

Agenda

**Board of Commissioners of Spalding County
Extraordinary Session
July 20, 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 James Dutton, District #2, will deliver the Invocation.

III. PLEDGE TO FLAG

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

IV. PRESENTATIONS/PROCLAMATIONS

V. PRESENTATION OF FINANCIAL STATEMENTS

1. Consider approval of financial statements for the twelve months ended June 30, 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 Extraordinary Session on June 15, 2020, the Spalding County Board of Commissioners Special Called Meeting on June 25, 2020 and the Spalding County Board of Commissioners Zoning Public Hearing on June 25, 2020.

VIII. OLD BUSINESS -

IX. NEW BUSINESS -

1. Consider approval of New 2020 Alcohol License for retail sale of beer and wine for
 - Jay Mahakali 1080, Inc. dba Valero Food Mart, 2995 N Expressway, Griffin, GA 30223- Ruchitkumar J Patel, Owner
2. Consider approval of an amplification permit request from Mr. Humberto Colon to hold his 50th Birthday Party at his property located at 1650 N. Walkers Mill Road.
3. Consider approval of final plat for Sun City Peachtree Subdivision - Pod 7.

4. Consider acceptance of Right-of-Way Deed for the extension of Little Gem Court in Pod 7 (Sun City Peachtree).
5. Consider approval of Master Software Agreement with Nitorco Inc. and Spalding County for new software for the Spalding County Tax Commissioner's Office.
6. Consider approval of low bid in the amount of \$1,859,897.80 from E R Snell Contractor Inc for the 2019 LMIG Resurfacing Projects.
7. Consider approval of an agreement with the Atlanta Regional Commission to develop a Spalding County Transit Master Plan.
8. Consider approval of the Subgrant Award from the Criminal Justice Coordinating Council for FY2021 funding of the Accountability Court in Spalding County.
9. Consider approval of contract with the Georgia Public Defender's Council, the Griffin Judicial Circuit Public Defender Office and the County of Spalding to provide Circuit Public Defender Services in Spalding County for FY 2021.
10. Consider approval of Resolution to adopt a moratorium on the acceptance of an application for Rezoning, Permit Application for Improvement and/or Development and Request for Approval of Construction plans for certain properties currently zoned "C-2 Manufacturing" under the Zoning Ordinance of Spalding County.
11. Consider approval on first reading a request to amend the Spalding County Code of Ordinances to provide for Service of Process of Housing Code Violations by OCGA 15-10-62(c).

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 James Dutton, District #2

Requesting Agency

County Clerk

Requested Action

Commissioner James Dutton, District #2, 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 Bart Miller, District #4

Requesting Agency

County Clerk

Requested Action

Commissioner Bart Miller, District #4, 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 June 30, 2020 Financial Statements

Requesting Agency

Finance Department

Requested Action

Consider approval of financial statements for the twelve months ended June 30, 2020.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

The twelve months ended June 30, 2020 is 100% of the budget year. General Fund revenues are 92% of budget, or \$48,601,555. General Fund expenditures are 92% of budget, or \$52,041,751.

Fire District revenues are 95% of budget, or \$6,693,648. This includes \$2,800,953 in Fire Insurance Premium Taxes received in October 2019. Fire District expenditures are 88% of budget, or \$6,095,440.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> June 2020 Financial Statements	7/16/2020	Cover Memo

REVENUE & EXPENDITURE STATEMENT FOR 100 GENERAL FUND

SPALDING COUNTY BOC

06/01/2020 To 06/30/2020

FY 2019-2020

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
100 General Fund					
Revenue					
30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$3,055,336.00	0
31 Taxes Subtotal	\$959,736.31	\$36,190,877.22	\$0.00	\$37,135,698.00	97
32 Licenses And Permits Subtotal	\$37,242.05	\$509,769.48	\$0.00	\$500,500.00	102
33 Intergovernmental Revenue Subtotal	\$1,059,249.24	\$2,376,355.33	\$0.00	\$2,094,720.00	113
34 Charges For Services Subtotal	\$568,019.24	\$5,283,146.15	\$0.00	\$5,734,125.00	92
35 Fines And Forfeitures Subtotal	\$78,484.37	\$1,549,685.51	\$0.00	\$1,978,500.00	78
36 Investment Income Subtotal	\$528.11	\$36,465.08	\$0.00	\$10,400.00	351
37 Contributions/Donations Subtotal	\$25.00	\$31,035.00	\$0.00	\$300.00	10,345
38 Miscellaneous Revenue Subtotal	\$292,560.74	\$2,624,221.45	\$0.00	\$2,363,458.00	111
Revenue Subtotal	\$2,995,845.06	\$48,601,555.22	\$0.00	\$52,873,037.00	92
Expenditure					
51 Prsnl Srvc, Emplpyee Ben Subtotal	\$1,938,689.88	\$27,013,595.95	\$0.00	\$31,209,226.00	87
52 Purch/Contracted Srvc Subtotal	\$598,347.45	\$10,332,107.81	\$243,844.36	\$10,922,417.00	97
53 Supplies Subtotal	\$476,180.39	\$4,925,541.08	\$92,815.12	\$5,307,305.00	95
54 Capital Outlay Subtotal	\$155,832.20	\$6,135,815.70	\$410,567.82	\$6,513,348.00	101
57 Other Costs Subtotal	\$568,448.54	\$3,117,504.71	\$23,302.36	\$2,848,206.00	110
58 Debt Service Subtotal	\$6,411.98	\$514,316.19	\$0.00	\$507,906.00	101
59 Subtotal	\$2,500.00	\$2,869.16	\$19,353.96	\$0.00	0
Expenditure Subtotal	\$3,746,410.44	\$52,041,750.60	\$789,883.62	\$57,308,408.00	92
Before Transfers					
Deficiency Of Revenue Subtotal	-\$750,565.38	-\$3,440,195.38	-\$789,883.62	-\$4,435,371.00	95
Other Financing Source					
39 Other Financing Sources Subtotal	\$234,438.00	\$5,164,022.69	\$0.00	\$5,862,676.00	88
Other Financing Source Subtotal	\$234,438.00	\$5,164,022.69	\$0.00	\$5,862,676.00	88
Other Financing Use					
61 Other Financing Uses Subtotal	\$0.00	\$1,018,576.00	\$0.00	\$1,427,305.00	71
Other Financing Use Subtotal	\$0.00	\$1,018,576.00	\$0.00	\$1,427,305.00	71
After Transfers					
Deficiency Of Revenue Subtotal	-\$516,127.38	\$705,251.31	-\$789,883.62	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 215 EMERGENCY 911

SPALDING COUNTY BOC

06/01/2020 To 06/30/2020

FY 2019-2020

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
215 Emergency 911 Fund					
Revenue					
31 Taxes Subtotal	\$0.00	\$450.03	\$0.00	\$0.00	0
34 Charges For Services Subtotal	\$226,599.16	\$1,313,950.14	\$0.00	\$1,226,353.00	107
38 Miscellaneous Revenue Subtotal	\$164.74	\$516.29	\$0.00	\$0.00	0
Revenue Subtotal	\$226,763.90	\$1,314,916.46	\$0.00	\$1,226,353.00	107
Expenditure					
51 Prsnl Svcs, Emplpyee Ben Subtotal	\$103,360.15	\$1,414,700.91	\$0.00	\$1,425,167.00	99
52 Purch/Contracted Svcs Subtotal	\$9,993.93	\$71,348.20	\$0.00	\$107,986.00	66
53 Supplies Subtotal	\$3,138.04	\$31,181.55	\$0.00	\$38,926.00	80
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	\$116,492.12	\$1,557,255.66	\$0.00	\$1,612,604.00	97
Before Transfers					
Excess Of Revenue Subtotal	\$110,271.78	-\$242,339.20	\$0.00	-\$386,251.00	63
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					
Excess Of Revenue Subtotal	\$110,271.78	-\$242,339.20	\$0.00	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 220 CSBG FUND

SPALDING COUNTY BOC

06/01/2020 To 06/30/2020

FY 2019-2020

		Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
220 CsbG Fund						
Revenue						
	33 Intergovernmental Revenue Subtotal	\$28,098.92	\$135,701.29	\$0.00	\$148,046.00	92
	Revenue Subtotal	\$28,098.92	\$135,701.29	\$0.00	\$148,046.00	92
Expenditure						
	51 Prsnl Srvc, Empl yee Ben Subtotal	\$0.00	\$26,331.14	\$0.00	\$35,258.00	75
	52 Purch/Contracted Srvc Subtotal	\$0.00	\$40,118.66	\$0.00	\$36,875.00	109
	53 Supplies Subtotal	\$0.00	\$62,227.75	\$0.00	\$75,913.00	82
	Expenditure Subtotal	\$0.00	\$128,677.55	\$0.00	\$148,046.00	87
Before Transfers	Excess Of Revenue Subtotal	\$28,098.92	\$7,023.74	\$0.00	\$0.00	0
After Transfers	Excess Of Revenue Subtotal	\$28,098.92	\$7,023.74	\$0.00	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 225 SENIOR

SPALDING COUNTY BOC

06/01/2020 To 06/30/2020

FY 2019-2020

		Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
225 Senior Nutrition Fund						
Revenue						
	33 Intergovernmental Revenue Subtotal	\$44,464.18	\$428,527.51	\$0.00	\$403,487.00	106
	37 Contributions/Donations Subtotal	\$565.00	\$52,809.83	\$0.00	\$85,000.00	62
	Revenue Subtotal	\$45,029.18	\$481,337.34	\$0.00	\$488,487.00	99
Expenditure						
	51 Prsnl Svcs, Emplpyee Ben Subtotal	\$10,585.06	\$161,068.44	\$0.00	\$180,961.00	89
	52 Purch/Contracted Svcs Subtotal	\$769.89	\$13,011.49	\$0.00	\$16,555.00	79
	53 Supplies Subtotal	\$42,688.73	\$318,438.58	\$0.00	\$313,450.00	102
	Expenditure Subtotal	\$54,043.68	\$492,518.51	\$0.00	\$510,966.00	96
Before Transfers	Deficiency Of Revenue Subtotal	-\$9,014.50	-\$11,181.17	\$0.00	-\$22,479.00	50
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	-\$9,014.50	-\$11,181.17	\$0.00	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 260 IMPACT FEES

SPALDING COUNTY BOC

06/01/2020 To 06/30/2020

FY 2019-2020

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used	
260 Impact Fees Fund						
Revenue						
30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$2,072,400.00	0	
34 Charges For Services Subtotal	\$65,967.47	\$525,526.45	\$0.00	\$447,400.00	117	
36 Investment Income Subtotal	\$292.10	\$24,192.49	\$0.00	\$0.00	0	
Revenue Subtotal	\$66,259.57	\$549,718.94	\$0.00	\$2,519,800.00	22	
Expenditure						
52 Purch/Contracted Svcs Subtotal	\$35.95	\$5,807.96	\$0.00	\$9,800.00	59	
54 Capital Outlay Subtotal	\$0.00	\$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	\$35.95	\$859,228.08	\$0.00	\$2,519,800.00	34	
Before Transfers	Excess Of Revenue Subtotal	\$66,223.62	-\$309,509.14	\$0.00	\$0.00	0
After Transfers	Excess Of Revenue Subtotal	\$66,223.62	-\$309,509.14	\$0.00	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 270 FIRE DISTRICT

SPALDING COUNTY BOC

06/01/2020 To 06/30/2020

FY 2019-2020

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used	
270 Fire District Fund						
Revenue						
30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$172,875.00	0	
31 Taxes Subtotal	\$5,975.50	\$6,637,488.51	\$0.00	\$6,817,678.00	97	
33 Intergovernmental Revenue Subtotal	\$0.00	\$2,786.97	\$0.00	\$0.00	0	
34 Charges For Services Subtotal	\$1,811.84	\$52,158.92	\$0.00	\$56,100.00	93	
37 Contributions/Donations Subtotal	\$0.00	\$1,200.00	\$0.00	\$0.00	0	
38 Miscellaneous Revenue Subtotal	\$6.00	\$14.00	\$0.00	\$0.00	0	
Revenue Subtotal	\$7,793.34	\$6,693,648.40	\$0.00	\$7,046,653.00	95	
Expenditure						
51 Prsnl Srvc, Employee Ben Subtotal	\$372,920.92	\$5,142,203.66	\$0.00	\$5,835,722.00	88	
52 Purch/Contracted Srvc Subtotal	\$32,339.26	\$367,968.50	\$3,252.00	\$510,530.00	73	
53 Supplies Subtotal	\$19,791.16	\$318,312.01	\$25,013.05	\$372,060.00	92	
54 Capital Outlay Subtotal	\$27,756.00	\$39,826.00	\$40,447.20	\$68,203.00	118	
55 Interfund/Interdept Chrgs Subtotal	\$0.00	\$171,938.00	\$0.00	\$171,938.00	100	
57 Other Costs Subtotal	\$2,640.31	\$55,191.39	\$9,871.66	\$53,500.00	122	
Expenditure Subtotal	\$455,447.65	\$6,095,439.56	\$78,583.91	\$7,011,953.00	88	
Before Transfers	Deficiency Of Revenue Subtotal	-\$447,654.31	\$598,208.84	-\$78,583.91	\$34,700.00	1,497
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	-\$447,654.31	\$563,508.84	-\$78,583.91	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 275 HOTEL/MOTEL

SPALDING COUNTY BOC

06/01/2020 To 06/30/2020

FY 2019-2020

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
275 Hotel/Motel Tax Fund					
Revenue					
30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$90,360.00	0
31 Taxes Subtotal	\$19,366.23	\$274,681.71	\$0.00	\$300,000.00	92
Revenue Subtotal	\$19,366.23	\$274,681.71	\$0.00	\$390,360.00	70
Expenditure					
57 Other Costs Subtotal	\$16,950.00	\$196,299.00	\$0.00	\$270,360.00	73
Expenditure Subtotal	\$16,950.00	\$196,299.00	\$0.00	\$270,360.00	73
Before Transfers					
Excess Of Revenue Subtotal	\$2,416.23	\$78,382.71	\$0.00	\$120,000.00	65
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	\$2,416.23	\$78,382.71	\$0.00	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 310 CAP PROJ - 2008

SPALDING COUNTY BOC

06/01/2020 To 06/30/2020

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	\$89.75	\$27,577.04	\$0.00	\$0.00	0
Revenue Subtotal	\$89.75	\$27,577.04	\$0.00	\$2,350,000.00	1
Expenditure					
54 Capital Outlay Subtotal	\$5,397.73	\$102,749.12	\$0.00	\$2,348,500.00	4
58 Debt Service Subtotal	\$0.00	\$0.00	\$0.00	\$1,500.00	0
Expenditure Subtotal	\$5,397.73	\$102,749.12	\$0.00	\$2,350,000.00	4
Before Transfers					
Deficiency Of Revenue Subtotal	-\$5,307.98	-\$75,172.08	\$0.00	\$0.00	0
Other Financing Source					
39 Other Financing Sources Subtotal	\$210.47	\$210.47	\$0.00	\$0.00	0
Other Financing Source Subtotal	\$210.47	\$210.47	\$0.00	\$0.00	0
After Transfers					
Deficiency Of Revenue Subtotal	-\$5,097.51	-\$74,961.61	\$0.00	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 315 CAP PROJ - 2016

SPALDING COUNTY BOC

06/01/2020 To 06/30/2020

FY 2019-2020

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
315 Cap Proj - 2016 Splost					
Revenue					
30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$1,541,000.00	0
31 Taxes Subtotal	\$0.00	\$2,314,117.49	\$0.00	\$4,920,000.00	47
36 Investment Income Subtotal	\$52.42	\$116,115.92	\$0.00	\$0.00	0
Revenue Subtotal	\$52.42	\$2,430,233.41	\$0.00	\$6,461,000.00	38
Expenditure					
54 Capital Outlay Subtotal	\$0.00	\$2,583,042.08	\$0.00	\$5,205,000.00	50
57 Other Costs Subtotal	\$0.00	\$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	\$0.00	\$2,673,288.58	\$0.00	\$6,461,000.00	41
Before Transfers					
Excess Of Revenue Subtotal	\$52.42	-\$243,055.17	\$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	\$52.42	-\$239,974.47	\$0.00	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 350 CAPITAL

SPALDING COUNTY BOC

06/01/2020 To 06/30/2020

FY 2019-2020

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

REVENUE & EXPENDITURE STATEMENT FOR 415 DEBT SERVICE

SPALDING COUNTY BOC

06/01/2020 To 06/30/2020

FY 2019-2020

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
415 Debt Service 2016 Splost					
Revenue					
31 Taxes Subtotal	\$530,377.50	\$3,360,605.49	\$0.00	\$305,300.00	1,101
36 Investment Income Subtotal	\$16.23	\$12,946.65	\$0.00	\$0.00	0
Revenue Subtotal	\$530,393.73	\$3,373,552.14	\$0.00	\$305,300.00	1,105
Expenditure					
57 Other Costs Subtotal	\$0.00	-\$350.00	\$0.00	\$0.00	0
58 Debt Service Subtotal	\$0.00	\$302,650.00	\$0.00	\$305,300.00	99
Expenditure Subtotal	\$0.00	\$302,300.00	\$0.00	\$305,300.00	99
Before Transfers					
Excess Of Revenue Subtotal	\$530,393.73	\$3,071,252.14	\$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					
Excess Of Revenue Subtotal	\$530,393.73	\$3,068,171.44	\$0.00	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 505 WATER FUND

SPALDING COUNTY BOC

06/01/2020 To 06/30/2020

FY 2019-2020

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used	
505 Water Fund						
Revenue						
30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$3,146.00	0	
34 Charges For Services Subtotal	\$722,434.28	\$9,231,458.63	\$0.00	\$9,222,020.00	100	
36 Investment Income Subtotal	\$753.30	\$32,940.48	\$0.00	\$0.00	0	
38 Miscellaneous Revenue Subtotal	\$0.00	\$500.00	\$0.00	\$0.00	0	
Revenue Subtotal	\$723,187.58	\$9,264,899.11	\$0.00	\$9,225,166.00	100	
Expenditure						
51 Prsnl Srvc, Emplpyee Ben Subtotal	\$23,842.21	\$326,336.87	\$0.00	\$361,064.00	90	
52 Purch/Contracted Srvc Subtotal	\$545,213.28	\$6,300,931.51	\$9,206.95	\$6,476,863.00	97	
53 Supplies Subtotal	\$11,430.12	\$131,522.31	\$2,175.64	\$411,090.00	33	
54 Capital Outlay Subtotal	\$3,532.50	\$387,896.80	\$135,450.00	\$550,000.00	95	
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	\$103,310.42	\$1,291,561.39	\$0.00	\$1,146,700.00	113	
Expenditure Subtotal	\$687,328.53	\$8,692,779.88	\$146,832.59	\$9,225,166.00	96	
Before Transfers	Excess Of Revenue Subtotal	\$35,859.05	\$572,119.23	-\$146,832.59	\$0.00	0
Other Financing Source						
39 Other Financing Sources Subtotal	\$1,820.00	\$82,916.00	\$0.00	\$0.00	0	
Other Financing Source Subtotal	\$1,820.00	\$82,916.00	\$0.00	\$0.00	0	
After Transfers	Excess Of Revenue Subtotal	\$37,679.05	\$655,035.23	-\$146,832.59	\$0.00	0

REVENUE & EXPENDITURE STATEMENT FOR 620 WORKERS COMP

SPALDING COUNTY BOC

06/01/2020 To 06/30/2020

FY 2019-2020

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used	
620 Workers Comp Trust Fund						
Revenue						
36 Investment Income Subtotal	\$4,892.75	\$21,035.46	\$0.00	\$0.00	0	
Revenue Subtotal	\$4,892.75	\$21,035.46	\$0.00	\$0.00	0	
Expenditure						
51 Prsnl Svcs, Employee Ben Subtotal	\$0.00	-\$83,065.17	\$0.00	\$210,000.00	-40	
55 Interfund/Interdept Chrgs Subtotal	\$39,620.00	\$414,824.59	\$0.00	\$650,632.00	64	
58 Debt Service Subtotal	\$0.00	\$5,390.33	\$0.00	\$7,500.00	72	
Expenditure Subtotal	\$39,620.00	\$337,149.75	\$0.00	\$868,132.00	39	
Before Transfers	Deficiency Of Revenue Subtotal	-\$34,727.25	-\$316,114.29	\$0.00	-\$868,132.00	36
Other Financing Source						
39 Other Financing Sources Subtotal	\$0.00	\$0.00	\$0.00	\$868,132.00	0	
Other Financing Source Subtotal	\$0.00	\$0.00	\$0.00	\$868,132.00	0	
After Transfers	Deficiency Of Revenue Subtotal	-\$34,727.25	-\$316,114.29	\$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 Extraordinary Session on June 15, 2020, the Spalding County Board of Commissioners Special Called Meeting on June 25, 2020 and the Spalding County Board of Commissioners Zoning Public Hearing on June 25, 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"/> 2020-6-15 Extraordinary Session Minutes	7/8/2020	Backup Material
<input type="checkbox"/> 2020-6-25 Special Called Meeting Minutes	7/8/2020	Backup Material
<input type="checkbox"/> 2020-6-25 Zoning Public Hearing Minutes	7/8/2020	Backup Material

MINUTES

The Spalding County Board of Commissioners held their Extraordinary Session in Room 108 of the Spalding County Annex on Monday, June 15, 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 Rita Johnson, District #3 delivered the Invocation.

III. PLEDGE TO FLAG

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

IV. PRESENTATIONS/PROCLAMATIONS

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

William Wilson, County Manager, stated that Ms. Hand is an outstanding student who has received many attributes during her short life. She is here with her family and will give some information regarding herself and then we will present Ms. Hand with some small tokens from Spalding County and will take pictures after the presentation.

Ms. Hand stated that it was an honor to be here this evening. She stated that she never thought that she would be preparing herself to go to basic training and start a 4-year military college experience in Annapolis, Maryland. She expressed her gratefulness to God, her family and members of the Griffin Community, all of whom have supported her in her endeavors throughout her journey. As part of the Class of 2020 she has earned her high school diploma along with her Associates in Science and Aeronautics from Embry-Riddle Aeronautical University and in 16 days she will report to the United States Naval Academy where she will begin her journey of becoming a Naval Officer.

V. PRESENTATION OF FINANCIAL STATEMENTS

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

Jinna Garrison, Administrative Services Director, stated that she would be happy to answer any questions the Board may have regarding the financial statements.

Motion/Second by Johnson/Miller approve the financial statements for the eleven months ended May 31, 2020. Motion carried unanimously by all.

VI. CITIZEN COMMENT

Chairperson Flowers-Taylor then stated that before she read the Citizens Comments Section, she would like to read a procedure that would be effective this evening. As the Chairman of the Board, she is expected to manage the meetings in an orderly fashion and after review the video of the last two meetings, she has found that she has failed in that area. Because of that she would like to read the

following statement:

“As Chairman of the Spalding County Board of Commissioners it is my responsibility to ensure that our meetings are carried out in an orderly and dignified fashion. Well run meetings are the result of careful planning, respect and proper etiquette. As members of the Board of Commissioners, we are expected to behave with dignity and conduct ourselves in a professional respectful manner. I wanted to remind everyone that all remarks should be directed to the chair and not to individual commissioners, staff or citizens in attendance of the meeting. Speaking at the meeting should not happen until recognized by the chair and all remarks should be addressed to the motion or agenda item being discussed. Personal remarks are inappropriate and moving forward will be ruled out of order.”

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.

Mr. Wilson then stated that there are five people signed up to speak this evening.

John Kelley, 2500 W. Ellis Road, spoke against the new rules at the Collection Centers requiring that Driver's License be shown in order to dump.

DeAndre White, 266 Ella Circle, spoke regarding changing the name of the Camp Stephens Park.

Jewell Walker-Harps, 103 McEthel Drive, spoke regarding Heritage Park and the Aquatic Center.

JoAnn Phinzaee, 859 Park Point Drive, thanked the Board of Commissioners for keeping their word in getting something done at Fairmont.

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.

