

Agenda

Board of Commissioners of Spalding County Extraordinary Session June 15, 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. PRESENTATIONS/PROCLAMATIONS

1. Recognition of Miss Gabriella Isabella Hand for acceptance to the United States Naval Academy.

V. PRESENTATION OF FINANCIAL STATEMENTS

1. Consider approval of financial statements for the eleven months ended May 31, 2020.

VI. 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.

VII. MINUTES -

1. Consider approval of minutes for the Spalding County Board of Commissioners Special Called Meeting, Zoning Public Hearing and Executive Session on May 28, 2020 and the Spalding County Board of Commissioners Regular Meeting on June 1, 2020.

VIII. OLD BUSINESS -

1. Update from Parks and Leisure Advisory Commission regarding phasing in public Leisure Services programming and park facility usage.

IX. NEW BUSINESS -

1. Consider request from The Lake Pavilion, Ms. LaWanda Strachan Burks, for an amplification permit on Saturday, June 27th, 2020 from 12 p.m. - 5 p.m. for a "Arts on the Lake" event.
2. Consider request from Donna Jester to host a Fourth of July Party for neighbors, friends and family

on Saturday, July 4th from 2 p.m. - 9 p.m.

3. Consider request from Small Treasures Summer Food Program to provide meals from a Food Truck to children at the Fairmont Community Center, the City Park Community Center and the Ambucs Community Center beginning June 29, 2020 through July 31, 2020.
4. Consider a request from the Spalding County Department of Family and Children Services to allow the funds remaining at the end of fiscal year 2020 to roll over for use in fiscal year 2021 in addition to the funds allotted for fiscal year 2021.
5. Consider approval on first reading FY 2020 year end budget amendments.
6. Consider approval on first reading the Fiscal Year 2021 Budget Ordinance.
7. Consider approval of Rental Agreement between the Spalding County Board of Commissioners and the State Properties Commission for Department of Veterans Service office located at 819 Memorial Drive.
8. Consider approval of amendment to water sales agreement and intergovernmental contract defining the relationship between the City of Griffin, Georgia, County of Spalding, Georgia and Spalding County Water and Sewerage Facilities Authority to extend the contract expiration date to December 31, 2023.
9. Consider request from the Spalding County Water and Sewerage Authority to proceed with application for Phase II funding of the Dundee Mills Sewerage Program through CDBG Grant funding.
10. Consider approval of appropriation in the amount of \$10,000 from the Contingency Fund to a designated Spay and Neuter Account to provide for assistance with spay and neutering of up to two animals per household.

X. REPORT OF COUNTY MANAGER

XI. REPORT OF ASSISTANT COUNTY MANAGER

XII. REPORT OF COMMISSIONERS

XIII. CLOSED SESSION

XIV. 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
Naval Academy Candidate

Requesting Agency

Commissioner Dutton

Requested Action

Recognition of Miss Gabriella Isabella Hand for acceptance to the United States Naval Academy.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION



SPALDING COUNTY BOARD OF COMMISSIONERS May 31, 2020 Financial Statements

Requesting Agency

Finance Department

Requested Action

Consider approval of financial statements for the eleven months ended May 31, 2020.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

The eleven months ended May 31, 2020 is 91.67% of the budget year. General Fund revenues are \$45,604,344, or 89% of the budget year. General Fund expenditures are \$48,295,340, or 98% of the budget year.

Fire District revenues are \$6,685,855, or 96% of the budget year. This includes \$2,800,953 in Fire Insurance Premium Taxes received in October 2019. Fire District expenditures are \$5,639,992, or 83% of the budget year.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> May 31, 2020 Financial Statements	6/9/2020	Cover Memo

	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	\$930,802.11	\$35,231,140.91	\$0.00	\$36,293,917.00	97	
32 Licenses And Permits Subtotal	\$30,664.06	\$472,527.43	\$0.00	\$500,500.00	94	
33 Intergovernmental Revenue Subtotal	\$363,898.59	\$1,317,106.09	\$0.00	\$1,173,500.00	112	
34 Charges For Services Subtotal	\$74,764.18	\$4,715,126.91	\$0.00	\$5,734,125.00	82	
35 Fines And Forfeitures Subtotal	\$71,037.89	\$1,471,201.14	\$0.00	\$1,978,500.00	74	
36 Investment Income Subtotal	\$476.45	\$35,936.97	\$0.00	\$10,400.00	346	
37 Contributions/Donations Subtotal	\$1,500.00	\$31,010.00	\$0.00	\$0.00	0	
38 Miscellaneous Revenue Subtotal	\$245,680.52	\$2,330,294.04	\$0.00	\$2,199,266.00	106	
Revenue Subtotal	\$1,718,823.80	\$45,604,343.49	\$0.00	\$51,066,885.00	89	
Expenditure						
51 Prsnl Srvc, Employee Ben Subtotal	\$1,952,036.38	\$25,074,906.07	\$0.00	\$31,209,226.00	80	
52 Purch/Contracted Srvc Subtotal	\$699,095.93	\$9,733,708.95	\$65,239.16	\$10,578,157.00	93	
53 Supplies Subtotal	\$311,246.70	\$4,449,412.10	\$111,566.82	\$5,305,005.00	86	
54 Capital Outlay Subtotal	\$287,829.77	\$5,979,983.50	\$465,482.50	\$230,300.00	2,799	
57 Other Costs Subtotal	\$140,979.52	\$2,549,056.17	\$40,883.76	\$1,928,986.00	134	
58 Debt Service Subtotal	\$61,211.46	\$507,904.21	\$0.00	\$507,906.00	100	
59 Subtotal	\$0.00	\$369.16	\$21,853.96	\$0.00	0	
Expenditure Subtotal	\$3,452,399.76	\$48,295,340.16	\$705,026.20	\$49,759,580.00	98	
Before Transfers	Deficiency Of Revenue Subtotal	-\$1,733,575.96	-\$2,690,996.67	-\$705,026.20	\$1,307,305.00	-260
Other Financing Source						
39 Other Financing Sources Subtotal	\$0.00	\$4,930,951.36	\$0.00	\$120,000.00	4,109	
Other Financing Source Subtotal	\$0.00	\$4,930,951.36	\$0.00	\$120,000.00	4,109	
Other Financing Use						
61 Other Financing Uses Subtotal	\$15,513.00	\$1,018,576.00	\$0.00	\$1,427,305.00	71	
Other Financing Use Subtotal	\$15,513.00	\$1,018,576.00	\$0.00	\$1,427,305.00	71	
After Transfers	Deficiency Of Revenue Subtotal	-\$1,749,088.96	\$1,221,378.69	-\$705,026.20	\$0.00	0

	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	\$0.00	\$1,087,350.98	\$0.00	\$1,226,353.00	89
38 Miscellaneous Revenue Subtotal	\$30.50	\$351.55	\$0.00	\$0.00	0
Revenue Subtotal	\$30.50	\$1,088,152.56	\$0.00	\$1,226,353.00	89
Expenditure					
51 Prsnl Svcs, Emplpyee Ben Subtotal	\$105,878.82	\$1,311,340.76	\$0.00	\$1,425,167.00	92
52 Purch/Contracted Svcs Subtotal	\$6,029.49	\$61,354.27	\$0.00	\$107,986.00	57
53 Supplies Subtotal	\$1,988.66	\$28,043.51	\$359.88	\$38,926.00	73
55 Interfund/Interdept Chrgs Subtotal	\$0.00	\$40,025.00	\$0.00	\$40,025.00	100
57 Other Costs Subtotal	\$0.00	\$0.00	\$0.00	\$500.00	0
Expenditure Subtotal	\$113,896.97	\$1,440,763.54	\$359.88	\$1,612,604.00	89
Before Transfers					
Deficiency Of Revenue Subtotal	-\$113,866.47	-\$352,610.98	-\$359.88	-\$386,251.00	91
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	-\$113,866.47	-\$352,610.98	-\$359.88	\$0.00	0

		Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
220 CsbG Fund						
Revenue						
	33 Intergovernmental Revenue Subtotal	\$0.00	\$107,602.37	\$0.00	\$148,046.00	73
	Revenue Subtotal	\$0.00	\$107,602.37	\$0.00	\$148,046.00	73
Expenditure						
	51 Prsnl Srvc, Empl yee Ben Subtotal	\$0.00	\$26,331.14	\$0.00	\$35,258.00	75
	52 Purch/Contracted Srvc Subtotal	\$4,640.00	\$40,118.66	\$0.00	\$36,875.00	109
	53 Supplies Subtotal	\$6,154.00	\$62,227.75	\$0.00	\$75,913.00	82
	Expenditure Subtotal	\$10,794.00	\$128,677.55	\$0.00	\$148,046.00	87
Before Transfers	Deficiency Of Revenue Subtotal	-\$10,794.00	-\$21,075.18	\$0.00	\$0.00	0
After Transfers	Deficiency Of Revenue Subtotal	-\$10,794.00	-\$21,075.18	\$0.00	\$0.00	0

		Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
225 Senior Nutrition Fund						
Revenue						
	33 Intergovernmental Revenue Subtotal	\$6,275.25	\$371,806.39	\$0.00	\$403,487.00	92
	37 Contributions/Donations Subtotal	\$12,416.94	\$64,501.77	\$0.00	\$85,000.00	76
	Revenue Subtotal	\$18,692.19	\$436,308.16	\$0.00	\$488,487.00	89
Expenditure						
	51 Prsnl Srvc, Empliee Ben Subtotal	\$10,165.48	\$150,483.38	\$0.00	\$180,961.00	83
	52 Purch/Contracted Srvc Subtotal	\$477.38	\$12,241.60	\$0.00	\$16,555.00	74
	53 Supplies Subtotal	\$26,533.41	\$275,749.85	\$0.00	\$313,450.00	88
	Expenditure Subtotal	\$37,176.27	\$438,474.83	\$0.00	\$510,966.00	86
Before Transfers	Deficiency Of Revenue Subtotal	-\$18,484.08	-\$2,166.67	\$0.00	-\$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	Deficiency Of Revenue Subtotal	-\$18,484.08	-\$2,166.67	\$0.00	\$0.00	0

	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	\$41,811.56	\$459,558.98	\$0.00	\$447,400.00	103
36 Investment Income Subtotal	\$0.00	\$23,900.39	\$0.00	\$0.00	0
Revenue Subtotal	\$41,811.56	\$483,459.37	\$0.00	\$2,519,800.00	19
Expenditure					
52 Purch/Contracted Svcs Subtotal	\$45.95	\$5,772.01	\$0.00	\$9,800.00	59
54 Capital Outlay Subtotal	\$36,964.33	\$853,420.12	\$0.00	\$2,507,000.00	34
57 Other Costs Subtotal	\$0.00	\$0.00	\$0.00	\$3,000.00	0
Expenditure Subtotal	\$37,010.28	\$859,192.13	\$0.00	\$2,519,800.00	34
Before Transfers					
Excess Of Revenue Subtotal	\$4,801.28	-\$375,732.76	\$0.00	\$0.00	0
Other Financing Use					
61 Other Financing Uses Subtotal	\$0.00	\$1,366.67	\$0.00	\$0.00	0
Other Financing Use Subtotal	\$0.00	\$1,366.67	\$0.00	\$0.00	0
After Transfers					
Excess Of Revenue Subtotal	\$4,801.28	-\$377,099.43	\$0.00	\$0.00	0

	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	\$40,305.87	\$6,631,513.01	\$0.00	\$6,541,412.00	101	
33 Intergovernmental Revenue Subtotal	\$0.00	\$2,786.97	\$0.00	\$0.00	0	
34 Charges For Services Subtotal	\$4,943.28	\$50,347.08	\$0.00	\$56,100.00	90	
37 Contributions/Donations Subtotal	\$0.00	\$1,200.00	\$0.00	\$0.00	0	
38 Miscellaneous Revenue Subtotal	\$2.00	\$8.00	\$0.00	\$0.00	0	
Revenue Subtotal	\$45,251.15	\$6,685,855.06	\$0.00	\$6,978,450.00	96	
Expenditure						
51 Prsnl Srvc, Employee Ben Subtotal	\$376,927.15	\$4,769,282.74	\$0.00	\$5,835,722.00	82	
52 Purch/Contracted Srvc Subtotal	\$50,306.74	\$335,629.24	\$17,968.72	\$510,530.00	69	
53 Supplies Subtotal	\$23,722.63	\$298,520.85	\$3,458.52	\$372,060.00	81	
54 Capital Outlay Subtotal	\$0.00	\$12,070.00	\$68,203.20	\$0.00	0	
55 Interfund/Interdept Chrgs Subtotal	\$0.00	\$171,938.00	\$0.00	\$171,938.00	100	
57 Other Costs Subtotal	\$6,540.85	\$52,551.08	\$0.00	\$53,500.00	98	
Expenditure Subtotal	\$457,497.37	\$5,639,991.91	\$89,630.44	\$6,943,750.00	83	
Before Transfers	Deficiency Of Revenue Subtotal	-\$412,246.22	\$1,045,863.15	-\$89,630.44	\$34,700.00	2,756
Other Financing Use						
61 Other Financing Uses Subtotal	\$0.00	\$34,700.00	\$0.00	\$34,700.00	100	
Other Financing Use Subtotal	\$0.00	\$34,700.00	\$0.00	\$34,700.00	100	
After Transfers	Deficiency Of Revenue Subtotal	-\$412,246.22	\$1,011,163.15	-\$89,630.44	\$0.00	0

	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	\$20,280.61	\$255,315.48	\$0.00	\$300,000.00	85
Revenue Subtotal	\$20,280.61	\$255,315.48	\$0.00	\$390,360.00	65
Expenditure					
57 Other Costs Subtotal	\$16,900.00	\$179,349.00	\$0.00	\$270,360.00	66
Expenditure Subtotal	\$16,900.00	\$179,349.00	\$0.00	\$270,360.00	66
Before Transfers					
Excess Of Revenue Subtotal	\$3,380.61	\$75,966.48	\$0.00	\$120,000.00	63
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	\$3,380.61	\$75,966.48	\$0.00	\$0.00	0

05/01/2020 To 05/31/2020

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	\$27,487.29	\$0.00	\$0.00	0
	Revenue Subtotal	\$0.00	\$27,487.29	\$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	-\$69,864.10	\$0.00	\$0.00	0
After Transfers	Deficiency Of Revenue Subtotal	\$0.00	-\$69,864.10	\$0.00	\$0.00	0

	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	\$458,640.06	\$2,314,117.49	\$0.00	\$4,920,000.00	47
36 Investment Income Subtotal	\$65.29	\$116,063.50	\$0.00	\$0.00	0
Revenue Subtotal	\$458,705.35	\$2,430,180.99	\$0.00	\$6,461,000.00	38
Expenditure					
54 Capital Outlay Subtotal	\$248,302.62	\$2,583,042.08	\$0.00	\$5,205,000.00	50
57 Other Costs Subtotal	\$11,148.21	\$90,246.50	\$0.00	\$1,251,000.00	7
58 Debt Service Subtotal	\$0.00	\$0.00	\$0.00	\$5,000.00	0
Expenditure Subtotal	\$259,450.83	\$2,673,288.58	\$0.00	\$6,461,000.00	41
Before Transfers					
Excess Of Revenue Subtotal	\$199,254.52	-\$243,107.59	\$0.00	\$0.00	0
Other Financing Source					
39 Other Financing Sources Subtotal	\$0.00	\$3,080.70	\$0.00	\$0.00	0
Other Financing Source Subtotal	\$0.00	\$3,080.70	\$0.00	\$0.00	0
After Transfers					
Excess Of Revenue Subtotal	\$199,254.52	-\$240,026.89	\$0.00	\$0.00	0

		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	\$20,000.00	\$0.00	\$20,000.00	100
	Other Financing Source Subtotal	\$0.00	\$20,000.00	\$0.00	\$20,000.00	100
After Transfers	Deficiency Of Revenue Subtotal	\$0.00	\$20,000.00	\$0.00	\$0.00	0

	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	\$0.00	\$3,080.70	\$0.00	\$0.00	0
Other Financing Use Subtotal	\$0.00	\$3,080.70	\$0.00	\$0.00	0
After Transfers					
Deficiency Of Revenue Subtotal	\$0.00	\$2,537,777.71	\$0.00	\$0.00	0

