employees to satisfy or complete the physical performance of services under an applicable contract, he or she shall first comply with the affidavit requirements of O.C.G.A. § 13-10-91(b)(5).

Updated 12/15/14



SPALDING COUNTY BOARD OF COMMISSIONERS CSBG 2020 Budget Amendment #2

Requesting Agency

County Clerk

Requested Action

Consider request from Three Rivers Regional Commission to amend the FY2020 CSBG Budget to reflect additional funding in the amount of \$9,988 to be added to the Nutritional Program.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

The Department of Human Resources has advised that Spalding County has been allotted an additional amount of \$9,988 as part of Amendment 2. The additional funds will be utilized for Nutritional Services and Administration.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> FY2020 CSBG Amendment #2 Budget	4/3/2020	Backup Material
<input type="checkbox"/> FY2020 CSBG Budget Narrative	4/3/2020	Backup Material
<input type="checkbox"/> FY2020 CSBG Amendment #2 Application	4/3/2020	Backup Material

FY'20 SPALDING COUNTY REVISED CSBG BUDGET

Program/Service	Carryover Amount	Revised Budget	Amendment 2 Amount	New Amended Budget
SALVATION ARMY				
<i>Educational and Cognitive Development</i>				
Tutoring/Other Child Education Support				
After-School Tutoring				
Salaries	\$ 7,300.00	\$ 23,300.00		\$ 23,300.00
FICA	\$ 850.00	\$ 2,150.00		\$ 2,150.00
Worker's Comp		\$ 600.00		\$ 600.00
Supplies		\$ 500.00		\$ 500.00
Snacks		\$ 500.00		\$ 500.00
Equipment		\$ 500.00		\$ 500.00
Total	\$ 8,150.00	\$ 27,550.00		\$ 27,550.00
Summer Tutoring Program				
Salaries	\$ 12,000.00	\$ 18,000.00		\$ 18,000.00
FICA	\$ 398.09	\$ 898.09		\$ 898.09
Worker's Comp		\$ 400.00		\$ 400.00
Supplies	\$ 500.00	\$ 1,000.00		\$ 1,000.00
Snacks	\$ 500.00	\$ 1,000.00		\$ 1,000.00
Transportation	\$ 1,500.00	\$ 2,000.00		\$ 2,000.00
Total	\$ 14,898.09	\$ 23,298.09		\$ 23,298.09
Administrative Costs - Ed and Cogn Dev. Program				
EasyTrak Software		\$ 2,350.00		\$ 2,350.00
CSBG Program Training Costs	\$ 1,400.00	\$ 2,250.00		\$ 2,250.00
TRRC Grant Admin	\$ 2,827.50	\$ 13,940.50		\$ 13,940.50
	\$ 4,227.50	\$ 18,540.50		\$ 18,540.50
GRAND TOTAL FOR EDUCATION/COG DEV	\$ 27,275.59	\$ 69,388.59		\$ 69,388.59
SPALDING COUNTY SENIOR NUTRITION PRG				
<i>Health and Social/Behavioral Development</i>				
Senior Nutrition Program				
Home Delivered Meals	\$ 2,500.00	\$ 77,000.00	\$ 5,490.00	\$ 82,490.00
Equipment	\$ 1,500.00	\$ 2,500.00		\$ 2,500.00
Total	\$ 4,000.00	\$ 79,500.00	\$ 5,490.00	\$ 84,990.00
SPALDING COUNTY COLLABORATIVE				
Youth Nutrition Program				
Youth Back-Pack Meal Program	\$ 2,200.00	\$ 18,447.00	\$ 3,000.00	\$ 21,447.00
Total	\$ 2,200.00	\$ 18,447.00	\$ 3,000.00	\$ 21,447.00
Administrative Costs - Health and Soc/Behav Prg				
EasyTrak Software		\$ 2,350.00		\$ 2,350.00
CSBG Program Training Costs	\$ 1,400.00	\$ 2,250.00		\$ 2,250.00
TRRC Grant Admin	\$ 2,827.50	\$ 13,940.50	\$ 1,498.00	\$ 15,438.50
	\$ 4,227.50	\$ 18,540.50	\$ 1,498.00	\$ 20,038.50
GRAND TOTAL FOR NUTRITION PI	\$ 10,427.50	\$ 116,487.50		\$ 126,475.50
TRRC ADMINISTRATIVE FEES	\$ 5,655.00	\$ 27,881.00	\$ 1,498.00	\$ 29,379.00
PROGRAM TOTALS	\$ 32,048.09	\$ 157,995.09	\$ 8,490.00	\$ 166,485.09
GRAND TOTAL	\$ 37,703.09	\$ 185,876.09	\$ 9,988.00	\$ 195,864.09

**SPALDING COUNTY FY'20
AMENDMENT 2 FUNDING**

Spalding County CSBG Program received initial FY'20 funding in the amount of \$148,173,000. In February 2020, a total of \$37,703.09 was received in Carryover funding, bringing the total amount of funds to \$185,876.09.