Motion/Second by Johnson/Miller to approve the minutes for the 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. Motion carried unanimously by all

VIII. OLD BUSINESS -

1. Update from Parks and Leisure Advisory Commission regarding phasing in public Leisure Services programming and park facility usage.
Kelly Carmichael, Spalding County Leisure Services Manager stated that the Spalding County Leisure Services Commission recommended that services

begin to be phased in at the Park and Leisure Service Facilities:

- A. Pavilion and facility rentals - Motioned the recommendation to allow pavilion and facility rentals that meet Governor Kemp's social distancing and gathering guidelines.
- B. Youth and adult sports - Motioned the recommendation to allow sports to resume interleague scrimmage games with neighboring communities per staff discretion and within state recommended protective measures in place.
- C. Tournaments and events - Motioned the recommendation to postpone tournaments but allow staff to approve and phase in outdoor events within state guidelines.
- D. Community Center programming - Motioned the recommendation to reopen community centers for managed programming and summer activities per staff discretion and within state recommended protective measures in place
- E. Senior Center programming - Motioned the recommendation to resume senior programming for outdoor activities at staff discretion within Governor Kemp's social distancing and gathering guidelines.

Mr. Wilson then asked what that means for the Senior Center?

Ms. Carmichael advised that what it means for the Senior Center is to host activities outdoors on the lawn such as a Zumba Class or a Tai Chi Class, socially distanced out on the lawn, but the building would remain closed. We could also host a Senior Fishing Event at the lake, socially distanced.

Commissioner Dutton then asked when would everything reopen?

Ms. Carmichael advised that would be recommended by the Advisory Commission at a later date. As far as the Senior Programming, Spalding County will be hosting a ZOOM meeting with Senior Centers across the State, because the population that enjoys the Senior Center meets the average age that are affected by COVID-19.

Ms. Carmichael stated they will continue the congregate meals and the meals on wheels programing, and they would like to phase in an element of outdoor safe activities.

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 an "Arts on the Lake" event.

Mr. Wilson stated this has been reviewed and approved by both the Sheriff's Office and Community Development. Mr. Wilson stated he had provided the Board will information from the County Attorney regarding this event. We still have concerns, it is two days, June 26-27, the Governor has relaxed venues and he's not sure how you handle an event like this and follow the Governor's distancing requirements.

Commissioner Dutton then advised that the amplification permit is only for the 27th of June from 12 p.m. to 5 p.m. and that is what the Board is considering, not if it is appropriate to have the event.

Motion/second by Johnson/Dutton to approve the request from Ms. Lawanda Strachan Burks for an amplification permit at the Lake Pavilion on Saturday, June 27th, 2020 from 12:00 p.m. – 5:00 p.m. for an "Arts on the Lake" event.

Chairperson Flowers-Taylor stated that her concern is that we have had numerous complaints regarding events at this location. If you are going to be there from 12 – 5 p.m. and her concern is that they are going to have amplification on both dates. She feels that either we do not have all the details and her question would have been why do you need it on one date and not the other, or did you make a mistake?

Commissioner Dutton then stated that if amplification is utilized outside of the date and time requested, then the Sheriff's Office should be called and they should be issued a citation, but if they are inside the hours of 12-5 p.m. on the 27th then they will have our permission for their request.

Motion carried 3-1 (Flowers-Taylor).

2. Consider request from Donna Jester to host a Fourth of July Party for neighbors, friends and family with outside amplification on Saturday, July 4th from 2 p.m. - 9 p.m at 1237 N. 9th Street .

Mr. Wilson stated that this request has also been approved by the Sheriff's Office and Community Development. Ms. Jester advised that she has made arrangements to have people attending park in the neighbors yards, limiting parking on the street.

Motion/Second by Dutton/Johnson to approve the request from Donna Jester to have amplification for a Fourth of July Party for neighbors, friends and family on Saturday, July 4th, from 2 p.m. – 9 p.m. Motion carried unanimously by all.

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. Ms. Carmichael stated that the USDA Summer Food Program is traditionally offered at the Community Centers. We have learned about the Small Treasures Food trucks and the reports that we are received from other user groups is that the children are enjoying the hot meals. They serve 4 days of hot meals and Fridays may be a cold meal, but sometimes it will also be a hot meal. It has been her experience that children respond to the visual of the food truck. On Friday's, City Church's Ice Cream Truck will follow along behind the food truck. They can serve directly from the window on the truck and they will be responsible for all of the meal count sheets, they have a 100% food service inspection on their vehicle and they will go to the parking lot at all three sites and serve any child that walks up for a meal.

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

Motion/Second by Dutton/Johnson to approve the agreement with Small Treasures 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. Motion carried unanimously by all.

5. 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.

Mr. Wilson stated that we budget \$28,000 annually for the DF&CS Program, this is predominantly for Foster Children, they have been unable to spend the funds this year due to the COVID-19 outbreak and they currently have approximately \$8,959 remaining. Staff proposes that those funds be moved to the FY2021 Budget, they will not adversely effect the Budget and it has been incorporated into the Budget Ordinance that you will preview this evening.

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

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

Mr. Wilson stated that these are the year-end budget amendments. Historically we come to the Board every year for these amendments. Predominantly, these are other financing sources which are the lease purchase payments for vehicles/equipment, we do not finance these purchases and throughout the year we receive financing for those through the ACCG or the GMA Lease Pool. These amendments are for the end of the year. These amendments also allow the fund balance to decrease, as the property taxes were a little more than estimated. Staff recommends approval.

Motion/Second by Johnson/Dutton to approve on first reading the FY 2020 year-end budget amendments. Motion carried unanimously by all.

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

Mr. Wilson stated this is the ordinance for the upcoming budget year which includes everything the Board approved. There were no comments at the Public Hearing during the last meeting. The amounts for Indigent Defense was reduced in the budgets as required and the off-setting amount was a reduction in fund balance. It does include everything the Board approved, no increase in Health Insurance Premiums, it does include a 2% Cost of Living across the Board and there is no tax increase.

Motion/Second by Johnson/Dutton to approve on first reading the Fiscal Year 2021 Budget Ordinance. Motion carried unanimously by all.

8. 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.

Mr. Wilson stated that we do provide facilities for the local vetrans' services. We charge them a nominal \$100 per month, this is predominantly done so that we will have this service available to Spalding County Citizens so they will not have to go to Atlanta. We pay for the utilities and Veterans' Services pay for their internet, burglar alarm system, telephone, etc. We only provide the building and utilities at Memorial Drive Plaza.

STATE OF GEORGIA

Lease # **7138**

COUNTY OF FULTON

**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 **One Hundred and 00/100 Dollars (\$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 shall cause Occupying Agency to 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.

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: _____

Title: _____

Attest: _____

Name: _____

Title: _____

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:

OCCUPYING AGENCY:

DEPARMTENT OF VETERANS SERVICE

Unofficial Witness

By:

Notary Public
My Commission Expires:

Name:

(Affix and Impress
Notary Public Seal Here)

Title:

EXHIBIT A

[Floor Plans to Be Attached]

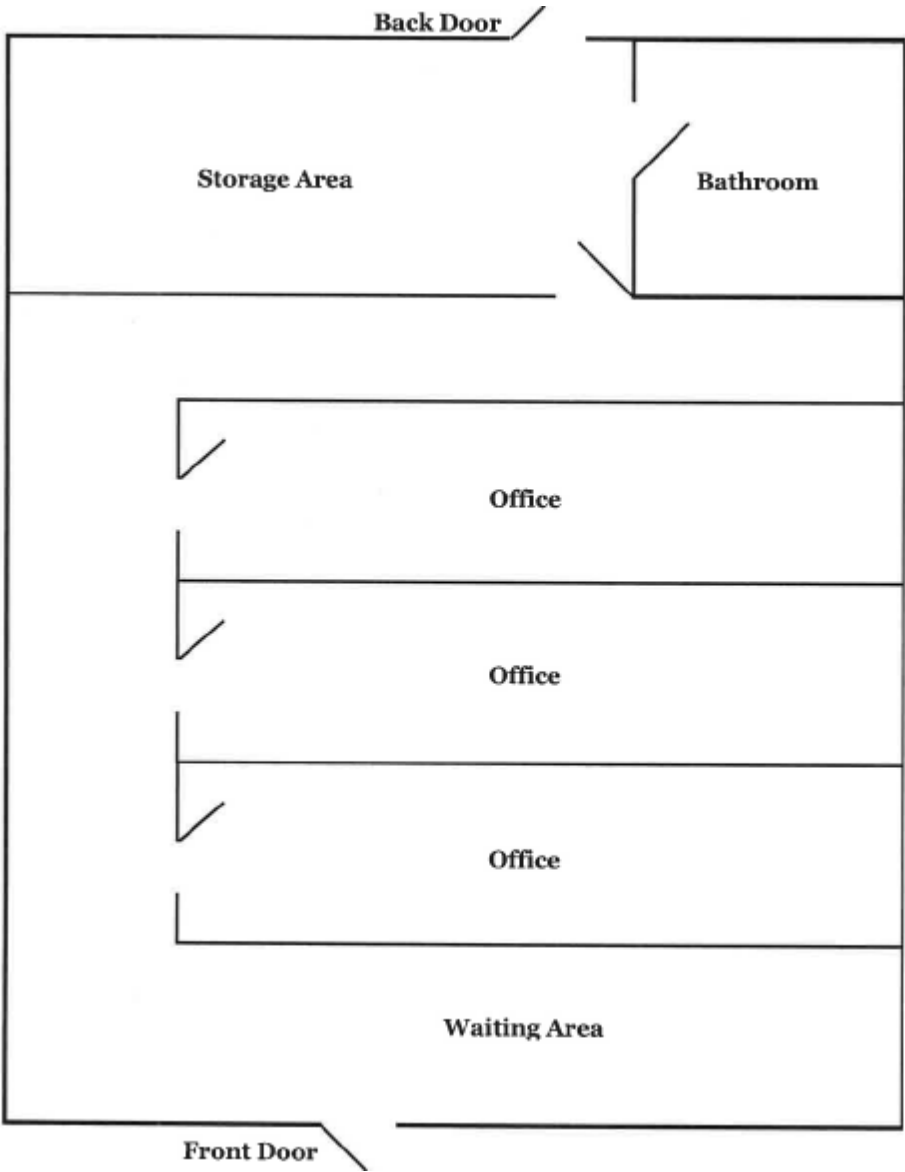


EXHIBIT B

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.

Motion/Second by Miller/Dutton to approve the 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. Motion carried unanimously by all.

9. 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.

Chairperson Flowers-Taylor stated that when this contract was drawn up, the County Commissioners backed the Bonds that were issued, because the Water and Sewerage Facilities didn't have bonding ability at that time. Any new contract going forward will not involve the Board, but since we are still in the original contract, so in order for them to extend the contract the Board has to say it is okay to be extended. The Water Authority would like to extend the contract for 3-years.

Mr. Wilson stated that everything would remain the same for the next 3-years. Mr. Wilson stated that they had tried to negotiate with the City and items have been discussed and COVID-19 has also delayed the process. The current contract expires December 31, 2020 so we need to extend it. It doesn't hurt the City of Griffin and it doesn't hurt the Authority, it simply continues the contract. We had sent a two-year condition to the City which was turned down; however, Kenny Smith indicated in an email to Mr. Wilson that the City might consider something in the 3-5 year range, but would not consider a 2-year contract.

Chairperson Flowers-Taylor then advised that if the Board approves this amendment, it will go with the Water Authority's approval to the City. If the City accepts it, we are good for 3 years, if they don't, we may see this again.

**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 extend the existing contract until midnight of December 31, 2025, unless terminated by agreement of the parties hereto prior to December 31, 2025, 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, 2025, unless terminated by agreement of the parties hereto prior to December 31, 2025.

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)

Cynthia Reid Ward, Chairman

Attest:

Kenny L. Smith, Secretary

COUNTY OF SPALDING (Seal)

Rita Johnson, 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

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

10. 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.

Mr. Wilson advised that in 2019 the Board of Commissioners approved a CDBG grant application. CDBG Grants can only be awarded to the County or City Governing Authority, they cannot be awarded to a Water Authority. These grants have to go through the County, but they pay for everything. We recently bid the current project and the Water Authority awarded the bid to McElroy Construction for almost \$1 million for Phase I of Springs/Dundee Mill Village Project.

In February 2021, we will need to apply again, but in order to get there we have a lot of preliminary work that has to be done. Deborah Smith with Allen

smith Consulting is our Grand Writer for this, she is compensated by the Water Authority, there is no cost to the County at all. This is Phase II of the project and we will come back in two years for Phase III of IV total phases.

Commissioner Dutton asked if all of the phases would be around \$1 million?

Mr. Wilson stated the maximum grant for CDBG is \$750,000 and the Water Authority has committed up to \$500,000 in matching funds for Phase I because these grants are competitive grants. We had estimated the bid for Phase I at \$1.3 million and it actually came in at approximately \$967,00.

Commissioner Dutton then asked how many bids were received?

Mr. Wilson advised there were seven (7) bids received on this project.

Chairperson Flowers-Taylor stated that she would like to see the Planning and Zoning Development Office to start creating an overlay for that area for a RAZ so that we can start looking for infrastructure grants and money, but having the Water Authority make sewer available in this area is not going to do us any good if we don't spur any development. This would allow people to develop without having to use septic tanks as they would have access to both water and sewer, which opens a new door for development on these small lots.

Commissioner Flowers-Taylor stated it is important for the County to make sure we help people to develop this area. It doesn't make sense for the Water Authority to put sewer into the area if we're not going to do anything to spur development of the area.

Mr. Wilson stated we are working with Debbie Bell the Community Development Director and she is familiar with RAZ as well. He then stated that the City of Griffin has gotten eight (8) CDBG Grants in a row. If you are in a RAZ which is a State Designation for an area you have planned and programmed for transportation, sidewalks and sewer, you can apply for a CDBG Grant every year. In the past three (3) years they have increased the amount of the CDBG Grant from a \$500,000 cap, of which the County has received several, to \$750,000 and this is the first \$750,000 Grant we have received. There is talk that they may in years to come go up to \$1 million and you can apply every year, but there are certain criteria we have to meet in the planning arena in order to be able to do this and Ms. Bell is familiar with and we are already talking about a RAZ for that area and Highland Mills as well because there are some vacant properties in that area that could be tied onto the High Mill Lift Station.

Chairperson Flowers-Taylor stated that we have to get the overlay plan into place and the plan costs money, those are the "hoops" that Mr. Wilson is talking about. That is how the City of Griffin has been able to do sewer and water line updates, street, sidewalk and drainage improvements. As long as they keep the status and are operating on that plan they will continue to get these Grants.

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

11. 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.

Mr. Wilson stated that Chairperson Flowers-Taylor asked if we could do this. In years past, we have funded a Spay and Neuter Fund and she wanted a fund where we could help folks who could not afford to have their animals spayed or neutered. We talked about limiting it to two (2) animals per household and they will have to use the HELP Spay Neuter Clinic who is the organization the Board authorized a contract with for this service. Mr. Wilson advised that this money can be placed in a separate account and it can be maintained separately for only those who can qualify for this funding.

Mr. Wilson then advised that no discussion regarding qualifying for the service has been held, but the details will be forthcoming.

Chairperson Flowers-Taylor stated the reason she asked that this be funded by Contingency is because we are at the end of the year and this money has not been spent. We do a very good job with taking the animals that come into the Shelter over to Auburn, this funding will provide those people want who keep the animals at home and can't afford to get their animals spayed or neutered the opportunity to do so. Hopefully, it will prevent pets from being dumped on the side of the road and becoming part of those housed in the Shelter. If we can keep the pet in someone's home that would be good, we have done some of this with people at the Senior Center in the past, but we haven't done this for the community at large. She then stated that her hope is that this will keep the new Shelter from being full and anything that we can do to keep that animal from making it into the shelter we should be doing. She just wanted to make sure before the end of the budget year that this money was allocated for next year.

Commissioner Dutton stated that he wouldn't want to see this limited to certain neighborhoods and he would like for there to be no income requirement. He feels it is something that should be open to the community. He feels it could be pushed out and advertised in the areas of the community with the greater need; however, it would like for it to be available to the community as a whole.

Motion/Second by Johnson/Dutton to approve the 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. Motion Carried unanimously by all.

X. REPORT OF COUNTY MANAGER

- ✓ Reminded the Board that their Personal Financial Disclosure Reports for Elected Officials are due by July 1. If you have any questions on these please contact Marcia Ridley at the Board of Elections.
- ✓ Currently the City's Zoning for the Rosenwald/Heritage Park area does not allow for what the Housing Authority wants to do. The City has asked if the Board will allow Mr. Wilson to sign a rezoning application for that property, so that it can be zoned for multi-family development. They will be rezoning some property in the area as well, but right now because of the way it is zoned, the City's Land Use and Zoning Map will not allow for the multi-family units that we are discussing with the Housing Authority about building.

Chairperson Flowers-Taylor then asked what the current zoning on the property might be.

Mr. Wilson advised that he believes it is Office and Institutional because of the school. This will be a City and County project because the property is located within the City limits and the Housing Authority gets the bond funding that way.

Consensus of the Board is to allow give Mr. Wilson the authority to sign a rezoning application with the City of Griffin on behalf of Spalding County.

- ✓ The ArtSpace Market Study is currently underway. Ms. Conort has been working with Newton Galloway and the local group and ArtSpace in Minnesota, it has been published and is out for public comment. We will get the Board a link to the Study so you can give your input on this Market Survey. It will be out until July 13th.

Mr. Wilson reminded the Board that this Market Study is also critical to the piece that the Housing Authority is doing as well.

- ✓ As a source of information, the Board modified the code several years ago regarding driveway pipes. Mr. Imberger investigated current pricing for

driveway pipe and we are currently losing money when we sell the pipe directly to individuals who come to the facility to purchase pipe, because prices have gone up and we have not changed our price to the public since it was instituted. So, he will be raising the cost of pipe by 100% in order to cover our costs. This will not affect the driveway pipe that the County installs. Currently the County charges \$1,800 to install a driveway and our costs are covered in that installation.

What we have found out is that Spalding County has become “the place” in the South Metro where people come to purchase driveway pipe because: (a) No one else carries them and (b) because we sell them so cheap. We never calculated the price of to the county for processing a driveway pipe purchase:

The individual comes in to make the purchase. The secretary has to make sure we have the pipe by calling down to the shop. Someone from the shop then has to stop what they are doing to go out and make sure the pipe is there and get it ready to load. The person pays for the pipe then drives to the yard to where the pipe is located and they load the pipe, secure the pipe and the people drive off. So, 30 minutes to 1 hour of productivity time for one of the guys in the shop every time they have to do a driveway pipe and they have calls all during the day for driveway pipe. In the past, none of this cost was consider as part of the acquisition process.

Mr. Wilson then advised that effective Monday, June 22nd, prices would be increased.

- ✓ He placed on the dais the 5-day rolling average for Spalding County, you will notice our numbers for COVID are going down. We are still observing the social distancing rules and will continue to do this for another meeting or two and we will see what the Governor says regarding this.
- ✓ We have just received a Local Project Framework Agreement from the Georgia Department of Transportation. This preliminary engineering commitments for the relocation of SR155 to McDonough Road. We have been working on this for years. This is the scoping agreement, which is the first step. He will let the County Attorney read over it. Essentially the Board had approved one of these years ago, this is a new one that they have assigned a project information number. We had to track it down because they made it a totally separate project.

We have been working with the Transportation Committee for three years and for the past year trying to get a meeting with Russel McMurtry, the DOT Commissioner, to see if we could advance the project. It got pushed up and we have it and once the County Attorney has reviewed it he would like permission to sign it and return it to GDOT and get it moving.

- ✓ The last thing is there is a peaceful protest going to happen this Friday, June 19th, and will start at Fairmont Park and move to Courthouse. They will be walking along the route. We have met with Kenny Smith and Jessica O’Conner this afternoon and at that time the person who is overseeing this event has not filed a parade permit, should they wish to walk in the street. If they walk on the sidewalks they will not need a parade permit, but they do need a permit for gathering. Both of the sites are located within the City of Griffin, but both of the sites are highly valued and treasured county property.

The Sheriff has recommended that both the Courthouse and the Annex close at 3:00 p.m. on Friday because the group will be getting to the Courthouse area probably about the same time that most people will be leaving to go home. Most of the elected officials and constitutional officers in the courthouse will be closing their offices at 3 p.m. and going home. The City has not determined what they are going to do, but a couple of offices in One Griffin Center have decided to work from home that afternoon. As of right now the Annex will be open unless you direct otherwise. Mr. Wilson advised the Sheriff is here and can answer any questions. From everything he has heard it is to be a peaceful

demonstration. The last one was a peaceful demonstration. Mr. Wilson then stated he is leaving it up to the Board if you want us to stay open it is fine, if you want us to close it is fine.

Sheriff Dix stated that there are no indications that this will be anything other than a peaceful protest. We are estimating it will take approximately 45 minutes for a large group of people to walk that distance, which will put everyone on the courthouse steps and around the area at about the same time that all the businesses and the courthouse closes. Employees are going to try to get out, there will be a traffic problem. It's not because we think anything is going to happen, there have been no rumors of that. This this being done so that employees will have time go get out of the building and clear traffic before the crowd gets here.

Commissioner Flower-Taylor stated that with the train blocking the intersection at 4:30 to 5:00 p.m. every day which is the same time the group will be coming through the area, is going to cause significant traffic back-up and she total agrees that anything that will reduce the traffic in that area should be done.

Mr. Wilson stated that what this has brought light to is that the County does not have any ordinance currently to address a gathering like this in unincorporated Spalding County, so we will be bringing you one in the future.

Consensus of the Board is to release Courthouse and Annex employees in the downtown area at 3:00 p.m. on Friday, June 19th.

XI. REPORT OF ASSISTANT COUNTY MANAGER

- Thanked the Board for the \$10,000 for the Spay and Neuter Program for the animals, that will make a big difference.
- Animal Control has heard from the Foundation and they will resume their usual schedule on July 1st.
- Fire Department and Volunteers assisted the City of Griffin Fire and the Lions Club in distributing boxes of food last Friday to our citizens. Ms. Conort was out there with Patrick Key from the City giving out information on the Census. So we are working on that as well.
- The four (4) new hires for the Fire Department will graduate from the Academy on July 10th.
- Griffin-Spalding County schools hosted an advisory meeting, they had the Department of Public Health, representatives from the Community that is involved with Archway to go over the plans for graduation and they have determined they will be holding those ceremonies June 25th and June 26th.
- There is a revised scheduled for the Census, it is now scheduled to be completed October 31st and she is very happy that Ms. Conort is on board to assist.

XII. REPORT OF COMMISSIONERS

Bart Miller – A number of his constituents have complained about having to show their driver's license at the Collection Centers. He would like to see some type of decal that could be issued annually to the residents of Spalding County that could be placed on their windshield. If we start a permit program where a permit could be purchased it would be ideal. You can't go by the tag because some of them have Spalding County, but others have "In God We Trust" which doesn't identify the County. He has witnessed some of the confrontations at the Collection Centers and we need to look at trying to do something that would make it easier on the people working at the Centers. We need to find a simpler way for the people working at the Collection Centers to identify Citizens who are allowed to utilize the service.

He also wanted to thank the Sheriff's Office, he had a burglary at his home and they were as nice as they could be. They came out and checked

everything, He thanked Detective Phillips and Chief Deputy Tony Thomason for everything they did.

Rita Johnson – Congratulations to Gabriel Hand for her acceptance to the United States Naval Academy.

She welcomed Rachel Conort to the Spalding County family. We are really going to need you and you are going to be a big asset to Spalding County.

Excited about how the SPLOST projects are moving along. We are moving along very well and she is excited about that.

Great job to the staff for their work on the 2021 Budget, no tax increase.

Our next meeting is scheduled for July 6th and she wanted to say “Happy Independence Day” to everyone. She then asked Mr. Wilson what the plans were for the 4th of July.

Mr. Wilson stated that the City and County Joint Fireworks will be held again at the Volunteer Park/College and Career Academy location. There will be no other events planned due to COVID, but the fireworks will take place.

Mr. Wilson reminded the Board that we will have a Zoning Meeting next Thursday night, June 25th and a Special Called Meeting at 5:45 p.m. on Thursday night for to approve on second reading the Budget.

James Dutton – Congratulated Ms. Hand as well and is so glad that someone from our community will be representing Spalding County and will be one of the Blue Angels one day.