	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	\$688,110.70	\$8,509,024.35	\$0.00	\$9,222,020.00	92	
36 Investment Income Subtotal	\$0.00	\$32,187.18	\$0.00	\$0.00	0	
38 Miscellaneous Revenue Subtotal	\$0.00	\$500.00	\$0.00	\$0.00	0	
Revenue Subtotal	\$688,110.70	\$8,541,711.53	\$0.00	\$9,225,166.00	93	
Expenditure						
51 Prsnl Srvc, Emplpyee Ben Subtotal	\$23,949.36	\$302,494.66	\$0.00	\$361,064.00	84	
52 Purch/Contracted Srvc Subtotal	\$442,651.37	\$5,755,718.23	\$4,181.43	\$6,476,863.00	89	
53 Supplies Subtotal	\$5,517.16	\$120,092.19	\$2,623.97	\$411,090.00	30	
54 Capital Outlay Subtotal	\$120,987.00	\$384,364.30	\$17,480.00	\$550,000.00	73	
55 Interfund/Interdept Chrgs Subtotal	\$0.00	\$59,984.00	\$0.00	\$59,984.00	100	
56 Depreciation/Amortization Subtotal	\$0.00	\$194,465.00	\$0.00	\$194,465.00	100	
57 Other Costs Subtotal	\$0.00	\$82.00	\$0.00	\$25,000.00	0	
58 Debt Service Subtotal	\$99,310.42	\$1,188,250.97	\$0.00	\$1,146,700.00	104	
Expenditure Subtotal	\$692,415.31	\$8,005,451.35	\$24,285.40	\$9,225,166.00	87	
Before Transfers	Deficiency Of Revenue Subtotal	-\$4,304.61	\$536,260.18	-\$24,285.40	\$0.00	0
Other Financing Source						
39 Other Financing Sources Subtotal	\$10,871.00	\$81,096.00	\$0.00	\$0.00	0	
Other Financing Source Subtotal	\$10,871.00	\$81,096.00	\$0.00	\$0.00	0	
After Transfers	Excess Of Revenue Subtotal	\$6,566.39	\$617,356.18	-\$24,285.40	\$0.00	0

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used	
620 Workers Comp Trust Fund						
Revenue						
36 Investment Income Subtotal	\$4,269.27	\$16,142.71	\$0.00	\$0.00	0	
Revenue Subtotal	\$4,269.27	\$16,142.71	\$0.00	\$0.00	0	
Expenditure						
51 Prsnl Svcs, Employee Ben Subtotal	-\$85,952.00	-\$83,065.17	\$0.00	\$210,000.00	-40	
55 Interfund/Interdept Chrgs Subtotal	\$16,970.16	\$375,204.59	\$0.00	\$650,632.00	58	
58 Debt Service Subtotal	\$0.00	\$5,390.33	\$0.00	\$7,500.00	72	
Expenditure Subtotal	-\$68,981.84	\$297,529.75	\$0.00	\$868,132.00	34	
Before Transfers	Excess Of Revenue Subtotal	\$73,251.11	-\$281,387.04	\$0.00	-\$868,132.00	32
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	\$73,251.11	-\$281,387.04	\$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 Meeting, Zoning Public Hearing and Executive Session on May 28, 2020 and the Spalding County Board of Commissioners Regular Meeting on June 1, 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"/> 2020-5-18 Special Called Meeting Minutes	6/5/2020	Backup Material
<input type="checkbox"/> 2020-5-28 Zoning Public Hearing Minutes	6/5/2020	Backup Material
<input type="checkbox"/> 2020-6-1 Regular Meeting Minutes	6/5/2020	Backup Material

MINUTES

The Spalding County Board of Commissioners held a Special Called Meeting in Room 108 of the Spalding County Annex on Thursday, May 28, 2020, beginning at 2:05 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, James Fortune, Citizen Engagement Specialist, Rachel Conort, 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

Commissioner Rita Johnson, District #3 delivered the Invocation.

III. PLEDGE TO FLAG

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

IV. AGENDA ITEMS

1. The Spalding County Board of Commissioners to hear presentations from bidders for the Indigent Defense Contract for State and Juvenile Court.

(a) Sullivan and Ogletree. P.C.

Michelle Ogletree and Sam Sullivan presented the bid for Sullivan and Ogletree, P.C.

(b) Kidd, Cato, Easom & Roquemore, Attorneys-at-Law

Doug Kidd with Kidd, Cato, Eason & Roquemore presented for the group. Also present for the meeting were Erica Roquemore and Matt Easom.

A short recess was taken to await representatives from the Moody Law Group.

(c) Bradley D. Moody, Attorney-at-Law

Brad Moody presented for the Moody Law group. Also present for the meeting were Joanna Hobgood, Darryl Scott, James Boles and Jeremy Durham.

Motion/Second by Miller/Johnson to recess the meeting until 4:40 p.m. to allow time for the next firm to arrive. Motion carried unanimously by all.

(d) The Jewkes Firm, LLC

Mr. Jordan Jewkes presented for the Jewkes Firm. Also, in attendance for the presentation was Ava Standard.

V. ADJOURNMENT

Motion/Second by Miller/Dutton to adjourn the meeting at 5:56 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 a Zoning Public Hearing in Room 108 of the Spalding County Annex on Thursday, May 28, 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., Zoning Attorney, Newton Galloway, Community Development Director, Debbie Bell, Citizen Engagement Specialist, Rachel Conort, 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

Commissioner Rita Johnson, District #3 delivered the Invocation.

III. PLEDGE TO FLAG

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

IV. PUBLIC HEARINGS

Note: Persons desiring to speak must sign in for the appropriate application. When called, speakers must state their names and addresses and direct all comments to the Board only. Speakers will be allotted three (3) minutes to speak on their chosen topics as they relate to matters being considered by the Board of Commissioners on this Agenda. 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.

V. NEW BUSINESS

- 1. Application #20-04Z: Lift from the table** - 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.

Spoke in favor of the zoning request:

William Solomon, 215 Woodcreek Lane, Fayetteville, Ga.
Alexandra Solomon, 117 Barberry Lane, Peachtree City, Ga.
Alicia Solomon, 13 Hampton Place, Newnan, Ga.
Amber Solomon, 215 Woodcreek Lane, Fayetteville, Ga.

Spoke against the rezoning:

Angela Stalaus, 170 Crabtree Road, Griffin, Ga.
Craig French, 170 Crabtree Road, Griffin, Ga.
Tom Moyer, 106 Woolman Lane, Griffin, Ga.

Newton Galloway, Zoning Attorney, stated that they have worked on this extensively since it came before the Board in March. The discussions with Dr. & Mrs. Solomon are documented in the revised staff report. Additionally, Dr. Solomon's response to these meetings is included in the back up documentation for this agenda item.

Mr. Galloway stated that staff does not question anything that Dr. Solomon has presented as his intent for the property and the goal in discussions with

the Solomon's was to find a way to allow them to do what they want to do with the least impact on other properties and with the least impact on the precedent set in area on zoning policy.

Mr. Galloway then stated that staff had gone back to the original application to review what was requested and they looked at the actions undertaken at the Planning Commission in February and the recommendation this evening is tied to the original application.

Mr. Galloway then advised that staff is recommending approval of the application not to R4, but to R2 which would require a 1750 square foot minimum, which is consistent with the application received that stated the houses would range from 1800 square feet to 2900 square feet. Staff recommends that the rezoning to R-2 be conditioned to limit the number of lots to 4 as shown on the proposed development plan that Dr. Solomon has presented and that the development plan also be a condition of rezoning.

Mr. Galloway stated that the conditions would suggest establishing restrictions for the 26-acre parcel if somebody wanted to come in and purchase that property to develop a subdivision. They would not have the ability to do it as a matter of right, they would have to come to the Board and make an application to have that condition changed in order to allow for 1 acre lot density.

Mr. Galloway stated that for the clarification of the neighbors, this is not a multi-family development class. It is a single-family class with a minimum lot size of roughly one acre if you have public water. This zoning would be limited to 4 lots and then anybody who purchased them at a subsequent time and may want to develop a subdivision would have to come back to the Board and that would be analyzed with the development trends that are in place in that area at that time.

Mr. Galloway stated that they had discovered an error in the earlier staff report. Both the R-2 District and the R-4 District both require a minimum lot width at the building line of 125', the plat shows 110' both in road frontage and at the building line. This was staffs' error and it will require a variance, but staff would ask if the board moves to approve the rezoning that it additionally be conditioned upon granting a variance on the lot width requirement in the R-2 district from 125' to 110' and since it is the County's error staff asks that the Board direct that the variance be processed with a waiver of the variance application fee.

Chairperson Flowers-Taylor stated that the original request to the board from the Solomon's was for R-4 and the recommendation was for R-4. She is confused by the amended paperwork recommending an R-2 designation. The next thing she is concerned about is the applicant advised that the information on the plat is incorrect.

Mr. Galloway then advised that the road frontage, cumulatively is accurate on the plat is consistent with what has been stated. The minimum road frontage in both R-4 and R-2 is 75', but the minimum lot width is measured at the building line, which is at the setback and that requires 125'. So, you can have a lot that is smaller on the road frontage and could flare out somewhat to meet the 125' at the building line and it would be fine.

Mr. Galloway then stated that the lots, as laid out makes sense for what they want to do and as a general rule a variance of 10-15' is not controversial and it would make these lots comply as shown on the plat. Mr. Galloway stated that the Board could condition the approval with direction to Dr. and Mrs. Solomon to come back with a plat that is consistent with the requirements, or we could send them through for a variance for the 15' on the three front

lots.

Mr. Galloway stated that staff viewed the variance application as a “clean-up” to allow Dr. Solomon’s plat, as presented, to go through as initially proposed and that can be done without having to go have a new plat developed and can be completed in the next 30-45 days. Dr. Solomon has stated that they hope to be building by the summer and this can be approved within that period of time.

Mr. Galloway stated that staff is trying to take what he wanted to do in the original application and get that approved. Mr. Galloway stated that staff views Dr. Solomon’s current design as being better, it is a coherent design that makes everything equal for the three lots involved and staff recommends approval as presented and offers a sincere apology that this was not caught. Dr. Solomon is better served to have the lots that are shown on this plat approved by means of a variance and then the design that was tendered with the original application is approved. The lots would be legal and there would be no risk that a permit would be subject to challenge because the lots did not meet a certain criteria of the zoning ordinance.

Mr. Galloway then advised that the original request presented by Dr. Solomon was for houses in the 1800 – 2900 square foot range. He discussed with Chad Jacobs the need to change the designation to R-2 due to the house size being proposed. He further stated that at the Planning Commission meeting, the designation of R-2 was discussed and the Planning Commission and Dr. Solomon agreed at that time the designation could be changed to R-2 because of the house size. That is why R-2 is being recommended in the current staff report. If you review the minutes from the Planning and Zoning Commission meeting at March, it indicates that a designation of R-2 was agreeable with everyone.

Mr. Galloway stated that the only difference between an R-2 zoning and an R-4 zoning is the minimum square footage for a home is 1500 square foot for R-4 versus 1750 square foot for R-2. Mr. Galloway then advised if the Board wishes to rezone the property to R-4, that they take the staff recommendations and change the R-2 designation to R-4. Mr. Galloway then stated that R-2 is consistent with the elevations of the houses that were presented and is consistent with the other houses in the area which are tending to be R-2 or greater in square footage.

Mr. Galloway then advised that the condition that ties the rezoning to Dr. Solomon’s site plan, would require anybody who wanted to look at this property for a speculative subdivision to come back and explain to the Board why the character of the neighborhood is consistent with one acre lots and that size of square footage house. He further stated that the better protection for the neighborhood is tied to the lot restriction, rather than the size of the house.

Dr. Solomon stated he wanted to clarify a few things with the dimension of the lots, they will not need a variance by any means. Again, the plat that was submitted was a preliminary plat, because each time you go back to the surveyor for a minor tweak, it costs, so Mr. Jacobs asked that they submit a preliminary plat of 110’ and after the Board has decided, then they could make the final changes. He stated that there is enough road frontage to changes the lots to 125’ feet and meet the requirements without a variance.

Motion/Second by Dutton/Johnson to approve Application #20-04Z: William and 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-2 as recommended by staff with the

conditions as recommended by staff.

Commissioner Dutton stated that this would give the Solomons' the opportunity to develop their compound as they are proposing and alleviate the concerns of the community.

Motion failed for lack of a majority.

Motion/Second by Johnson/Flowers-Taylor to approve Application #20-04Z: William and 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 as originally requested by the applicant with staff condition: "That the rezoning of the Subject property in R-4 be conditioned to limit the number of lots to four (4). Applicant is to submit a new plat that meets current specifications for R-4.

Commissioner Dutton stated that he feels zoning in this area to R-4 sets a bad precedent for the surrounding neighborhoods, surrounding land and surrounding landowners.

Motion carried by a vote of 3-1 (Dutton).

2. **Application #20-05Z:** Haskell Sears Ward and Leah Ward Sears, Owners - Tony L. Jones, Agent - 591 Lakewood Drive (4.60 acres, more or less, located in Land Lot 158 of the 3rd Land District) - requesting a rezoning from C-1, Highway Commercial, to R-4, Single Family Residential.

Tony Jones, 1739 Honey Bee Creek Drive, Griffin, stated that this is a piece of property he is selling for the owner. Approximately 30-35 years ago someone had the property rezoned to C-1. This property is sitting in the middle of a residential neighborhood off of N. Hill Street. He then advised that it was his understanding that originally the property backing up to this lot was to be a cemetery and the plan was to have an office on this lot. It is currently spot zoned; it is a residential area with no commercial development around it. The reason for the rezoning is to place the property on the market so that someone can purchase it and place a house on it.

Mr. Galloway stated that everything that Mr. Jones presented is accurate, it is currently a spot zone and it is more appropriate to be zoned to a residential class. The staff recommendation is approval without conditions to R-4 as requested.

Commissioner Dutton then inquired as to the current zoning for the area.

Mr. Galloway advised that the current zoning on the properties around this parcel are zoned R-1, but the development in the area is consistent with an R-4 zoning.

Motion/Second by Johnson/Miller to approve Application #20-05Z: Haskell Sears Ward and Leah Ward Sears, Owners - Tony L. Jones, Agent - 591 Lakewood Drive (4.60 acres, more or less, located in Land Lot 158 of the 3rd Land District) - requesting a rezoning from C-1, Highway Commercial, to R-4, Single Family Residential. Motion carried 3-1 (Dutton).

3. **Amendment to UDO #A-20-01:** Article 2. Definitions of Terms Used - amend definition of Antenna and add definition of Wireless facility, small.

Mr. Galloway asked that the board consolidate the discussion on A-20-01 and A-20-02 and then vote on them separately.

Mr. Galloway stated that there are two ordinances for consideration. Amendment #A-20-01 changes the definition for antenna and adds a definition for wireless facility small into the UDO. Then you have Amendment #A-20-02 which provides standards for those facilities in Appendix I which is the tower ordinance.

Mr. Galloway then advised that the Georgia Legislature passed a statute to facilitate the deployment of 5G technology and that ordinance is called the Georgia Streamlining Wireless Facilities and Antennas Act and it is codified at OCGA 36-66C-1.

Mr. Galloway stated that 5G is intended to allow the user to download and have access to additional data. Data usage has dramatically increased since the time the Board approved the original cell towers. To get that done, and to allow the users to have that access, the technology has changed so you can have a smaller tower and antenna, but they have to be spaced much closer together.

Mr. Galloway then advised that the Georgia Streamlining Wireless Facilities and Antennas Act was Georgia's preparatory legislation. What they did was develop a new definition for a small antenna that is the reason it is called a wireless antenna small and they pre-empted a lot of the local government's authority to approve or disapprove, but still allow the County to get permit fees and to review plans and to make certain there are no problems with public safety and public works.

Mr. Galloway then stated that what is being presented this evening is an amendment to our tower ordinance which does the following:

- It segments the tower ordinance between the traditional cell towers which we can still approve and then it adds to that cell tower appendix a new section for the 5G wireless facilities.
- The definitions and provisions that are in Amendment #A-20-02 track the requirements of the Georgia Statute.

The bottom line is they still support co-location, they still support the use of existing facilities, which can include existing poles because the antenna is much smaller. They are allowed by the statute to locate in the right-of-way, but subject to a permit process and a review process which has been set up in this text to go through Community Development and you are able to secure compensation for the use of that right-of-way through permit fees.

Mr. Galloway stated that the County really doesn't have much discretion except to adopt an Ordinance that allows us to engage in permitting, to impose those fees and to allow us to go in if there is a problem with the tower or if there is a problem with a pole to go in and force them to correct it because it is on the right-of-way and because there is specific criteria for it.

Mr. Galloway stated that when you read through the legislation you will find that the County is not permitted to make distinctions on zoning districts, we are not permitted to make distinctions to place them outside of the right-of-way, as a general rule if there are conflicts with construction or if there are conflicts with other public facilities, we can't get them to move it. This will allow us to know who has facilities where in the County.

Commissioner Dutton then stated that what Mr. Galloway is saying is the wireless company has got the State to approve a law that forces local communities to allow, instead of them having to lease land and pay local

land owners a fee, they can just put it on the right-of-ways and not have to pay lease fees?

Mr. Galloway stated that is correct. He went on to add that under the telecom act of 1996, which was the authority to allow the cell tower facilities. Local governments were given the authority to approve or deny cell towers with more discretion than you have now.

The cell service companies began to object because people would come in and the governments would deny the applications. So, the cell companies went to the FCC and the FCC implemented policies that imposed significant limitations on the counties authority to approve or deny and this has been true across administrations irrespective of party. It has been a consistent erosion of government rights and what you see with 5G is opposed to going to the FCC they went to the State. These bills cropped up all over the country and as a result, in order to preserve the rights that you do have, we're having to implement these ordinances to at least give the county some mechanism for some local involvement in the decision making process.

Mr. Galloway then stated that one of the great ironies he has seen in doing telecom and electricity is the erosion of the premise that the local government closest to the deployment has the greatest interest and the best ability to determine what policy is appropriate for that jurisdiction. We use to call this federalism, but what has happened is these companies have desired to have uniform deployment and to eliminate the authority of the local government and both the FCC and the State Legislatures are generally in agreement. So, we are doing an ordinance that allows the county to have the authority that the State statute say the county can have.