The Department of Human Services has advised that Spalding County has been allotted an additional amount of \$9,988 as a part of Amendment 2. The additional funds will be utilized for Nutritional Services and Administration.

Based upon the amount received, the Amendment 2 Funding has been budgeted as follows:

Program	Amount
Senior Nutrition Program	
Home Delivered Meals	\$ 5,490.00
Youth Backpack Meal Program	\$ 3,000.00
Administrative Services/Training/Licensing	\$ 1,489.00
TOTAL	\$ 9,988.00

The total amount of CSBG funding for the year will now be \$195,864.09. A detailed breakdown of this budget is attached.

2020

4/1/2020

Community Action Plan (CAP)

CSBG Statute Service Category: Education and Cognitive Development

* I=Individuals H=Households A=All Impacted U=Units

Service Category No	Service Activity	Units to Serve	Activity Description	Unit Type	ROMA Outcome No	Direct Measure Indicator	*Measure Type	Expected to Achieve	Measurement Tool(s)
2.1.2.3a	Before/After School Activities	40	(2.12A) Before/After School Sessions Students aged 6 to 12 will be enrolled in an Afterschool and Summer Tutorial Program provided by the Salvation Army's Community Center for Boys and Girls. Students will be provided assistance in improving their educational success.	40 Session	1.2	03 : The number of children and youth who demonstrate improved positive approaches toward learning, including improved attention skills (Total unduplicated)	I	25	EasyTrak

2020

Community Action Plan (CAP)

SPALDING COUNTY CSBG C/O THREE RIVERS RC

4/1/2020

CSBG Statue Service Category: Education and Cognitive Development

* I=Individuals H=Households A=All Impacted U=Units

Budget Information

Funding Sources	
CSBG Allocation	Amount
CSBG	
After School and Summer Tutorial Programs	\$69,388.59
	\$69,388.59

Total Funds \$69,388.59

2020

SPALDING COUNTY CSBG C/O THREE RIVERS RC

Community Action Plan (CAP)

4/1/2020

CSBG Statute Service Category: Health and Social/Behavioral Development

* I=Individuals H=Households A=All Impacted U=Units

Service Category No	Service Activity	Units to Serve	Activity Description	Unit Type	ROMA Outcome No	Direct Measure Indicator	Measure Type	Expected to Achieve	Measurement Tool(s)
5.1.5.7d	Prepared Meals	5,000	(5.35) Prepared Meals The Spalding County Senior Nutrition Program will enroll, prepare and deliver Home Delivered Meals to 26 clients during the year. Each client will receive one meal per day for 250 days per year.	Meals	1.5	02 : The number of individuals who demonstrate improved health and well-being	I	26	Customer Statement, Sub-Contractor Report
5.2.5.1g	Food Bank Development	1	(5.48) Food Bank Development Init	Initiatives/Facilities	2.5	04 : The number of accessible and affordable healthy food resources created in the identified community	U	0	

2020

Community Action Plan (CAP)

SPALDING COUNTY CSBG C/O THREE RIVERS RC

4/1/2020

CSBG Statue Service Category: Health and Social/Behavioral Development

* I=Individuals H=Households A=All Impacted U=Units

Budget Information

Funding Sources	
CSBG Allocation	Amount
CSBG	
Senior and Youth Nutrition Programs	\$126,475.50
	\$126,475.50

Total Funds \$126,475.50

2020

4/1/2020

Community Action Plan (CAP)

CSBG Statute Service Category: Services Supporting Multiple Domains									
* I=Individuals H=Households A=All Impacted U=Units									
Service Category No	Service Activity	Units to Serve	Activity Description	Unit Type	ROMA Outcome No	Direct Measure Indicator	*Measure Type	Expected to Achieve	Measurement Tool(s)
7.1.7.2a	Eligibility Determination	68	(7.02) Senior Meals Enrollment Enrollment in the CSBG funded senior meals program	28 Enrollment	1.5	99c : The number of individuals who obtained access to food	A	28	Proxy Outcome: Service Log
			(7.02B) Before/After School Enrollment	40 Application	1.2	03b Of those recordd in 1.2.03, the number of children who were in grades 1-8	I	25	Pre/Post Test

2020

Community Action Plan (CAP)