As far as the COVID situation goes, he wants us to open right now, all the way, no restrictions, let’s go.

He also wanted to talk positively about the Sheriff’s Office. He deals with a lot of Sheriff’s Offices in the South Metro Area from Macon to Columbus to Atlanta to Eatonton and our Sheriff is second to none of those guys. We have a great Sheriff, a great staff and he simply can’t say enough.

The Sheriff’s Office responded correctly and appropriately to the last protest and he expects them to do the same this time. The last protest was incredibly peaceful and while people showed up to the protest with those very non-peaceful ideas in mind, the people at the protest self-governed and as soon as somebody said something that was designed to incite something other than peaceful the other individuals in the protest or organizers would call them and say “we’re not going to have that” and that was really good to see.

He has seen some posts regarding local citizens starting a Citizens’ Review Board for law enforcement and they have reached out to a lot of elected officials. To date the only folks who have said they want to be actively involved in that are Commissioner Dutton and the Sheriff and both stated they would love to have that conversation regarding a Citizens’ Review Board.

He feels that Spalding County does a great job in implementing the alternative to arrests to the prison pipeline. Right now our officers are called out to mental health crisis, out to addiction crisis and they are trained to respond in a certain way and if we can give alternative to that he feels we could alleviate a lot of the pipeline of sending these people to prison. We have many alternative courts here in Spalding County, we have a Drug Court for people with addiction problems, we have a Veteran and Mental Health Court for people who have those issues and he would love to continue to expand those. Many counties around us have a DUI Court which is an alternative to train individuals and get them on the right path.

He is excited to get the Heritage Park Project underway. We had someone ask why we don’t have a plan to put a bathroom inside the Rosenwald School and it is because that is a historic building and you would have to knock down walls and rip up floors in order to put pipes and a bathroom into a building that didn’t historically have a bathroom, so we have put one as close to it in order to uphold

the historic integrity of the building. He feels the project is going to be outstanding. He can't wait to see what the Housing Authority adds to it and he hopes that ArtSpace gets involved as well because that could be an amazing thing for the community as well.

Gwen Flowers-Taylor – Stated she would like to go back and “hit some of the things” that some of the citizens talked about in Citizen Comments.

Mr. Kelley talked about the issue at the Collection Center with showing his license at the Collection Centers. Whenever, she goes to Kroger or Food Depot and she needs to purchase a bottle of wine, she knows she has to show her ID. If it is the rule that in order for you to be able to use the services of the County and the way to do that is to show some ID that shows your address, then that is what people should do. Under no circumstances should the employee be verbally attacked or abused because he is following the rules that we set up. We should look out after our people. The point is we have set up some rules and that is what people need to abide by, if they aren't working then the process is to let us know and we can revisit the subject, but we have to protect our employees.

She then asked how much we pay our employees at the Collection Centers?

Mr. Wilson advised it is approximately \$9.80 an hour to start.

She then stated that the Collection Centers really aren't a place where one person can do the job and if we want it to be run correctly, then we need to put more staff at the location. If you need one person to check ID, how is that same person going to help elderly residents remove trash from their car. She feels the complaints that people have are valid, the same person checking ID cannot be running back and forth to assist people with unloading their cars.

She further stated that the idea of a decal of some type for windows is all well and good; however, some people are then going to say they don't have the money to purchase a decal. She feels we should definitely have a discussion regarding the possibility, but in the meantime, under no circumstances should we be allowing our employees to be abused or cursed at because they are following the rules that we have set in place.

Mr. White came in and made the comment about Camp Stephens, she thanked him for the history lesson, but she thinks it is very important for us to realize that this is not going to be an isolated situation. She doesn't know for sure, but the City of Griffin is going to have a major problem owning where the Confederate Cemetery is and where all the Confederate Monuments are. She understands that one of the Confederate Cemeteries has already been vandalized, but as a Board we really need to look at what it is we want to look like. Do we want to glorify people who were rapists, slave owners, slave traders, whatever. We need to figure that out because this is not going to be the last time someone comes to us and asks us, as a government, to support the fact that we are raising up people who are horrific. She didn't know that about Camp Stephens, she never even bothered to look up the history on it and should have. She just wants everyone to understand that this request is not going to be the first one we receive. She doesn't know if there are any other monuments in the County, but she does expect this particular thing will be coming back to us for the same reasons Mr. White expressed.

She also wanted to talk about Third Street at Fairmont. We need to figure out what it is we are going to do, by the time the garden opens we are going to have to make sure that Third Street is One-Way. Part of what we had talked about is trying to get an easement from the VFW Organization. But Mr. Smith says if there is still access to the street, we have not deprived them of their right to have access to their property. She is just concerned with all the traffic it is going to be a prime place for speeders. We need to figure out what we are going to do about rerouting traffic over there.

Regarding Ms. Jewel Walker-Harps and the comments regarding the Rosenwald School, she has to say that it never occurred to her that anyone would ever think

that the addition to that building for the restrooms would be called an "Out House," but she can certainly understand, once she shared that, where that thought process is coming from and to a degree she can understand their concern about us taking the focus off the Rosenwald Building, she doesn't know how to fix that, but she wishes we had known about it a month ago. Before, we voted to get a concept plan. The bad thing is we have spent money on a concept plan, the good thing about it is there were a number of concept plans before one was settled on for the Senior Center. This is not something unusual, but she feels it is very important is consideration of what the programming is going to be there. Is it going to be an area where people will have meetings or where they want to lease a room out or where they want to do something. Maybe it shouldn't be just about showing 4 rooms that are set up for the period of the 1950's. She feels there needs to be a discussion as to what the options are. Still now that whatever we decide has to be for the greater good. It has to serve the greater number and we have to look at what is best for the entire county.

She had a great talk with the Sheriff and he said something to her that was very important, it is very easy to look at the things happening in the world and say that the police are bad and for some people that means all police are bad. But what happens when it is a school teacher charged with sexual molestation or having an affair with some child at school do we say that all teachers are bad? What happens when it's a minister and there has been a history over a number of years involving priests, is everyone going around saying that all ministers are bad? So, by that same token, she tries to live her life, she grew up in the 60's and she had some bad things said and done to her by white people, but she has never felt that she hated all white people, she just dislikes those who did something bad to her. So she urges people at this time at this point in time, don't look at the police as "them" because if you allow yourself to make "them" the enemy, you'll allow yourself to make other groups the enemy simply based on being a member of the group. This thing going on now is a time for us to look into our motives, into our means and to make a difference that is significant in this community. So, we are in a great place, but she asks people to be very cognizant of not lumping everybody into a category because individual people take individual actions, they are no representative of a whole section of a county. That is representative of them as an individual not as the group. She asked that everyone think about that before we start putting labels on people. There is enough anger, hatred and up-setness right now, that when you meet somebody and they start with "the police", "the this", help them to understand, "that police, not all police", "that preacher, not all preachers", "that teacher, not all teachers." That is all she wanted to say and because she is the Chairman she has to sit on her soap box and say all that.

Mr. Wilson stated he wanted to address two things:

1. Regarding Collection Centers, this past weekend there were no reports of problems at the Collection Centers. He thinks that people are getting accustomed to the new rules and he asked that the Board give it 90 days and see what happens before we make any changes.
2. With regard to Ronsenwald, he is used to everyone changing their mind at 11:59 and he has put Paragon on hold and he has asked him to give us a price. He also advised Ms. Walker-Harps to put a restroom inside Rosenwald that meets ADA requirements and everything to today's standards is probably going to use up $\frac{1}{2}$ to $\frac{3}{4}$ of one of the classrooms there. He told her he would get a price and compare it to the cost of the Welcome Center because it does sound like that the philosophy that we had of the Rosenwald School as a historic museum type venue is not what EPI (Educational Prosperity Initiative) had envisioned for that building.

XIII. CLOSED SESSION – None.

XIV. ADJOURNMENT

Motion/Second by Johnson/Miller to adjourn the meeting at 8:06

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 Special Called Meeting in Room 108 of the Spalding County Annex on Thursday, June 25, 2020, beginning at 5:31 p.m. with Chairperson Gwen Flowers-Taylor presiding. Commissioners Rita Johnson and Bart Miller were present for the meeting. Commissioners James Dutton and Donald Hawbaker were absent from the meeting. Also present were County Manager, William P. Wilson, Jr. and Assistant County Manager, Michelle Irizarry, 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 Bart Miller, District #4, led the pledge to the flag.

IV. AGENDA ITEMS

1. Consider approval on second reading FY2020 year-end budget amendments.
- William Wilson, County Manager, advised that the amendments had been approved on first reading at the June 16th Extraordinary Session and nothing has changed since that time. These are year-end budget amendments, primarily for lease-purchase contracts and things of that nature.

**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
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

Motion/Second by Johnson/Miller to approve on second reading FY2020 year-end budget amendments. Motion carried unanimously by all.

2. Consider approval on second reading the FY2021 Budget Ordinance.

Mr. Wilson stated that this is the FY2021 Budget approved by the Board of Commissioners on first reading at their Extraordinary Session on June 16th. The Budget does not include a tax increase. All of the public hearings have been held and there were no comments at the public hearings and this is the second and final reading. The budget will go into effect at 12:01 a.m. on July 1, 2020.

Chairman Flowers-Taylor stated that she would like to know next year when the County takes over the City pool and the remainder of City Park, how will we get that money? Will that money come out of Fund Balance or is that something we need to make an adjustment for?

Mr. Wilson stated that depending on which fiscal year Chairperson Flowers-Taylor is talking about. If you are talking about FY2021 which begins July 1,

it would have to come out of Fund Balance. If you are talking about FY2022 then we can program it into next year's budget which begins July 1, 2021.

Commissioner Miller stated that if we are going to take over the City pool then we need to work out a way to cut taxes. You are always reading about the City of Griffin cutting taxes.

Mr. Wilson stated that the City has not actually cut taxes, they are utilizing what is know as the roll back millage rate and the County Commissioners have chosen to not use the roll back millage rate. So, what happens is if the value of your home stays the same, if we keep the millage rate the same, the tax bill stays the same. But if your home has increased or decreased in value, it will go up or go down which happens if we adopt the roll back millage rate, but the Commissioners have chosen to not adopt the roll back millage rate. It is not really a tax increase, and there is action in the legislature to change the wording so if you do not use the roll back millage rate it would not be considered a tax increase.

Chairperson Flowers-Taylor stated that she totally hears what Commissioner Miller is saying, she lives in the City and the millage rate is 7 or 8 mils and they like to say they haven't increased taxes in 20 years, but she can assure you that the creation of the stormwater plan, the sewer costs and the water costs have gone up over the last 10 years, every year. The County's only revenue stream is property taxes, we don't have the luxury of drawing money from electric and water and cable. So, for the people who live in her district and live in really poor housing, they pay lots of money for utilities and the houses are substandard. If you have 12 of them in one block you have that part of the community paying the bulk of that bill. So, it doesn't hurt the taxpayers for them to not raise the millage rate because everybody's utilities are going up.

Commissioner Miller stated there is a lot of houses being built in Spalding County which is more tax money coming in and at some point he feels there should be a decrease in the millage rate. We need to show the people who are living here that we appreciate them living in Spalding County and give them a tax break.

Mr. Wilson asked that Commissioner Miller remember that over 64% of the tax bill is not controlled by Spalding County, it is controlled by the Board of Education.

Chairperson Flowers-Taylor then asked how much of the tax bill was the County's?

Mr. Wilson stated that 64% of the tax bill is the Board of education, 36% of the tax bill is unincorporated Spalding County and it is approximately 30% for those in the City of Griffin.

Commissioner Johnson stated that she is thankful that we are approaching the budget this evening with no millage rate or tax increase. She thanked the staff for that.

**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
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- 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
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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
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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
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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
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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
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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
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- 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
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TOTAL EXPENDITURES	\$ 700,000
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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
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- 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
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TOTAL EXPENDITURES	\$2,574,900
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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
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- 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
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TOTAL EXPENDITURES	\$ 7,176,367
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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
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- 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
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TOTAL EXPENDITURES	\$ 342,000
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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

Motion/Second by Johnson/Miller to approve on second reading the FY2021 Budget Ordinance. Motion carried unanimously by all.

V. ADJOURNMENT

Motion/Second by Johnson/Miller to adjourn the meeting at 5:58 p.m. Motion carried unanimously by all.

/s/ _____
Gwen Flowers-Taylor, Chairperson

/s/ _____
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, June 25, 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. and Assistant County Manager, Michelle Irizarry, who recorded the minutes, Zoning Attorney, Newton Galloway and Community Development Director, Debbie Bell.

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

PLEASE SILENCE YOUR CELL PHONES AND ALL OTHER ELECTRONIC DEVICES.

II. INVOCATION

Chairperson Flowers-Taylor, District #1 delivered the Invocation.

III. PLEDGE TO FLAG

Commissioner Bart Miller, District #4, 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. **Amendment to UDO #A-20-04:** Article 2. Definitions of Terms Used – Section 202:DD’ – add definition of Event Center, rural; Article 5. AR-1 – Section 503:B – add Event Center, rural as special exception and Section 503:D – add Event Center, rural as accessory use; Article 6A. A-T – Section 603A:C – add Event Center, rural as accessory use.

Debbie Bell, Community Development Director, stated there has been considerable interest from individuals regarding event centers and venues for weddings and meetings, so this definition was added as a principle use with Special Exception under AR-1 or as an accessory use in AR-1 with Special Exception and also as an accessory use with Special Exception in Agricultural Tourism District.

The Planning Commission recommended approval of the amendment with language that has been added regarding restrictions on outdoor lighting to make sure the lighting did not escape the property. We have specified downcast fixtures and house side shields on the lighting where necessary.

Newton Galloway, Zoning Attorney, then advised the Board that the other applications that have come before the Board have been as Home Occupations. So, rather than treating them as a Home Occupation, we felt it would be better to set guidelines for event centers. If there is not a home at the location, have it as a principle use, with special exception approval. If there is a home there, then have this approve as an accessory use rather than a home occupation and put guidelines and restrictions on the operations.

Chairperson Flowers-Taylor then asked what is the difference in the

property having this as an accessory use, if it is still on their property how is that different from a Home Occupation?

Mr. Galloway stated that this would place specific criteria in the code for this type of operation, if this is approved. The accessory use for those who live on a piece of property that is big enough to host events and their house would remain the principle use for the property and then the accessory use would be their event facility, but they still retain their home there.

Commissioner Johnson asked if this would be a separate structure?

Mr. Galloway advised that all the requests that have come before the Board have been for an additional structure. They may be building a barn, a pole barn and converting it or there was some type of structure there.

Mr. Galloway then stated that the definition as stated in this Amendment along with the criteria listed dealing with how big the lot has to be and it has to be on a paved road so you don't have excessive amounts of traffic on a dirt road. A maximum event size, parking and outdoor lighting, noise, sanitary facilities and a site plan. He then advised that this was prompted by the number of inquiries received from people who had 10-20 acres of land and decided they wanted to have a home occupation to do these events. So, we looked at the requests, made the decision to define the use, limit it to certain zoning districts and limit it by development criteria.

Commissioner Johnson stated that she can appreciate the steps we are taking to put some restrictions on these types of events, but if she is a neighbor it is kind of rough.

Ms. Bell stated that having these types of development criteria will help to ensure that only people who are serious about providing a truly nice venue will pursue it. Where without the criteria, it is very wide open to whatever someone wanted to do in terms of an event center.

Commissioner Miller then asked if there was a set number of acres for this?

Mr. Galloway advised it would be a minimum of 10 acres; however, the Board can change that to a larger tract. Mr. Galloway stated that the Board could determine if there is sufficient area to accommodate this type of use on an individual basis. That is why we put it as a special exception so that the Board could, on a case by case basis, determine whether it would be an appropriate use at that tract.

Motion/Second by Miller/Flowers-Taylor to change the Amendment to UDO#A-20-04: Article 2. Definitions of Terms Used – Section 202:DD' – add definition of Event Center, rural; Article 5. AR-1 – Section 503:B – add Event Center, rural as special exception and Section 503:D – add Event Center, rural as accessory use; Article 6A. A-T – Section 603A:C – add Event Center, rural as accessory provide for a minimum lot size of 25 acres. Motion carried 3-1 (Johnson).

IN RE:

Text Amendment #A-20-04

AMENDMENT TO THE ZONING ORDINANCE OF SPALDING COUNTY

RESOLUTION AMENDING
THE ZONING ORDINANCE OF SPALDING COUNTY, GEORGIA

WHEREAS, the Board of Commissioners of Spalding County, Georgia under the Constitution and Laws of the State of Georgia is empowered by virtue of its police power to regulate the health, safety and

welfare of the citizens of Spalding County to provide for and enact zoning and developmental regulations;

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

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

WHEREAS, such text amendments to the Zoning Ordinance of Spalding County were reviewed by the Spalding County Planning Commission, and a hearing on the text amendments to the Zoning Ordinance of Spalding County was conducted by the Board of Commissioners of Spalding County, Georgia on June 25, 2020 pursuant to O.C.G.A. § 33-66-1, et. seq. in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia;

WHEREAS, the Board of Commissioners of Spalding County, Georgia considered the proposed amendment, any and all alternate proposals or amendments, the report of the Spalding County Planning Commission and all data and evidence taken at the public hearing; and

WHEREAS, it is deemed by the Board of Commissioners of Spalding County, Georgia that an amendment to the Zoning Ordinance of Spalding County, Georgia is in conformance with the Spalding County Comprehensive Plan and sound comprehensive planning principles and of substantial benefit to the public and in the promotion of the best interests and general welfare of the people;

NOW THEREFORE, IT SHALL BE AND IS HEREBY RESOLVED by the Board of Commissioners of Spalding County, Georgia, that the Zoning Ordinance of Spalding County, Georgia shall be and is hereby amended as follows:

Section 1: The following provision shall be added to the Zoning Ordinance of Spalding County, Article 2, "Definitions of Terms Used," to appear as Section 202(DD'):

Section 202: General Definitions

(DD') *Event Center, rural:* a venue typically located in a rural setting, with or without permanent structures, at which private social events not open to the general public are conducted, including but not limited to, dances, meetings, parties, picnics, receptions, retreats, reunions, weddings, wedding rehearsals, wedding parties, or similar events, with or without live entertainment, where food and drink may be consumed on premises but which provides no overnight accommodations.

Section 2: The following provision shall be added to the Zoning Ordinance of Spalding County, Article 5, "AR-1 Agricultural and Residential," to appear as Section 503(B)(24):

Section 503: Permitted Uses.

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

24. Event Center, rural, meeting the following development standards:

- a. Minimum lot size: 25 acres
- b. Must be located on a public, paved road
- c. Maximum event size: 200 guests
- d. Setbacks: All structures (permanent or temporary) and all outdoor activities must be located 200 feet from any exterior property boundary
- e. Hours of operation: No events may be conducted between 11:00 p.m. and 8:00 a.m.
- f. Parking: Parking facilities shall be provided as required in Appendix G, Standards for Off-Street Parking and Service Facilities, with all parking areas paved according to county standards and requirements;
- g. Outdoor Lighting: All lighting structures or facilities must have a minimum setback of fifty (50) feet from each property line and have full-cutoff fixtures with property

line shields to prevent impact to adjoining properties;

- h. Noise: Noise shall be regulated by Part IX – Offenses, Chapter 4. – Noise Abatement and Control.
- i. Sanitary facilities: as required by the Spalding County Health Department
- j. Submission of a site plan indicating the location of permanent and temporary structures and outdoor activities, which shall include a traffic control plan for the ingress and egress of emergency vehicles and the orderly and safe arrival and departure of all vehicles which shall be made a condition of approval.

Section 3: The following provision shall be added to the Zoning Ordinance of Spalding County, Article 5, "AR-1 Agricultural and Residential," to appear as Section 503(D)(6):

Section 503: Permitted Uses.

D. The following accessory uses are permitted as special exceptions in AR-1 districts:

6. Home occupation, Event Center, rural, meeting the following development standards:

- a. Minimum lot size: 25 acres
- b. Must be located on a public, paved road
- c. Maximum event size: 200 guests
- d. Setbacks: All structures (permanent or temporary) and all outdoor activities must be located 200 feet from any exterior property boundary
- e. Hours of operation: No events may be conducted between 11:00 p.m. and 8:00 a.m.
- f. Parking: Parking facilities shall be provided as required in Appendix G, Standards for Off-Street Parking and Service Facilities, with all parking areas paved according to county standards and requirements;
- g. Outdoor Lighting: All lighting structures or facilities must have a minimum setback of fifty (50) feet from each property line and have full-cutoff fixtures with property line shields to prevent impact to adjoining properties;
- h. Noise: Noise shall be regulated by Part IX – Offenses, Chapter 4. – Noise Abatement and Control.
- i. Sanitary facilities: as required by the Spalding County Health Department
- j. Submission of a site plan indicating the location of permanent and temporary structures and outdoor activities, which shall include a traffic control plan for the ingress and egress of emergency vehicles and the orderly and safe arrival and departure of all vehicles which shall be made a condition of approval.

Section 4: The following provision shall be added to the Zoning Ordinance of Spalding County, Article 6A, "A-T Agriculture Tourism District," to appear as Section 603A(C)(6'):

Section 603A: Permitted Uses.

C. The following accessory uses are permitted as special exceptions in A-T districts:

6'. Event Center, rural, meeting the following development standards:

- a. Minimum lot size: 25 acres
- b. Must be located on a public, paved road
- c. Maximum event size: 200 guests

- d. Setbacks: All structures (permanent or temporary) and all outdoor activities must be located 200 feet from any exterior property boundary
- e. Hours of operation: No events may be conducted between 11:00 p.m. and 8:00 a.m.
- f. Parking: Parking facilities shall be provided as required in Appendix G, Standards for Off-Street Parking and Service Facilities, with all parking areas paved according to county standards and requirements;
- g. Outdoor Lighting: All lighting structures or facilities must have a minimum setback of fifty (50) feet from each property line and have full-cutoff fixtures with property line shields to prevent impact to adjoining properties;
- h. Noise: Noise shall be regulated by Part IX – Offenses, Chapter 4. – Noise Abatement and Control.
- i. Sanitary facilities: as required by the Spalding County Health Department
- j. Submission of a site plan indicating the location of permanent and temporary structures and outdoor activities, which shall include a traffic control plan for the ingress and egress of emergency vehicles and the orderly and safe arrival and departure of all vehicles which shall be made a condition of approval.

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

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

Motion/Second by Dutton/Johnson to approve Amendment to UDO #A-20-04 with the changes as approved by the Board. Motion carried unanimously by all.

2. **Amendment to UDO #A-20-05:** Article 5. AR-1 Agricultural and Residential - Section 504:Z & Article 6. AR-2 Rural Reserve - Section 604:Y - delete private driveways.

Ms. Bell stated that the adoption of this Amendment would delete private driveways from AR-1 and AR-2 Zoning Districts, so there is no longer a development or land subdivision option to have lots subdivided off of a private driveway.

Mr. Wilson stated that you may recall he brought up Bethany Road and Bethany Drive and when that area was developed, the developer was allowed to cut a private driveway in that would service a number of lots. This will no longer allow that, as many of the people living on these types of roads, thought it was a County road to be maintained by the County.

Mr. Galloway stated that a developer could come in and request this type of development and would allow people to have larger tracts further off the road and everyone would cooperate regarding the upkeep of the private driveway. After the last Bethany Drive incident, they were notified they were on a private road. So, the County advised them of exactly what their status was and how they had been approved to the specific criteria and they would be responsible for the upkeep of the road. Having exercised that responsibility, we have chosen to delete that as a development option.