Motion/Second by Johnson/Miller to approve UDO #A-20-01: Article 2. Definitions of Terms Used - amend definition of Antenna and add definition of Wireless facility, small. Motion carried 3-1 (Dutton).

4. **Amendment to UDO #A-20-02: Appendix I. Ordinance to Establish Standards for Telecommunications Antennas and Towers - amend definition of Antenna, add definition of Wireless facility, small and add Provisions Applicable to Facilities Other than Wireless Facilities, Small.**

Motion/Second by Johnson/Miller to approve Amendment to UDO #A-20-02: Appendix I. Ordinance to Establish Standards for Telecommunications Antennas and Towers - amend definition of Antenna, add definition of Wireless facility, small and add Provisions Applicable to Facilities Other than Wireless Facilities, Small. Motion carried 3-1 (Dutton).

5. **Amendment to UDO #A-20-03: Appendix A. Subdivision Ordinance - Section 502:G(22) - delete private road Sunset Strip and add as "Reserved."**

Mr. Galloway stated that years ago the County listed out private roads that were in existent in the County and it was determined by Mr. Wilson's office that Sunset Strip has been dedicated and has been maintained by the County.

Motion/Second by Miller/Johnson to approve Amendment to UDO #A-20-03: Appendix A. Subdivision Ordinance - Section 502:G(22) - delete private road Sunset Strip and add as "Reserved." Motion carried unanimously by all.

VI. OTHER BUSINESS:

VII. CLOSED MEETING

Motion/Second by Johnson/Dutton to enter into an Executive Session at 7:33 p.m. Motion carried unanimously by all.

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

Motion/Second by Miller/Johnson to close the Executive Session at 7:44 p.m. Motion carried 3-0 (Commissioner Dutton had not returned to the meeting room).

VIII. ADJOURNMENT

Motion/Second by Miller/Johnson adjourn the meeting at 7:45 p.m. Motion carried 3-0 (Commissioner Dutton had not returned to the meeting room).

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

MINUTES

The Spalding County Board of Commissioners held their Regular Meeting in Room 108 of the Spalding County Annex on Monday, June 1, 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 Attorney, Stephanie Windham, Citizen Engagement Specialist, Rachel Conort 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

Commissioner James Dutton, District #2 delivered the Invocation.

III. PLEDGE TO FLAG

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

IV. PRESENTATIONS/PROCLAMATIONS

1. Presentation of the 2020 Bain Proctor Award for Volunteerism recipient. - Kelly Carmichael, Leisure Services Manager.

Ms. Carmichael stated it was a great honor and privilege to present the 2020 Bain Proctor Volunteer of the Year Award. She advised that typically the award is presented in the month of April and given the importance of the award within the community it was decided to wait until the award could be presented in person.

Ms. Carmichael then gave a brief history of the award: Established in 2004, the Bain Proctor Award was established to recognize citizens of Spalding County who have provided significant volunteer services to the Community. The award was named after Bain Proctor, one of Griffin and Spalding County's most well-known volunteers.

Ms. Carmichael further stated that Spalding County is blessed to have so many individuals who freely give of their time and talents. Judging multiple award nominations that highlight volunteerism is an extremely difficult task. To keep the judging fair and completely non-biased, a committee of 5 non-related citizens review and score each submitted nomination.

Ms. Carmichael then stated that a true volunteer is one who unselfishly shares their personal time and talents to improve the lives of others without compensation or personal gain. They leave a lasting imprint upon the lives they touch and change them forever. It is the work of people like this who make lasting changes in the community and make it better.

Ms. Carmichael advised that when reading this volunteer's nomination, the first thing that comes to mind is "Servant Leader." He has served this community in a volunteer capacity for at least 45 years and most often within a position of leadership.

Mr. Carmichael relayed that the spirit of volunteerism embodies this individual and he has touched more areas of the community than most"

1. He has been a member of Griffin Rotary since the mid 1970's

2. Served within

- a. The Griffin Area Concert Association
- b. Griffin Choral Arts
- c. Friends of the Griffin-Spalding Library
- d. Griffin-Spalding Chamber of Commerce
- e. Griffin-Spalding United Way
- f. Southern Crescent Technical College
- g. Salvation Army of Griffin
- h. Flint River Regional library
- i. Pine Valley Girl Scouts
- j. Stepping Stones Educational Therapy Center
- k. Gordon College Foundation
- l. Griffin-Spalding Development Authority

Within our region he has also served on:

- m. Henry County Chamber of Commerce
- n. Henry County Council for Quality Growth
- o. Partners for Smart Growth of Butts County
- p. Clerk of Sessions and Committees at Regional Presbytery at First Presbyterian Church

Ms. Carmichael then stated that this servant leader is widely known across our great community and asked that the Board join her in recognizing **Mr. Arthur Hammond** for his years of committed service to the citizens of Spalding County. She added that Mr. Hammond personifies the spirit of Bain Proctor and thanked him for giving so unselfishly. She stated that his leadership and commitment to community has given Spalding County a strong foundation on which to build a hopeful future.

V. PRESENTATION OF FINANCIAL STATEMENTS

No financial statements to be presented.

VI. CITIZEN COMMENT

At this time, I will read the following statement regarding the protocol to be followed during both the Citizen Comment and the Public Hearing portions of the Agenda.

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.

The following spoke about the problems with guns being discharged, speeding and cars cutting donuts on the public street in their neighborhood.

Sam Vesper, 1009 Chesterwoods Court, Griffin, GA
Sybile Ridgley, 1016 Chesterwoods Court, Griffin, GA
Richard Chalow, 1009 Chesterwoods Court, Griffin, GA.

Sheriff Dix advised that he is aware of the problem in this area and that one of the offenders has also been involved in cutting donuts on the Wyomia Tyus Park property and he is addressing the problem.

VII. MINUTES -

1. Consider approval of minutes for the Spalding County Board of Commissioners Extraordinary Session on May 18, 2020.

Motion/Second by Miller/Dutton to approve the minutes for the Spalding County Board of Commissioners Extraordinary Session on May 18, 2020. Motion carried unanimously by all.

VIII. OLD BUSINESS –

1. Review and discussion of proposed 800 MHz Radio Intergovernmental Agreement with the City of Griffin.

Mr. Wilson stated that the County had sent an Intergovernmental Agreement to the City of Griffin late last year. The City of Griffin responded with what they would like to see in the Intergovernmental Agreement, their proposal was that no radios for their police and fire departments be included in the Agreement, they would pay for the radios that were not part of Public Safety.

Currently, the amount charged to the City is not the actual cost per piece of equipment for use of the system; therefore, the County currently has to subsidize the difference in what is being charged to the City of Griffin and the actual cost of the service per piece of equipment. This subsidy is paid out of the General Fund of the County. It is the City of Griffin's contention that since the County subsidizes the upkeep of the 800 MHz system out of the General Fund, it would be double taxation on the citizens of the City of Griffin as they pay both City and County taxes for Public Safety radio communication.

Motion/Second by Dutton/Miller to reject the proposed 800 MHz Radio Intergovernmental Agreement with the City of Griffin. Motion carried unanimously by all.

IX. PUBLIC HEARING –

Please note that the protocol stated for the Citizens Comments remain in effect for the Public Hearing.

Motion/Second by Johnson/Miller to open Public Hearing on the FY2021 Budget. Motion carried unanimously by all.

Mr. Wilson stated that no one had signed up to speak at the Public Hearing. He advised that the only change in the budget from what was presented by staff was the reduction requested by the Board to fund the Development Authority at 75% of their budget instead of the 100% recommended by staff at the direction of the Board during the retreat this year.

Mr. Wilson then stated that the new position of 800 MHz and Elections Computer technician will be presented to the Board at the next meeting as the job description and pay evaluation from the Archer Group has not been received. Also, the position of Supervisor of Elections has been sent to the Archer Group for review and recommendation. He would forward the findings of the Archer Group to the Board as soon as received and any adjustments will be made to the budget when it is presented for first reading on June 15th.

Motion/Second by Johnson/Dutton to close the FY2021 Public Hearing. Motion carried unanimously by all.

X. NEW BUSINESS -

1. Consider approval of a resolution to enter into contract with the Georgia Department of Human Services to provide funding for services through the Community Services Block Grant (CSBG) Program.

Chairperson Flowers-Taylor stated this is the same Community Services Block Grant that takes care of Back-Pack for Kids, Meals on Wheels, Senior Congregate meals and it also takes care of part of the funding for the girls and boys program at the Salvation Army. For the past six or seven years, each year she has said to them that the program at Salvation Army is not growing and it needs to be expanded and each year they say they will do it the next year and then the next year, the person who heads the Salvation Army location in Griffin leaves and they don't have anybody there who can do it.

Chairperson Flowers-Taylor stated that each year she asks them for that same money, then at the end of the year there is always an amount of money that is not utilized and we reallocate it to Meals on Wheels or one of the other programs. She is concerned because when the program started 10+ years ago, they saw hundreds of kids, but over the last five years they are not seeing that many kids. There was an after school program in the Fairmont Community, it was called the Enrichment of Young Minds and it eventually moved to UGA. We have had an after-school program at that location in the past and she has tried to get them to expand that program to include the rest of the community. It is the Salvation Army, it's not just for one side of town, it should serve the entire community, if it is using the entire community's money.

Chairperson Flowers-Taylor advised that she had spoken with Kelly Carmichael in Leisure Services and Jeannie Brantley at Three Rivers today. Ms. Brantley stated that she had put money in the budget for FY21 to allow for an after-school program to happen at Fairmont; however, she also learned today from Ms. Carmichael that it depends on what the Salvation Army Headquarters says and she simply wants to go on record as saying she is going to vote for this because she doesn't want anything to happen to the money that is going to Meals on Wheels and Congregate Meals, nor does she want anything to happen to the money for Back-Pack for Kids, but she wants to be on record letting them know this is the last time that they should be able to get the money for the community and not be willing to serve the entire community with the money they are getting.

Chairperson Flowers-Taylor then stated that Three Rivers Regional Commission administers this grant. She was questioning the costs charged as administrative costs for the grant. She advised that when she goes to the Three Rivers Meeting she is going to ask what it is they are doing that costs so much money. There is almost \$20,000 in administrative costs for this one grant.

Commissioner Dutton then asked the total amount of the grant.

Mr. Wilson advised the total amount of the grant is \$174,000 and a total of \$35,000 is cost to administer this grant. It is approximately 20%. Mr. Wilson then advised that the grant funds everything, and the cost of administration is for the paperwork involved in administering the grant.

FY'2021 CSBG RESOLUTION TO ENTER CONTRACT SPALDING COUNTY AND THE GEORGIA DEPARTMENT OF HUMAN SERVICES

WHEREAS, the Spalding County Board of Commissioners desire to provide services to assist underprivileged families throughout the County of Spalding; and

WHEREAS, a project application plan has been prepared for submission to the Georgia Department of Human Services to provide funding for services made available through the Community Services Block Grant (CSBG) Program; and

WHEREAS, this plan includes proposed services relative to Education and Cognitive Development and Health and Social/Behavioral Development; and

WHEREAS, it is the intent of this Board to contract for said services under the Community Services Block Grant for Fiscal Year 2021;

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Spalding County intends to enter into a contract with the Georgia Department of Human Services to provide CSBG Services within Spalding County for the period October 1, 2010 through September 30, 2021. Eligible services shall be made available through the provisions of the FFY'2021 CSBG Program.

Adopted at a regular meeting of the Spalding County Board of Commissioners held on this 1st day of June, 2020.

(County Seal)

Gwen Flowers-Taylor, Chairperson
Spalding County Board of Commissioners

Attest:

COUNTY CLERK

Motion/Second by Johnson/Miller to approve a resolution to enter into a contract with the Georgia Department of Human Services to provide funding for services through the Community Services Block Grant (CSBG) Program. Motion carried unanimously by all.

2. Consider approval of Inmate Telephone and Commissary Services agreement with Inmate Calling Solutions, LLC. for the Spalding CI.

Mr. Wilson stated that the group we currently have for this service has been purchased by another group. We are in year two of a three-year contract. They have come back to us with a better commission than previously offered and they are coming back with more funding in the technology fund. This is the group that you approved last year when we went to the inmate emails instead of the regular mail that was coming through. This system has been working very well and has significantly reduced the amount of mail coming in and the amount of contraband coming.

INMATE TELEPHONE & COMMISSARY SERVICES AGREEMENT

This Inmate Telephone and Commissary Services Agreement ("Agreement") is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS") having its principal place of business at 2200 Danbury Street, San Antonio, TX 78217, and **Spalding County, GA** (the "County") having its principal address as set forth on Exhibit A, attached hereto.

WHEREAS, the parties executed that certain Inmate Telephone & Commissary Services Agreement dated June 1, 2018 (the "Prior Agreement") ; and

WHEREAS, under the Prior Agreement, ICS' provision of Commissary services was through its affiliate, Keefe Commissary Network, LLC ("KCN"), which services shall continue hereunder.

NOW, THEREFORE, intending to be bound, the parties agree as follows:

1. **Term of Contract.** This Agreement shall be effective as of June 1, 2020 (the "Effective Date") and shall remain in force and effect for three (3) years from the Effective Date. This Agreement shall automatically renew for additional terms of one (1) year, each upon the same terms and conditions as set forth herein, unless either party otherwise provides written notice to the other party at least ninety (90) days prior to a scheduled renewal. Notwithstanding the foregoing, either party may terminate this Agreement, based on a material, adverse economic change beyond such party's reasonable control, with sixty (60) day's prior written notice. Upon termination of this Agreement, County shall immediately cease the use of any Equipment provided hereunder and return such Equipment to ICS.
2. **Equipment.** This Agreement includes the provision of Equipment by ICS either centrally located or within space provided by the County at each of the "Service Locations" listed on Exhibit A, attached hereto. The term "Equipment" is defined herein as telephone sets, computer systems and software, all as more fully described on Exhibit B of the Prior Agreement with any refinements set forth on Exhibit B, attached hereto. Any Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of County, shall remain in all respects the property of ICS. ICS reserves the right to remove or relocate any Equipment that is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and, in any case with at least thirty (30) days prior notice to County. Upon removal of Equipment by ICS, ICS shall restore the premise to its original condition, ordinary wear and tear excepted. County shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by County without the express written permission of ICS.
3. **Training.** ICS shall provide on-site training plus internet-based training at no cost to County. Additional training may be provided upon County's request based on availability of ICS.
4. **Call Rates.** ICS shall provide calling services to End-Users, on both a pre-paid and post-billed basis, at the rates and charges set forth on Exhibit C, attached hereto. ICS reserves the right to establish thresholds for the level of collect call credit to be allowed by the billed consumer. Rates and charges may be subject to change based on an order or rule of a regulatory authority having applicable jurisdiction.
5. **Operation of Commissary.** ICS shall, or shall cause its affiliate to: i) download all inmate orders for commissary items; ii) bag, box, and ship such commissary items to the County for distribution to the inmates and iii) bill County monthly or more frequently for all such purchases. In addition, ICS shall, or shall cause its affiliate to, keep the computer systems updated with complete information as to commissary items available, pricing, and other terms and conditions of sale. Product selection and pricing will be agreed upon by the parties. Menu selection shall be reviewed as needed, and no less than annually. All changes must be approved by County. Any price adjustments shall be made at least yearly on the contract anniversary date with prior approval of County.
6. **Deposit Services.** This agreement shall include ICS' affiliate KEEFE'S Access Corrections® Deposit Services. ICS will, or will cause its affiliate to, facilitate family deposits to inmate trust accounts via website, toll free phone number and deposit kiosk placed in a mutually agreeable site within the facility. County shall provide power and network connectivity for the kiosk. ICS will guarantee all

deposits and ACH moneys to a designated County bank account nightly. No fees for this service will be borne by County.

7. **Commissions to County.** ICS will install, operate and maintain Equipment at no charge to County. ICS will pay County the commission amounts set forth on Exhibit D, attached hereto (collectively the “Commissions”), in consideration of the County granting ICS exclusive rights for the installation and operation of Equipment at the Service Locations. Except as expressly provided hereunder, no Commissions shall be paid to County on amounts relating to taxes, regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls or commissary sales.

ICS will pay Commissions to County on a monthly basis on or before the first business day occurring 45 days following the end of the month in which such Commissions are earned or accrued. Such Commissions shall be sent to the address designated by County or wired to an account designated in writing by County for such purpose.

The parties agree that all financial consideration for telephone-related services hereunder is predicated on the rates and charges applicable at the time of execution and is, therefore, subject to adjustment based on any changes that may be required by any law, rule, tariff, order or policy (any of which, a “Regulatory Change”) of, or governed by, a regulatory body having jurisdiction over the public communications contemplated herein. In the event that a Regulatory Change affects such rates and charges, the parties agree to enter into good faith negotiations to amend this Agreement in a manner that provides sufficient consideration to ICS for ongoing services, as well as complies with the Regulatory Change. If the parties cannot reach an agreement as to the amendment necessary within 30 days of public notice of the Regulatory Change, then either party may terminate this Agreement with an additional 60 days’ prior written notice. In addition, Commission rates are predicated on County maintaining an average daily inmate population consistent with the average of the three months preceding the Cutover Date and having access to telephones materially consistent with industry practice.