SPALDING COUNTY CSBG C/O THREE RIVERS RC

4/1/2020

CSBG Statute Service Category: Services Supporting Multiple Domains

* I=Individuals H=Households A=All Impacted U=Units

GEORGIA DEPARTMENT OF HUMAN SERVICES - CSBG CONTRACTOR PROPOSAL

Legal Contractor Name: Spalding County Board of Commissioners

Contract Period: 5/1/2020 - 9/30/2020

Line Items	Total CSBG Proposals	Employment	Education and Cognitive Development	Income, Infrastructure and Asset Building	Housing	Health and Social/Behavioral Development (Nutrition)	Civic Engagement and Community Involvement	Services Supporting Multiple Domains	Linkages (Partnerships supporting multiple domains)	Agency Capacity Building	Other	TOTAL
Salary/Wages	\$41,300.00		\$41,300.00									\$41,300.00
Fringe Benefits	\$4,048.09		\$4,048.09									\$4,048.09
Travel	\$0.00											\$0.00
Consumable Supplies	\$82,490.00					\$82,490.00						\$82,490.00
Rent/Maintenance	\$0.00											\$0.00
Insurance & Bonding	\$0.00											\$0.00
Transportation	\$0.00											\$0.00
**Other	\$0.00											\$0.00
Equipment	\$2,500.00					\$2,500.00						\$2,500.00
Subcontracts	\$26,947.00		\$5,500.00			\$21,447.00						\$26,947.00
Administration Cost	\$38,579.00		\$18,540.50			\$20,038.50						\$38,579.00
TOTALS	\$195,864.09		\$69,388.59			\$126,475.50						\$195,864.09

NOTE: The salaries and fringe benefit amounts listed for the Education and Cognitive Development category above are broken down on the attached CSBG Supported Salaries for the teachers paid to provide tutorial services. The administrative costs above includes a portion of the salary and fringe benefits for the Program Coordinator, listed as Jeannie Brantley on the CSBG Supported Salaries.

CSBG SUPPORTED SALARIES

Legal Contractor Name: Spalding County Board of Commissioners

Contractor Period: From: 5/1/20 To: 9/30/20

Name	Position	Position Title	Amount Paid by CSBG	Fringe Benefits
Carl McKinney	After-School and Summer Program - Youth & Family Development Program	Certified Teachers and Counselors for After-School and Summer Programs	\$12,500.00	\$1,150.00
Vacant	After-School and Summer Program - Youth & Family Development Program	Certified Teachers and Counselors for After-School and Summer Programs	\$9,500.00	\$958.09
John Leaks	After-School and Summer Program - Youth & Family Development Program	Certified Teachers and Counselors for After-School and Summer Programs	\$9,650.00	\$970.00
Shannon Shaw	After-School and Summer Program - Youth & Family Development Program	Certified Teachers and Counselors for After-School and Summer Programs	\$9,650.00	\$970.00
Jeannie Brantley	CSBG Grant Administrator	TRRC Planning Director	\$9,200	\$10,100.00
TOTAL			\$50,500.00	\$14,148.09

NOTE: The first four salaries and fringe benefit amounts listed above tie back into the salaries and fringe benefit amounts as provided on the CSBG Contractor Proposal for the Education and Cognitive Development Program. The salary and fringe amounts listed for Jeannie Brantley are included in the amount listed in the Administrative Cost Line Item as provided on the CSBG Contractor Proposal.



CONTRACT BUDGET AND MONTHLY CUMULATIVE EXPENDITURE REPORT

ANNEX F

Contractor: Spalding County

CSBG PROGRAM

Contract Number: # 42700-040-0000088063

Contract Month: _____

Contractor's Expenditure/Account #: 58-6000886

Electronic Funds Transfer?	Yes <u>X</u>	(Must have completed authorization for ACH on file) No _____
Remit Checks or Remittance Advise to:		
Name: <u>Spalding County</u>	Address: <u>P O BOX 1087</u>	
Attn: <u>Jinna Garrison</u>	City/State/Zip: <u>GRIFFIN, GA 30224</u>	

Type Expense	Approved Budget	Prior Cumulative Expenses	Current Month	Year to Date	Balance of Funds
1. Employment					
2. Education and Cognitive Development	\$69,388.59				
3. Income, Infrastructure and Asset Building					
4. Housing					
5. Health and Social/Behavioral Development (includes nutrition)	\$126,475.50				
6. Civic Engagement and Community Involvement					
7. Services Supporting Multiple Domains					
8. Linkages (e.g. partnerships that support multiple domains)					
9. Agency Capacity Building					
10. Other (e.g. emergency management/disaster relief/discretionary funds)					
TOTAL	\$195,864.09				

Of the CSBG funds reported above, report the total amount used for Administration:

\$

I, the undersigned, certify that the expenditures reported have been made for program accomplishments within the approved budgeted items:

Prepared by:

Approval for Payment:

Contractor Signature

Signature of DHS Approving Authority

Gwen Flowers-Taylor, Chairperson
Name and Title

Typed Name and Title

Date

Phone

Date Approved



SPALDING COUNTY BOARD OF COMMISSIONERS MOU Spalding County Archway Partnership

Requesting Agency

County Clerk

Requested Action

Consider approval of a Memorandum of Understanding between the Spalding County Board of Commissioners, the City of Griffin, the Griffin-Spalding Board of Education and the Board of Regents of the University System of Georgia to continue the Spalding County Archway Partnership.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

FY 2021 will be our sixth year as an Archway Community.