IN RE:

Text Amendment #A-20-05

AMENDMENT TO THE ZONING ORDINANCE OF SPALDING COUNTY

**RESOLUTION AMENDING
THE ZONING ORDINANCE OF SPALDING COUNTY, GEORGIA**

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

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

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

WHEREAS, such text amendments to the Zoning Ordinance of Spalding County were reviewed by the Spalding County Planning Commission, and a hearing on the text amendments to the Zoning Ordinance of Spalding County was conducted by the Board of Commissioners of Spalding County, Georgia on June 25, 2020 pursuant to O.C.G.A. § 33-66-1, et. seq. in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia;

WHEREAS, the Board of Commissioners of Spalding County, Georgia considered the proposed amendment, any and all alternate proposals or amendments, the report of the Spalding County Planning Commission and all data and evidence taken at the public hearing; and

WHEREAS, it is deemed by the Board of Commissioners of Spalding County, Georgia that an amendment to the Zoning Ordinance of Spalding County, Georgia and an amendment to the Official Zoning Map of Spalding County, Georgia is in conformance with the Spalding County Comprehensive Plan and sound comprehensive planning principles and of substantial benefit to the public and in the promotion of the best interests and general welfare of the people;

NOW THEREFORE, IT SHALL BE AND IS HEREBY RESOLVED by the Board of Commissioners of Spalding County, Georgia, that the Zoning Ordinance of Spalding County, Georgia shall be and is hereby amended as follows:

Section 1. The following provision shall be deleted from Article 5, Agricultural and Residential District, Section 504 “Development Standards for AR-1 Districts:” Section 504(Z) Development on Private driveways and it shall be designated as “Reserved.”

Section 2. The following provision shall be deleted from Article 6, Rural Reserve District, Section 604 “Development Standards for AR-2 Districts:” Section 604(Y) “Development on Private Driveways” and it shall be designated as “Reserved.”

Section 3. The foregoing amendments to the Zoning Ordinance of Spalding County shall become effective immediately upon adoption of this resolution.

Section 4. All Ordinances or resolutions in conflict herewith shall be and are hereby, repealed.

Motion/Second by Dutton/Miller to approve Amendment to UDO #A-20-05: Article 5. AR-1 Agricultural and Residential - Section 504:Z & Article 6. AR-2 Rural Reserve - Section 604:Y - delete private driveways. Motion carried unanimously by all.

3. Consider a resolution to extend moratorium for approval of Group Home, Transitional and/or Personal Care Home within Spalding County, Georgia previously approved by Board of Commissioners on March 26, 2020 for 90 days.

Mr. Galloway stated that this is a 60-day extension of a moratorium that the Board implemented in March of this year. The sole reason for this is we are having significant difficulty in trying to identify where the traditional local personal care home regulation has landed after the State deleted the definitions. We are still of the belief that our regulations regarding personal care homes should mirror those of the State. We are perplexed as to why we have been unable to find which agency has taken responsibility for the licensing of those facilities and contact during the COVID outbreak has simply made people more inaccessible.

Mr. Galloway then stated they hope to have an Ordinance prepared so that Ms. Bell and Ms. McDaniel can notice this for the Planning and Zoning by July and it can come to the Board at your August meeting with definitions. He then advised that if they find out the State has decided it's not licensing the personal care homes, then we will bring that back to the Board and leave it up to the Board to give us direction on how to deal with this.

Mr. Galloway stated there is a provision for Personal Care Homes that provide medical care; however, that facility has to be occupied by a minimum of 25 residents, but at the same time the facilities that our regulations were intending to address are the small houses where people are allowing folks to come in who are essentially in an assisted living facility where they provide daily assistance, but they are not providing medical care.

Mr. Galloway stated that what the county has done in the past is piggy backed off of the State definitions, so that our regulations were comparable and consistent with the State. Mr. Galloway stated that they have been trying to contact a number of state agencies regarding this. At this time, no one can identify where the regulation of the care homes that we are trying to define went.

Motion/Second by Dutton/Johnson to extend the moratorium for approval of Group Home, Transitional and/or Personal Care Home within Spalding County, Georgia previously approved by Board of Commissioners on March 26, 2020 for 60 days.

RESOLUTION TO EXTEND A MORATORIUM ON THE ACCEPTANCE OF AN APPLICATION FOR APPROVAL OF A GROUP HOME, TRANSITIONAL AND/OR A PERSONAL CARE HOME WITHIN SPALDING COUNTY

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

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

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

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

WHEREAS, the Board of Commissioners has reviewed definitions of land uses in the current Zoning Ordinance which define congregate residential dwellings, specifically the definition of “Group Home, transitional” and “Personal Care Home” and determined that such terms are no longer defined under Georgia Rules and Regulations, Chapter 290-5-35;

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

WHEREAS, the Board of Commissioners desires to briefly control and prohibit the development of such uses until such time as these zoning issues can be addressed;

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

Section 1: Enactment of a Moratorium on the Rezoning or Special Exception Approval. The Board of Commissioners of Spalding County, Georgia hereby enacts and directs any and all applicable personnel and agencies of Spalding County, Georgia to enforce a moratorium on receipt, acceptance, consideration and approval of any application seeking the rezoning of property or the approval of a Special Exception to allow a “Group Home, transitional” as defined in Article II, Section 202(KK”) and/or a Personal Care Home as defined in Article II, Section 202(BBB).

Section 2: Enactment of Permit and License Moratorium. The Board of Commissioners of Spalding County hereby enacts and directs any and all applicable agencies of Spalding County to enforce a moratorium on issuance of any new permits or licenses for a “Group Home, transitional” as defined in Article II, Section 202(KK”) and/or a Personal Care Home as defined in Article II, Section 202(BBB).

Section 3: Enactment of Construction Plan Moratorium. The Board of Commissioners of Spalding County hereby enacts and directs any and all applicable agencies of Spalding County to enforce a moratorium on acceptance and approval of any construction plans for a “Group Home, transitional” as defined in Article II, Section 202(KK”) and/or a Personal Care Home as defined in Article II, Section 202(BBB).

Section 4: Duration. The moratorium period, es extended, shall commence on Friday, March 27, 2020 at 12:00 a.m. and shall terminate on Friday, October 23, 2020 at 11:59 p.m., unless further extended by the Board of Commissioners of Spalding County.

Section 5: Impact on Other Development Ordinances. The provisions of this resolution shall not restrict or prohibit any other development of any real property except that specifically stated herein.

Motion/Second by Dutton/Johnson to amend the motion to extend the moratorium for approval of Group Home, Transitional and/or Personal Care Home within Spalding County, Georgia previously approved by Board of Commissioners on March 26, 2020 from 60 to 120 days. Motion carried unanimously by all.

VI. Other Business

Mr. Wilson then advised that Chairman Flowers-Taylor had talked earlier this week about the July 6th meeting.

Chairperson Flowers-Taylor then stated that the July 6th meeting is the Monday after the 4th of July and traditionally this meeting has been cancelled. She then stated that she would not be in town on that Monday and asked the Board if they would like to cancel the July 6th Regular Meeting.

Motion/Second by Johnson/Miller to cancel the Regular Meeting on July 6th, 2020 with the next meeting being on July 20th, 2020. Motion carried unanimously by all.

VII. Closed Meeting – None.

VIII. Adjournment

Motion/Second by Dutton/Miller to adjourn the meeting at 6:37 p.m. Motion carried unanimously by all.

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



SPALDING COUNTY BOARD OF COMMISSIONERS 2020 New Alcohol License Applicant-Retail Sale of Beer and Wine

Requesting Agency

Office of Community Development

Requested Action

Consider approval of New 2020 Alcohol License for retail sale of beer and wine for

- Jay Mahakali 1080, Inc. dba Valero Food Mart, 2995 N Expressway, Griffin, GA 30223-Ruchitkumar J Patel, Owner

Requirement for Board Action

Pursuant to Spalding County Code of Ordinances, all alcohol license renewals must be approved by the Board of Commissioners.

Is this Item Goal Related?

No

Summary and Background

Applications for the 2020 New Alcohol Licenses have been received in the Community Development Office. All criteria has been met for issuance.

Fiscal Impact / Funding Source

Fees collected :

- Jay Mahakali 1080, Inc. dba Valero Food Mart \$1150.00

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> County Manager's Rec to BOC	6/12/2020	Backup Material



BOARD OF COMMISSIONERS

Gwen Flowers-Taylor, CHAIRMAN
James R. Dutton, VICE CHAIRMAN
Donald F. Hawbaker
Rita C. Johnson
Bart Miller

COUNTY MANAGER
William P. Wilson, Jr.

ASSISTANT COUNTY MANAGER
Michelle Irizarry

COUNTY ATTORNEY
James R. Fortune, Jr.

MEMORANDUM

TO: Spalding County Board of Commissioners
FROM: William P. Wilson, Jr., County Manager
DATE: June 12, 2020
RE: 2020 New License - Retail Sales – Beer and Wine

I am requesting your consideration for approval of the 2020 New Alcoholic Beverage License for Retail Sales of Beer and Wine for the following (all criteria has been met for renewal of license):

- Ruchitkumar J. Patel-Jay Mahakali 1080, Inc dba Valero Food Mart located at 2995 N. Expressway, Griffin, Ga 30223. No Violations.

The application packet is available in the Community Development Office for review should you have any questions. Your assistance in the above request is greatly appreciated.

WPWjr/clt



SPALDING COUNTY BOARD OF COMMISSIONERS

Amplification Permit Request - 1650 N. Walkers Mill Road

Requesting Agency

County Clerk

Requested Action

Consider approval of an amplification permit request from Mr. Humberto Colon to hold his 50th Birthday Party at his property located at 1650 N. Walkers Mill Road.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Community Development would like to address the Board prior to discussion regarding this request.

The Sheriff's Office has no problem with this request as long as the concerns of Community Development have been addressed.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

If Mr. Colon has secured the necessary permits as required by the Community Development Department staff recommends approval. Mr. Colon has constructed many additions to his barn that were not permitted. Debbie Bell is present to address the Board.

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Amplification Permit Request	7/8/2020	Backup Material
<input type="checkbox"/> Code Violations Letter	7/14/2020	Backup Material
<input type="checkbox"/> Building Permit	7/14/2020	Backup Material

25⁰⁰
FEES PAID
Rec # 026371



07-02-20
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: Humberto Colin SIGNATURE: [Signature]

NAME OF ORGANIZATION RESPONSIBLE FOR EVENT: _____

Humberto Colin

PHONE NUMBER: 678-789-0971

ADDRESS OF RESPONSIBLE ORGANIZATION: 113 Ashby Dr. Jackson GA.

TYPE OF EVENT (DESCRIBE): birthday

EVENT ADDRESS/LOCATION: 1650 N. Walkers Mill rd. Griffin GA.

DATE AND TIME OF EVENT: (beginning hour and ending hour): 07-25-20
5PM - 11PM

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.

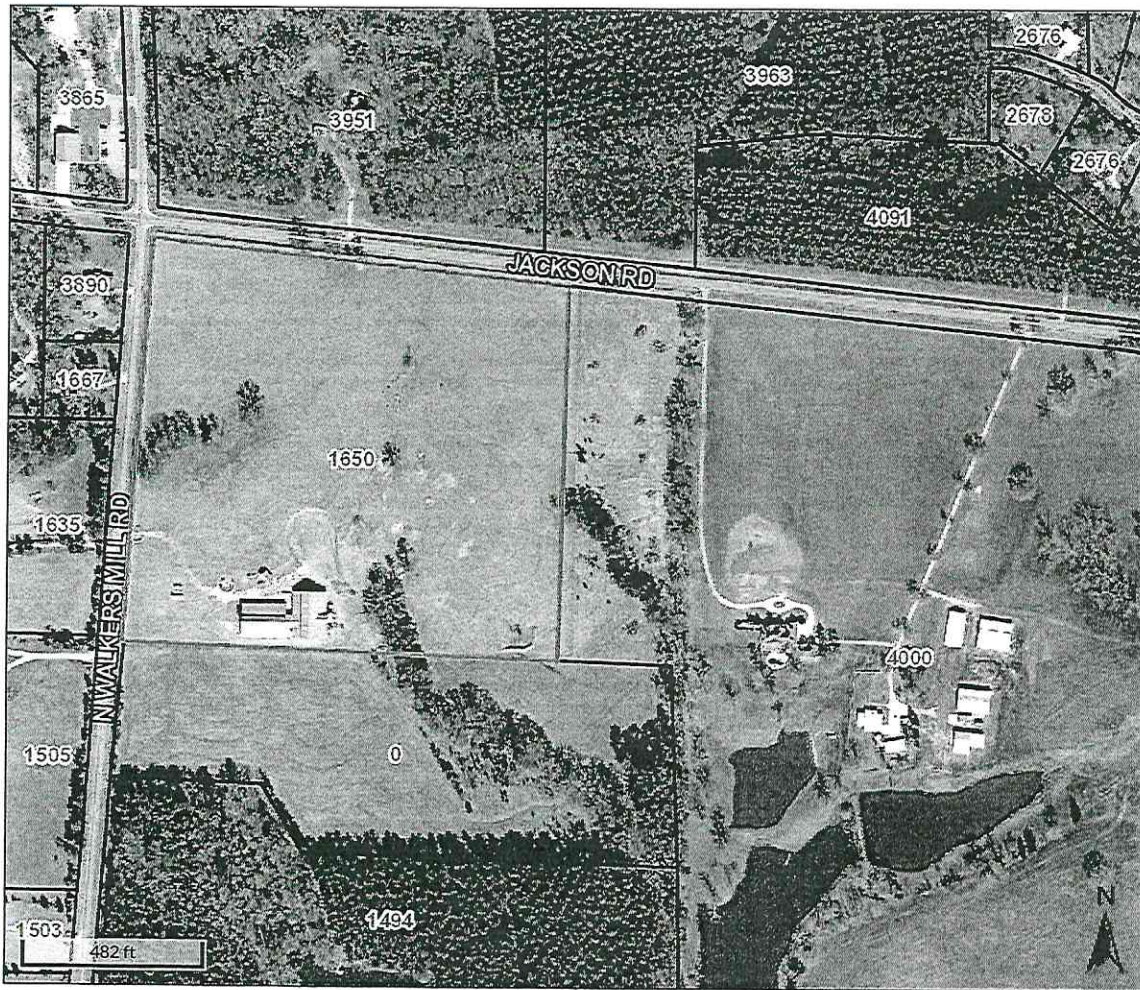
[Signature]
APPLICANT

7/2/20
DATE

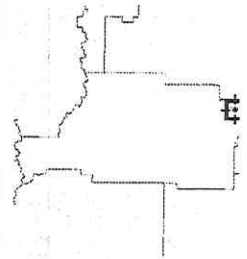
(YES) (NO) COMMUNITY DEVELOPMENT

DATE

REMARKS: _____



Overview



Legend

-  Parcels
-  Roads

Parcel ID	210 01004	Owner	COLIN HUMBERTO	Last 2 Sales			
Class Code	Consv Use		2879 HAMPTON LOCUST GROVE RD	Date	Price	Reason	Qual
Taxing District	SPALDING COUNTY		LOCUST GROVE GA 30248	1/10/2014	\$122544	LM	Q
	SPALDING COUNTY	Physical Address	1650 N WALKERS MILL RD	12/15/2003	0	GF	U
Acres	25.53	Assessed Value	Value \$605661				
		Land Value	Value \$110061				

(Note: Not to be used on legal documents)

Date created: 7/2/2020
Last Data Uploaded: 7/2/2020 7:00:57 AM

Developed by  **Schneider**
GEOSPATIAL



COMMUNITY DEVELOPMENT
Deborah L. Bell, Director

CERTIFIED MAIL

July 1, 2020

Humberto Colin
113 Ashby Drive
Jackson, GA 30233

**RE: Property located at 1650 North Walkers Mill, Parcel #210-01004
Code Violations**

Dear Mr. Colin:

Thank you for meeting with our Building Inspector regarding the building permit issues at the property at 1650 N. Walkers Mill Road. Permit #29443, issued January 26, 2016, never received any inspections or a final Certificate of Occupancy; this permit is expired. Additional issues noted include unpermitted work to enclose the arena, unpermitted plumbing and electrical work, an unpermitted deck, and unpermitted living quarters. The primary use of this property is agricultural, which is the large barn. The residential apartment is not allowed as an accessory use.

Per Appendix IV, Article 4., Sec. 408., of the Spalding County Unified Development Ordinance, building permits and associated inspections and approvals are required for all building construction. You need to obtain a new permit for this structure, including the unpermitted work. There is also an unpermitted covered walkway that requires a permit.

Please contact my office and obtain the required permits. Failure to do so will result in the progression of this matter to involve code enforcement citations, appearance before Magistrate Court and the imposition of fines. You have 15 calendar days to remedy the problem before the case is escalated.

Should you have any questions, please do not hesitate to contact me at the number found below.

Sincerely,

A handwritten signature in blue ink that reads "Deborah L. Bell".

Deborah L. Bell, Director
Community Development

Cc: William Wilson, County Manager
Michelle Irizarry, Assistant County Manager
Brett Hanes, Building Official

Work Order #53839

**Building Permit:**

BLDG-07-20-000709

Property Owner**Applicant****Name:** Humberto Colin**Name:** Humberto Colin**Address:** 1650 N Walker Mill Rd, Griffin,
Ga 30223**Street:** 113 Ashby Dr, Jackson, Ga
30233**Building Permit Issued to:**

Make Addition

Accessory

City: McDonough**State:** Georgia **Zip:** 30253**Phone:** 678-936-7957

This Building Permit is issued pursuant to application filed in the Office of Community Development, Spalding County, Georgia, and in accordance with the Spalding County Zoning and Building Codes. If work has not begun within six (6) months, or if the work or development authorized by this permit is suspended or abandoned for a period of six (6) months after it is commenced, this permit shall be null and void.

The issuance of this permit authorizes improvements of the real property designated herein which improvements may subject such property to mechanics' and material men's liens pursuant to Part 3 of Article 8 of Chapter 44 of the Official Code of Georgia Annotated. In order to protect any interest in such property and to avoid encumbrances thereon, the owner or any person with an interest in such property should consider contacting an attorney or purchasing a consumer's guide to the lien which laws which maybe available to building supply home enters.

Building Official: J. Brett Hanes**Additional Comments:**2018 International Residential Code w/
2020 Ga amendments2018 International Building Code w/ 2020
Ga amendments



SPALDING COUNTY BOARD OF COMMISSIONERS SCP Pod 7 Final Plat

Requesting Agency

Office of Community Development

Requested Action

Consider approval of final plat for Sun City Peachtree Subdivision - Pod 7.

Requirement for Board Action

Appendix A. Section 408.

Is this Item Goal Related?

No

Summary and Background

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

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

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


ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> DBell memo BOC met requirements	7/13/2020	Backup Material
<input type="checkbox"/> Pod 7 Final Plat	7/13/2020	Backup Material



Memorandum

TO: William P. Wilson, Jr.
County Manager

FROM: Deborah L. Bell, Director 
Community Development

DATE: July 13, 2020

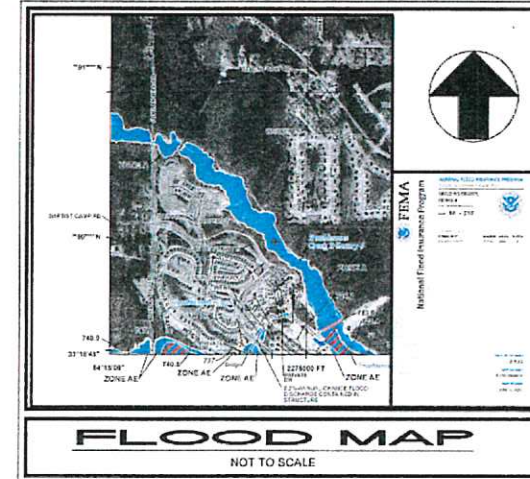
SUBJECT: Sun City Peachtree Subdivision – Pod 7

Please note that the applicant has met all requirements for final plat approval for Sun City Peachtree Subdivision – Pod 7, and all departments and agencies have approved the plat as well as physical improvements on site.

DLB/clm

FINAL PLAT
SUN CITY PEACHTREE
POD 7

F.K.A. SPRING LAKE
LAND LOT 184 - 3RD DISTRICT
SPALDING COUNTY, GEORGIA



THIS BOX RESERVED FOR
THE CLERK OF THE
SUPERIOR COURT

**PULTE HOMES
OWNER'S CERTIFICATE**

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

OWNER(S) (Signature of Property Owner) *John K. Merder*
DATE: *4/29/2020*

COMMISSION CERTIFICATE

I HEREBY CERTIFY THAT THIS FINAL PLAT WAS APPROVED BY THE SPALDING COUNTY BOARD OF COMMISSIONERS ON DATE: *4/29/2020*, AND THAT THE REQUIRED IMPROVEMENTS HAVE BEEN CONSTRUCTED AND INSTALLED IN ACCORDANCE WITH THE APPROVED CONSTRUCTION PLAN OR THAT SATISFACTORY SURETY HAS BEEN FILED IN A FORM AND AMOUNT AS PRESCRIBED BY THIS ORDINANCE.

CHAIRMAN
SPALDING COUNTY
BOARD OF COMMISSIONERS

ENGINEER'S CERTIFICATE

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

JOHN K. MERDER, P.E. NO. 25942
DATE: *6/25/2020*
FOR THE FIRM TRAVIS PRUITT & ASSOCIATES, INC.

BOUNDARY NOTE:

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

DATUM:

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

FLOOD HAZARD NOTE:

A PORTION OF THIS PROPERTY DOES LIE WITHIN A 100 YEAR FLOOD HAZARD ZONE "A" AS DEFINED BY THE F.E.M.A. FLOOD INSURANCE RATE MAP OF SPALDING COUNTY, GEORGIA, COMMUNITY PANEL NUMBER 13255C0080E, DATED JUNE 7, 2017.

WETLAND NOTE:

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

FLOOD STUDY NOTE:

"FLOOD STUDY FOR SUN CITY PEACHTREE" PREPARED BY TRAVIS PRUITT AND ASSOCIATES, INC., DATED JULY 17, 2019.

SURVEYOR'S CERTIFICATE

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

TRAVIS N. PRUITT, JR., PLS NO. 2809
DATE: *6/25/2020*
FOR THE FIRM TRAVIS PRUITT & ASSOCIATES, INC.

DEVELOPMENT DATA

SITE AREA:
POD 7:
TOTAL AREA: 15.13 ACRES
LOTS: 7.222 ACRES
OPEN SPACE: 6.793 ACRES
RIGHT OF WAY: 1.559 ACRES
ZONING: AAR

BUILDING SETBACK LOT REQUIREMENTS:
5' MINIMUM FRONT YARD PER COUNTY (DEVELOPER USING 20 FT.)
10' MINIMUM SIDE YARD BETWEEN STRUCTURES PER COUNTY (DEVELOPER USING 5 FT. FROM EACH SIDE)
20' MINIMUM SIDE CORNER
20' MINIMUM REAR YARD

LOT SUMMARY:
TOTAL SITE: 39 SINGLE FAMILY RESIDENTIAL LOTS
LOT DENSITY: 2.58 LOTS PER ACRE
MINIMUM LOT WIDTH = 40 FEET
MINIMUM LOT FRONTAGE ON CUL-DE-SAC = 35 FT.

TOTAL LENGTH OF ROADS:
TOTAL LENGTH OF ROADS IN THIS PHASE = 1,110 L.F.
TOTAL LENGTH OF LITTLE GEM COURT = 1,110 L.F.



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

Emergency contact: Tim Peff
Ph: 770-616-2906

SHEET INDEX

SHEET No.	DESCRIPTION
1	COVER
2-3	NOTES
4	OVERALL
5-7	FINAL PLAT
8	POND AS-BUILTS

SURVEYOR CERTIFICATION

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

TRAVIS N. PRUITT, JR., GA PLS NO. 2809
DATE: *6/25/2020*

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

REVISIONS



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

Contact Person: JOHN MERDER
Certificate of Authorization Number 613



For The Firm
Travis Pruitt & Associates, Inc.