8. **County shall:**

- a. Advise ICS of any Services Location or related premise that has been closed.
- b. Throughout the term of this Agreement, including any renewal terms, use ICS as its exclusive provider for all matters relating to inmate telecommunication and commissary services.
- c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.
- d. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with general office use.
- e. Provide suitable space and accessibility for inmates’ use of telephone services.
- f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
- g. Permit access by ICS to County’s Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
- h. Pay all invoices as and when due in accordance with their terms, subject only to any bona fide dispute regarding such invoices (commissary invoices shall be paid from the inmate trust account on a ‘net 30 days’ basis).
- i. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by ICS.

9. **Notices.** Any notice or demand required hereunder shall be given or made by mail, postage prepaid, addressed to the respective party at the address first set

forth above unless otherwise communicated in writing.

10. **Entire Agreement.** This Agreement, together with Exhibits A through D, constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Any orders placed by County hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement. The County represents and warrants that it has the legal authority to make decisions concerning the provisions of space for telephones placed by ICS at the Service Locations covered by this Agreement and that ICS may rely thereon. This Agreement supersedes any prior written or oral understanding between the parties.
11. **Risk of Loss.** ICS shall relieve County of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment.
12. **Default.** In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, the non-breaching party shall have the right to cancel this Agreement without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.
13. **Assignment.** This Agreement may be transferred or assigned, in whole or in part, by ICS to any parent, successor, subsidiary, or affiliate of ICS. ICS may sub-contract any portion of its duties hereunder provided, however, it shall remain at all times responsible for such sub-contracted duties. This Agreement may otherwise only be transferred or assigned by a party with the written consent of the other party, which consent shall not be unreasonably withheld or delayed.
14. **Relationship.** The parties hereto are independent contractors and this Agreement shall not be construed as a contract of agency or employment. Each party shall be solely responsible for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and any taxes applicable to such party's employees. Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.
15. **Force Majeure.** Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, military action or similar events beyond the reasonable control of such party.
16. **Law and Venue.** The domestic law of the State of Georgia shall govern the construction, interpretation and performance of this Agreement and all transactions hereunder. All disputes hereunder shall be resolved exclusively in state or federal jurisdictions located in Spalding County of Georgia.
17. **Severability.** If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of ICS and County shall be construed and enforced accordingly.

- 18. Special ADA.** ICS will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. ICS shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to County.
- 19. Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
- 20. Warranty.** Subject to County's compliance with its obligations hereunder, Equipment shall be free from defects in workmanship and material, shall conform to ICS' published specifications in effect on the date of delivery or as otherwise proposed to County in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Location. County shall provide ICS with prompt written notification as to the specifics of any non-conformity or defect and ICS shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As County's sole and exclusive remedy, ICS shall, at ICS' sole option and expense, either: (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (c) replace such nonconforming or defective Equipment; or (d) promptly refund any amounts paid to ICS by County with respect to such nonconforming or defective Equipment upon ICS receipt of such nonconforming or defective Equipment. ICS does not warrant that the operation of the Equipment shall be uninterrupted or error-free. No warranty is made with respect to the use of Equipment on or in connection with equipment or software not provided by ICS. Equipment may contain recycled, refurbished or remanufactured parts which are equivalent to new parts. ICS makes no warranties or representations that it will solve any problems or produce any specific results.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ICSOLUTIONS HEREBY DISCLAIMS ANY OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMING OR DEFECTIVE EQUIPMENT AND SERVICES. NOTHING CONTAINED HEREIN SHALL OBLIGATE ICS TO ENHANCE OR MODIFY THE SERVICES OR EQUIPMENT BEYOND THE SUBSTANTIAL FUNCTIONALITY INITIALLY ACCEPTED BY FACILITY, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED UPON THE GENERATION OF CALL REVENUE.

- 21. No Hire/No Solicit.** During the term of this Agreement, and for a period of six (6) months thereafter, neither party shall solicit or hire the other party's employees, agents or representatives engaged by such party to perform work relating to this Agreement, without the express written consent of the other party.
- 22. Confidentiality.** During the term of this Agreement, each party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Agreement (collectively, "Confidential Information") of a character identified by the disclosing party as confidential and

that should reasonably have been understood by recipient, because of legends or markings, the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to the disclosing party. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence, and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Agreement. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Agreement for a period of three (3) years.

This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (a) now or hereafter, through no unauthorized act or failure to act on recipient's part, becomes generally known or available; (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records; (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure; or (d) independently developed by the recipient without use of the disclosing party's Confidential Information.

Nothing in this Agreement shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any governmental or judicial agency having jurisdiction.

- 23. License to Use Software.** With respect to the Equipment provided under this Agreement, ICS hereby grants to County a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the Enforcer[®] software and the Keefe Commissary Network software in the performance of this Agreement including, where applicable to the purposes hereunder, such Use on computers owned by County. Such license is specific to the County and Service Location(s) for which the services hereunder are provided and may not be transferred other than through an authorized assignment of this Agreement. Upon the termination hereof, this license and all rights of County to Use the applicable software will expire and terminate. County will not transform, decompile, reverse engineer, disassemble or in any way modify any of the software or otherwise determine or attempt to determine source code from executable code of any elements of the software.
- 24. Third Party Software.** Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.
- 25. Taxes.** Except as expressly provided for herein, each party shall bear responsibility for its own taxes and such other costs and expenses arising in connection with the performance of their respective obligations hereunder.
- 26. Insurance.** At all times during the Term of this Agreement, ICS shall maintain in effect the following types and amounts of insurance:

 - a. General Liability Insurance: \$1,000,000 per occurrence; \$1,000,000 personal injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations.
 - b. Commercial Automobile Liability: \$1,000,000 Combined Single Limit.

c. Workers' Compensation: ICS shall comply with all workers' compensation requirements for the jurisdictions in which employees/representatives perform applicable duties.

ICS shall provide certificates evidencing the above coverage amounts upon request from County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below, and represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties:

**Inmate Calling Solutions, LLC
Commissioners**

Spalding County Board of

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

Exhibit A – County Addresses

Principle Business Address (used for all notices hereunder):

Spalding County Board of Commissioners
119 East Solomon Street,
Griffin, GA 30223

Service Locations:

<u>Location Name</u>	<u>Address</u>
Spalding County Correctional Institution	295 Justice Blvd. Griffin, GA 30223

Equipment to be shipped to:

Spalding County Correctional Institution
295 Justice Blvd.
Griffin, GA 30223

Commissions to be paid to:

Spalding County Board of Commissioners
119 East Solomon Street
Griffin, GA 30223

Exhibit B – Equipment

Telephone Service-related and Commissary-related Equipment/Systems remain as set forth in the Prior Agreement and ICS shall refresh and refurbish such Equipment as needed.

In addition, ICS shall cause KCN to add two employees at County's Service Location at a

flat rate not to exceed \$150 per week per employee.

Exhibit C – Call Rates

The following rates apply to calls from all Service Locations:

Collect Calling Rates		
Call Type	Per Call Charge	Per Minute Charge
Local	\$0.00	\$0.16
Intrastate/IntraLATA	\$0.00	\$0.16
Intrastate/InterLATA	\$0.00	\$0.16
Interstate	\$0.00	\$0.16

Debit & Prepaid Calling Rates		
Call Type	Per Call Charge	Per Minute Charge
Local	\$0.00	\$0.16
Intrastate/IntraLATA	\$0.00	\$0.16
Intrastate/InterLATA	\$0.00	\$0.16
Interstate	\$0.00	\$0.16
International	\$1.00	\$0.50

NOTES: Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.

Call rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.

Billing Fees:

Payment Processing Fee (Live agent).....	\$5.95
Payment Processing Fee (IVR or Internet).....	\$3.00
Direct Billing Statement Fee.....	\$2.00

Exhibit D – Commissions

Telephone Services:

ICS shall pay to County a Commission of 69% of the gross call revenue for all call types generated from County’s Service Locations. ICS shall also pay County 50% of any service fees collected for inmate voice mail. In addition, ICS shall make available to County a technology reimbursement fund in the amount of \$12,000, which County may draw upon as needed.

Commissary Services:

ICS shall pay to County a Commission of 36% of the adjusted gross sales (gross sales less non-commissioned items listed below) for all commissary sales from County’s Service Locations.

Noncommissioned Items

- Stamped envelopes
- Postage stamps
- Indigent Kits
- Admission Kits
- On-site, special commissary item sales sold by County

Note: Commissions shall be made payable and sent to the address so designated on Exhibit A to this Agreement.

Motion/Second by Dutton/Johnson to approve the Inmate Telephone and Commissary Service agreement with Inmate calling Solutions, LLC for the Spalding County CI. Motion carried unanimously by all.

3. Consider approval of an Intergovernmental Agreement between Spalding County and the City of Griffin for the purpose of establishing funding allocations for the Edward Byrne Memorial Justice Assistance Grant Program.

Mr. Wilson stated that this is for FY2019, this funding always runs a year behind and the funding for 2019 is flowing through the County. Initially, the grant used to flow individually one grant for the City and one for the County; however, that was changed a few years ago and now all of the money flows through the County and we have to contract with the City in order for them to receive their funding.

Chairperson Flowers-Taylor asked if the grant was a set amount every year?

Sheriff Dix stated that the amount fluctuates from year to year.

INTERGOVERNMENTAL AGREEMENT

between the
CITY OF GRIFFIN, GEORGIA
and
SPALDING COUNTY, GEORGIA

PREAMBLE

This Intergovernmental Contract entered into this 1st day of June, 2020 between the **CITY OF GRIFFIN, GEORGIA** (hereinafter referred to as the “City”) and **SPALDING COUNTY, GEORGIA** (hereinafter referred to as the “County”) (and collectively the City of Griffin, Georgia and Spalding County, Georgia hereinafter referred to as the “Parties”) is for the purpose of establishing funding allocations for the Edward Byrne Memorial Justice Assistance Grant Program (hereinafter referred to as the “JAG Program”), codified in 42 U.S.C. § 3751(a), and to provide for the duties and responsibilities of both Parties.

RECITALS

WHEREAS, this agreement is made under the authority of Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia; and

WHEREAS, the City, as applicant and fiscal agent, submitted an application for the aggregate eligible allocation to all disparate municipalities for the FY 2019 JAG Program. City of Griffin will receive \$20,148. Spalding County was entitled to receive \$12,719, but did not apply for the FY 2019 JAG program; and

WHEREAS, the City desires to receive FY 2019 JAG Program funding in accordance with the terms and conditions of the grant application and award; and

WHEREAS, the Parties find that the performance of this Agreement is in the best interests of both Parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing Parties for the services under this agreement;

WHEREAS, the Parties believe it to be in their best interests to allocate the JAG Program funds as mentioned above;

NOW THEREFORE, the Parties agree to the following:

SECTION I

This Agreement shall be effective as of the date aforementioned and extend through June 30, 2022, or until grant funds are exhausted, unless earlier terminated in accordance with Section VII of this agreement or modified as provided in Section XVI.

SECTION II

The City agrees to use JAG Program funds for purposes authorized under the grant, to provide data that measures the results of its work, and to provide consistent communication with the County.

SECTION III

City agrees to use \$20,148 from Byrne Grant JAG Award 2019-DJ-BX-0511 for the 2019 Griffin Police Department Law Enforcement Program until September 2022.

SECTION IV

This Agreement may be terminated prior to the end of the grant upon sixty (60) days mutual written consent of the Parties or upon ninety (90) days written notice by one party. Termination under any provision of this paragraph shall not affect any rights, obligations, or liabilities of the Parties which accrued prior to such termination.

SECTION V

Nothing in the performance of this Agreement shall impose any liability for claims against Spalding County other than claims for which liability may be imposed pursuant to Georgia law.

SECTION VI

Nothing in the performance of this Agreement shall impose any liability for claims against the City of Griffin other than claims for which liability may be imposed pursuant to Georgia law.

SECTION VII

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

SECTION VIII

Each party shall be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

SECTION IX

This Agreement shall be construed according to the laws of the State of Georgia. Any action regarding this Agreement or work performed under this Agreement shall be filed in Spalding County or in the Northern District of Georgia, United States District Court.

SECTION X

Parties will comply with all federal, state, and local statutes regarding civil rights and non-discrimination practices.

SECTION XI

Each party shall have access to the books, documents, and other records of the other that are related to this Agreement and the FY 2019 JAG Program for the purpose of examination, copying, site visit and audit, unless otherwise limited by law. The books, documents, and other records related to this Agreement and the FY 2019 JAG Program shall be maintained as long as stipulated in the Grant or by federal law, whichever is longer.

SECTION XII

Neither party shall subcontract or assign any part of this Agreement without the written consent of the other party.

SECTION XIII

This Agreement may be modified by mutual consent of the Parties. Any modification of provisions of this Agreement shall be reduced to writing and signed by the Parties.

SECTION XIV

This Agreement constitutes the entire Agreement between the Parties. This Agreement may be modified or amended only by the written Agreement of the Parties.

SECTION XV

By entering into this Agreement, the parties do not intend to create any obligations, either express or implied, other than those set forth herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agreement to be executed by placing on it the signatures of the persons authorized to act for the parties as follows:

Spalding County, Georgia (SEAL)

City of Griffin, Georgia (SEAL)

By: _____
Gwen Flowers-Taylor, Chairperson

By: _____
Douglas S. Hollberg, Mayor

Attest: _____
William P. Wilson, Jr.
County Clerk

Attest: _____
Kenny L. Smith
City Clerk

Approved as to form:

Approved as to form:

By: _____
Beck, Owen & Murray,
County Attorney

By: _____
Andrew J. Whalen, III,
City Attorney

Motion/Second by Dutton/Miller to approve an Intergovernmental Agreement between Spalding County and the City of Griffin for the purpose of establishing funding allocations for the Edward Byrne Memorial Justice Assistance Grant Program. Motion carried unanimously by all.

4. Consider bids for the provision of indigent defense services for the State and Juvenile Courts of Spalding County.

Commissioner Dutton advised that he would recuse himself from this item as he practices in State Court and it represents a significant amount of business that his firm has. He would like to say that we heard some great proposals and the people of Spalding County will receive excellent services by whomever the Board chooses.

Chairperson Flowers-Taylor stated that the Board had the opportunity to speak with the groups last week. We all had questions and concerns about what we wanted to see in the bid process.

Commissioner Johnson stated that all of the bidders had excellent presentations. Sullivan and Ogletree gave a remarkable presentation it was very thorough from the beginning of your process to the end. She stated that she received an education on it and they answered all the questions. She stated that the cost of their bid is a factor. Putting cost aside, Bradley Moody was also one who presented well, they covered all of the points being skilled, being knowledgeable, being capable with caseload management. Their 40 years of experience, she feels they are ready to go. She feels they have a good relationship in the Griffin-Spalding Area. She then stated that the The Jewkes Firm also stood out with their presentation as well.

Commissioner Miller stated he felt they all gave a good presentation. One that impressed him was the Kidd, Cato, Easom & Roquemore Law Firm. They had all the paperwork the Board had requested in their bid proposal. The other was the Jewkes Law firm, the cost of the service is a consideration. They say they are going to furnish the service, if they don't then we will get rid of them. If they can't live up to the agreement.

Chairperson Flowers-Taylor stated she is not in a place to question how attorneys do their job, so for her everybody basically said the same thing. What she was looking for was someone who was interested in what she was looking for, which is finding out whether our not our clients are happy and she found it very interesting that Commissioner Dutton mentioned that as far as he knows no one is doing a customer service survey with any of their clients that we are paying money to provide a service for. She likes the fact that the Jewkes firm had survey sheets ready, they understood what it was that we wanted and she liked the fact that the Jewkes firm seemed to understand that the demographics of this community have a lot of people of color in the system. She stated that it is very important when you can see people who look like you and understand you, so she is impressed by how they presented themselves in that way. She stated that she is very much impressed with the Jewkes Firm and if she had to pick a #1 and #2, it would be the Jewkes Firm and Kidd, Cato, Easom & Roquemore.

Commissioner Miller stated that his two choices would be Kidd, Cato, Easom & Roquemore and the Jewkes Firm.

Motion/Second by Johnson/Miller to appoint the Jewkes Firm, LLC to represent Spalding County for indigent defense services for the State and Juvenile Courts of Spalding County. Motion carried 3-0-1 (Dutton).

Mr. Wilson advised that he had no idea the Board would finish this much of the agenda and would get to this point so quickly. Mr. Brian Upson with Paragon is on his way and should be here shortly.

Chairperson Flowers-Taylor asked that the meeting recess at 6:44 p.m. for 10 minutes to allow for Mr. Upson to arrive.

Chairperson Flowers-Taylor resumed the meeting at 6:54 p.m.

5. Consider approval of revised Rosenwald School Renovation project concept and authorize solicitation of bids for construction.

Mr. Wilson stated that as discussed at the retreat, there are 2008 SPLOST

Funds in the amount of approximately \$2.3 million for projects that are now not feasible. We went to the Bond Counsel and both the Bond Counsel and our Investment Banker stated that those funds could be use for any other SPLOST project that we had. So, immediately Heritage Park came to mind.