Fiscal Impact / Funding Source

Total cost \$60,000 with each entity funding \$20,000.

Included in the recommended FY 2021 Budget.

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
❏ MOU-Griffin-Spalding Archway Partnership	4/27/2020	Backup Material
❏ Griffin-Spalding Archway Overview	4/27/2020	Backup Material

MEMORANDUM OF UNDERSTANDING

Spalding County Archway Partnership

This **MEMORANDUM OF UNDERSTANDING** (this “**Agreement**”) is made and entered into as of July 1, 2020 by and among the Spalding County Board of Commissioners (the “**County**”), the City of Griffin (the “**City**”), and the Griffin-Spalding County Board of Education (the “**Board of Education**”), and together with the County, the City, and the Board of Education, the “**Spalding County Partners**”), and the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia (for purposes of this Agreement referred to herein as the “**UGA Archway Partnership**”), and the Office of the Vice President for Public Service and Outreach (the “**OVPPSO**,” and together with the UGA Archway Partnership, the “**UGA Partners**”).

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

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

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

NOW THEREFORE the parties hereto agree as follows:

SECTION I

The UGA Partners shall:

1. Agree to facilitate the work of the Executive Committee in support of the overall goals of the Spalding County Archway Partnership, assist in identifying the public educational needs for the community, facilitate cooperation between community organizations and the Griffin-Spalding County School System to address those needs, and advise the Griffin-Spalding County Board of Education how to address the educational needs of the community.
2. Subject to Section III, Paragraph 7 herein, employ a UGA faculty member (the “**Archway Professional**”) who will dedicate time as needed to the project and work directly with the Spalding County Archway Partnership’s Executive Committee. Such Archway Professional may, in the sole discretion of the UGA Partners, be a full- or part-time employee of UGA.
3. Establish minimum qualifications and determine the total salary to be paid to the Archway Professional, and agree to perform periodic evaluations of the Archway Professional in accordance with UGA human resources rules and regulations as any other UGA employee.
4. Have the right to terminate or transfer the Archway Professional for any reason at any time. In either such case, the UGA Partners agree that they will seek to replace the Archway Professional in accordance with the qualifications and salary guidelines described in Section 1, Paragraph 3 herein and subject to Section III, Paragraph 7 herein.

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

SECTION II

The Spalding County Partners shall:

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

SECTION III

The Participants Mutually Agree:

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

2. The Spalding County Partners will pay to the UGA Archway Partnership a total FIXED FEE of \$60,000 for the period beginning on July 1, 2020 through June 30, 2021 (the “**FY2021 Community Fee**”).

3. The Spalding County Partners are committed to funding the FY2021 Community Fee as follows:

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

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

Spalding County Board of Commissioners
Attn: Gwen Flowers-Taylor, Chairperson
P.O. Box 1087
Griffin, GA 30224

City of Griffin
Attn: Mayor Doug Hollberg
100 S. Hill St.
Griffin, GA 30224

Griffin-Spalding County Board of Education
Attn: Will Doss, Chairman
216 S. 6th St.
Griffin, GA 30224

5. Expenditures and budgetary allocations for the FY2021 Community Fee will be based on history and may vary depending on community needs. The Archway Partnership is authorized to transfer funds between various expenditure and budgetary categories and accounts without specific and separate approval by any of the Colquitt Partners. Subject to any such transfers, the expenditures and budgetary allocations for the FY2021 Community Fee are anticipated to be as follows:

Project Costs	60%
Personal Services	20%
Travel and Operating Costs	10%
Other Operating Costs	10%

6. The Spalding County Partners and the UGA Partners agree to the creation or continuation of the Spalding County Archway Partnership Executive Committee who shall perform the following functions:

- a. Remit or cause to be remitted the FY2021 Community Fee to the UGA Archway Partnership when due.
- b. Provide guidance on the appointment or hiring of the Archway Professional. The actual appointment or hiring of the Archway Professional shall be subject to the sole approval of the UGA Partners.