Cover
SUN CITY PEACHTREE
POD 7

LAND LOT 184, 3RD DISTRICT, SPALDING COUNTY, GEORGIA

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

DATE: 4-3-2020
SCALE: N/A
LSV: COVER
CN: 170300 FP Pod 7
JN: 1-17-0300
FN: 116-C-3083
SHEET 1 OF 8

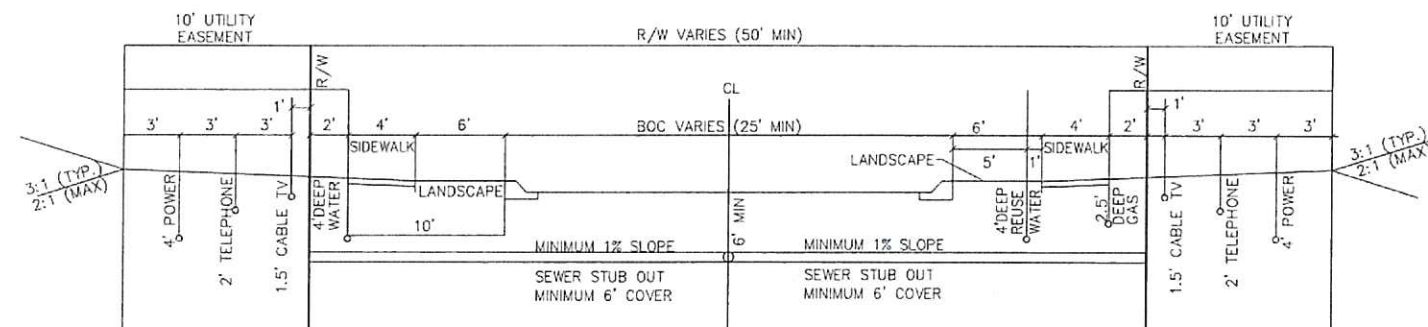
GENERAL NOTES

- LAND USE: SINGLE FAMILY RESIDENTIAL
- ALL ELEVATIONS ARE REFERENCED TO MEAN SEA LEVEL DATUM.
- THIS PROJECT IS SERVED BY THE FOLLOWING UTILITIES:
WATER - SPALDING COUNTY WATER AND SEWERAGE AUTHORITY
SEWER - COMMUNITY SERVICES, LLP
GAS - ATLANTA GAS LIGHT COMPANY
ELECTRICITY - CENTRAL GEORGIA EMC
TELEPHONE - AT&T
CABLE - COMCAST
- ALL UTILITIES ARE UNDERGROUND.
- STORM DRAINAGE SHALL EXTEND AT LEAST THIRTY (30) FEET BEYOND THE MINIMUM REQUIRED FRONT YARD SETBACK.
- AT THE TIME OF RECORDING, IRON PINS (1/2" REBAR), WERE SET AT THE REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
- ALL ROADS TO BE A 50' RIGHT-OF-WAY, EXCEPT OTHERWISE NOTED.
- ALL LOTS SHALL HAVE A 5' PRIVATE DRAINAGE EASEMENT ALONG THE SIDE AND REAR PROPERTY LINES FOR THE MAINTENANCE OF LOT DRAINAGE, UNLESS OTHERWISE SHOWN HEREON.
- ALL OPEN SPACE SHOWN ON THIS PLAN WILL BE DEDICATED TO DEL WEBB'S SUN CITY PEACHTREE HOMEOWNERS ASSOCIATION, INC.
- THIS SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED ON 11-06-2007, DEED BOOK 3179, PAGE 171.
- ALL SEWER LATERALS "WYED" INTO MAIN.
- ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
- ALL PIPE LENGTHS ARE SCALED LENGTHS FROM CENTER OF STRUCTURE.
- SANITARY SEWER TO BE GRAVITY FLOW.
- CLEAN OUTS TO BE MAINTAINED AT GRADE, AND ARE THE PROPERTY OWNER'S RESPONSIBILITY TO INSURE ACCESSIBILITY AT ALL TIMES.
- STREAM BUFFER EASEMENTS ARE TO REMAIN IN A NATURAL AND UNDISTURBED CONDITION.
- A 25-FOOT UNDISTURBED BUFFER SHALL BE MAINTAINED ADJACENT TO ALL STREAMS.
- BUILDING MUST BE ORIENTED TOWARD STREET.
- ALL DRAINAGE EASEMENTS OUTSIDE OF THE R/W ARE PRIVATE DRAINAGE EASEMENTS AND SHALL BE DEDICATED TO AND MAINTAINED BY DEL WEBB'S SUN CITY PEACHTREE HOMEOWNERS ASSOCIATION, INC. THIS SHALL INCLUDE ALL PIPE AND STRUCTURES LOCATED OUTSIDE THE R/W.
- NO VISIBLE EVIDENCE OF UNDERGROUND STORAGE TANKS, HAZARDOUS MATERIAL, OR WASTE DISPOSAL AREAS EXIST.
- THE FINISHED FLOOR ELEVATION OF ANY HOUSE MUST BE A MINIMUM OF FOUR (4) FEET ABOVE THE 100 YEAR FLOOD ELEVATION.
- FOR LOTS UPSTREAM OF CULVERT ROAD CROSSINGS, THE FINISHED FLOOR ELEVATIONS SHALL BE NO LESS THAN ONE (1) FOOT ABOVE THE LOW POINT IN THE ROAD.
- SPALDING COUNTY PERSONNEL AND/OR AGENTS AND COMMUNITY SERVICES, LLP PERSONNEL AND/OR AGENTS HAVE FREE AND TOTAL ACCESS TO AND ACROSS ALL PUBLIC EASEMENTS.
- STATE LAW PROHIBITS THE PRIVATE CONSTRUCTION, PLANTING OR OTHERWISE MAKING IMPROVEMENTS ON THE DEDICATED RIGHT-OF-WAY. RESPONSIBLE PARTY FOR REPAIR OF ANY DAMAGE TO SUCH IMPROVEMENTS, INCLUDING DECORATIVE STREET SIGNS AND PAVERS, SHALL BE THE DEL WEBB'S SUN CITY PEACHTREE HOMEOWNERS ASSOCIATION, INC.
- SPALDING COUNTY ASSUMES NO RESPONSIBILITY FOR THE OVERFLOW OR EROSION OF NATURAL OR ARTIFICIAL DRAINS BEYOND THE POINTS SHOWN ON THIS PLAN AND AS REQUIRED BY THE SPALDING COUNTY SUBDIVISION ORDINANCE.
- ALL COMMON AREAS, OPEN SPACE, AMENITIES, SIGN, FENCE AND LANDSCAPE MAINTENANCE EASEMENTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- FOR ALL LOTS SURFACE WATER MAY DRAIN ALONG SIDE LOT LINES AND REAR LOT LINES OF ADJACENT LOTS. NO OWNER OR RESIDENT MAY BLOCK, DIVERT OR OTHERWISE IMPEDE SURFACE WATER DRAINAGE WITHIN 5' OF A SIDE LOT LINE, WITHIN 10' OF A REAR LOT LINE OR WITHIN 20' OF A REAR LOT LINE THAT IS ALONG THE EXTERIOR BOUNDARY OF THE COMMUNITY.
- UNLESS OTHERWISE SPECIFIED, ALL DISTANCES AS SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET (39.37 INCHES = 1 METER).
- THERE ARE STATE WATERS WITHIN 200 FEET OF THE SITE.
- THE FIELD DATA UPON WHICH THIS SURVEY IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000 FEET, AN ANGULAR ERROR OF 5" PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. ANGULAR AND LINEAR MEASUREMENTS WERE MADE USING A TRIMBLE 5603 ROBOTIC TOTAL STATION. A PORTION OF THIS SURVEY WAS PERFORMED USING A TRIMBLE RS GPS RECEIVERS WITH NETWORK ADJUSTED REAL TIME KINEMATIC MEASUREMENTS REFERENCED TO THE EGS NETWORK. THE GPS SURVEY INCLUDED REDUNDANT MEASUREMENTS WITH POSITIONAL ACCURACY BETTER THAN 0.07'. THIS PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 120,075 FEET.

NOTE: ALL DRAINAGE EASEMENTS OUTSIDE OF THE R/W ARE PRIVATE DRAINAGE EASEMENTS AND SHALL BE DEDICATED TO AND MAINTAINED BY DEL WEBB'S SUN CITY PEACHTREE HOMEOWNERS ASSOCIATION, INC. THIS SHALL INCLUDE ALL PIPE AND STRUCTURES LOCATED OUTSIDE THE R/W.

CENTERLINE ROAD LINE AND CURVE TABLE

NUMBER	STREET	START STA.	END STA.	RADIUS	ARC	CHORD DIRECTION	CHORD LENGTH
CL100	Little Gem Court	14+49.86	16+48.77			S89°59'52"W	198.91'
CL101	Little Gem Court	16+48.77	20+59.73			S3°52'51"W	410.96'
CL102	Little Gem Court	20+59.73	21+93.99	800.00'	134.26'	S0°55'37"E	134.10'
CL103	Little Gem Court	21+93.99	25+60.14			S4°57'08"E	366.15'



NOTE: GOLF CART PATH NOT APPLICABLE TO 50' ROW SECTIONS

STANDARD R.O.W. & UTILITY STREET SECTION

NOT TO SCALE

TO BE USED
ON SIDE
STREETS

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

REVISIONS



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

Contact Person: JOHN MERDER
Certificate of Authorization Number 613



For The Firm
Travis Pruitt & Associates, Inc.



Notes

SUN CITY PEACHTREE

POD 7

LAND LOT 184, 3RD DISTRICT, SPALDING COUNTY, GEORGIA

DATE: 4-3-2020

SCALE: N/A

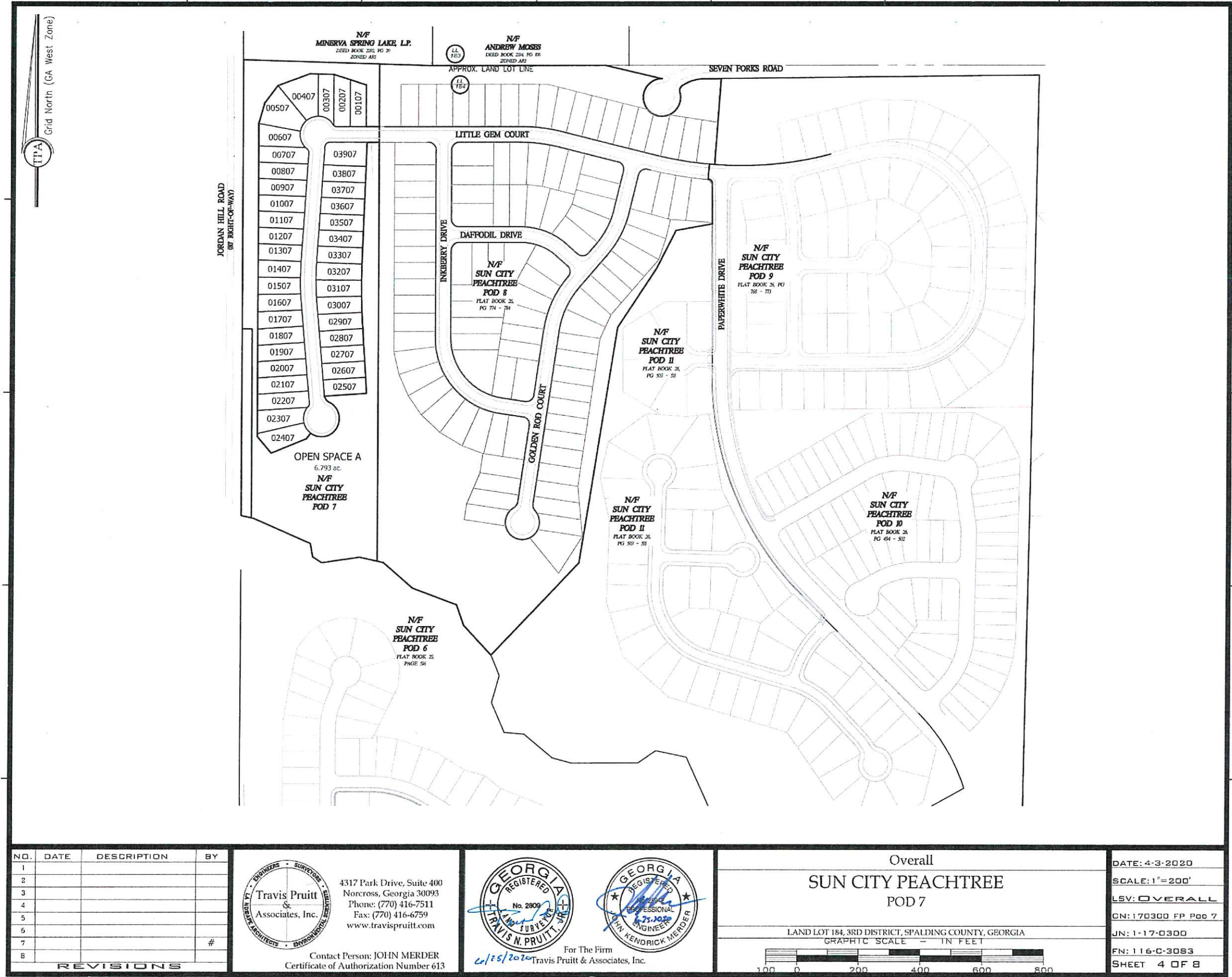
LSV: NOTES

CN: 170300 FP Pod 7

JN: 1-17-0300

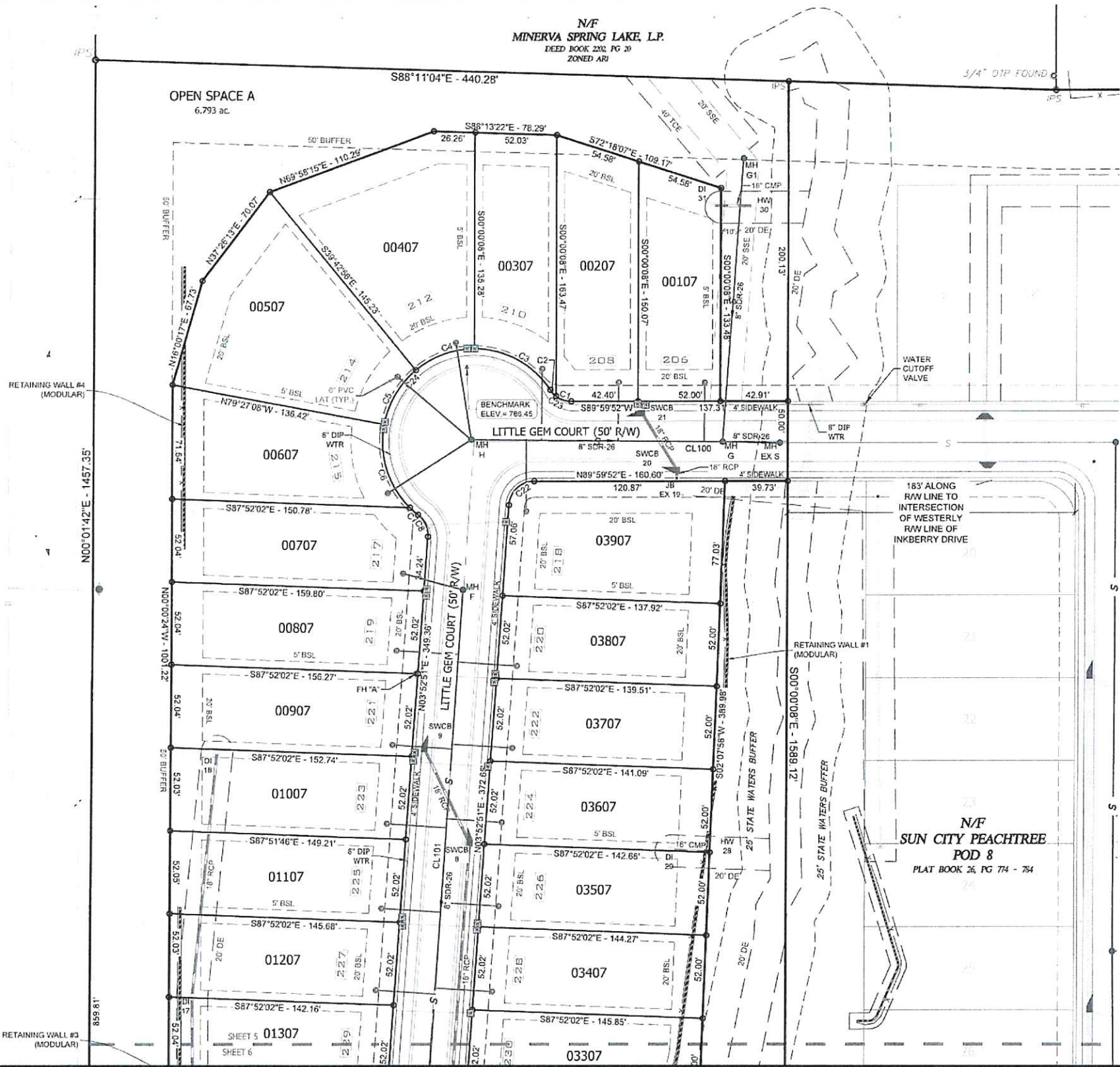
FN: 116-C-3083

SHEET 2 OF 8



Grid North (GA West Zone)

JORDAN HILL ROAD
(80' RIGHT-OF-WAY)



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

REVISIONS

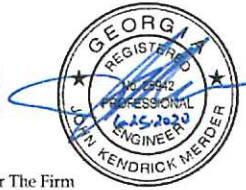


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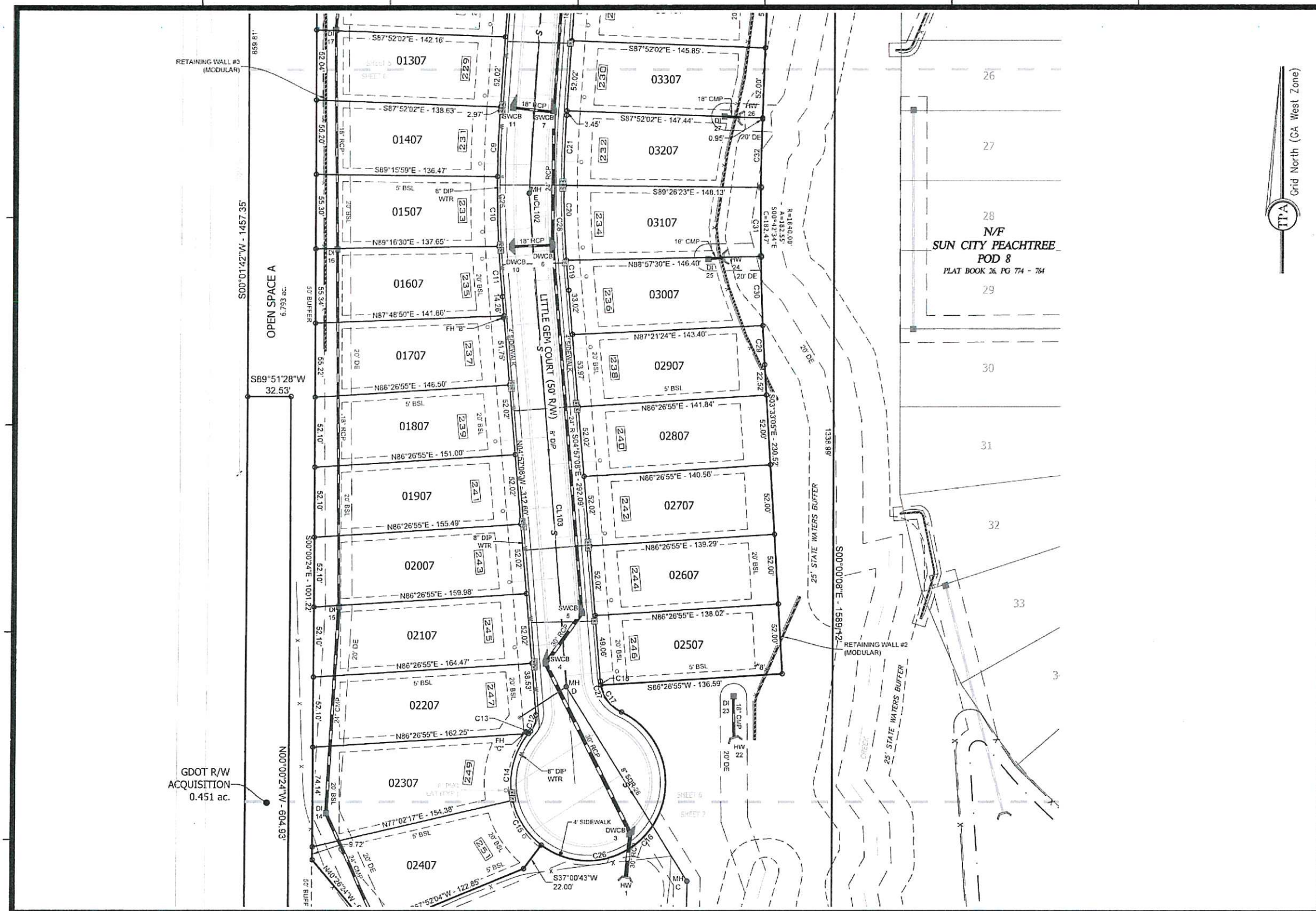
For The Firm
Travis Pruitt & Associates, Inc.



Final Plat
SUN CITY PEACHTREE
POD 7

LAND LOT 184, 3RD DISTRICT, SPALDING COUNTY, GEORGIA
GRAPHIC SCALE — IN FEET

DATE: 4-3-2020
SCALE: 1" = 50'
LSV: FINAL PLAT
CN: 170300 FP Pod 7
JN: 1-17-0300
FN: 116-C-3083
SHEET 5 OF 8



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

REVISIONS

Travis Pruitt & Associates, Inc.
4317 Park Drive, Suite 400
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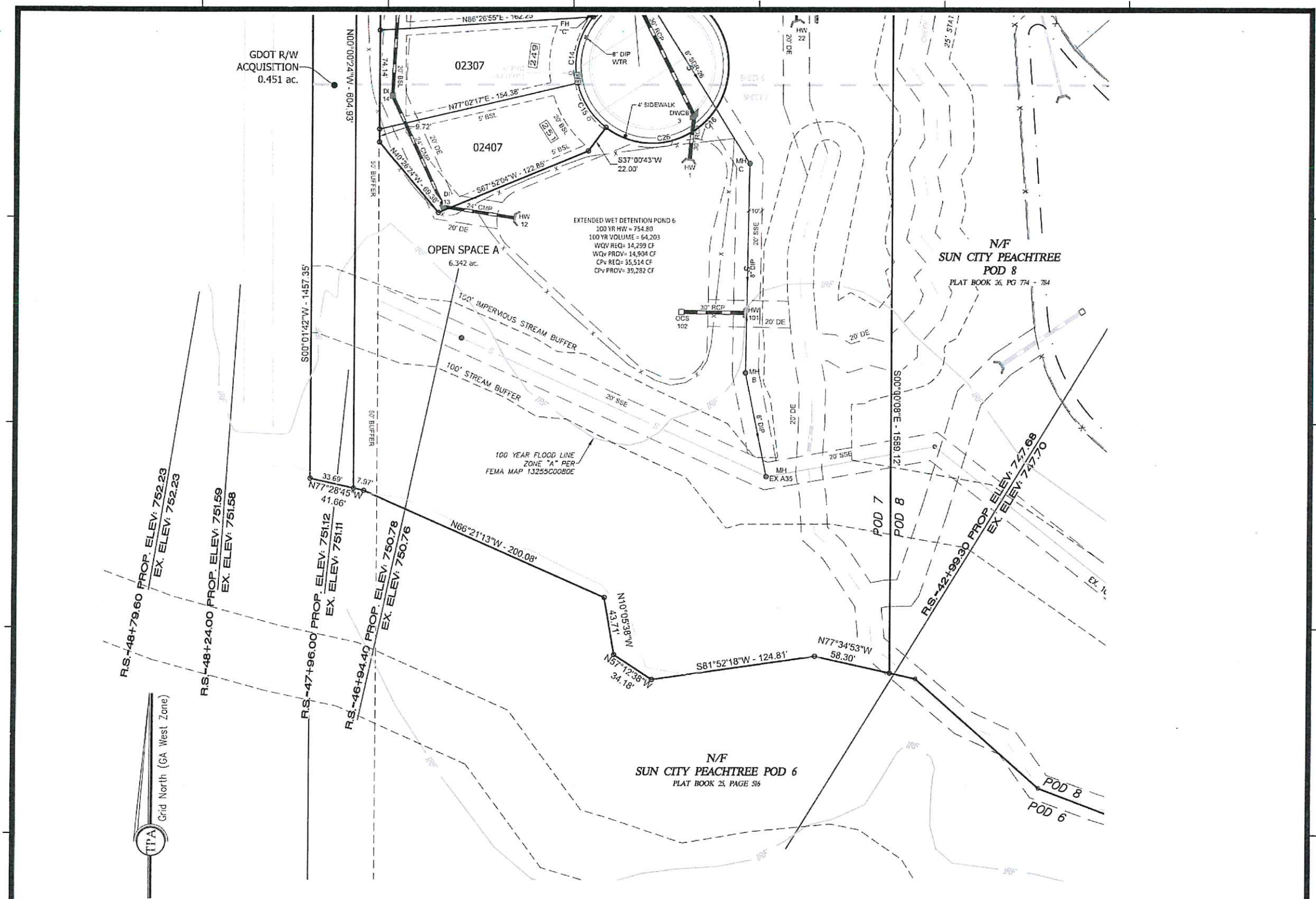
Contact Person: JOHN MERDER
Certificate of Authorization Number 613

For The Firm
Travis Pruitt & Associates, Inc.