As you know, at the last meeting the Board of Commissioners authorized signing an option to purchase with the Housing Authority for the Equalization Building and property adjacent to Heritage Park for an 83 unit, tax credit housing unit to be placed there. With that, the Housing Authority will also renovate the Equalization Building at their expense. This evening we have Brian Upson here to present the Rosenwald Building plan. We have talked about projects and what is going on and we would not even be here if it weren't for the Rosenwald Building itself.

Mr. Wilson stated that the purpose is to keep the Rosenwald Building as historically accurate as possible without putting it on the National Register and having to restore it to their specifications as that would double or triple the cost of the renovation. What Mr. Upson is bringing this evening is the parking lot, visitors' center and the Rosenwald Building. If you approve this concept, we can move forward with final engineering and architectural plans. It is staff's hope that we can fit the project comfortably within the \$2.3 million available in funding, leaving any additional 2016 SPLOST funding for the gymnasium which would be Phase III of this project.

Mr. Upson stated that Paragon had been asked to come up with concepts for all three buildings and those were presented in February. At that time, the total cost for all three buildings was approximately \$7 million. Mr. Wilson then asked that he look at the Rosenwald Building and possibly reduce the parking spaces and cut some site costs so it would fit into a budget of under \$2.3 million.

Mr. Upson then reviewed the plans for the Rosenwald Building and the Welcome Center for the Board. The Board asked questions and Mr. Upson responded to the questions. Once the Board was satisfied Chairman Flowers-Taylor called for the vote.

Motion/Second by Johnson/Dutton to approve the revised Rosenwald School Renovation project concept and authorize solicitation of bids for construction. Motion carried unanimously by all.

6. Consider approval of concept and plan for the new Spalding County Animal Shelter and authorize solicitation of bids for construction.

Mr. Upson then reviewed the concept and plan for the new Spalding County Animal Shelter and Mr. Mitchell Davis with POND and Company also discussed the layout of the concept plan with the Board.

After discussion of the plans and a question an answer period, Chairperson Flowers-Taylor called for the vote. The Board stated that we want to do what we said we would do and create a great facility and that is what we are going to do.

Motion/Second by Dutton/Johnson to approve the concept and plan for the new Spalding County Animal Shelter and authorize solicitation of bids for construction. Motion carried unanimously by all.

Mr. Wilsons stated the Board has made great steps tonight and last month on the SPLOST Projects. The only major project left is the Aquatic Center and that will be on the July Agenda.

XI. REPORT OF COUNTY MANAGER

- SPLOST collections for April were \$835,257.81 which was a 2.06% increase

over the same period in 2019 and brings average collections to \$769,784.31 approximately 10% above the anticipated collections for this 49-month period. Total collections for the 49-month period are \$37,719,430.00.

- The Archway Executive Committee, Board of Education, Spalding County and the City of Griffin have worked with Archway on a joint strategic planning proposal, this is a countywide plan for the School System, the County and the City to be funded by Archway at no cost to the City, County or Board of Education. He feels it is something that we need and it is perfect timing because the school system is redoing their 5-year plan and the City and County will be redoing our comp-plans next year. This is a plan on where we want Griffin-Spalding to be 10 years from now.
- There are members in the audience who are here who want to practice sports. He advised that he has read and re-read ACCG's commentary from the Governor's second Executive Order. He then read the portions relevant to the local government parks and recreation program.

He then advised that Kelly Carmichael had furnished him guidelines for each of the associations from USSSA, to Pickleball, to soccer or football. All of them have adopted return to play best practices. He then stated that he doesn't feel we are at the point to where we can allow competition, but we certainly can allow practice. Mr. Wilson stated that other entities have allowed practice to resume, not organized play, but practices.

Ms. Carmichael stated there are some counties that are allowing play within their communities but no tournament play. She stated she feels that would be the next step.

After considerable discussion between the Board members, consensus of the Board is to allow practice to commence with the guidelines as provided by each of the athletic associations as long as they can abide by the social distancing and a maximum of 25 people.

XII. REPORT OF ASSISTANT COUNTY MANAGER

➤ EMA:

- Today is the first day of Hurricane Season. EMA has provided Hurricane Preparation week and daily subjects to consider in your preparation process efforts for the upcoming hurricane season that begins June 1, 2020

➤ Fire:

- The annual burn ban is under way that began May 1 and runs through September 30
- Recruits are in their second week of basic training and all passed their 1st written exam. The first test is typically one of the hardest due to the students not knowing how to prepare since they have not seen the testing format prior. The test also covers seven chapters in which they have had lectures on during the course of the week.
- Three certified new hires are settling in on their new shifts and seem to be fitting in.
- Service awards were given to the following:
Lieutenant Randy Ponder 15 years
Firefighter Johnathan Fetters 10 years
Firefighter EMT Nick Long 10 years
Firefighter Brian Clothier 5 years
Firefighter Avery Bragg 5 years
Firefighter Desmond Woodard 5 years

- The Courthouse Janitorial Detail started Fogging/Disinfecting the Courtroom

and the Second Floor Magistrate Office last week.

- Auburn University is still closed; however, some of the professors did come in the end of May to alter the animals and made videos for their students. We don't know when they will reopen.

XIII. REPORT OF COMMISSIONERS

Bart Miller – No comment.

Rita Johnson – A lot of people have been protesting over the last few days and she can respect a peaceful protest, but she would like to encourage people to take action and utilize their right to vote. Go to the polls.

James Dutton – The Sheriff stated that he has already taken some steps regarding speeding and the donuts, but he is also getting complaints from other parts of the County about people shooting at night. He has also heard some folks saying that people are shooting from their property onto the property next door and in addition to the little bit of lead that is a trespass they can't do.

He wants to commend the Sheriff's Office for their support in assisting with court cases. Your staff has been exceptional in accommodating request from attorneys that are having to contact clients before court. Captain Phillips and Major Sowell are both phenomenal, we are so lucky to have both of them. Their innovative approach to solving the problems created by the Court was appreciated. He feels that other counties would not have even considered the request. They are responsive not only to the attorneys, but to the Public Defenders as well.

Any of the people who came in and bid on the Public Defender contract would have been excellent. The guys from Kidd, Cato drove all the way down from North Georgia to present. We had folks from Newnan and Henry County, all great attorneys. He feels the Board made an excellent choice in the ones selected. He stated that he is looking forward to their getting started. He has already been getting text from the judge asking for contact information.

He is equally excited about the Rosenwald School he is ready to get some bids back and start breaking ground and get this project for that wonderful community going as soon as possible. He thinks it is going to be great working with the housing authority go get this project completed.

He is hoping that our estimates for the Animal Shelter match the bids that come in. He hopes that we have overestimated the costs and the bids come in way under and we can get all the bells and whistles we want and we can really do justice by the animals that we have dominion over and it is our responsibility to take care of.

He stated that he wants to end with the fact that he wants everything to be open, he wants people to have the choices with the responsibilities being on the individual and not on the government. That being said, he asked that everyone please be safe.

Gwen Flowers-Taylor – She wanted to comment on the gentleman who talked about the shooting in the subdivisions. She has a problem with that, she knows everyone gets upset when it comes to whether an individual can have a weapon. When you live in a subdivision, she doesn't feel it is right for anyone to be firing a weapon if there are neighbors close to you. She doesn't know how this is addressed in the ordinance, but she feels sure there is something about densely populated areas and discharge of firearms. She would like to have a discussion about this because she really doesn't understand at this point what the rules are and if you can shoot out in your yard if you have 5 acres or $\frac{3}{4}$ acre? Surely nobody's neighbors should have to be subjected to having that kind of noise. She would love to have some dialogue on this, because it's not going to be enough for the Sheriff to go out if they're not breaking a law. It's rude, it's unsafe, but if there are no guidelines for safety in a densely populated area.

She doesn't know what can be done about the speeders. The speeders on Jackson Road and High Falls Road. She spoke with Mr. Hammond who lives on Jackson

Road just past Jackson Lane and he says that in the time he has lived there, he has had three cars to plow into his front porch because they are coming over that hill by UPS and when they're going there, they are heading toward the school and with the school being out it is like a racetrack over there. If anybody ever wanted to come and sit as a traffic stop, that would definitely be the place.

The other concern she has is the traffic on the road at the East Griffin Baptist Church coming from Ambucs. She doesn't know what the speed limit is, but everybody coming up over that hill is doing about 55 m.p.h. By the time they hit the dip by the church. She was wondering if a speed indicator could be placed on this road, so that people will be aware of how fast they are going in that area.

Regarding the protests that are going on, someone called her wanted to know what we were doing as Commissioners? She stated that her answer is it is COVID 19, why would she want to go out and get in a crowd of people. She is 65 years old so she can be that person. Even though she sees a lot of the people in mass with mask on, she simply doesn't feel it is a place for her to be and if there is anything that needs to be said about all the fussing. She says you don't get anything done by walking around in the street, it is the laws that you need to get changed in order for those things to change. So, unless somebody is talking about changing some laws, she's not really interested. She is hurt and sad about this whole situation and the history that brought us to where we are, but she's not really interested in dealing with anybody who is not doing anything that is really going to make a difference. So, for anybody wondering why she wasn't out there, there simply was no reason for her to be.

She thanked the Board for the meeting, it was a good meeting, we had a lot of hard decisions to make, but we got through it.

XIV. CLOSED SESSION

XV. ADJOURNMENT

Motion/Second by Johnson/Miller to adjourn the meeting at 8:52 p.m. Motion carried unanimously by all.

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



SPALDING COUNTY BOARD OF COMMISSIONERS
Update from Parks and Leisure Advisory Commission

Requesting Agency

Spalding County Leisure Services

Requested Action

Update from Parks and Leisure Advisory Commission regarding phasing in public Leisure Services programming and park facility usage.

Requirement for Board Action

Is this Item Goal Related?

No

Summary and Background

Spalding County Parks and Leisure Services Commission to make recommendation regarding phasing in additional park facility usage and program services.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION



SPALDING COUNTY BOARD OF COMMISSIONERS Amplification Permit Request - 460 Aerodrome Way

Requesting Agency

County Clerk

Requested Action

Consider request from The Lake Pavilion, Ms. LaWanda Strachan Burks, for an amplification permit on Saturday, June 27th, 2020 from 12 p.m. - 5 p.m. for a "Arts on the Lake" event.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

This event is tentatively scheduled, it may be cancelled depending on the Governor's Executive Order regarding social distancing at the time of the event.

The application has been approved by the Sheriff's Office and Community Development.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval pending not conflict with Governor Kemp's Executive Order.

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Amplification Permit	6/10/2020	Backup Material
<input type="checkbox"/> Philly Weekend in Atlanta Flyer	6/15/2020	Backup Material

Check #1154

\$25.00

FEES PAID



6-10-2020

DATE

**SPALDING COUNTY
PERMIT APPLICATION
FOR AMPLIFICATION EVENT**

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

YOUR NAME: LaWanda Strachan Burks SIGNATURE: LaWanda Strachan Burks

NAME OF ORGANIZATION RESPONSIBLE FOR EVENT: The Lake Pavilion

PHONE NUMBER: 678-472-4632

ADDRESS OF RESPONSIBLE ORGANIZATION: 460 Aerodrome Way

TYPE OF EVENT (DESCRIBE): visual artist showcase

EVENT ADDRESS/LOCATION: 460 Aerodrome Way

DATE AND TIME OF EVENT: (beginning hour and ending hour): 06/27/2020 12pm-5pm

PLEASE ATTACH THE FOLLOWING INFORMATION:

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

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

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

LaWanda Strachan Burks

APPLICANT

06/08/2020

DATE

(YES) (NO) COMMUNITY DEVELOPMENT

DATE

REMARKS: _____

May 30, 2020

"Philly Day" in Atlanta

Seamón Family Foundation / SE&E Co / The Lake Pavilion
460 Aerodrome Way / Griffin, GA 30224



Seamón Enterprises

Dear

Thank you for taking the time to consider our donation request.

We are excited to invite the residents of Spalding County to this incredible community event, supporting exceptional causes. The "Philly Day" in Atlanta's Advisory Board have been busy planning our inaugural event & visual artist showcase, to celebrate the Philly Unity that we have infused into Atlanta's history. We will highlight our event with the "Arts on the Lake" on Saturday, June 27th, from Noon-5pm, at The Lake Pavilion in Griffin, GA.

The Showcase will feature visual artists & artisans from all over Georgia and beyond, exhibiting local and internationally renowned art pieces, that will be curated by the Blackberry Arts Collective. The Showcase is FREE and open to the public with an RSVP on Eventbrite. (Search Philly in Atlanta)

Social distancing guidelines and safety protocols will be practiced and adhered to during the event.

The organization that will benefit from the proceeds of this charitable event include The **Seamón Family Foundation**, which supports the education and exposure of aspiring artists, as well as programming around youth bullying & suicide prevention.

The "Philly Day" in Atlanta promises to be a first-class event, providing excellent opportunities for local and surrounding area businesses to engage the community and support various causes that increase awareness and provide life-changing options towards a better quality of life.

We are requesting your support of this event through a donation of the supplies for the art exhibit's display around the trees (see sample picture below). This will require 30 pieces of 8x4 half inch plywood, 2 feet long, 30 pieces of 2x4, 6 feet long, a leveler, 2 hammers and 4 boxes of 4 inch wood nails. We will also need 4 gallons of white paint to accommodate the wood for the tree exhibits.

We are thankful for the services that you have provided to our communities and are excited to show our friends, supporters and clients, the awesome business relationship that we have garnered and your selflessness, as a beacon of continued support and involvement in our communities.

By giving today, you become a part of us, in helping bring a change in the lives of Georgia Artists. When Artists have the ability to exhibit and sell their art, especially in lieu of the pandemic's affect on the Artist community, will bring viable resources to their homes and communities, while many of them are pursuing education or re-establishing their lives as working artists.

Your donations are Tax Deductible.

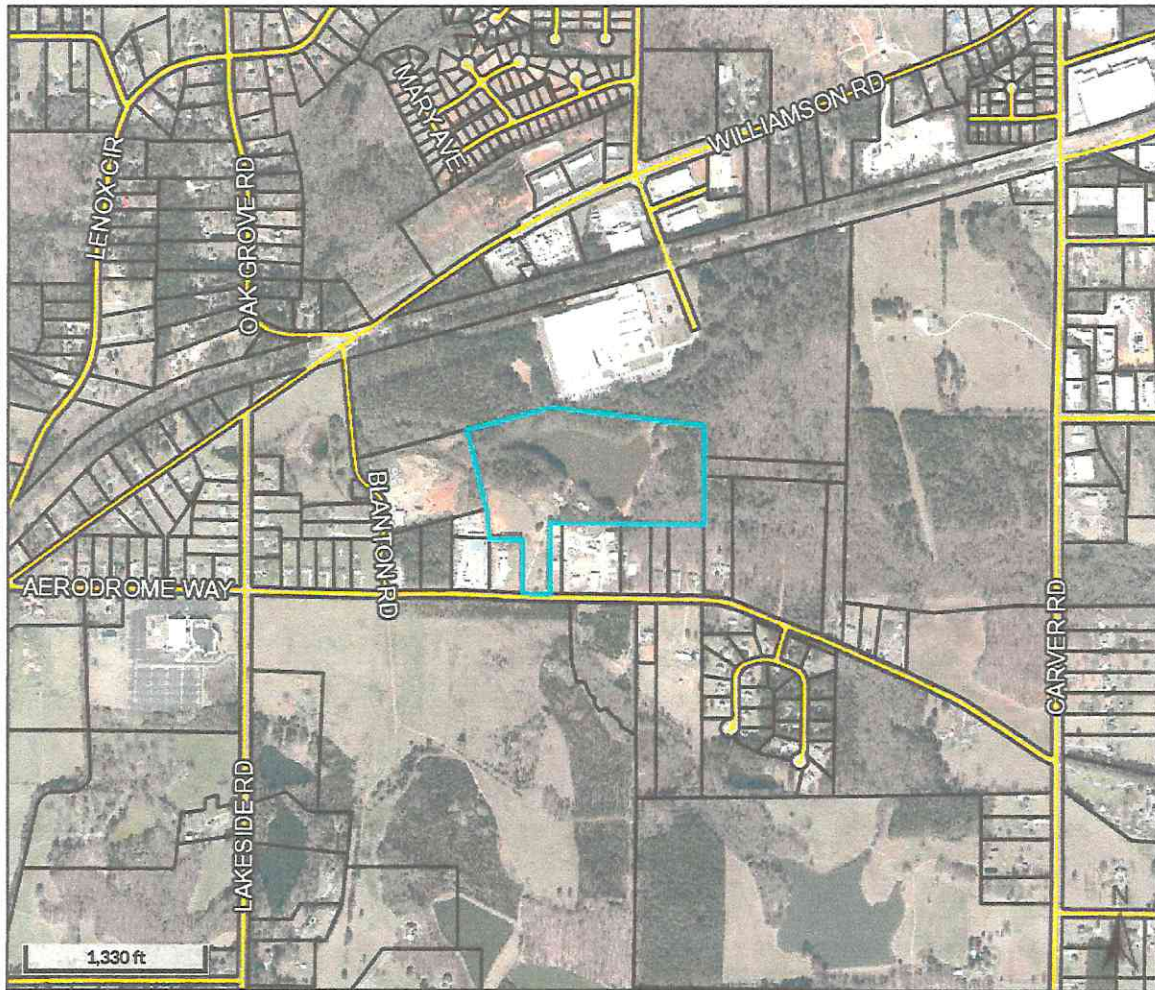
Sincerely,

Philly Day in Atlanta Advisory Board Committee

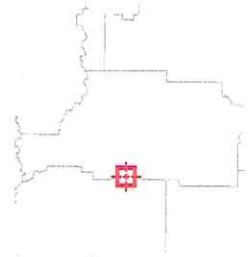
(215) 834-9486

6/27/2020





Overview



Legend

- Parcels
- Roads

Parcel ID	235 04020F	Owner	LAKE PAVILION THE LLC	Last 2 Sales			
Class Code	Commercial		JOHNSON JUAN	Date	Price	Reason	Qual
Taxing District	SPALDING COUNTY		460 AERODROME WAY	3/22/2019	\$233287	AP	U
	SPALDING COUNTY		GRIFFIN GA 30224	12/22/2008	0	QC	U
Acres	31.11	Physical Address	460 AERODROME WAY				
		Assessed Value	Value \$348166				
		Land Value	Value \$298659				

(Note: Not to be used on legal documents)

Date created: 6/9/2020

Last Data Uploaded: 6/9/2020 7:26:55 PM

Developed by  Schneider
GEOSPATIAL

InDaHouse Media
"Official" PhillytoAtL

Seamón Family Foundation
Seamón Enterprises & Entertainment Co.