- c. Evaluate the financial support of the Spalding County Archway Partnership annually, make adjustments as necessary for continued effective support, and notify the UGA Partners of any adjustments no later than March 31, 2021.
 - d. Agree to locate the Archway Professional's office in facilities that are adequate and appropriate for the program.
- 7. The Archway Professional shall remain at all times a University of Georgia employee, subject to all applicable university guidelines and policies, and shall not be an employee of any of the Community Partners while performing this service and will not be entitled to fringe benefits normally accruing for employees of any of the Community Partners.
 - 8. This Agreement shall take effect as of July 1, 2020.
 - 9. The terms of this Agreement shall be from July 1, 2020 through June 30, 2021. Either the UGA Partners (acting collectively) or the Community Partners (acting collectively) may terminate this Agreement upon 90 days written notice of such intent.
 - 10. This Agreement may be modified by mutual written agreement of the parties hereto.
 - 11. This agreement, along with any exhibits, appendices, addenda, schedules, and amendments attached hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties hereto, whether oral or written.
 - 12. This Agreement may be renewed annually by mutual written agreement of all parties.

[Remainder of this page left intentionally blank.]

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

Spalding County Board of Commissioners

Date

City of Griffin

Date

Griffin-Spalding County Board of Education

Date

Archway Partnership, University of Georgia

Date

Vice President for Public Service and Outreach,
University of Georgia

Date

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

Date

SPALDING COUNTY

2019-2020 Overview



COMMUNITY IMAGE AND COMMUNICATION

Griffin+Spalding Marketing Plan

Terry College of Business

Southern Crescent Technical College Entrance Design

College of Engineering

Griffin+Spalding Ministerial Alliance

Griffin Regional College and Career Academy Marketing Plan

School of Public and International Affairs

Census 2020

Archway Facilitation

COMMUNITY DEVELOPMENT TO ENHANCE QUALITY OF LIFE

City of Griffin Trail Phases

College of Environment and Design

College of Engineering

Jackson Road Intersection Analysis Project

College of Engineering

Crime Data Analysis for Griffin Police Department

Franklin College of Arts and Sciences

City of Griffin Water and Wastewater Sludge Management Program

College of Engineering

Poverty Task Force

School of Social Work: Institute for Non-profits

Leadership Griffin+Spalding

J.W. Fanning Institute for Leadership Development

COMMUNITY HEALTH AND WELLNESS

Health and Wellness Workgroup Facilitation — Hospital Authority and Wellstar Spalding Regional Board

Community Health Needs Assessment

Research Assistance —

Franklin College of Arts and Sciences

Healthy Youth Strategies Workgroup — Understanding the Needs of Teens in the Community

*Archway Facilitation Between Spalding Youth,
Members of the Regional Commission, Griffin-Spalding
County School System and Spalding Collaborative*



Archway Partnership
UNIVERSITY OF GEORGIA

archwaypartnership@uga.edu

• apartner@uga.edu

• (706) 542-1098

FISCAL YEAR 2019 RETURN ON INVESTMENT

21

Projects Completed

9

Students

7

Faculty Members

\$239,199

Value of Projects



PREPARING FOR GROWTH

Education is considered to be a major driver in developing and retaining a qualified workforce in Griffin+Spalding County. A few key initiatives that have stemmed from this priority include the Zero-to-Five initiative which is led by the Griffin+Spalding School System.

This programming has become a successful example for other communities on how to engage day-care providers in the education pipeline, provide informational materials to new parents through a partnership with Wellstar Spalding Regional and the Housing Authority, and a revitalized tutoring program.



INTERGOVERNMENTAL COLLABORATION:

This is a key priority for the Griffin+Spalding Archway Executive Committee and our three funding partners. This priority is supported through facilitating regular meetings between the City of Griffin, Spalding County and the Board of Education, as well as an annual intergovernmental work session.

These events, while critical and successful themselves, have also led to the support of the poverty informed community-wide training session, the newly created poverty informed taskforce, and the revitalization of the Griffin+Spalding Ministerial Alliance.



OPERATIONS COORDINATOR
ANGEL JACKSON

706-612-3479
arh1016@uga.edu



SPALDING COUNTY BOARD OF COMMISSIONERS

Georgia Department of Corrections - Capacity Agreement

Requesting Agency

County Clerk

Requested Action

Consider approval of Intergovernmental Agreement with the Georgia Department of Corrections for care and custody of State Offenders and the Spalding County Correctional Institute.

Requirement for Board Action

Is this Item Goal Related?

No

Summary and Background

This is the annual renewal of the Capacity Agreement between Spalding County and the Georgia Department of Corrections.

Fiscal Impact / Funding Source

384 inmates at \$22 per day per inmate for one year equals \$3,083,520.