Final Plat
SUN CITY PEACHTREE
POD 7

LAND LOT 184, 3RD DISTRICT, SPALDING COUNTY, GEORGIA
GRAPHIC SCALE - IN FEET

DATE: 4-3-2020
SCALE: 1" = 50'
LSV: FINAL PLAT
CN: 170300 FP Pod 7
JN: 1-17-0300
FN: 116-C-3083
SHEET 6 OF 8



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

REVISIONS



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For The Firm
Travis Pruitt & Associates, Inc.

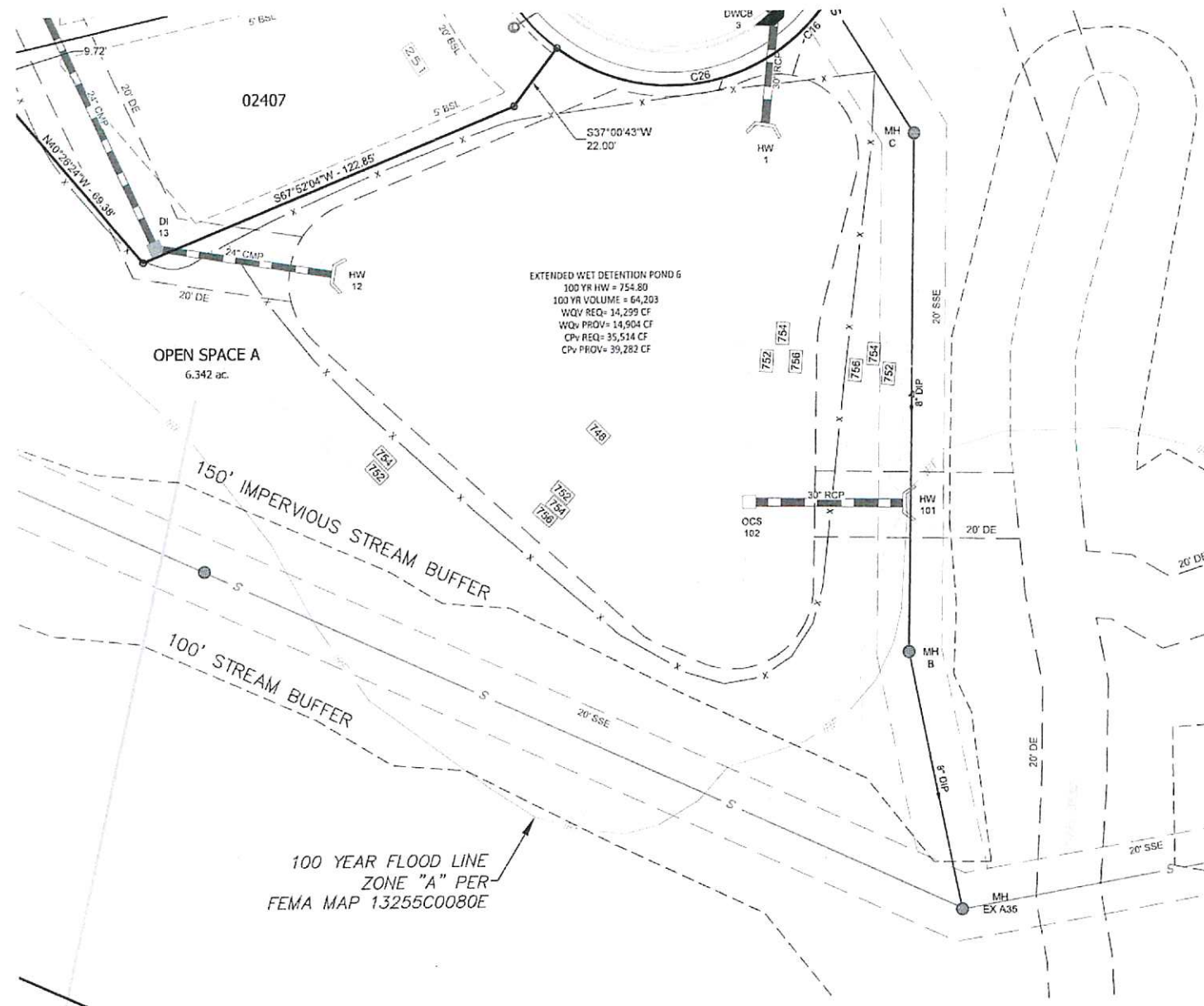


Final Plat
SUN CITY PEACHTREE
POD 7

LAND LOT 184, 3RD DISTRICT, SPALDING COUNTY, GEORGIA
GRAPHIC SCALE - IN FEET

DATE: 4-3-2020
SCALE: 1" = 50'
LSV: FINAL PLAT
CN: 170300 FP Pdg 7
JN: 1-17-0300
FN: 116-C-3083
SHEET 7 OF 8

Grid North (GA West Zone)
TPA



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

REVISIONS



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Norcross, Georgia 30093
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www.travispruitt.com

Contact Person: JOHN MERDER
Certificate of Authorization Number 613



For The Firm
Travis Pruitt & Associates, Inc.
6/25/2020



Pond #1 As-Built
SUN CITY PEACHTREE
POD 7

LAND LOT 184, 3RD DISTRICT, SPALDING COUNTY, GEORGIA
GRAPHIC SCALE - 1" = 30'



DATE: 4-3-2020
SCALE: 1" = 30'
LSV: POND AS-BUILT
CN: 170300 FP POD 7
JN: 1-17-0300
FN: 116-C-3083
SHEET 8 OF 8



SPALDING COUNTY BOARD OF COMMISSIONERS SCP Pod 7 Right-of-Way Deed

Requesting Agency

Office of Community Development

Requested Action

Consider acceptance of Right-of-Way Deed for the extension of Little Gem Court in Pod 7 (Sun City Peachtree).

Requirement for Board Action

Appendix A. - Section 408

Is this Item Goal Related?

No

Summary and Background

Request from Pulte Home Company for acceptance of Right-of-Way Deed for Pod 7 - Little Gem Court has been received in the Community Development Office.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

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

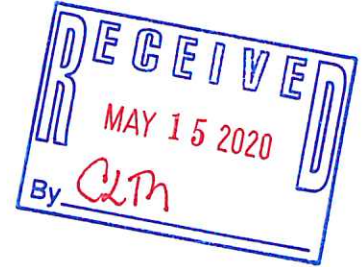
ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Memo from Scott Sullivan Acceptance Pod 7	7/13/2020	Backup Material
<input type="checkbox"/> Subdivision/Right-of-Way Deed	7/13/2020	Backup Material



TJ Imberger
Parks, Public Grounds & Public Works Director

Scott Sullivan - Roads Supervisor
Randy King - Signs Supervisor
Joey Ingram - Shop Supervisor
Tim Crane - Special Projects Supervisor



MEMO

To : Deborah L. Bell, Community Development Director
From : Scott Sullivan, Public Works Road Supervisor
Date: May 14, 2020
RE: Sun City Peachtree - Pod 7

I have inspected Pod 7 and it is ready for acceptance by Spalding County. If I can be of any further assistance, please let me know.

 May 14, 2020

SPALDING COUNTY, GEORGIA

SUBDIVISION/ RIGHT-OF-WAY DEED

THIS INDENTURE, made this day of , 2020, between the undersigned Grantor(s), party(ies) Pulte Home Corporation of the first part, and Spalding County a political subdivision of the State of Georgia, part of the second part. Georgia, Hall County

WITNESSETH:

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

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

All that tract or parcel of land lying and being in Land Lot(s) 184, of the 3rd District(s), Spalding County, Georgia, as shown by plat of survey of: Sun City Peachtree Pod 28 Subdivision, made by Travis Pruitt and Associates, Inc., dated 04/03/2020, recorded in Plat Book , Page , Spalding County Records.

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

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

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

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

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

Street Names:

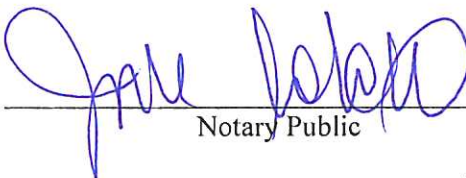
Little Gem Court



Witness

Signatures

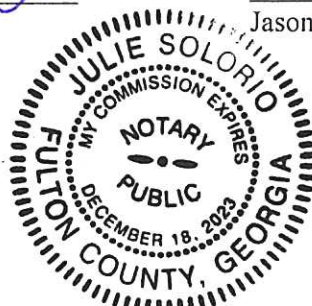
Pulte Home Corporation, a Michigan Company



Notary Public



Jason Garrett, Vice President Land Development



**PULTE HOME
COMPANY, LLC**
CORPORATE SEAL
MICHIGAN



SPALDING COUNTY BOARD OF COMMISSIONERS Tax Commissioner Software

Requesting Agency

Tax Commissioner Sylva Hollums

Requested Action

Consider approval of Master Software Agreement with Nitorco Inc. and Spalding County for new software for the Spalding County Tax Commissioner's Office.

Requirement for Board Action

Is this Item Goal Related?

No

Summary and Background

Fiscal Impact / Funding Source

\$12,000 initial fee for software and \$1,000 per month for maintenance.

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Master Software Agreement	7/13/2020	Backup Material

MASTER SOFTWARE AGREEMENT

THIS AGREEMENT is entered into as of _____ ("Effective Date"), by and between Nitorco, Inc., a Georgia corporation with its office located at 95 Midway Church Road, Carrollton GA, 30116, Telephone: (678) 951-8300, Facsimile: (678) 951-8303 ("Nitorco"), and the Spalding County Tax Commissioner, 132 East Solomon Street, Griffin, GA 30223 ("Sponsor").

WHEREAS, Nitorco is skilled in the field of computer software design and programming; and

WHEREAS, Sponsor may engage Nitorco from time to time to design and develop computer program(s) and enhancements to such computer program(s) pursuant to the terms and conditions hereof; and

WHEREAS, the parties desire to enter into this master agreement for purposes of establishing certain general terms and conditions that will govern a series of contemplated transactions in the future; and

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual agreements contained herein, the parties agree as follows:

1. Definitions.

1.1 "Services." Work in the form of software development and/or related services to be performed by Nitorco for Sponsor pursuant to a Work Order agreed to by the parties under this Agreement. The schedule for Services and related Deliverables shall be agreed upon by the parties in the Work Order.

1.2 "Work Order." A written document mutually agreed upon and executed by the parties which incorporates the terms of this Agreement. A Work Order may also be in the form of a single chain of emails provided the following requirements are satisfied: (i) the emails must clearly state that the intention is to create a Work Order under this Agreement, and (ii) there is complete agreement regarding all points of the Work Order clearly evidenced in the email chain.

1.3 "Deliverables." The representation of the Assurance Software Solution in the binary form suitable for execution by a computer.

1.4 "Proprietary Rights." All rights worldwide in and to copyrights, rights to register copyrights, trade secrets, inventions, patents, patent rights, trademarks, trademark rights, confidential and proprietary information protected under contract or otherwise under law, and other similar rights or interests in intellectual or industrial property.

3. No-Hiring of Nitorco Employees. Sponsor acknowledges the substantial amount of time, money, and effort that Nitorco has spent and will spend in recruitment of competent employees, and agrees, for a period of one (1) year after expiration or termination of this Agreement, not to employ or hire, solicit for employment, attempt to employ or actively assist any other entity in employing or soliciting for employment, any employee of Nitorco, without the prior written consent of Nitorco. The parties agree that liquidated damages for breach of this non-hiring covenant shall be fifty (50%) of the total first year payable to the former Nitorco employee.

5. Cooperation. Sponsor acknowledges (i) that certain Services and/or Deliverables to be provided by Nitorco may be dependent on Sponsor providing certain data, information, or assistance (collectively, "Cooperation"), and (ii) that such Cooperation may be essential to the performance of Services and/or the delivery of Deliverables by Nitorco. The parties agree that any delay or failure by Nitorco to provide Services hereunder which is caused by Sponsor's failure to provide timely Cooperation reasonably requested by Nitorco shall not be deemed to be a breach of Nitorco's performance obligations under this Agreement.

6. Change Orders. Any change requested by Sponsor in the scope of Services or Deliverable(s) specified in a Work Order must be mutually agreed upon by the parties in writing. Change orders may require modification of fees charged and/or delivery schedules.

7. Location of Services. All Services shall be performed at Nitorco's facilities unless otherwise mutually agreed in the applicable Work Order.

9. Invoicing and Payment. Nitorco shall invoice Sponsor monthly, unless otherwise expressly specified in the applicable Work Order. Charges shall be payable thirty (30) days from the date of invoice and shall be deemed overdue if they remain unpaid thereafter. Sponsor shall issue a purchase order, or alternative document acceptable to Nitorco, on or before commencement of services under the applicable Work Order.

13. Unilateral Disclosure of Confidential Information By Sponsor. The parties anticipate that Sponsor may disclose confidential information to Nitorco. For purposes hereof, "Confidential Information" means information of Sponsor or its customer (i) which relates to the purpose and subject matter of the Services, including computer programs, business and technical information, and data, or (ii) which, although not related to the Services, is nevertheless disclosed hereunder, and which, in any case, is disclosed by Sponsor or its customers or an affiliate to Nitorco in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a legend, is provided to Nitorco within fifteen (15) days of the initial disclosure. Nitorco may use Confidential Information of Sponsor only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Nitorco may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements sufficient to enable Nitorco to enforce all the provisions of this Section. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Nitorco at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Nitorco; (iii) is received by Nitorco from a third party free to disclose it without obligation to Sponsor; or (iv) is independently developed by Nitorco without reference to Confidential Information. Notwithstanding the foregoing, to the extent any confidential information is embodied in the Completed Software, this Section shall not be construed to prevent Nitorco from exercising its ownership rights in the to the Completed Software and the Proprietary Rights embodied therein.

14. Injunctive Relief. The parties hereby agree that any breach of any provision hereof regarding confidentiality or protection of Proprietary Rights would constitute irreparable harm, and that the aggrieved party shall be entitled to specific performance and/or injunctive relief in addition to other remedies at law or in equity.

15. Limited Warranty for the Completed Software. Commencing with the acceptance of the Completed Software and continuing for a period of ninety (90) days, Nitorco warrants that the Completed Software (i) will conform as to all material operational features and performance characteristics as provided in the applicable Work Order, and (ii) will be free of errors and defects that materially affect the performance of such features; provided, however, that (i) the Completed Software is implemented and operated in accordance with all written instructions supplied by Nitorco, (ii) Sponsor notifies Nitorco in writing of such nonconformity, error, or defect within thirty (30) days of the appearance thereof, and (iii) Sponsor has promptly and properly installed all fixes, upgrades, updates, and enhancements made available by Nitorco to Sponsor. If Sponsor timely notifies Nitorco in writing of any such nonconformity, error, or defect, Nitorco shall at its sole and exclusive option repair or replace the Completed Software. THE REMEDIES SET OUT IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE LIMITED WARRANTY. THIS WARRANTY GIVES SPONSOR SPECIFIC LEGAL RIGHTS, AND SPONSOR MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. NITORCO DOES NOT WARRANT THAT THE COMPLETED SOFTWARE WILL MEET SPONSOR'S REQUIREMENTS, THAT THE COMPLETED SOFTWARE WILL OPERATE IN THE COMBINATIONS WHICH SPONSOR MAY SELECT FOR USE, OR THAT THE OPERATION OF THE COMPLETED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

16. Warranty Exclusions. Notwithstanding any other provisions of this Agreement to the contrary, the limited warranty shall not apply to nonconformities, errors, or defects due to any of the following: (i) misuse of the Completed Software, (ii) modification of the Completed Software by Sponsor, (iii) failure by Sponsor to utilize compatible computer and networking hardware and software, (iv) interaction with software or firmware not provided by Nitorco, (v) any change in applicable operating system software, or (vi) the failure of Sponsor to install upgrades or enhancements to the Completed Software provided by Nitorco.

17. Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTY, TO THE EXTENT ALLOWED BY LAW, NITORCO HEREBY DISCLAIMS ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING IMPLIED WARRANTIES RESPECTING MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY. SPONSOR ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE COMPLETED SOFTWARE OR SERVICES TO BE PROVIDED HEREUNDER, AND THAT SPONSOR HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT.

18. Mutual Infringement Indemnity. Each party will defend and indemnify the other party against a claim that any information, design, specification, instruction, software, data or material furnished by the Provider ("Material") and used by the Recipient hereunder infringes or violates a Proprietary Right of another, provided that: (i) the Recipient notifies the Provider in writing

within thirty (30) days of the claim; (ii) the Provider has sole control of the defense and all related settlement negotiations; and (iii) the Recipient provides the Provider with the assistance, information, and authority reasonably necessary to perform the above; reasonable out-of-pocket expenses incurred by the Recipient in providing such assistance will be reimbursed by the Provider. The Provider shall have no liability for any claim of infringement resulting from: (i) the Recipient's use of a superseded or altered release of some or all of the Material if infringement would have been avoided by the use of a subsequent unaltered release of the Material which the Provider provides to the Recipient; or (ii) any information, design, specification, instruction, software, data, or material not furnished by the Provider. In the event that some or all of the Material is held or is believed by the Provider to infringe, the Provider shall have the option, at its expense: (i) to modify the Material to be non-infringing; or (ii) to obtain for the Recipient a license to continue using the Material. If it is not commercially feasible to perform either of the above options, then the Provider may require from the Recipient return of the infringing Material and all rights thereto. Upon return of the infringing Material to the Provider, the Recipient may terminate this Agreement with ten (10) days' written notice. THIS SECTION STATES THE PARTIES' ENTIRE LIABILITY AND EXCLUSIVE REMEDY FOR INFRINGEMENT.

19. Nitorco's Limitation of Actual Damages. Nitorco's total, cumulative liability to Client for actual damages arising out of a material breach of this Agreement will be limited to the amounts paid to Nitorco for the preceding six (6) months hereunder. For any tort claim, Nitorco shall only be liable for actual damages for injury or death to persons or damage to tangible property caused by the gross negligence or willful misconduct of Nitorco.

20. Disclaimer regarding Consequential Damages. NEITHER PARTY WILL BE LIABLE TO THE OTHER IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, (i) ANY DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION, OR (ii) SPONSOR'S OR SPONSOR'S CUSTOMERS' RELIANCE ON OR USE OF INFORMATION OR SERVICES PROVIDED, EVEN IF THE OFFENDING PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY.

21. Term Of Agreement. The initial term of this Agreement shall commence as of the Effective Date hereof and shall terminate absolutely at midnight on December 31, 2020. If neither party gives notice to the other prior to November 1 of the initial term, and any renewal term thereafter of it's intent not to renew, then this contract will automatically renew for another successive year to terminate at midnight on December 31 of the renewal year and each renewal thereafter. The initial term hereof shall automatically renew for successive one (1) year terms unless either party notifies the other in writing not less than sixty (60) days prior to the expiration of the current term of its intention not to renew. Both the initial term and any renewal term are subject to earlier termination as otherwise provided herein. Either party may choose not to renew this Agreement without cause for any reason. After the expiration or termination of this Agreement, any existing Work Order then still in effect shall continue

unaffected and in full force and effect unless otherwise terminated as provided herein or in such Work Order.

22. Term Of Work Order. Any Work Order created under this Master Agreement shall commence immediately upon execution by both parties, and shall continue thereafter as provided in the Work Order.

23. Automatic Termination. Unless Nitorco promptly after discovery of the relevant facts notifies Sponsor to the contrary in writing, this Agreement and all Work Orders will terminate immediately without notice upon the institution of insolvency, bankruptcy, or similar proceedings by or against Sponsor, any assignment or attempted assignment by Sponsor for the benefit of creditors, or any appointment, or application for such appointment, of a receiver for Sponsor.

24. Termination For Convenience. Notwithstanding anything contained herein to the contrary, either party may terminate this Agreement and/or any or all Work Orders for convenience upon thirty (30) days' written notice to the other party.

25. Return of Materials And Payment. Subject to the terms and conditions of any Work Order, upon the request of Sponsor, and, in any event, upon the termination of this Agreement or any Work Order, Sponsor shall pay to Nitorco for all work in progress as of the termination date, and Nitorco shall surrender to Sponsor all work in progress and Deliverable(s) including, without limitation, all memoranda, notes, records, drawings, manuals, and other documents pertaining to the business of Sponsor previously delivered by Sponsor to Nitorco. This provision shall apply to all materials made available or disclosed to Nitorco by any third party in connection with this Agreement or any Work Order.

26. Continuing Obligations. The following obligations shall survive the expiration or termination hereof: (i) any and all licenses granted hereunder, (ii) any and all limitations of liability and indemnities granted by either party herein, (iii) any covenant granted herein for the purpose of protecting the Proprietary Rights of either party or any remedy for breach thereof, (iv) the payment of taxes, duties, or any money to either party hereunder, and (v) the return of Sponsor materials.

27. Miscellaneous. This Agreement shall be construed under the laws of the State of Georgia, without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Sponsor: Spalding County Commissioner

Nitorco, Inc.

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

TECHNICAL SUPPORT TERMS EXHIBIT

These Technical Support Terms are intended to be part of the attached Master Software Development Agreement made and entered into by and between Nitorco and Sponsor. These Technical Support Terms may be discontinued or terminated independent of the Master Software Development Agreement, as provided below.

1. Definitions.

1.1 Capitalized terms used in this Exhibit and not otherwise defined shall have the same meaning as set forth in the body of the Agreement. As used herein, the following words shall have the meanings set out below.

1.2 "Covered Services." Technical support services which are provided by Nitorco in consideration of annual fees for technical support. Technical support services which are not Covered Services require fees in addition to annual fees.

1.3 "Error." A programming error, logic error, or defect within the Completed Software which causes it to operate incorrectly or otherwise not in conformity with the associated documentation and that is reproducible by Nitorco.

1.4 "Fix." The repair or replacement of object or executable code versions of the Completed Software to remedy an Error.

1.5 "Priority A Error." An Error which renders the Completed Software inoperative or causes the Completed Software to substantially fail.

1.6 "Priority B Error." An Error which substantially degrades the performance of the Completed Software or materially restricts use of the Completed Software.

1.7 "Priority C Error." An Error which causes only a minor impact on the use of the Completed Software.

1.8 "Update." A maintenance release of the Completed Software and/or released revisions to the Completed Software which are intended to improve efficiency or to incorporate additional or alternative functionality, such release being denoted as a Completed Software Update by Nitorco in its generally published programs and policies.

1.9 "Workaround." A change in the procedures followed or data supplied by a Completed Software user to avoid an Error without substantially impairing use of the Completed Software.

2. Covered Services.

2.1 Error Correction. As part of Covered Services, Nitorco agrees to provide to Sponsor Error correction services as described below, provided that Sponsor provides written

documentation of the Error sufficient for Nitorco to reproduce same with Nitorco's master copy of the Completed Software.

2.2 Priority A Errors. Within twenty-four (24) hours of receipt of notice from Sponsor during Nitorco's normal business hours of any Priority A Error, Nitorco shall assign appropriate personnel to diagnose and begin correcting the Error. Nitorco shall undertake best efforts to provide Sponsor with a temporary solution, and shall provide Sponsor with a Workaround or Fix within fifteen (15) business days of receipt of such notice.

2.3 Priority B Errors. Within two (2) business days of receipt of notice from Sponsor of a Priority B Error, Nitorco shall assign Nitorco engineers to correct the Error; provide Sponsor with periodic reports on the status of the corrections; and initiate work to provide Sponsor with a Workaround or Fix. Nitorco shall undertake best efforts to provide Sponsor with a temporary solution. Nitorco shall provide Sponsor with such Workaround or Fix within thirty (30) calendar day.