Philly Weekend in ATL

S. A. V. E. T. H. E. D. A. T. E.

"HOOD" Tent
RSVP Your
Tent Today

BASEMENT PARTY (TBA)

SPADES / PINOCHLE



215

TOURNY

PHILLY FAMILY REUNION COOK-OUT

**Celebrity
Guests
& Hosts**

PHILLY RED CARPET / AUTOGRAPHS / ARTIST SHOWCASE

**Music
Film
Art**

JUNE 26 - 27 | 2020

The Lake Pavillion, Griffin, GA

DM @PhillyinAtL for Early Bird Vending & Sponsorship Opportunities
#PHILLYFRIDAY #215DAY



SPALDING COUNTY BOARD OF COMMISSIONERS
Amplification Permit Request - 1237 North 9th Street

Requesting Agency

County Clerk

Requested Action

Consider request from Donna Jester to host a Fourth of July Party for neighbors, friends and family on Saturday, July 4th from 2 p.m. - 9 p.m.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Ms. Jester stated that she has talked with the neighbors and many of them will be attending. Additionally, she has made arrangements with neighbors to provide parking in their yards to limit the number of cars on the street.

The request has been approved by the Sheriff's Office and Community Development.

Fiscal Impact / Funding Source

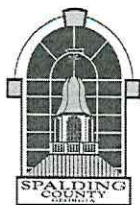
STAFF RECOMMENDATION

Approval pending no conflict with Governor Kemp's Executive Order.

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Amplification Permit - North 9th Street	6/11/2020	Backup Material

\$5000
FEES PAID
Cash 026355
receipt#



6-9-20
DATE

**SPALDING COUNTY
PERMIT APPLICATION
FOR AMPLIFICATION EVENT**

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

YOUR NAME: Donna Jester SIGNATURE: Donna Jester

NAME OF ORGANIZATION RESPONSIBLE FOR EVENT: _____

PHONE NUMBER: 678-334-0947

ADDRESS OF RESPONSIBLE ORGANIZATION: 1237 North 9th

TYPE OF EVENT (DESCRIBE): Fourth 4th July

EVENT ADDRESS/LOCATION: 1235- 1253

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

PLEASE ATTACH THE FOLLOWING INFORMATION:

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

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

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

Donna Jester
APPLICANT

6-9-20
DATE

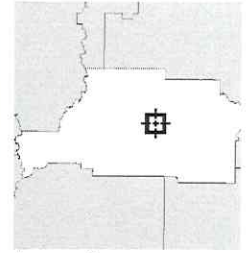
(YES) (NO) COMMUNITY DEVELOPMENT

DATE

REMARKS: _____



Overview



Legend

- Parcels
- Roads

Parcel ID 109A03006
 Class Code Residential
 Taxing District SPALDING COUNTY
 Acres 0.42

Owner BAIRD ALLYNE H
 514 BROOK CIR
 GRIFFIN GA 30224
 Physical Address 1259 EXT N 9TH ST
 Assessed Value Value \$65341
 Land Value Value \$6600

Last 2 Sales			
Date	Price	Reason	Qual
9/12/1989	0	GF	U
10/14/1972	\$7500	FM	Q

(Note: Not to be used on legal documents)

Date created: 6/10/2020
 Last Data Uploaded: 6/10/2020 7:02:32 AM

Developed by  Schneider
 GEOSPATIAL

6-10-20

To: Whom it may concern

I Theresa White¹²³⁷ give Donna Jester
permission to have a 4th of July cookout
in my yard. In remembrance of son.

1253 - Sylvia Merritt

1235 - Thomas L. Boney



SPALDING COUNTY BOARD OF COMMISSIONERS Small Treasures Summer Food Program

Requesting Agency

County Clerk

Requested Action

Consider request from Small Treasures Summer Food Program to provide meals from a Food Truck to children at the Fairmont Community Center, the City Park Community Center and the Ambucs Community Center beginning June 29, 2020 through July 31, 2020.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

This program is part of the Bright From the Start Summer Food Feeding Program and they plan to provide feeding services to children to the locations for lunch/supper.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Food Truck Agreement	6/10/2020	Backup Material
<input type="checkbox"/> Food Truck Inspection	6/10/2020	Backup Material

Small Treasures Learning Center, Inc.
502 West Solomon Street, Griffin, Georgia 30223
Tel. No. (770) 229-1967 /Fax no. (770) 229-1968

June 9, 2020

Small Treasures Learning Center, a sponsor of Bright From The Start Summer Food Feeding Program has made an agreement with Spalding County Leisure Services to provide summer feeding to children under 18 to the following recreational centers for Lunch / Supper beginning June 29, 2020 to July 31, 2020:

- Fairmont Community Center, 241 Blanton Avenue, Griffin, Georgia 30223
- City Park Community Center, Camp Northern Road, Griffin, Georgia 30223
- Ambucs Community Center, 1110 High Falls Road, Griffin, Georgia 30223

Site Representative Print Name /Title

April Jones 
Sponsor Print Name

Date

Date

Small Treasures DCLC is an Equal Opportunity Provider, Employer and Lender.



GEORGIA DEPARTMENT OF PUBLIC HEALTH
Food Service Establishment Inspection Report

Establishment Name: **Small Treasures Learning Center - BOO**

Address: **502 W Solomon ST**

City: **GRIFFIN** Time In: **10 : 00** AM Time Out: **10 : 30** AM

Inspection Date: **03/02/2020** CFSM: **Fredrick Jones**

Purpose of Inspection: Routine ☒ Followup ☐ Initial ☐
Issued Provisional Permit ☐ Temporary ☐

Risk Type: 1 ☐ 2 ☒ 3 ☐ Permit#: **FSP-126-000300**

Risk Factors are food preparation practices and employee behaviors most commonly reported to the Centers for Disease Control and Prevention as contributing factors in foodborne illness outbreaks. Public Health Interventions are control measures to prevent illness or injury.

Last Score	Grade	Date
Prior Score	Grade	Date

CURRENT SCORE CURRENT GRADE

100

A

SCORING AND GRADING: A=90-100 B=80-89 C=70-79 US69

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

(Mark designated compliance status (IN, OUT, NA, or NO) for each numbered item. For items marked OUT, mark COS or R for each item as applicable.)

IN=in compliance OUT=not in compliance NO=not observed NA=not applicable COS=corrected on-site during inspection R=repeat violation of the same code provision=2 points

Compliance Status	COS	R	Compliance Status	COS	R
1 IN OUT NA NO Supervision 4 points			5 IN OUT NA NO Cooking and Reheating of TCS Foods, Consumer Advisory 9 points		
<input checked="" type="checkbox"/> 1-2A. PIC present, demonstrates knowledge, performs duties	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> 5-1A. Proper cooking time and temperatures	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> 1-2B. Certified Food Protection Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> 5-1B. Proper reheating procedures for hot holding	<input type="checkbox"/>	<input type="checkbox"/>
2 IN OUT NA NO Employee Health, Good Hygienic Practices, Preventing Contamination by Hands 9 points					
<input checked="" type="checkbox"/> 2-1A. Proper use of restriction & exclusion	<input type="checkbox"/>	<input type="checkbox"/>	5-2. Consumer advisory provided for raw and undercooked foods 4 points		
<input checked="" type="checkbox"/> 2-1B. Hands clean and properly washed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 5-2. Consumer advisory provided for raw and undercooked foods	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> 2-1C. No bare hand contact with ready-to-eat foods or approved alternate method properly followed	<input type="checkbox"/>	<input type="checkbox"/>	6 IN OUT NA NO Holding of TCS Foods, Date Marking of TCS Foods 9 points		
			<input checked="" type="checkbox"/> 6-1A. Proper cold holding temperatures	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> 2-2A. Management knowledge, responsibilities, reporting	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> 6-1B. Proper hot holding temperatures	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> 2-2B. Proper eating, tasting, drinking, or tobacco use	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> 6-1C. Proper cooling time and temperature	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> 2-2C. No discharge from eyes, nose, and mouth	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> 6-1D. Time as a public health control: procedures and records	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> 2-2D. Adequate handwashing facilities supplied & accessible	<input type="checkbox"/>	<input type="checkbox"/>			
<input checked="" type="checkbox"/> 2-2E. Response procedures for vomiting & diarrheal events	<input type="checkbox"/>	<input type="checkbox"/>	6-2. Proper date marking and disposition 4 points		
3 IN OUT NA NO Approved Source 9 points			<input type="checkbox"/> 6-2. Proper date marking and disposition	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> 3-1A. Food obtained from approved source	<input type="checkbox"/>	<input type="checkbox"/>	7 IN OUT NA NO Highly Susceptible Populations 9 points		
<input checked="" type="checkbox"/> 3-1B. Food received at proper temperature	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 7-1. Pasteurized foods used: Prohibited foods not offered	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> 3-1C. Food in good condition, safe, and unadulterated	<input type="checkbox"/>	<input type="checkbox"/>	8 IN OUT NA NO Chemicals 4 points		
<input checked="" type="checkbox"/> 3-1D. Required records: shellstock tags, parasite destruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 8-2A. Food additives: approved and properly used	<input type="checkbox"/>	<input type="checkbox"/>
4 IN OUT NA NO Protection From Contamination 9 points			<input checked="" type="checkbox"/> 8-2B. Toxic substances properly identified, stored, used	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> 4-1A. Food separated and protected	<input type="checkbox"/>	<input type="checkbox"/>	9 IN OUT NA NO Conformance with Approved Procedures 4 points		
<input checked="" type="checkbox"/> 4-1B. Proper disposition of returned, previously served, reconditioned, and unsafe food	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 9-2. Compliance with variance, specialized process and HACCP plan	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> 4-2A. Food stored covered	<input type="checkbox"/>	<input type="checkbox"/>			
<input checked="" type="checkbox"/> 4-2B. Food-contact surfaces: cleaned & sanitized	<input type="checkbox"/>	<input type="checkbox"/>			

GOOD RETAIL PRACTICES

(Mark the numbered item OUT, if not in compliance. For items marked OUT, mark COS or R for each item as applicable. R = Repeat Violation of the same code provision = 1 point)
Good Retail Practices are preventive measures to control the introduction of pathogens, chemicals, and physical objects into foods.

Compliance Status	COS	R	Compliance Status	COS	R
10 OUT Safe Food and Water, Food Identification 3 points			14 OUT Proper Use of Utensils 1 point		
<input type="checkbox"/> 10A. Pasteurized eggs used where required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 14A. In-use utensils: properly stored	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 10B. Water and ice from approved source	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 14B. Utensils, equipment and linens: properly stored, dried, handled	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 10C. Variance obtained for specialized processing methods	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 14C. Single-use/single-service articles: properly stored, used	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 10D. Food properly labeled; original container	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 14D. Gloves used properly	<input type="checkbox"/>	<input type="checkbox"/>
11 OUT Food Temperature Control 3 points			15 OUT Utensils, Equipment and Vending 1 point		
<input type="checkbox"/> 11A. Proper cooling methods used: adequate equipment for temperature control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 15A. Food and nonfood-contact surfaces cleanable, properly designed, constructed, and used	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 11B. Plant food properly cooked for hot holding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 15B. Warewashing facilities: installed, maintained, used; test strips	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 11C. Approved thawing methods used	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 15C. Nonfood-contact surfaces clean	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 11D. Thermometers provided and accurate	<input type="checkbox"/>	<input type="checkbox"/>	16 OUT Water, Plumbing and Waste 2 points		
12 OUT Prevention of Food Contamination 3 points			<input type="checkbox"/> 16A. Hot and cold water available; adequate pressure	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 12A. Contamination prevented during food preparation, storage, display	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 16B. Plumbing installed; proper backflow devices	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 12B. Personal cleanliness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 16C. Sewage and waste water properly disposed	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 12C. Wiping cloths: properly used and stored	<input type="checkbox"/>	<input type="checkbox"/>	17 OUT Physical Facilities 1 point		
<input type="checkbox"/> 12D. Washing fruits and vegetables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 17A. Toilet facilities: properly constructed, supplied, cleaned	<input type="checkbox"/>	<input type="checkbox"/>
13 OUT Postings and Compliance with Clean Air Act 1 point			<input type="checkbox"/> 17B. Garbage/refuse properly disposed; facilities maintained	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 13A. Posted: Permit/Inspection/Choking Poster/Handwashing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 17C. Physical facilities installed, maintained, and clean	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 13B. Compliance with Georgia Smoke Free Air Act	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 17D. Adequate ventilation and lighting; designated areas used	<input type="checkbox"/>	<input type="checkbox"/>
			18 OUT Pest and Animal Control 3 points		
			<input type="checkbox"/> 18. Insects, rodents, and animals not present	<input type="checkbox"/>	<input type="checkbox"/>

Person in Charge (Signature)

(Print) **Fredrick Jones**

Date: **03/02/2020**

Inspector (Signature)

Follow-up: YES ☐ NO ☒

Follow-up Date:



SPALDING COUNTY BOARD OF COMMISSIONERS DFCS Budget Request

Requesting Agency

County Clerk

Requested Action

Consider a request from the Spalding County Department of Family and Children Services to allow the funds remaining at the end of fiscal year 2020 to roll over for use in fiscal year 2021 in addition to the funds allotted for fiscal year 2021.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

We have paid them \$19,041 of their \$28,000 budget.

Jinna L. Garrison, CPA
Administrative Services Director

STAFF RECOMMENDATION

Approval of approximately \$8,959.00 in carryover funding.

ATTACHMENTS:

Description	Upload Date	Type
□ Request from DFCS	6/1/2020	Backup Material

BRIAN P. KEMP
GOVERNOR



TOM C. RAWLINGS
DIRECTOR

May 27, 2020

Jinna L. Garrison, Administrative Services Director
Spalding County Annex
P.O. Box 1087
Griffin, Ga 30224-1087

Dear Ms. Garrison,

Due to the Covid-19 pandemic there will be funds remaining in the allotted county budget at the end of fiscal year 2020. The Board of the Spalding County Department of Family and Children Services respectfully requests that the County Board of Commissioners consider allowing any funds remaining at the end of fiscal year 2020 to roll over for use in fiscal year 2021 in addition to any funds allotted for fiscal year 2021.

As schools, day cares, and other mandated reporters decreased or ended daily contact with vulnerable children, reports of abuse and neglect decreased resulting in fewer families and children experiencing these concerns coming to our attention. This resulted in a decrease in the normal expenses the department would acquire based on our involvement in new child welfare cases as well as expenses related to our children already in foster care. These expenses include purchasing items for end of school year needs, activities, fees, Summer childcare needs, and travel related items.

As we look to our community re-opening, we know that the remaining funds and any additional funding allotted for fiscal year 2021 will be essential to meeting the needs of our children currently in foster care. We expect that as our mandatory reporting entities re-open, reports of child abuse and neglect will drastically increase, and these funds will also be essential as it relates to providing support to meet the needs of these families and children possibly entering care.

As always, thank you to the Board of Commissioners for the generous support given to the county's foster children over the years. If you have any questions regarding this request or need any assistance, please do not hesitate to contact me or Mrs. Kirston Brown at 770-233-5445.

Sincerely,

Portia Lacy, Chairperson
Spalding County DFCS Board

Kirston Brown
County Director, Spalding County DFCS



SPALDING COUNTY BOARD OF COMMISSIONERS FY 2020 Year End Budget Amendments

Requesting Agency

Finance Department

Requested Action

Consider approval on first reading FY 2020 year end budget amendments.