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> FY2021 Capacity Agreement	4/29/2020	Backup Material

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
SPALDING COUNTY
COUNTY CAPACITY**

THIS AGREEMENT is entered into the 1st day of July, 2020, by and between the GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia ("Department"), and SPALDING COUNTY, a political subdivision of the State of Georgia ("County"), acting by and through its Board of County Commissioners, referred to individually as "Party" or together as "Parties."

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

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

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

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

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

3. Notification of Medical Treatment. County shall notify Department of any State Offender that the County transfers to a hospital for treatment that will require an overnight stay or for whom treatment is likely to cost in excess of One Thousand Dollars (\$1,000.00). Said notification shall be provided via telephone contact within Twenty-Four (24) hours of offender being admitted for treatment on an outpatient or inpatient basis. County shall notify Department pursuant to this paragraph by calling the Department's "On Call Utilization Management Nurse" at 404-863-3079 at any time of day or night.

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

5. Compensation. Department agrees to pay County the sum of Twenty-Two Dollars (\$22.00) per State Offender per day for the duration of this Agreement. County agrees that upon receipt of documentation from the Department showing inmate dates and total amount of payment, County shall validate the accuracy of the documentation in a manner as prescribed by the Department and return the validation of the same to the Business Management Unit within seven (7) business days of receiving the documentation. Department shall endeavor to pay County for Services within Forty-Five (45) days of invoice receipt in approved form. County acknowledges and agrees that the Commissioner of Corrections shall have sole authority with respect to the transfer of State Offenders to and from the County correctional institution and Department shall not incur charges for State Offenders not under the care and custody of County. A State Offender is not under the care and custody of County when a State Offender is not housed at the County facility including when a State Offender is out to court or sent to a Department facility for medical or mental health evaluation.

6. Term of Agreement. The term of this Agreement shall be from July 1, 2020 until 11:59 p.m. on June 30, 2021 (the "Term"). The Parties may, by mutual agreement in writing, extend the Term for additional time periods.

7. Termination. Department may at any time and for any reason terminate this Agreement by providing written notice in advance of such termination to County. In the event of termination under this paragraph, Department shall pay County for Services performed prior to the effective date of termination; provided, however, that payments otherwise due County may be applied by Department against amounts due or claimed to be due to Department. In the event that County fails to comply with the provisions of this Agreement, Department may terminate this Agreement for cause and without notice. If

termination is for cause, payments may be withheld by Department on account of the Services being deemed deficient and not remedied by County prior to the effective date of termination. County shall be liable to Department for any additional cost incurred by Department as a result of deficiencies in the Services to be provided hereunder.

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

9. Sexual Harassment Prevention. The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, Governmental Entity's, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its Governmental Entity's and their employees and sub-contractors will interact with entities of the State of Georgia, their customers, and other Governmental Entities of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all Governmental Entities who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A Governmental Entity, including its employees and sub-contractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If Governmental Entity is an individual who is regularly on State premises or who will regularly interact with State personnel, Governmental Entity certifies that:
 - (a) Governmental Entity has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Governmental Entity has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, Governmental Entity will provide documentation substantiating the completion of sexual harassment training.
- (ii) If Governmental Entity has employees and sub-contractors that are regularly on State premises or who will regularly interact with State personnel, Governmental Entity certifies that:
 - (a) Governmental Entity will ensure that such employees and sub-contractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Governmental Entity has provided sexual harassment prevention training in the last year to such employees and sub-contractors and will continue to do so on an annual basis; or Governmental Entity will ensure that such employees and sub-contractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training>

administration/sexual-harassment-prevention/hr-professionals/employee-training (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

- (c) Upon request of the State, Governmental Entity will provide documentation substantiating such employees and sub-contractor's acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

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

If to the County:

Spalding County Board of Commissioners
Chairperson, Gwen Flowers-Taylor
P.O. Box 1087
Griffin, GA 30224

With a copy to:

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

If to the Department:

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

With a copy to:

Robert Toole
Facilities Director
Georgia Department of Corrections
State Office South, Gibson Hall, 1st Floor
P.O. Box 1529
Forsyth, Georgia 31029