2.4 Priority C Errors. Nitorco shall use commercially reasonable efforts to include the Fix for the Error in the next software release.

2.5 Errors not Caused by the Completed Software. If Nitorco reasonably believes that a problem reported by Sponsor may not be due to an Error in the Completed Software, Nitorco will so notify Sponsor. At that time, Sponsor may (i) instruct Nitorco to proceed with problem determination at its possible expense as set forth below, or (ii) instruct Nitorco that Sponsor does not wish the problem pursued at its possible expense. If Sponsor requests that Nitorco proceed with problem determination at its possible expense and Nitorco reasonably determines that the error was not due to an Error in the Completed Software, Nitorco shall immediately stop further work and so inform Sponsor, and Sponsor shall pay Nitorco, at Nitorco's then-current consulting rates, for all work performed in connection with such determination, plus reimbursement of actual and reasonable expenses incurred therewith. Sponsor shall not be liable under this Section for problem determination or repair to the extent that problems are due to Errors in the Completed Software, nor shall Sponsor be liable for work performed under this Section in excess of its instructions or after Sponsor has notified Nitorco in accordance with the terms hereof that it no longer wishes work on the problem determination to be continued at its possible expense. If Sponsor requests Nitorco to continue troubleshooting any error which is not due to any Error in the Completed Software, Sponsor shall pay consulting fees to Nitorco for all services rendered at Nitorco's then-current rates, plus reimbursement of actual and reasonable expenses incurred therewith.

2.6 Telephone Support. As part of Covered Services, Nitorco shall provide reasonable telephone consultation with respect to the Completed Software to Sponsor during Nitorco's normal business hours, excluding holidays. Nitorco shall maintain a sufficient number of telephone lines to ensure a timely response and to otherwise perform its obligations hereunder.

2.7 Updates. As part of Covered Services, Nitorco shall provide to Sponsor copies of every Update if and when Nitorco makes such Update generally available to other customers. Sponsor shall promptly install each such Update. If on-site technical support services are required for the installation of any Update, Sponsor agrees to pay for such services at Nitorco's then-

current consulting rates, plus reimbursement of actual and reasonable expenses incurred therewith.

2.9 Exclusions. Notwithstanding any other provisions of this Agreement to the contrary, the technical support obligations of Nitorco shall not apply to Errors due to any of the following: (i) misuse of the Completed Software, (ii) modification of the Completed Software by Sponsor, (iii) failure by Sponsor to utilize compatible computer and networking hardware and software, (iv) interaction with software or firmware not provided by Nitorco, (v) any change in applicable operating system software, or (vi) the failure of Sponsor to install any Update.

3. Services which are not Covered Services.

Services related to customization of the Completed Software and consultation at Sponsor's site are not included in Covered Services. Nitorco shall undertake reasonable efforts to accommodate any written request by Sponsor for customization and/or on-site consultation services. Sponsor agrees to pay for such services at Nitorco's then-current rates for consulting services, plus reimbursement of actual and reasonable expenses incurred therewith.

4. Term; Technical Support Fees and Expenses.

4.1 Initial and Renewal Terms. The initial term of these Technical Support Terms shall begin on the installation of the Assurance TAXIT Software for the monthly fee of one thousand dollars (\$1,000). For so long as Nitorco continues to support the Completed Software generally in the normal course of its business, these Technical Support Terms shall renew automatically for additional renewal terms of one (1) year each unless the sponsor notifies Nitorco in writing 60 days prior to the expiration of the current term.

4.2 Monthly Fees. Renewal fees shall be determined by Nitorco from year to year.

4.3 Termination. Notwithstanding anything to the contrary contained herein, in the event Nitorco terminates the license for the Completed Software due to a material breach by Sponsor which is not cured within any applicable grace period, these Technical Support Terms shall also terminate at the same time without further notice.

**WORK ORDER EXHIBIT
WORK ORDER NO. 1**

This Work Order No. 1 shall be governed by the terms and conditions of a certain Master Software Development Agreement by and between the parties dated _____.

Capitalized terms used in this Work Order Exhibit and not otherwise defined shall have the same meaning as set forth in the body of the Master Software Development Agreement.

1. Description of Work.

1.1 Assurance TAXIT

1.2 Training – Nitorco will provide 5 days of on-site employee software training at no additional costs. If additional training days are requested by Sponsor, Sponsor will incur a charge of the current training rate at the time of request.

2. Fees And Payment Terms. The one time Installation Fee payable to Nitorco for Services and the development of the software for this project shall be a fixed fee in the total amount of \$12,000 to be paid per the payment schedule below.

Payment Schedule

MILESTONE	DUE DATE	PAYMENT OBLIGATION
Installation Fee of Assurance TAXIT Software	\$12,000 TBD – Projected installation of September 15, 2020	\$12,000
Assurance TAXIT Software Monthly Maintenance	Projected live date September 15, 2020	\$1,000 per month beginning the first month of going live

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Sponsor: Spalding County Commissioner

Nitorco, Inc.

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____



SPALDING COUNTY BOARD OF COMMISSIONERS 2020 LMIG Resurfacing Project

Requesting Agency

County Clerk

Requested Action

Consider approval of low bid in the amount of \$1,859,897.80 from E R Snell Contractor Inc for the 2019 LMIG Resurfacing Projects.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

GDOT LMIG funding in the amount of \$876,941.80 and the remainder to come from 2016 SPLOST Funding.

List of roads to be resurfaced is attached.

STAFF RECOMMENDATION

Approval.

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> 2020 LMIG Recommendation	7/8/2020	Backup Material
<input type="checkbox"/> List of Roads	7/8/2020	Backup Material

July 6, 2020

William Wilson
Spalding County
P.O. Box 1087
Griffin, GA 30224

Re: Spalding County 2019 LMIG Resurfacing Project
ITB No. 2020-00105

Dear William:

Paragon Consulting Group (PCG) has reviewed the bids submitted on June 30, 2020 for the above project. The three bid responses received meet the requirements outlined in the Request for Proposals and related addenda. The table below is a summary of the bids received.

Paving Contractor	Bid Amount	Difference from Low Bid
E.R. Snell Contractor, Inc. (low bid)	\$1,859,897.80	
C.W. Matthews Contracting Co., Inc.	\$1,998,805.90	\$138,908.10
Quality Construction by McLeroy, Inc.	\$2,635,747.97	\$775,850.17

Based on the bids received, PCG recommends that Spalding County award the 2020 LMIG Resurfacing Project to E.R. Snell Contractor, Inc.

A copy of the bid results is attached for your file. Please feel free to call if you have any questions concerning this matter.

Sincerely,

PARAGON CONSULTING GROUP, INC.



Brian K. Upson, P.E.
Principal

Enclosures (1)

**SPALDING COUNTY
LOCAL MAINTENANCE AND IMPROVEMENT GRANT (LMIG)
RESURFACING PROJECT
BID RESULTS
JUNE 30, 2020**

Item	Ref #	Description	Estimated Quantity	Unit	C. W. Matthews Contracting Co., Inc.		E.R. Snell Contractor, Inc.		Quality Construction by McLeroy, Inc.	
					Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1		PAYMENT & PERFORMANCE BONDS	1	LS	\$4,996.71	\$4,996.71	\$7,000.00	\$7,000.00	\$38,000.00	\$38,000.00
2		MOBILIZATION	1	LS	\$87,097.45	\$87,097.45	\$7,000.00	\$7,000.00	\$12,500.00	\$12,500.00
3	150-1000	TRAFFIC CONTROL	1	LS	\$85,799.50	\$85,799.50	\$121,428.00	\$121,428.00	\$25,000.00	\$25,000.00
4		MILLING, 2 INCH DEPTH	16,004	SY	\$2.18	\$34,888.72	\$3.20	\$51,212.80	\$4.23	\$67,696.92
5	402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME (330 LBS/SY)	7,090	TN	\$99.39	\$704,675.10	\$85.00	\$602,650.00	\$139.00	\$985,510.00
6	402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME, TP 1 (85 LBS/SY)	1,407	TN	\$84.90	\$119,454.30	\$79.10	\$111,293.70	\$93.35	\$131,343.45
7	402-3100	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TP 1, GP 1, INCL BITUM MATL & H LIME (135 LBS/SY)	10,859	TN	\$69.77	\$757,632.43	\$70.64	\$767,079.76	\$96.90	\$1,052,237.10
8	402-3100	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TP 1, GP 1, INCL BITUM MATL & H LIME (220 LBS/SY)	1,760	TN	\$76.62	\$134,851.20	\$70.64	\$124,326.40	\$96.90	\$170,544.00
9	413-1000	BITUMINOUS TACK COAT	8,844	GAL	\$1.71	\$15,123.24	\$1.00	\$8,844.00	\$5.50	\$48,642.00
10	652-2401	SOLID TRAFFIC STRIPE, 5 INCH WHITE	25.880	LM	\$900.00	\$23,292.00	\$962.00	\$24,896.56	\$1,850.00	\$47,878.00
11	652-2402	SOLID TRAFFIC STRIPE, 5 INCH YELLOW	22.330	LM	\$925.00	\$20,655.25	\$962.00	\$21,481.46	\$1,850.00	\$41,310.50
12	652-6402	SKIP TRAFFIC STRIPE, 5 INCH YELLOW	5.680	GLM	\$500.00	\$2,840.00	\$534.00	\$3,033.12	\$1,200.00	\$6,816.00
13	653-0400	THERMOPLASTIC PAVEMENT MARKING, 24" WHITE STOP BAR	16	EA	\$150.00	\$2,400.00	\$160.00	\$2,560.00	\$170.00	\$2,720.00
14		20' x 10' RUMBLE STRIP	3	EA	\$800.00	\$2,400.00	\$802.00	\$2,406.00	\$950.00	\$2,850.00
15		GORE STRIPE (3 LOCATIONS ON BIRDIE ROAD)	1	LS	\$1,800.00	\$1,800.00	\$1,497.00	\$1,497.00	\$2,250.00	\$2,250.00
16		ADJUST WATER MAIN VALVE BOX TO GRADE	3	EA	\$300.00	\$900.00	\$1,063.00	\$3,189.00	\$150.00	\$450.00
			TOTAL COST =			\$1,998,805.90		\$1,859,897.80		\$2,635,747.97

LMIG PRIORITY LIST FOR SPALDING COUNTY
2020 Resurfacing



DISTRICT	ROAD/STREET NAME	CR#	BEGINNING AT	ENDING AT	LENGTH
2	Azalea Drive	54	Zebulon Road	End	0.21
5	Hosannah Road	133	Teamon Road	County Limits	1.24
1	Stephens Street	294	N. 9th Street	End	0.2
3/4	Lakeside Road	242	Williamson Road	County Limits	1.90
4/5	Birdie Road	509	Old Atlanta Road	Fayetteville Road	5.19
4	Ellis Road	36	N. Pinehill Road	Vaughn Road	4.17
				TOTAL	12.94

	Hosannah Rd.	Length / Width of Patch	Length / Width of Patch
1	Mill and Inlay 2"		
2			
3			
4			
5			

	Stephens St.	Length / Width of Patch	Length / Width of Patch
1	No patching required		
2			
3			
4			
5			

	W. Ellis Rd.	Length / Width of Patch	Length / Width of Patch	Area
1	Westbound	41	12	492
2	Westbound	117	7	819
3	Westbound	126	12	1,512
4	Westbound	153	7	1,071
5	Westbound	39	7	273
6	Westbound	112	12	1,344
7	Westbound	55	7	385
8	Westbound	336	12	4,032
9	Westbound	60	12	720
10	Westbound	66	7	462
11	Westbound	163	12	1,956
12	Westbound	206	7	1,442
13	Westbound	419	12	5,028
14	Westbound	133	7	931
15	Westbound	89	7	623
16	Westbound	52	12	624
17	Westbound	410	7	2,870
18	Westbound	68	12	816
19	Westbound	110	7	770
20	Westbound	140	7	980
21	Westbound	25	7	175
22	Westbound	42	7	294
23	Westbound	43	7	301
24	Westbound	364	7	2,548
25	Westbound	82	7	574
26	Westbound	129	7	903
27	Westbound	185	7	1,295
28	Westbound	182	7	1,274
29	Westbound	51	12	612
30	Westbound	305	7	2,135
31	Westbound	66	7	462
32	Westbound	60	12	720
33	Westbound	78	7	546
34	Westbound	51	12	612
35	Westbound	66	7	462
36	Westbound	388	7	2,716
37	Westbound	36	7	252
38	Westbound	54	7	378
39	Westbound	30	7	210
40	Westbound	62	12	744
41	Westbound	35	7	245

	W. Ellis Rd.	Length / Width of Patch	Length / Width of Patch	Area
42	Westbound	51	12	612
43	Westbound	88	7	616
44	Westbound	201	7	1,407
45	Westbound	152	7	1,064
46	Westbound	158	7	1,106
47	Westbound	57	7	399
48	Westbound	51	12	612
49	Westbound	176	7	1,232
50	Westbound	154	7	1,078
51	Westbound	121	7	847
52	Westbound	37	7	259
53	Westbound	15	7	105
54	Westbound	108	7	756
55	Westbound	29	7	203
56	Westbound	70	12	840
57	Westbound	76	7	532
58	Westbound	80	7	560
59	Westbound	30	7	210
60	Westbound	139	7	973
61	Westbound	36	12	432
62	Westbound	97	7	679
63	Westbound	43	7	301
64	Westbound	163	7	1,141
65	Eastbound	166	7	1,162
66	Eastbound	94	7	658
67	Eastbound	130	7	910
68	Eastbound	62	12	744
69	Eastbound	108	7	756
70	Eastbound	113	12	1,356
71	Eastbound	63	7	441
72	Eastbound	122	12	1,464
73	Eastbound	111	7	777
74	Eastbound	46	7	322
75	Eastbound	292	7	2,044
76	Eastbound	39	7	273
77	Eastbound	64	7	448
78	Eastbound	162	7	1,134
79	Eastbound	28	7	196
80	Eastbound	179	7	1,253
81	Eastbound	63	7	441
82	Eastbound	24	12	288

	W. Ellis Rd.	Length / Width of Patch	Length / Width of Patch	Area
83	Eastbound	86	7	602
84	Eastbound	167	7	1,169
85	Eastbound	26	7	182
86	Eastbound	31	7	217
87	Eastbound	50	7	350
88	Eastbound	36	7	252
89	Eastbound	113	7	791
90	Eastbound	85	7	595
91	Eastbound	90	7	630
92	Eastbound	177	7	1,239
93	Eastbound	122	12	1,464
94	Eastbound	76	7	532
95	Eastbound	105	12	1,260
96	Eastbound	67	7	469
97	Eastbound	46	7	322
98	Eastbound	70	12	840
99	Eastbound	77	7	539
100	Eastbound	36	12	432
101	Eastbound	41	7	287
102	Eastbound	32	7	224
103	Eastbound	305	7	2,135
104	Eastbound	349	7	2,443
105	Eastbound	48	7	336
106	Eastbound	133	7	931
107	Eastbound	50	7	350
108	Eastbound	43	7	301
109	Eastbound	49	12	588
110	Eastbound	35	7	245
111	Eastbound	81	7	567
112	Eastbound	83	7	581
113	Eastbound	52	7	364
114	Eastbound	40	7	280
115	Eastbound	57	7	399
116	Eastbound	46	7	322
117	Eastbound	32	7	224
118	Eastbound	63	12	756
119	Eastbound	72	7	504
120	Eastbound	84	7	588
121	Eastbound	332	7	2,324
122	Eastbound	808	7	5,656
123	Eastbound	244	7	1,708

	W. Ellis Rd.	Length / Width of Patch	Length / Width of Patch	Area
124	Eastbound	39	7	273
125	Eastbound	89	7	623
126	Eastbound	91	12	1,092
127	Eastbound	56	7	392
128	Eastbound	37	7	259
129	Eastbound	297	7	2,079
130	Eastbound	108	7	756
131	Eastbound	435	7	3,045

	Azalea Dr.	Length / Width of Patch	Length / Width of Patch	Area
1		38	7	266
2		68	1	68
3		88	7	616
4		43	7	301
5		123	7	861

	Lakeside Dr.	Length / Width of Patch	Length / Width of Patch	Area
1	Southbound	147	7	1,029
2	Southbound	533	12	6,396
3	Southbound	32	12	384
4	Southbound	70	12	840
5	Southbound	214	12	2,568
6	Southbound	359	7	2,513
7	Southbound	721	12	8,652
8	Southbound	652	7	4,564
9	Southbound	265	12	3,180
10	Southbound	613	7	4,291
11	Southbound	293	7	2,051
12	Southbound	22	7	154
13	Southbound	414	7	2,898
14	Southbound	40	7	280
15	Southbound	112	12	1,344
16	Southbound	70	12	840
17	Southbound	109	7	763
18	Southbound	59	7	413
19	Southbound	102	7	714
20	Southbound	420	12	5,040
21	Southbound	170	7	1,190
22	Southbound	238	12	2,856
23	Southbound	142	12	1,704
24	Southbound	119	7	833
25	Southbound	194	12	2,328
26	Southbound	80	7	560
27	Southbound	52	12	624
28	Southbound	298	12	3,576
29	Southbound	77	7	539
30	Southbound	45	7	315
31	Southbound	40	7	280
32	Southbound	72	12	864
33	Southbound	22	7	154
34	Southbound	33	7	231
35	Northbound	42	12	504
36	Northbound	33	12	396
37	Northbound	82	12	984
38	Northbound	84	7	588
39	Northbound	60	12	720
40	Northbound	195	7	1,365
41	Northbound	46	7	322

	Lakeside Dr.	Length / Width of Patch	Length / Width of Patch	Area
42	Northbound	153	12	1,836
43	Northbound	223	7	1,561
44	Northbound	94	12	1,128
45	Northbound	139	7	973
46	Northbound	187	7	1,309
47	Northbound	52	12	624
48	Northbound	111	7	777
49	Northbound	109	7	763
50	Northbound	60	7	420
51	Northbound	75	7	525
52	Northbound	176	12	2,112
53	Northbound	30	7	210
54	Northbound	132	12	1,584
55	Northbound	417	12	5,004
55	Northbound	83	7	581
55	Northbound	454	12	5,448
55	Northbound	212	7	1,484

	Biride Rd.	Length / Width of Patch	Length / Width of Patch	Area
1	Eastbound	72	7	504
2	Eastbound	84	7	588
3	Eastbound	332	7	2,324
4	Eastbound	808	7	5,656
5	Eastbound	244	7	1,708
6	Eastbound	39	7	273
7	Eastbound	89	7	623
8	Eastbound	91	12	1,092
9	Eastbound	56	7	392
10	Eastbound	37	7	259
11	Eastbound	297	7	2,079
12	Eastbound	108	7	756
13	Eastbound	45	7	315
14	Eastbound	124	7	868
15	Eastbound	577	7	4,039
16	Eastbound	100	7	700
17	Eastbound	81	12	972
18	Eastbound	116	7	812
19	Eastbound	95	7	665
20	Eastbound	244	7	1,708
21	Eastbound	214	7	1,498
22	Eastbound	326	12	3,912
23	Eastbound	78	7	546
24	Eastbound	442	7	3,094
25	Eastbound	124	7	868
26	Eastbound	132	7	924
27	Eastbound	28	12	336
28	Eastbound	676	7	4,732
29	Eastbound	407	7	2,849
30	Eastbound	148	7	1,036
31	Eastbound	126	7	882
32	Eastbound	206	12	2,472
33	Eastbound	98	7	686
34	Eastbound	28	12	336
35	Eastbound	814	7	5,698
36	Eastbound	71	7	497
37	Eastbound	256	7	1,792
38	Eastbound	74	7	518
39	Eastbound	28	12	336
40	Eastbound	90	7	630
41	Eastbound	84	7	588

	Biride Rd.	Length / Width of Patch	Length / Width of Patch	Area
42	Eastbound	600	7	4,200
43	Eastbound	69	12	828
44	Eastbound	273	7	1,911
45	Eastbound	706	7	4,942
46	Eastbound	83	7	581
47	Eastbound	328	7	2,296
48	Eastbound	198	12	2,376
49	Eastbound	57	12	684
50	Eastbound	95	7	665
51	Eastbound	62	7	434
52	Eastbound	42	12	504
53	Eastbound	65	7	455
54	Eastbound	417	7	2,919
55	Eastbound	31	7	217
56	Eastbound	76	7	532
57	Eastbound	108	12	1,296
58	Eastbound	52	7	364
59	Eastbound	121	12	1,452
60	Eastbound	26	7	182
61	Eastbound	224	12	2,688
62	Westbound	231	7	1,617
63	Westbound	74	12	888
64	Westbound	84	7	588
65	Westbound	88	12	1,056
66	Westbound	150	7	1,050
67	Westbound	29	7	203
68	Westbound	174	7	1,218
69	Westbound	59	12	708
70	Westbound	32	7	224
71	Westbound	55	7	385
72	Westbound	30	7	210
73	Westbound	39	7	273
74	Westbound	93	7	651
75	Westbound	312	7	2,184
76	Westbound	139	7	973
77	Westbound	56	7	392
78	Westbound	87	7	609
79	Westbound	92	12	1,104
80	Westbound	268	7	1,876
81	Westbound	284	12	3,408
82	Westbound	112	7	784

	Biride Rd.	Length / Width of Patch	Length / Width of Patch	Area
83	Westbound	359	7	2,513
84	Westbound	36	12	432
85	Westbound	188	7	1,316
86	Westbound	67	7	469
87	Westbound	37	12	444
88	Westbound	115	7	805
89	Westbound	257	12	3,084
90	Westbound	77	7	539
91	Westbound	138	7	966
92	Westbound	545	7	3,815
93	Westbound	112	7	784
94	Westbound	174	12	2,088
95	Westbound	231	7	1,617
96	Westbound	169	7	1,183
97	Westbound	133	7	931
98	Westbound	270	7	1,890
99	Westbound	711	7	4,977
100	Westbound	60	12	720
100	Westbound	323	12	3,876
100	Westbound	92	7	644
100	Westbound	138	12	1,656
100	Westbound	84	12	1,008
100	Westbound	413	7	2,891
100	Westbound	163	12	1,956
100	Westbound	25	7	175
100	Westbound	53	12	636
100	Westbound	545	7	3,815
100	Westbound	128	7	896
100	Westbound	398	7	2,786
100	Westbound	78	7	546
100	Westbound	346	7	2,422
100	Westbound	113	7	791
100	Westbound	80	7	560
100	Westbound	169	7	1,183
100	Westbound	198	7	1,386
100	Westbound	28	7	196
100	Westbound	88	7	616
100	Westbound	137	7	959
100	Westbound	370	7	2,590



SPALDING COUNTY BOARD OF COMMISSIONERS Transit Master Plan (TMP) Subgrant Agreement

Requesting Agency

County Clerk

Requested Action

Consider approval of an agreement with the Atlanta Regional Commission to develop a Spalding County Transit Master Plan.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

ARC provides \$155,987 in funding and Spalding County through the 2016 SPLOST provides the \$38,996 match.

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> TMP - Subgrant Agreement	6/30/2020	Backup Material
<input type="checkbox"/> Scope of Work and Budget	6/30/2020	Backup Material

SUBGRANT AGREEMENT

THIS AGREEMENT, entered into as of this 20th day of July, 2020, by and between Spalding County, a political subdivision of the State of Georgia (hereinafter referred to as the "Subgrantee") and the ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC").