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"/> FY2020 Budget Amendment Ordinance	6/12/2020	Budget Amendment

**AN ORDINANCE AMENDING THE
FISCAL YEAR 2020 BUDGET ORDINANCE
FOR
SPALDING COUNTY, GEORGIA**

WHEREAS, the Board of Commissioners of Spalding County have duly adopted an annual budget ordinance for the 2020 Fiscal Year pursuant to the requirements of Title 36, Chapter 81 of the Official Code of Georgia, and Section 2-5003 of the Code of Spalding County; and

WHEREAS, the Official Code of Georgia, specifically Title 36, Chapter 81-3, provides that said Board might amend its annual budget ordinance so as to adapt to changing governmental needs during the fiscal year.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners that the annual budget ordinance as approved, adopted and enacted on second reading on June 25, 2020 be amended as follows:

Section 1. General Fund

A. Revenues

Fund Balance Appropriated	From	\$ 3,176,677	to \$	3,055,336
Real Property	From	\$ 25,904,417	to \$	26,746,198
Intergovernmental Revenues	From	\$ 0	to \$	21,220
Miscellaneous Revenue	From	\$ 0	to \$	164,492
Other Financing Sources	From	\$ 0	to \$	5,742,676

B. Expenditures

Information Systems	From	\$ 237,455	to \$	455,205
Tax Commissioner	From	\$ 1,061,615	to \$	1,082,785
Tax Assessor	From	\$ 726,237	to \$	747,641
Construction and Maintenance	From	\$ 496,749	to \$	583,678

Page 2
Budget Ordinance

2016 Splost	From	\$	0	to \$	900,000
General Appropriations	From	\$	3,687,781	to \$	8,617,366
State Court	From	\$	759,732	to \$	770,932
Sheriff Administration	From	\$	1,310,008	to \$	1,320,468
Criminal Investigations	From	\$	1,505,195	to \$	1,566,742
Uniform Patrol Division	From	\$	3,768,537	to \$	3,902,890
Jail	From	\$	9,192,826	to \$	9,458,564
Juvenile Probation	From	\$	640,654	to \$	661,543
Coroner	From	\$	65,239	to \$	75,189
Animal Control	From	\$	479,174	to \$	514,861
Homeland Security	From	\$	40,594	to \$	59,814
Public Works	From	\$	3,583,353	to \$	3,808,068
Solid Waste	From	\$	1,068,872	to \$	1,266,128
Welfare	From	\$	33,000	to \$	38,000
Recreation	From	\$	1,145,571	to \$	1,147,871
Parks	From	\$	2,049,638	to \$	2,423,313

Section 9: Fire District Fund

A. Revenues

Fund Balance Appropriated	From	\$	380,938	to \$	172,875
Taxes	From	\$	3,578,912	to \$	3,855,178

B. Expenditures

Machinery & Equipment	From	\$	0	to \$	27,756
Vehicles	From	\$	0	to \$	40,447

Approved on first reading this 15th day of June, 2020.

Approved, adopted and enacted on second reading this 25th day of June, 2020.

Chairman

County Manager



SPALDING COUNTY BOARD OF COMMISSIONERS FY 2021 Budget Ordinance

Requesting Agency

Finance Department

Requested Action

Consider approval on first reading the Fiscal Year 2021 Budget Ordinance.

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"/> FY 2021 Budget Ordinance	6/10/2020	Cover Memo

**RESOLUTION AND ORDINANCE
FISCAL YEAR 2021 BUDGET
SPALDING COUNTY, GEORGIA**

WHEREAS, pursuant to Title 36 Chapter 81, of the Official Code of Georgia Annotated, and section 2-5003 of the Code of Spalding County, Georgia, the Board of Commissioners of Spalding County, Georgia, as the governing authority of said county, shall adopt an annual balanced budget; and,

WHEREAS, a balanced budget for Fiscal Year 2021, beginning July 1, 2020, and ending June 30, 2021, has been submitted to the Board of Commissioners by the County Manager and,

WHEREAS, the Board of Commissioners has reviewed said proposed budget and revised and amended same as the Board deemed advisable and necessary; and,

WHEREAS, the entire budget has been available for public inspection and a public hearing has been properly advertised and held as required by Georgia law;

NOW, THEREFORE, BE IT RESOLVED AND ORDAINED by the Board of Commissioners of Spalding County, Georgia, as the governing authority of said County, that a Budget Ordinance of Spalding County for Fiscal Year 2021 be adopted upon approval at two (2) public meetings of the Board of Commissioners as follows:

Section 1: General Fund

- A. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Fund Balance Appropriated	\$ 3,388,834
Taxes	38,265,198
Licenses and Permits	536,100
Intergovernmental Revenues	1,197,500
Charges for Services	5,692,547
Fines and Forfeitures	1,754,500
Investment Income	45,000
Other Revenues	2,116,430
Other Financing Sources	112,000
TOTAL REVENUES	\$ 53,108,109

- B. The following amounts are hereby appropriated in the General Fund for the operation of the county government and its activities for the fiscal year beginning on July 1, 2020 and ending June 30, 2021:

Executive	\$ 476,180
Board of Elections and Voter Registration	319,020
Administration	477,579
Finance	160,222

Information Systems	154,400
Human Resources	227,741
Tax Commissioner	1,169,179
Tax Assessor	750,629
Construction & Maintenance	506,044
Janitorial Services	128,475
General Appropriations	3,944,579
Superior Court	241,000
Griffin Judicial Circuit	423,661
Clerk of Court	1,058,457
District Attorney	536,221
State Court	840,245
Accountability Court	187,785
Solicitor	471,201
Magistrate Court	1,012,446
Probate Court	287,391
Public Defender	70,411
Public Defender Circuit	450,585
Sheriff Administration	1,359,999
Sheriff Victim Services	84,692
Sheriff Warrant Division	1,304,100
Sheriff Criminal Investigation Division	1,510,611
Sheriff Uniform Patrol Division	3,922,434
Jail	9,408,280
Special Operations	1,206,748
Correctional Institution	7,709,613
Juvenile Probation	681,133
Coroner	68,842
800 MHz Communication	798,102
Animal Control	589,599
Homeland Security	49,056
Public Works	3,574,159
Solid Waste	1,012,553
Garage	384,164
Health	432,409
Welfare	33,000
Recreation	1,191,413
Senior Citizens Bus	33,621
Parks	2,059,509
Library	200,980
Cooperative Extension Service	195,067
Community Development	825,965
Code Enforcement	153,107
Griffin-Spalding County Development Authority	425,502
TOTAL EXPENDITURES	\$ 53,108,109

Section 2: Law Library Fund

- A. It is estimated that the following revenues will be available in the Law Library Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Fines and Forfeitures	\$ 75,000
TOTAL REVENUES	\$ 75,000

- B. The following amounts are hereby appropriated in the Law Library Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Law Library	\$ 75,000
TOTAL EXPENDITURES	\$ 75,000

Section 3: Confiscated Assets Fund

- A. It is estimated that the following revenues will be available in the Confiscated Assets Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Fines and Forfeitures	\$ 350,000
TOTAL REVENUES	\$ 350,000

- B. The following amounts are hereby appropriated in the Confiscated Assets Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Public Safety	\$ 350,000
TOTAL EXPENDITURES	\$ 350,000

Section 4: Victims of Crime Assistance Fund

- A. It is estimated that the following revenues will be available in the Victims of Crime Assistance Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Fines and Forfeitures	\$ 90,000
TOTAL REVENUES	\$ 90,000

- B. The following amounts are hereby appropriated in the Victims of Crime Assistance Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Victims of Crime Assistance	\$ 90,000
TOTAL EXPENDITURES	\$ 90,000

Section 5: Emergency Telephone System Fund

- A. It is estimated that the following revenues will be available in the Emergency Telephone System Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Fund Balance Appropriated	\$ 275,000
Charges for Services	1,276,694
Other Financing Sources	272,235
TOTAL REVENUES	\$ 1,823,929

- B. The following amounts are hereby appropriated in the Emergency Telephone System Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Emergency Communications	\$ 1,823,929
TOTAL EXPENDITURES	\$ 1,823,929

Section 6: CSBG Fund

- A. It is estimated that the following revenues will be available in the CSBG Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Intergovernmental Revenue	\$ 148,050
TOTAL REVENUES	\$ 148,050

- B. The following amounts are hereby appropriated in the CSBG Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

General Appropriations	\$ 38,875
After School Program	40,464
Emergency Food & Shelter	62,711
Youth Nutrition Program	6,000
TOTAL EXPENDITURES	\$ 148,050

Section 7: Senior Nutrition Fund

- A. It is estimated that the following revenues will be available in the Senior Nutrition Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Intergovernmental Revenue	\$ 429,426
Contributions and Donations	60,000
Other Financing Sources	36,811
TOTAL REVENUES	\$ 526,237

- B. The following amounts are hereby appropriated in the Senior Nutrition Fund for the Fiscal year beginning July 1, 2020 and ending June 30, 2021:

Senior Nutrition	\$ 526,237
TOTAL EXPENDITURES	\$ 526,237

Section 8: CDBG Dundee Mill Village Fund

- A. It is estimated that the following revenues will be available in the CDBG Dundee Mill Village Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Intergovernmental Revenues	\$ 700,000
TOTAL REVENUES	\$ 700,000

- B. The following amounts are hereby appropriated in the CDBG Dundee Mill Village Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Capital Projects	\$ 700,000
TOTAL EXPENDITURES	\$ 700,000

Section 9: Impact Fees Fund

- A. It is estimated that the following revenues will be available in the Impact Fees Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Fund Balance Appropriated	\$ 2,140,585
Charges for Services	402,315
Investment Income	32,000
TOTAL REVENUES	\$ 2,574,900

- B. The following amounts are hereby appropriated in the Impact Fees Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Capital Improvement Program	\$ 2,574,900
TOTAL EXPENDITURES	\$ 2,574,900

Section 10: Fire District Fund

- A. It is estimated that the following revenues will be available in the Fire District Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Fund Balance Appropriated	\$ 221,989
Taxes	6,895,178
Charges for Services	59,200
TOTAL REVENUES	\$ 7,176,367

- B. The following amounts are hereby appropriated in the Fire District Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Fire Department	\$ 7,176,367
TOTAL EXPENDITURES	\$ 7,176,367

Section 11: Hotel/Motel Tax Fund

- A. It is estimated that the following revenues will be available in the Hotel/Motel Tax Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Fund Balance Appropriated	\$ 50,000
Taxes	292,000
TOTAL REVENUES	\$ 342,000

- B. The following amounts are hereby appropriated in the Hotel/Motel Tax Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Tourism	\$ 342,000
TOTAL EXPENDITURES	\$ 342,000

Section 12: Capital Projects 2008 SPLOST Fund

- A. It is estimated that the following revenues will be available in the Capital Projects 2008 SPLOST Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Fund Balance Appropriated	\$ 2,276,000
TOTAL REVENUE	\$ 2,276,000

- B. The following amounts are hereby appropriated in the Capital Projects 2008 SPLOST Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Capital Projects	\$ 2,276,000
TOTAL EXPENDITURE	\$ 2,276,000

Section 13: Capital Projects 2016 SPLOST Fund

- A. It is estimated that the following revenues will be available in the Capital Projects 2016 SPLOST Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Fund Balance Appropriated	\$ 3,505,351
Taxes	1,809,649
Interest	50,000
TOTAL REVENUES	\$ 5,365,000

- B. The following amounts are hereby appropriated in the Capital Projects 2016 SPLOST Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Capital Projects	\$ 5,365,000
TOTAL EXPENDITURES	\$ 5,365,000

Section 14: Capital Projects Fund

- A. It is estimated that the following revenues will be available in the Capital Projects Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Fund Balance Appropriated	\$ 137,500
Other Financing Sources	20,000
TOTAL REVENUES	\$ 157,500

- B. The following amounts are hereby appropriated in the Capital Projects Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Capital Projects	\$ 157,500
TOTAL EXPENDITURES	\$ 157,500

Section 15: Debt Service Airport Authority 2015 Bond Fund

- A. It is estimated that the following revenues will be available in the Debt Service Airport Authority 2015 Bond Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Other Financing Sources	\$ 369,125
TOTAL REVENUES	\$ 369,125

- B. The following amounts are hereby appropriated in the Debt Service Airport Authority 2015 Bond Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Debt Service	\$ 369,125
TOTAL EXPENDITURES	\$ 369,125

Section 16: Debt Service 2016 SPLOST Fund

- A. It is estimated that the following revenues will be available in the Debt Service 2016 SPLOST Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Other Financing Sources	\$ 3,132,251
TOTAL REVENUE	\$ 3,132,251

- B. The following amounts are hereby appropriated in the Debt Service 2016 SPLOST Fund for the fiscal year beginning July 1, 2020 and ending June 20, 2021:

Debt Service	\$ 3,132,251
TOTAL EXPENDITURE	\$ 3,132,251

Section 17: GMA Lease Pool Fund

- A. It is estimated that the following revenues will be available in the GMA Lease Pool Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Interest	\$ 129,750
Other Financing Sources	1,123,942
TOTAL REVENUES	\$ 1,253,692

- B. The following amounts are hereby appropriated in the GMA Lease Pool Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Debt Service	\$ 1,253,692
TOTAL EXPENDITURES	\$ 1,253,692

Section 18: Water System Fund

- A. It is estimated that the following revenues will be available in the Water System Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Fund Balance Appropriated	\$ 194,781
Charges for Services	9,147,020
Interest	25,000
TOTAL REVENUES	\$ 9,336,801

- B. The following amounts are hereby appropriated in the Water System Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Wastewater	\$ 501,923
General Water System	8,864,878
TOTAL EXPENDITURES	\$ 9,336,801

Section 19: Workers Compensation Trust Fund

- A. It is estimated that the following revenues will be available in the Workers Compensation Trust Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Other Financing Sources	\$ 854,213
TOTAL REVENUE	\$ 854,213

- B. The following amounts are hereby appropriated in the Workers Compensation Trust Fund for the fiscal year beginning July 1, 2020 and ending June 30, 2021:

Employee Benefits	\$ 854,213
TOTAL EXPENDITURES	\$ 854,213

Section 20: Other Stipulations

- A. The County Manager, as budget officer, is hereby authorized to transfer appropriations within a fund as contained herein under the following conditions:
1. He may transfer amounts between objects of expenditure within a department without limitation and without a report being requested, except that transfers of appropriations within a department which increases the salary appropriation shall require the approval of the Board of Commissioners.
 2. He may not transfer any amounts between funds nor from any contingency appropriations within any fund without action of the Board of Commissioners.
- B. The County Manager shall have the authority to deny payment of County funds for any expense for which an appropriation is not made or which exceeds the appropriated amount for a specific item or purpose, unless such expense is approved by the Board of Commissioners. In such event of denial of payment of county funds, the county officer

or department head that shall incur, authorize or approve such expense, either directly or indirectly, shall be solely and personally responsible for the payment therefor.

- C. Nothing contained in this ordinance shall prohibit the Board of Commissioners, as the governing authority, from amending the budget as appropriate or necessary during the fiscal year.
- D. A line-item budget shall be bound for retention, and copies of the line-item budget shall be available for public inspection at the office of the Board of Commissioners during regular business hours.
- E. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed. The Budget Ordinance of Fiscal Year 2020 is hereby repealed, effective at 12:00 a.m. on July 1, 2020.
- F. This Ordinance shall become effective at 12:00 a.m. on July 1, 2020 or immediately upon adoption if after 12:00 a.m. on July 1, 2020 and together with any amendments hereto, shall remain effective until midnight on June 30, 2021 until repealed.

Approved on first reading this 15th day of June, 2020.

Approved, adopted and enacted on second reading this 25th day of June, 2020.

Chairman

County Clerk



SPALDING COUNTY BOARD OF COMMISSIONERS Rental Agreement - State Properties Commission

Requesting Agency

County Clerk

Requested Action

Consider approval of Rental Agreement between the Spalding County Board of Commissioners and the State Properties Commission for Department of Veterans Service office located at 819 Memorial Drive.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

This is the current location of Veterans Services in Spalding County. Their current lease will expire on June 30, 2020, this is a request to renew the lease.

Fiscal Impact / Funding Source

Lease is \$100 per month and the County provides utilities.

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> FY21 Lease Agreement	6/5/2020	Backup Material

**RENTAL AGREEMENT
BETWEEN THE
SPALDING COUNTY BOARD OF COMMISSIONERS
AND
STATE PROPERTIES COMMISSION**

This **RENTAL AGREEMENT** (hereinafter “Agreement”) is made and entered into this 15th day of June, 2020, by and between **SPALDING COUNTY BOARD OF COMMISSIONERS** (hereinafter “Landlord”), whose address is P.O. Box 1087, Griffin, Georgia 30224-0028, the **STATE PROPERTIES COMMISSION** (hereinafter “Tenant”), whose address is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334, on behalf of **DEPARTMENT OF VETERANS SERVICE** (“Occupying Agency”), whose address is 2 M.L.K. Jr. Drive SE, Suite E-970, Atlanta, Georgia 30334. The Landlord, Tenant, and Occupying Agency shall collectively be referred to as the “Parties.”

1. PREMISES

Landlord hereby rents to Tenant, and Tenant hereby takes and rents from the Landlord, on behalf of the Occupying Agency, **1,350 square feet** of office space located at **819 Memorial Drive, Griffin, Georgia 30223-4463** (hereinafter the “Premises”). The Premises are more clearly identified on the drawing attached hereto as “Exhibit A” and incorporated herein by reference.