11. Reimbursement of Medical Costs.

- a. Department agrees to reimburse County for certain costs of medical services required for medical conditions which: (1) pose an immediate threat to life or limb, and (2) occur under circumstances in which the State Offender cannot reasonably be placed in a state institution for the receipt of this care ("Emergency Medical Services"). Department's obligation to reimburse County for the cost of any medical services, to include Emergency Medical Services, arises only when the cost per State Offender per incident exceeds One Thousand Dollars (\$1,000.00), and Department shall only be liable for the amount in excess of One Thousand Dollars (\$1,000.00), subject to the limitations of this paragraph and other applicable laws and regulations.
- b. County agrees to invoice Department monthly for the actual cost of Emergency Medical Services paid by County. If there existed any rate agreement between County and the hospital or hospital authority at the time Emergency Medical Services were rendered, the invoice must reflect such rate. All invoices from County must include an invoice or receipt from the hospital that clearly shows the actual cost of Emergency Medical Services paid by County.
- c. Department is not liable to County for any late fees or charges imposed by the hospital, hospital authority (collectively, "Late Fees"), or other service provider, for late or nonpayment by the County. County agrees to exclude Late Fees from its invoices to Department.
- d. If Department reasonably determines that there is a difference between the actual cost incurred by County and the invoice sent to Department, Department may assess an administrative fee of one-half (1/2) of the difference to cover the administrative costs incurred by the Department. Department shall send County written notice of any administrative fees, and County shall have Thirty (30) days to make payment or to dispute the fee in writing. If County does not make payment of undisputed administrative fees by the due date, Department is entitled to a setoff of the same amount against future payments owing to County.
- e. Pursuant to O.C.G.A. § 42-5-2(c), Department shall reimburse County no more than the applicable Georgia Medicaid Rate for Emergency Medical Services provided to a State Offender by a hospital, hospital authority, or other service provider. Department shall not be liable to County for any amount paid by County to a hospital, hospital authority, or other service provider, in excess of the Medicaid Rate for emergency services provided to a State Offender.

12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any

prior agreements and understandings relating to the subject matter hereof, and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

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

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

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

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

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

GEORGIA DEPARTMENT OF
CORRECTIONS:

By: _____
Jennifer Ammons
General Counsel
Date: _____

SPALDING COUNTY:

By: _____
Print Name: Gwen Flowers-Taylor
Title: Chairperson
Date: May 4, 2020

FACILITY WARDEN/SUPERINTENDENT

By: _____
Print Name: _____
Date: _____



SPALDING COUNTY BOARD OF COMMISSIONERS Revised Budget Calendar

Requesting Agency

County Manager

Requested Action

Consider approval of revised budget calendar.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Revised Budget Calendar	4/29/2020	Backup Material

FY 2021 BUDGET CALENDAR
Revised May 4, 2020

February 21	12:00 Noon	Budget Requests due from department heads and Elected Officials
February 24 – March 27		County Manager, Assistant County Manager and Finance Director review requests and make recommendations
April 3		County Manager makes final changes on proposed budget
May 4		Proposed FY 2021 Budget distributed to Board of Commissioners, Department Heads, Elected Officials and News Media
May 9		Advertise Notice of Budget Hearing
May 11-14	9:00A.M.	Budget review with Board of Commissioners
June 1	6:00 P.M.	Budget Hearing as part of Regular Meeting
June 1		Publish notice to consider adoption of FY 2021 Budget
June 15		First reading of FY 2021 Budget Ordinance
June 25	5:45 P.M.	Second reading of FY 2021 Budget Ordinance.



SPALDING COUNTY BOARD OF COMMISSIONERS Resolution Naming Open Records Officer

Requesting Agency

County Clerk

Requested Action

Consider a Resolution naming Kathy Gibson, Deputy County Clerk as the designated Open Records Officer and Michelle Irizarry, Assistant County Manager as the Alternate Open Records Officer to act for Spalding County and all of its related subsidiary entities.

Requirement for Board Action

Is this Item Goal Related?


Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
 2012-RES-010 Resolution Naming Open Records Officer	4/27/2020	Backup Material

RESOLUTION OF THE SPALDING COUNTY BOARD OF COMMISSIONERS FOR THE PURPOSE OF NAMING AN OPEN RECORDS OFFICER, AN ALTERNATE OPEN RECORDS OFFICER AND FOR OTHER PURPOSES

WHEREAS, the provisions of the Georgia Open Records Act (the “Act”) (O.C.G.A. Sec. 50-18-70 et seq.), allows for the appointment of an Open Records Officer to whom all written requests for records must be made; and

WHEREAS, the Act further provides for notice of such change.