2. RENT/UTILITIES

In consideration for providing the Premises, Tenant shall cause the Occupying Agency to pay dollar amount **(\$100.00) per month** to Landlord for occupying the Premises. Landlord shall be responsible for all other expenses for the Premises, including, but not limited to: trash removal; and utilities, such as water, electricity, gas, light, and heat. Tenant or Occupying Agency shall be responsible for payment of internet and telephone service.

3. USE OF PREMISES

Landlord and Occupying Agency agree the Premises shall be used solely for the purpose of carrying out the Occupying Agency’s day-to-day services, and the Premises shall only be occupied during Landlord’s normal operating hours.

4. TERM

This Agreement shall be for an initial term commencing on the **1st day of July, 2020** and ending on **30th day of June, 2021**, (hereinafter the “Initial Term”) unless the Agreement is terminated during the Initial Term or Renewal Term period. If Tenant or Occupying Agency is not in default on any of its obligations hereunder, the Tenant shall be permitted to extend this Agreement for **four (4)** successive, one (1) year, renewal period(s) (hereinafter “Renewal Term(s)”), provided Tenant gives Landlord at least forty-five (45) days written notice prior to the expiration of the Initial Term or the current Renewal Term that Tenant elects to renew this Agreement. The Renewal Term shall begin upon expiration of the Initial Term or the current Renewal Term. All of the terms, covenants and provisions of this Agreement shall be applicable for the Renewal Term. The Initial Term and all effective Renewal Terms are collectively referred to as the “Term.”

5. REPAIRS

During the Term, Landlord at its sole cost and expense, shall be responsible for servicing, replacing,

keeping and maintaining, in good order and repair, all aspects of the Premises, except that Tenant shall reimburse Landlord upon demand for reasonable costs of replacements, maintenance, or repairs necessitated by the willful misconduct of Tenant. Services, replacements, or repairs made by the Tenant or its Occupying Agency to the Premises, shall not be construed as a waiver of this provision.

6. JANITORIAL SERVICES

Landlord shall furnish and pay for all janitorial services for the Premises.

7. INSURANCE

Neither Tenant nor Occupying Agency shall use the Premises for any purpose other than that stated in "Paragraph 3" hereof. The Tenant and Occupying Agency are prohibited from any use of the Premises or acts on the Premises that may cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the Premises. Tenant and Occupying Agency further agree not to sell, or permit to be kept for use on the Premises, any article(s) which may be prohibited by the standard form of fire insurance policies. Throughout the Term of this Agreement, Tenant shall cause the Occupying Agency to maintain an insurance policy or, through a program of self-insurance, insurance coverage for Occupying Agency's fixtures, furnishings, equipment and personal property located in the Premises. Occupying Agency shall carry a policy with an amount not less than full replacement cost against loss or damage by fire and all other casualties and risks.

8. CANCELLATION FOR CONVENIENCE

The Parties reserve the right to cancel this Agreement for convenience by giving at least one hundred twenty (120) days prior written notice of such cancellation to the non-cancelling Parties.

9. ABANDONMENT

The Parties agree that this Agreement will terminate, and the Premises will revert to the Landlord, in the event that the Premises are abandoned by the Tenant or the Occupying Agency.

10. REMOVAL OF FIXTURES

At any time before the expiration, or earlier termination, of this Agreement, or upon a reasonable time thereafter, either Tenant or Occupying Agency shall have the right and privilege to remove all fixtures, furnishings, equipment, and personal property either Tenant or Occupying Agency has placed in or upon the Premises. If damage to the premises is caused by the removal of any fixtures, Tenant or Occupying Agency shall be responsible for repairing such damage.

11. NOTICES

All notices, requests, demands and other communications provided for hereunder shall be in writing, mailed by first class United States certified mail, return receipt requested, delivered by overnight carrier (such as, but not limited to, UPS or Federal Express), or personally delivered to the applicable party at the addresses as stipulated in "Paragraph 1", or at such other address as a party may designate. All parties reserve the right, by written notice, to name a different person or title, and to change the address where notices shall be given.

12. SURRENDER OF PREMISES

In the event of cancellation or early termination of this Agreement, the Tenant shall cause the Occupying Agency to surrender the Premises to Landlord in good order and condition; ordinary wear and tear, damage by fire, acts of God, the elements, other casualties, condemnation and/or appropriation, and damage or defects arising from the negligence or default of Landlord are excepted.

13. ENTRY FOR INSPECTION BY LANDLORD

The Tenant and Occupying Agency shall permit the Landlord, its agents or employees, to enter into and upon the Premises at all reasonable times for the purpose of inspecting the Premises or for the purpose of maintaining or making repairs, alterations, or additions to necessary portion of the Premises. The Landlord's entry shall not unreasonably interfere with Tenant's or Occupying Agency's business functions.

14. ASSIGNMENT AND SUBLETTING OF PREMISES BY THE TENANT

Landlord recognizes and acknowledges that (I) Tenant is Public Body Corporate and Politic created within the Executive Branch of the State Government of Georgia By O.C.G.A. § 50-16-32; (II) Tenant's duties include the management of the utilization of administrative space [as defined by O.C.G.A. § 50-16-31(1.1)] in the manners permitted by O.C.G.A. § 50-16-31 et seq.; (III) pursuant to O.C.G.A. § 50-16-41, the management of the utilization of administrative space by Tenant shall include Tenant entering into any necessary agreements to rent or lease administrative space and then subsequently subletting such space to an Occupying Agency (as hereinafter defined) requiring the space. Accordingly, Landlord further recognizes and acknowledges, and does hereby consent to Tenant's sublet of the premises, or any portion thereof, as well as the assignment of this Agreement, to an Occupying Agency without obtaining Landlord's consent, so long as Tenant gives Landlord prior written notice. For purposes here, an "Occupying Agency" means: (I) an Agency, Department, Commission, Board, Public Body Corporate and Politic, or Bureau of the State of Georgia, and (II) any other entity as permitted by State Law. Any Occupying Agency shall have the right, at its election, to cure any default by Tenant under this Agreement. Landlord shall immediately provide Tenant with copies of all correspondence sent by Landlord to an Occupying Agency (or to any other Subtenant) and copies of all correspondence received by Landlord from an Occupying Agency (or from any other Subtenant). Notwithstanding the foregoing, Landlord acknowledges and agrees that the Occupying Agency shall not be an agent of Tenant and shall not have actual, constructive or apparent authority to amend or otherwise modify the terms of this Agreement or to otherwise bind Tenant.

15. RIDER

A Rider, identified as "EXHIBIT B," is attached hereto and incorporated herein sets forth certain original, additional or substitute provisions. In the event of any conflict between this Agreement and any Riders, the terms of the Rider shall control.

16. ENTIRE AGREEMENT

This Agreement, including any attached exhibits, embodies and sets forth all the provisions, agreements, conditions, covenants, terms and understandings between the parties relative to the Premises. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties herein unless reduced to writing and signed by all the parties to this Agreement.

(Signatures begin on next page and remainder of page is intentionally blank)

IN WITNESS WHEREOF, the Parties have hereunto signed, sealed and delivered this Agreement in duplicate original on the day, month and year first above written, each of the Parties keeping one of the duplicate originals.

Signed, sealed and delivered
as to Landlord in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

(Affix and Impress
Notary Public Seal Here)

LANDLORD:
SPALDING COUNTY BOARD OF
COMMISSIONERS

By: _____
Name: Gwen Flowers-Taylor
Title: Chairperson

Attest: _____
Name: William P. Wilson, Jr.
Title: County Manager

Signed, sealed and delivered
as to Tenant in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

(Affix and Impress
Notary Public Seal Here)

TENANT:
STATE PROPERTIES COMMISSION

By: _____
Name: _____
Title: _____

Signed, sealed and delivered
as to Occupying Agency in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

(Affix and Impress
Notary Public Seal Here)

OCCUPYING AGENCY:
DEPARMTENT OF VETERANS SERVICE

By: _____
Name: _____
Title: _____

EXHIBIT A

[Floor Plans to Be Attached]

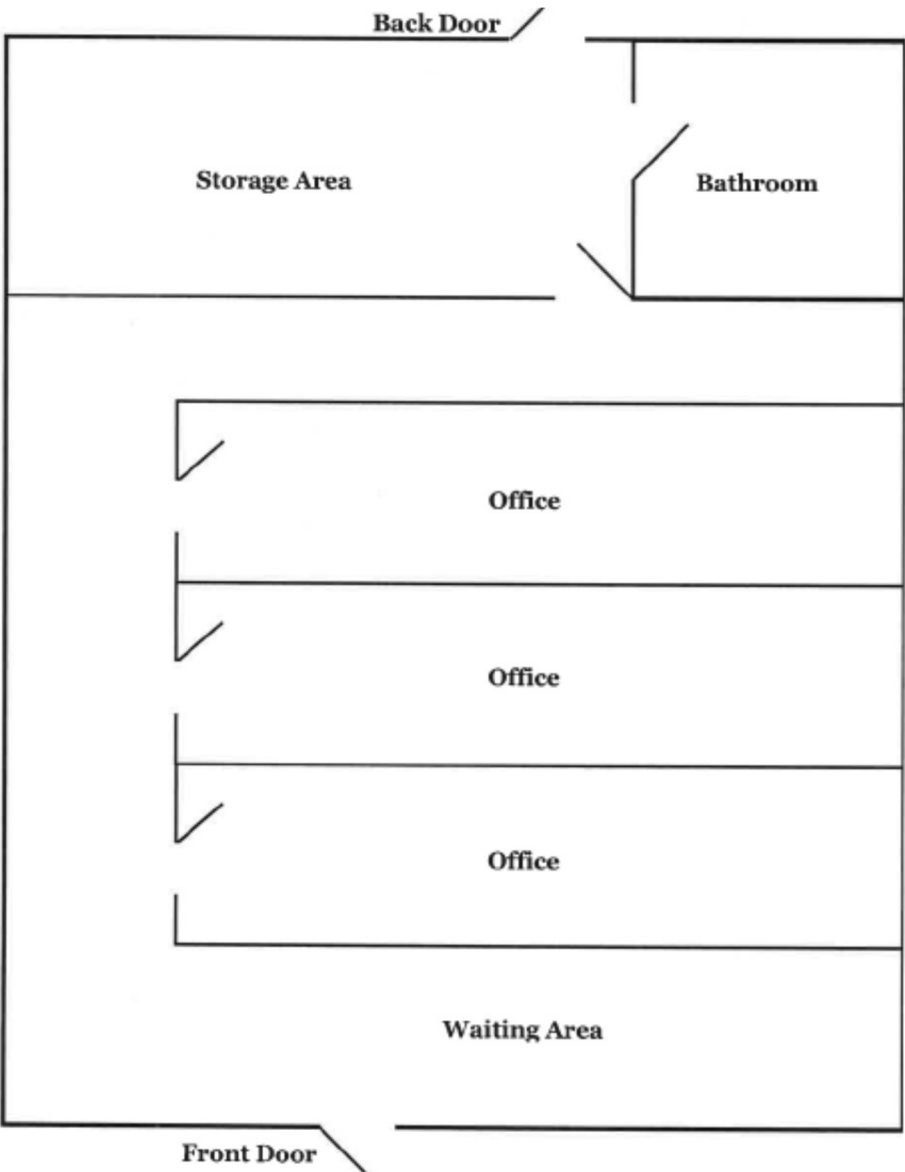


EXHIBIT B

This Rider shall be a part of the foregoing Lease Agreement (the “Agreement”) by and between **SPALDING COUNTY BOARD OF COMMISSIONERS** as “Landlord,” and the **STATE PROPERTIES COMMISSION** as “Tenant.” In the event of any conflict between the terms and conditions of this Rider and the terms and conditions of the Agreement to which this Rider is attached, the terms and conditions of the Rider shall control. In addition to any other terms whose definitions are fixed and defined within this Rider, the terms used herein with the initial letter capitalized shall have the same meaning ascribed to them as set forth in the main text of the Agreement or any of the Agreement’s Exhibits.

Landlord and Tenant hereby acknowledge and agree that during the time period from July 1, 2019 through the Commencement Date of this Agreement (the “At-Will Period”):

1. Tenant’s Subtenant or the state entity occupying the Premises (the “Occupying Agency”) continually occupied the Premises.
2. The Occupying Agency continued to pay Rent to Landlord for the Premises.
3. Landlord continued to accept Rent from the Occupying Agency; and
 - a) no additional amounts are due from Tenant and/or the Occupying Agency to Landlord for obligations accruing during the At-Will Period; unless expressly provided for in this Agreement.
 - b) no additional amounts are due from Landlord to Tenant and/or the Occupying Agency for obligations accruing during the At-Will Period, unless expressly provided for in this Agreement.
4. This Agreement supersedes all prior written or oral agreements between Landlord and Tenant and/or the Occupying Agency relating to the Premises during the At-Will Period.



SPALDING COUNTY BOARD OF COMMISSIONERS IGA-Spalding County Water Authority/City of Griffin - Extending Water Contract

Requesting Agency

County Clerk

Requested Action

Consider approval of amendment to water sales agreement and intergovernmental contract defining the relationship between the City of Griffin, Georgia, County of Spalding, Georgia and Spalding County Water and Sewerage Facilities Authority to extend the contract expiration date to December 31, 2023.

Requirement for Board Action

The SCWA approved the three year extension at the June 3, 2020 meeting and requested the BOC to consider approval at their next meeting so that the proposed contract amendment could be transmitted to the City of Griffin during June for consideration.

Is this Item Goal Related?

Summary and Background

The current Intergovernmental Agreement will expire on December 31, 2020 and the Spalding County Water and Sewerage Facilities Authority has requested that the IGA be extended until December 31, 2023.

Fiscal Impact / Funding Source

No change in agreement other than expiration date.

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Amendment to IGA	6/5/2020	Backup Material

AMENDMENT TO WATER SALES AGREEMENT
AND INTERGOVERNMENTAL CONTRACT DEFINING THE RELATIONSHIP
BETWEEN THE CITY OF GRIFFIN, GEORGIA, COUNTY OF SPALDING,
GEORGIA AND SPALDING COUNTY WATER AND SEWERAGE FACILITIES
AUTHORITY

WHEREAS, the City of Griffin, Georgia, a municipal corporation (hereinafter referred to as "the City"), the County of Spalding, a political subdivision of the State of Georgia (hereinafter referred to as "the County") and the Spalding County Water and Sewerage Facilities Authority, a public corporation created by Georgia Laws 1982, p. 4987, as amended by Georgia Laws 1988, p. 4822 and Georgia Laws 1993, p. 4863 (hereinafter referred to as the "Authority") entered into a Water Sales Agreement dated December 13, 1995 as amended, and;

WHEREAS, said contract will expire at midnight on December 31, 2020, and;

WHEREAS, the parties hereto wish to explore the establishment of a joint water authority to include the City of Griffin and Spalding County, and;

WHEREAS, the parties hereto wish to extend the existing contract until midnight of December 31, 2023, to pursue the feasibility of creating a joint water authority or to negotiate a new service contract with the City of Griffin, unless terminated by agreement of the parties hereto prior to December 31, 2023, and;

NOW, THEREFORE, the undersigned parties agree that Article 2 of the Water Sales Agreement and Intergovernmental Contract Defining the Relationship Between the City of Griffin, Georgia, County of Spalding, Georgia and Spalding County Water and Sewerage Facilities Authority dated December 13, 1995 is amended as follows:

By extending the Term of Agreement from midnight on December 31, 2020 to midnight on December 31, 2023, unless terminated by agreement of the parties hereto prior to December 31, 2023.

The parties hereto agree that said Amendment shall become effective upon the execution of this Amendment and that all other terms and conditions of the Water Sales Agreement dated December 13, 1995 shall remain in full force and effect.

This ___ day of _____, 2020.

CITY OF GRIFFIN, GEORGIA (Seal)

Douglas S. Hollberg, Mayor

Attest:

Kenny L. Smith, Secretary

COUNTY OF SPALDING (Seal)

Gwen Flowers-Taylor, Chairman

Attest:

William P. Wilson, Jr., County Clerk

SPALDING COUNTY WATER AND
SEWERAGE FACILITIES
AUTHORITY (Seal)



Dave Lamb, Chairman

Attest:

William P. Wilson, Jr., Secretary



SPALDING COUNTY BOARD OF COMMISSIONERS

Dundee Mills - Phase II

Requesting Agency

County Clerk

Requested Action

Consider request from the Spalding County Water and Sewerage Authority to proceed with application for Phase II funding of the Dundee Mills Sewerage Program through CDBG Grant funding.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

SCWA has let the contract for Phase I of this project and would like to move forward with Phase 2 with another CDBG Grant in 2021.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval



SPALDING COUNTY BOARD OF COMMISSIONERS Spay and Neuter Fund Request

Requesting Agency

County Clerk

Requested Action

Consider approval of appropriation in the amount of \$10,000 from the Contingency Fund to a designated Spay and Neuter Account to provide for assistance with spay and neutering of up to two animals per household.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

Approximately \$40,000 is remaining in the Contingency Fund.

STAFF RECOMMENDATION

Approval