NOW, THEREFORE, pursuant to the provisions of the Act, the Spalding County Board of Commissioners does hereby resolve as follows:

1. Kathy Gibson, Executive Secretary/Deputy County Clerk, is designated as the Open Records Officer and Michelle Irizarry, Assistant County Manager, is designated as the Alternate Open Records Officer to act in the Open Records Officer’s absence, both to act for Spalding County and all of its related and subsidiary entities, herein the “County”;
2. The County and all if its subsidiary entities includes the following departments and entities:
 - a. Board of Commissioners;
 - b. Office of County Manager;
 - c. Community Development;
 - d. Leisure Services;
 - e. Public Works;
 - f. Human Resources;
 - g. Budget and Finance;
 - h. Spalding County Water and Sewerage Facilities Authority;
 - i. Board of Elections;
 - j. Fire Department;
 - k. E-911;
 - l. Correctional Institute;
 - m. Tax Assessors Office.
3. All written requests for records made under the Act directed to the County shall be made to the Open Records Officer, or in her absence, to the alternate;
4. The Open Records Officer is directed to cause all County websites to prominently display this designation and requirement;
5. The Open Records Officer is directed to notify the Griffin Daily News as the county legal organ and any other media regularly covering County matters of the content of this resolution;
6. The Open Records Officer is directed to notify all county employees and volunteers that any requests made under the Act shall be directed to the Open Records Officer or her alternate; and
7. This action shall be effective immediately upon the notifications to the media and the changes to the websites having been made.

Resolved this 4th day of May, 2020, by action of the Spalding County Board of Commissioners.

(Affix County Seal)

By: _____
Gwen Flowers-Taylor, Chairperson

Attest: _____
William P. Wilson, Jr., County Clerk



SPALDING COUNTY BOARD OF COMMISSIONERS Re-Opening County Offices

Requesting Agency

County Clerk

Requested Action

Consider recommendation of staff for reopening County Offices to the public.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

City Manager Kenny Smith and I have been discussing possible re-opening strategies and think it would be beneficial for the City and county to re-open simultaneously. We propose to go back to "normal" staffing on Monday May 11th and re-open offices to the public on May 14 when the Governor's Executive Order expires (unless extended). This opening to the public would NOT include the recreation centers or the Senior Center. It is my belief that the opening of those type facilities will need to wait another 30 or 60 days to open unless the situation changes drastically in the near future. We would of course implement social distancing with our employees and the public and will make the safety of our employees and citizens a priority.

Fiscal Impact / Funding Source


STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Spalding County Correction Institution	4/29/2020	Backup Material

April 21, 2020

To: S.C.C.I. Staff
From:  Carl Humphrey, Warden
Re: Spalding County Details

I will start returning details to work on April 27, 2020. We will use a "phase in" plan starting with all Spalding County details along with the current details previously approved. These details will begin on April 27, 2020. The Contract details will be starting on April 29, 2020 along with the Minimum Detail Inmates i.e. Georgia State Patrol, City Water, City Hall, and Griffin Police Department.

As we start the return of work details, I want to ensure all detail supervisors understand that the following precaution protocol must be followed at all times:

- Inmates and Officers/Staff must wear mask at all times (with the exception of meals)
- Officers must ensure inmates/Staff have a means of regularly washing their hands (soap and water preferred)
- Maintain Social Distance from everyone not on the assigned detail and the Detail Officer/Supervisor
- No contact with the Public
- Provide a disinfectant for the vehicle which must be disinfected at the C.I. Backgate before the inmates enter the vehicle. Inmates will not be allowed to get in a vehicle and depart until vehicle is disinfected on our premises. The vehicle shall also be disinfected several times each day preferably before entering the vehicle each time.
- We will continue to take the temperature of all Staff/inmates before they enter the facility. All Staff will also have to sign the Attestation form.
- All staff will need to spray their shoes with the provided Disinfectant before entering the facility
- When returning details at the end of the day, ensure that inmates remain in the vehicle until the Backgate Officer advises it is OK for the detail to proceed to the gate. This will prevent large numbers of inmates gathering at the gate during temperature checks and allow us to keep social distancing.

I have also assigned additional staff to assist in monitoring details to ensure compliance. If detail supervisors are not in compliance, the inmates will be returned to the facility

immediately. I will notify the Department Head of the situation and what steps need to occur before the detail returns to work.

I understand that some of these protocols will be difficult to maintain; however, they are essential for us to ensure the safety of our staff and the inmate population.

If you have any questions, please feel free to contact me at 770-584-4784.

Cc: William Wilson, County Manager
Michelle Irizarry, Assistant County Manager
Anthony Washington, Deputy Warden/Security
Beth Griffin, Deputy Warden/Care & Treatment
Stanley Granger, Captain
SCCI Shift Supervisors
Kenny Smith, City Manager
T.J. Imberger, Public Works, Parks, Public Grounds
Terry Tardy, Construction Maintenance
Sgt. Searcy, Georgia State Patrol – Griffin Post
Sgt. Harold, Georgia State Patrol – Thomaston Post
Steven Hoffman, Fayette County
Chris Matthews, Henry County
Marvin Wiley, Henry County
Phil Ellerbee, Upson County
Brent Foster, Animal Control
Chief Michael Yates, Griffin Police Department
Phil Frances, City of Griffin
Bruce Ballard, Spalding County School Board