WITNESSETH THAT:

WHEREAS, ARC desires to engage the Subgrantee to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by a grant from the United States Department of Transportation, (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the Concerned Funding Agencies");

WHEREAS, the Subgrantee desires to render such services in connection with the project;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of the Subgrantee. ARC hereby agrees to engage the Subgrantee and the Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Scope of Services. The Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment "A" which is attached hereto and made a part hereof.
3. Time of Performance. The services of the Subgrantee are to commence immediately upon execution of this agreement. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A." All work and services required hereunder shall be completed on or before December 31, 2022.
4. Compensation. The Subgrantee shall be compensated for the work and services to be performed under this agreement as set forth in Attachment "B" which is attached hereto and made part hereof. Compensation for work and services in the performance of this contract shall not exceed \$155,987.
5. Approval of Subcontracts. None of the work or services to be performed under this agreement by the Subgrantee shall be subcontracted without the prior written approval of ARC's Executive Director or his authorized agent. If such approval is requested, all subcontract documents shall be submitted to ARC's Executive Director or his authorized agent, for his review and approval prior to the execution of such subcontract. Further, if requested by ARC's Executive Director or his authorized agent, the Subgrantee shall provide

ARC with such documentation as ARC's Executive Director shall require, regarding the method the Subgrantee used in selecting its subcontractor. The Subgrantee acknowledges that if work or services to be performed under this agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. The Subgrantee agrees to abide by such regulations in its selection procedure.

6. Prompt Payment and Retainage. The prime subgrantee agrees to pay each subcontractor under this prime grant for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime subgrantee receives from ARC. The prime subgrantee agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both DBE and non-DBE subcontracts.

Any subgrantee found not to be in compliance with this clause will be considered in breach of contract and any further payments will be withheld until corrective action is taken. If subgrantee does not take corrective action, subgrantee may be subject to contract termination.

7. Assignability. The Subgrantee shall not assign, sublet or transfer all or any portion of its interest in this agreement without the prior written approval of ARC.
8. Amendments. ARC may require changes in this agreement. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of the Subgrantee's compensation shall be incorporated in written amendments to this agreement. Amendments to this agreement may be executed on behalf of ARC only by ARC's Executive Director and Chairman.
9. Insurance. The Subgrantee will have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices. Such insurance shall at least include Worker's Compensation, Public Liability, Property Damage, and Valuable Papers coverage.
10. Formal Communication. Formal communications regarding this agreement shall include, but not necessarily be limited to correspondence, progress reports and fiscal reports.

All formal communication regarding this agreement shall be in writing between the person executing this agreement on behalf of the Subgrantee (executor) and ARC's Executive Director. However, the Subgrantee executor and ARC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this agreement. Any restrictions to such designation must be clearly defined in the written designation.

In this regard, ARC's Executive Director hereby designates the Director of the Center for Livable Communities as his agent for purposes of this contract only, except for Amendments and Terminations.

11. Reports. The Subgrantee shall furnish ARC with narrative progress reports, in such form and frequency as may be specified by ARC's Executive Director or his authorized agent, outlining the work accomplished by the Subgrantee during the period, including the current status of the Project, and the percentage of work which has been completed.
12. Financial Reports. In addition to other records required by this contract, the Subgrantee agrees to provide to ARC such additional financial reports in such form and frequency as ARC may require in order to meet ARC's requirements for reporting to the Concerned Funding Agencies.
13. Program Fraud and False or Fraudulent Statements or Related Acts. The Subgrantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Subgrantee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the project for which this contract work is being performed. In addition to other penalties that may be applicable, the Subgrantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subgrantee to the extent the Federal Government deems appropriate.
14. Review and Coordination. To ensure adequate assessment of the Subgrantee's project and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Subgrantee may be required to meet with designated representatives of ARC and the Concerned Funding Agencies from time to time to review the work and services performed. The Subgrantee shall be given reasonable written notice of such meetings.
15. Inspections. Authorized representatives of ARC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for the Subgrantee under this agreement shall be made available to authorized representatives of ARC and the Concerned Funding Agencies for inspection and review at all reasonable times in the Subgrantee's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Subgrantee of its professional obligation to correct, at its expense, any errors found in the work unless such errors can be shown to be caused by inaccurate or incomplete information provided by ARC.

16. Maintenance of Cost Records. The Subgrantee shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the agreement, and for three years from the date of final payment under the agreement, for inspection by ARC, the Concerned Funding Agencies, and if the work and services to be performed under this agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Subgrantee shall include the provisions of this paragraph in any subcontract executed in connection with this Project.
17. No Obligation by the Federal Government. ARC and the Subgrantee acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to ARC, the Subgrantee, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
18. Status as Independent Contractors. Nothing contained in this agreement shall be construed to constitute the Subgrantee or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of ARC, nor shall either party to this agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.
19. Subgrantee's Personnel. The Subgrantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the twelve-month period immediately prior to the date of this agreement, except with the express prior written consent of ARC. Further, the Subgrantee agrees that no such former ARC employees shall be involved in any way with the performance of this agreement, without the express prior written approval of ARC.
20. Employees' Rate of Compensation. The rate of compensation for work performed under this project by a staff member or employee of the Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for the Subgrantee. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.
21. Interest of Subgrantee. The Subgrantee covenants that neither the Subgrantee, nor anyone controlled by the Subgrantee, controlling the Subgrantee, or under common control with the Subgrantee, nor its agents, employees or Subgrantees, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Subgrantee's service hereunder in an impartial and unbiased manner. The Subgrantee further covenants that in the performance of this agreement no person having any such interest shall be employed by the Subgrantee as an agent, Subgrantee or otherwise. If the Subgrantee contemplates taking some action which may

constitute a violation of this paragraph, the Subgrantee shall request in writing the advice of ARC, and if ARC notifies the Subgrantee in writing that the Subgrantee's contemplated action will not constitute a violation hereof, then the Subgrantee shall be authorized to take such action without being in violation of this paragraph.

22. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the project, who exercises any function or responsibilities in the review or approval of the project or any component part thereof, shall participate in any decision relating to this agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the project, have an interest, direct or indirect, in this agreement or the proceeds arising therefrom.
23. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this agreement or to any benefits to arise herefrom.
24. Compliance with Requirements of the Concerned Funding Agencies. The Subgrantee shall be bound by the applicable terms and conditions of the Grant Contract between ARC and the Concerned Funding Agencies which said Grant Contract is on file in the offices of ARC and is hereby made a part of this agreement as fully as if the same were attached hereto. ARC will notify the Subgrantee in writing of any applicable changes within a reasonable time after ARC has received appropriate notice of such changes from the Concerned Funding Agencies.
25. Rights in Documents, Materials and Data Produced. For purposes of this agreement, "data" includes, but is not limited to, writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. ARC and the Concerned Funding Agencies shall have the right to use same without restriction or limitation and without compensation to the Subgrantee other than as provided in this agreement. The Subgrantee acknowledges that matters regarding rights to inventions and materials generated by or arising out of this agreement may be subject to certain regulations issued by the Concerned Funding Agencies.
26. Data and Software Licensing. During performance of the work covered by this Agreement ARC may provide certain data or software products, such as aerial photography or commercially available planning data and software, to the Subgrantee that have been obtained from various sources under specific licensing agreements. The Subgrantee acknowledges that any data or software that ARC may provide hereunder is provided as a non-exclusive, non-transferable, limited license for the Subgrantee or its Sub-Subgrantees to use the data or software for the work covered by this Agreement only. The Subgrantee shall not redistribute, republish or otherwise make this data or software available to any party not covered by this Agreement. The Subgrantee or any Sub-Subgrantees shall not use this data or software for any work not covered by this Agreement. The Subgrantee further

acknowledges that upon completion of the project covered by this Agreement all data and software provided by ARC will be returned to ARC and all copies of the data or software residing on the Subgrantee's or Sub-Subgrantee's computer systems will be removed.

27. Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this agreement shall not be presented or published without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by the Subgrantee within thirty calendar days after such submission, it shall be presumed that ARC has no objection thereto. ARC's comments, objections, reservations or disagreements regarding such material shall be accommodated as ARC shall specify.
28. Assurances. The Subgrantee hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 48 CFR 31, "Contract Cost Principles and Procedures," Executive Order 12372, "Intergovernmental review of Federal programs," U.S. Office of Management and Budget Circular Nos. A 21, "Cost Principles for Educational Institutions," and A 133, "Audits of States, Local Governments and Non-Profit Organizations," or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. For audits of fiscal years beginning on or after December 26, 2014, the provisions of 2 CFR 200.501 supersede OMB circular A133. A nonfederal entity that expends \$750,000 or more in federal awards during its fiscal year must have a single or program-specific audit conducted for that year. Also, the Subgrantee gives assurance and certifies with respect to this agreement that:
 - a. For all agreements:
 - i. It possesses legal authority to apply for this agreement, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of the Subgrantee is authorized to execute an agreement incorporating the terms of its application.
 - ii. It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

- iii. It will comply with Title VI of the Civil Right Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. The Subgrantee shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.

The Subgrantee shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall not discriminate against any qualified client or recipient of services provided through this agreement on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall cause foregoing provisions to be included in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

The Subgrantee shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the Concerned Funding Agencies may require.

The Subgrantee agrees to comply with such rules, regulations or guidelines as ARC or the Concerned Funding Agencies may issue to implement the requirements of this paragraph.

- iv. It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.
- v. It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.
- vi. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- vii. It will cooperate with ARC in assisting the Concerned Funding Agencies in this compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et set.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through ARC, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.
- viii. For agreements not involving federal financial assistance for construction, it will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Concerned Funding Agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicting that a facility to be used in the project is under consideration for listing by EPA.
- ix. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- x. The Subgrantee agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and O.C.G.A. § 13-10-91 regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Thereunder, Subgrantee will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder.
- xi. The Subgrantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

The Subgrantee further agrees to include the provisions contained in the forgoing paragraph in each subcontract for services hereunder.

The Subgrantee shall not retaliate or take any adverse action against any employee or any subcontractor for reporting, or attempting to report a violation(s) regarding applicable immigration laws.

- b. For agreements involving either full or partial federal financial assistance for construction projects(s):
 - i. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.
 - ii. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by, the Physically Handicapped," Number A117 1-1961, as modified (41 CFR 101 - 17.703). The Subgrantee will be responsible for conducting inspections to ensure compliance by the Subgrantee with these specifications.
- c. For agreements exceeding \$100,000.00 in federal financial assistance:
 - i. It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

29. Certifications.

- a. Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this agreement shall be used to pay the salary or expenses of any Subgrantee, or agent acting for the Subgrantee, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.
- b. Debarment and Suspension. The Subgrantee agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.
- c. Drug-Free Workplace. The Subgrantee agrees and certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing through this requirement to lower tier Subgrantees.
- d. The Subgrantee agrees and hereby certifies that it will comply with the Georgia Security and Immigration Compliance requirements of O.C.G.A. § 13-10-91.

30. Other Requirements. In addition to other requirements of this agreement, the Subgrantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, and the ARC Disadvantaged Business Enterprise Plan (in compliance with 49 CFR Part 26), as appropriate. In addition, the Subgrantee further agrees to comply with the DBE Utilization Plan submitted to ARC as part of its proposal. All such documents are hereby made part of this agreement fully as if the same were attached hereto.

The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Subgrantee shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted agreements. Failure by the Subgrantee to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

The Subgrantee agrees to pay each subcontractor under this prime agreement for satisfactory performance of its agreement no later than ten business days from the receipt of each payment that said prime Subgrantee receives from ARC. The prime Subgrantee agrees further to return retainage payments to each subcontractor within ten business days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both Disadvantaged Business Enterprises and non-Disadvantaged Business Enterprises.

31. Termination for Mutual Convenience. ARC or the Subgrantee may terminate this agreement in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs. Settlement will be made in accordance with the terms and conditions of this agreement. ARC shall allow full credit to the Subgrantee for the ARC share of the non-cancelable obligations, properly incurred by the Subgrantee prior to termination.
32. Termination for Convenience. ARC may terminate this agreement, in whole or in part, at any time by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. In that event, all information and material produced or collected under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. If this agreement is terminated by ARC as provided in this paragraph, the Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by the Subgrantee up to and including the effective date of such termination, as authorized in Attachment "B." The Subgrantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs.
33. Termination of the Agreement for Cause. If the Subgrantee, due to its action or failure to act, shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Subgrantee has or shall violate any of the covenants, agreements, representations or stipulations of this agreement, ARC shall thereupon have the right to terminate this

agreement by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all information and materials collected or produced under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. The Subgrantee shall be entitled to receive just and equitable compensation for any satisfactory work completed under the Scope of Service up to and including the effective date of termination as authorized in Attachment "B." Notwithstanding the foregoing to the extent provided by law, the Subgrantee shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this agreement by the Subgrantee and ARC may withhold any payments to the Subgrantee for the purpose of set-off for damages caused by the Subgrantee's breach, until such time as the exact amount of damages to ARC from the Subgrantee is determined.

34. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Subgrantee, this agreement may be immediately terminated without further obligation of ARC.
35. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this project. Consequently, ARC reserves the same right regarding this agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Subgrantee from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Subgrantee prior to the date of suspension to the extent that they are noncancelable.
36. Disputes and Appeals Any dispute concerning a question of fact arising either from a Subgrantee or subgrant selection decision, or under a Subgrantee or subgrant contract, once executed, shall be decided by the cognizant Center Director who, after advisory consultation with all appropriate ARC officials (e.g., Director of Business Services, General Counsel, etc.), shall promptly reduce such decision concerning the question of fact to writing and mail, or otherwise furnish a copy thereof, to the disputing party (i.e., as appropriate, either: the unsuccessful proposer; or the Subgrantee or subgrantee). The Center Director shall concurrently fully advise the disputing party, in writing, of the provisions outlined herein below concerning the disputing party's right to appeal the decision to the ARC Executive Director. A copy of all such documents shall also be furnished to the Director of Business Services.

The decision of the Center Director shall be final and conclusive unless, within ten (10) calendar days of receipt of such written decision, the disputing party mails or otherwise furnishes a written appeal concerning the question of fact to the ARC Executive Director, who shall arrange a formal hearing within twenty (20) calendar days after receipt of such appeal. Both the appealing party and the cognizant Center Director shall be notified no less than five (5) calendar days in advance of the hearing and shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within twenty (20) calendar days after the hearing, the Executive Director shall make a decision

concerning the question of fact in writing to the appealing party and to the cognizant Center Director. A copy of the decision shall also be furnished to the Director of Business Services.

The decision of the Executive Director concerning the question of fact shall be final and conclusive unless determined by the cognizant grantor agency or agencies, or the Comptroller General of the United States, or a court of competent jurisdiction to have been arbitrary, capricious, an abuse of discretion or otherwise not in accordance with the law.

Pending final decision of an appeal to the Executive Director under a Subgrantee or subgrant contract already executed, the Subgrantee or subgrantee shall proceed diligently with the performance of the contract and in accordance with the cognizant Center Director's decision.

Nothing in the foregoing shall be construed as making final the decisions of the cognizant Center Director or the Executive Director as such decision relate to question of law.

37. Applicable Law. This agreement shall be deemed to have been executed and performed in the State of Georgia. All questions of interpretation and construction shall be construed by the laws of Georgia.
38. Force Majeure. In no event shall either Party be responsible or liable for any failure or delay in the performance of its obligations hereunder upon the occurrence of any circumstance beyond the control of either party, such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, work stoppages, accidents, mandatory quarantines, pandemics, curfews, or other restrictions of movements, or civil disorder, to the extent that such circumstances make it illegal or impossible for either Party to fulfill the terms of this Agreement. Any termination or delay in the performance of this Agreement without liability is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical, but in no event longer than ten (10) days, after learning of such basis. It is understood that both Parties shall use reasonable efforts which are consistent with industry standard to fulfill the performance of this agreement to the extent feasible.

IN WITNESS WHEREOF, the Subgrantee and ARC have executed this agreement as of the day first above written.

ATTEST:

SPALDING COUNTY

William P. Wilson, Jr., County Clerk

By: _____
Gwen Flowers-Taylor
Title: Chairperson, Board of Commissioners

ATTEST:

ATLANTA REGIONAL COMMISSION

ARC Assistant Secretary

By: _____
Executive Director

By: _____
Chair

ATTACHMENT A

Scope of Work

I. General: The work to be accomplished is in support of the following Atlanta Regional Commission (ARC) sub-element:

906EST – Spalding County Transit Master Plan

II. Area covered: The area of study for the plan development is defined, but not limited to, the Spalding County jurisdictional boundary, including the municipalities. Coordination with adjacent jurisdictions within an area three to five miles outside Spalding County is also required to promote coordinated long-range transportation planning efforts across jurisdictional boundaries.

III. Goal: Spalding County, through its Board of Commissioners, have requested the Atlanta Regional Commission (ARC) fund a specific plan for transit implementation. This Transit Master Plan (TMP) will support legislative initiatives being led by the State of Georgia related to regional transit and complement similar work recently completed or being considered in adjacent jurisdictions. The TMP will be developed in coordination with the Georgia Department of Transportation (GDOT), affected local governments and other transit providers. Once complete, the TMP will be considered the transit element of Spalding County's current Comprehensive Transportation Plan (CTP).

The TMP will result in an overarching, coarse grained, transit vision for Spalding County and its municipalities. This vision will, at a high level, delineate the desired types, general intensities, and general location of economic and residential development. Questions about service locations, possible ridership, and costs should be compared with local land uses and be vetted with the public and stakeholders to establish a community vision to which the transit master plan can be fitted.

The TMP will recommend potential future transit funding scenarios, and for each scenario assign transit modes and priorities to corridors, identify capital investments, and establish state and local government policies and regulatory actions necessary to guide transit investments. Consistent with broader regional transportation system goals, the TMP will be a critical tool to the following preliminary goals:

- Use transit as a tool to meet the sustainability, growth management, economic development, and traffic mitigation goals of Spalding County and its municipalities
- Enhance livable communities where modes connect to facilitate seamless integration of the pedestrian, bicycle, and transit networks
- Balance system implementation with fiscal, operational and policy constraints
- Coordinate transit investments with state GDOT projects
- Be the basis for the transit component of each City's CTP
- Use transit to create a transportation system responsive to the needs of vulnerable populations and those for whom transit is a necessity (e.g., transit dependent individuals, youth, seniors, people with disabilities, low income populations)

The TMP will be informed by and respond to relevant regional travel patterns and connect with completed and ongoing regional planning initiatives such as the Atlanta Region's Plan.

IV. Background: Transit plans assist local governments by clearly defining county-wide goals, needs, and priorities, and a successful local transit program is critical. Identified priorities will form the basis for future funding requests during Transportation Improvement Program (TIP) and Regional Transportation Plan (RTP) update cycles. No RTP can be successfully implemented without local support for plan goals, programs, and projects. Transit plans shall be informed by existing county and city comprehensive plans, thereby strengthening the connection between land use and transit planning. TMP recommendations will clearly reference alignment with these aforementioned efforts. Additionally, TMP plans must address all Federally-mandated Planning Factors as outlined by the FAST Act.

V. Work Tasks:

All tasks will take into consideration current needs and priorities while developing a community driven, market-based transit master plan.

Task 1: Project Management and Stakeholder Engagement Plan

The outcomes of this task are establishment of a Project Management Team, development of a Project Management Strategy, and creating a Stakeholder Engagement and Outreach Strategy.

A kickoff meeting with Spalding County and ARC will be held to refine the scope of services and set expectations for the schedule, communication protocols, product deliverables, and project coordination. The input from the kickoff meeting will be used to develop a Project Management Strategy and the Stakeholder Engagement and Outreach Strategy. The Project Management Strategy will identify those agencies and organizations which must be involved in the overall direction of the plan development process due to the critical nature of their financial, technical, and/or political support. These key stakeholders will constitute the Project Management Team. The Project Management Strategy will establish protocols for communicating and sharing data, drafting materials for review, and developing other resources within the Project Management Team. A schedule for meetings of the team will be established and preliminary dates for key work task milestones and decision-making points will be defined.

In collaboration with project leaders and local representatives, a Stakeholder Engagement and Outreach Strategy will be developed that provides avenues for information-sharing and input from all affected stakeholders. Included will be a combination of interviews with each participating local government; a significant number and variety of public engagement and input opportunities hosted in each participating city and subareas of unincorporated county; targeted outreach meetings with key populations and stakeholders; and a robust messaging and digital outreach effort. The Stakeholder Engagement and Outreach Strategy will be developed and approved by the Project Management Team prior to significant work being undertaken on subsequent tasks. The strategy will identify key individuals, agencies and organizations whose participation will be critical in properly addressing the various elements and emphasis areas defined in the work program. Outreach techniques to effectively involve these stakeholders will be defined. The strategy will also establish how members of the general public will be engaged throughout the process and have the opportunity to contribute meaningful input prior to final decisions being made.

Deliverables:

- *Project Kickoff Meeting*
- *Project Management Strategy*
- *Stakeholder Engagement and Outreach Strategy*

Task 2: Public Outreach and Stakeholder Engagement

The most effective methods to involve a diverse range of the general public in the plan development process will be uniquely tailored via the Stakeholder Engagement and Outreach Strategy in Task 1. Specific direct engagement techniques, such as open houses, formal hearings, workshops, charrettes, surveys, advisory committees, and technical committees will be defined through consensus of the Project Management Team.

The public will be permitted the opportunity to provide input to be considered on development of the County's vision and goals and the needs assessment of the core elements of the Plan. The portfolio of techniques employed will be designed to maximize the potential for a broad range of the public to participate and add value to the planning process. Efforts to engage those community members who have traditionally been underrepresented in the transportation decision making process, or will be most directly impacted by recommendations, will be emphasized.

An early deliverable of engagement and outreach activities will be to define the desired long-term outcomes which implementation of the TMP will help support. These outcomes must support the regionally defined vision of world-class infrastructure, a competitive economy and healthy, livable communities, as outlined in The Atlanta Region's Plan Policy Framework adopted in August 2015. The regional vision will be scaled and interpreted as appropriate to be more directly applicable and responsive to the unique characteristics of the study area. The locally desired outcomes may be expressed in terms of a vision statement, goals, and objectives, or may use a different nomenclature which resonates more strongly with community members.

Information on the process, schedule, draft deliverables, final deliverables, and opportunities for engagement will be accessible at all times throughout plan development via a project website. Access to the site will be available through Spalding County's main website in a direct and logical manner.

The success of the TMP will depend heavily on the participation of affected stakeholders including elected officials, residents, property owners, transportation providers, advocacy groups, and business interests. The outreach and engagement process will seek to be inclusive, informative, collaborative, and will pursue collective agreement among stakeholders regarding the vision for economic development, community development, and transit in Spalding County and individual cities.

As part of the public outreach and engagement efforts, this task will require developing presentations and input activities that present analytical, technical findings in a clear, understandable manner. The use of visuals, maps, infographics, tables, case studies, and other user-friendly tools to make abstract concepts and future projections more relatable, understandable, and useful will be a necessity.

Interviews, Technical Committee meetings, and public engagement will be conducted. In addition to these, Task 2 will identify and reach out to special populations that are particularly impacted by this effort and/or underrepresented within the outreach meetings. Digital media distributed through county and city websites and social media accounts will be used to provide information to concerned stakeholders and community members.

Deliverables:

- *Statement of Desired TMP Outcomes*
- *Robust Community Engagement Opportunities*
- *Project Website*
- *Outreach and presentation materials*
- *Facilitation of public meetings*
- *Meeting summaries*
- *Summary of all written and verbal comments*
- *County wide Transit Vision*

Task 3: Analyzing Existing and Future Conditions

Using data and information gathered in Task 3, elements of the transportation system will be assessed to determine both existing and potential future conditions. The assessment process may use any combination of regional and local area travel demand models, analytical tools and methodologies which best suits the characteristics and issues of the study area and produces useful information in a cost-effective manner.

The use of scenarios which consider a range of possible alternative futures is encouraged. The scenarios may include various assumptions related to population and employment growth, land use patterns, technological innovations, and other possibilities. The assessment should consider regionally defined goals, objectives, and policies documented in The Atlanta Region's Plan Policy Framework.

In addition to data on transportation facilities and policies, Task 3 will include an assessment of how the County and its municipalities currently fund transportation. This will also incorporate transportation funding trends at the state and federal levels.

Task 3 will require an analysis of county-wide demographics and travel information provided by ARC and gathered from available information sets.

Deliverables:

- *Assessment of Current and Future Conditions with Funding Trends Analysis*

Task 4: Transit Service Needs and Market Analysis

With an understanding of travel patterns, demographics, and information from the community vision, stakeholders, and public input gathered through the first round of public engagement opportunities, Task 4 will identify markets and geographic areas where there is a demonstrated need for transit services.

A market analysis will be completed that:

- Examines current and forecasted population, employment, demographic, and socioeconomic characteristics (to be provided by ARC)
- Performs an assessment of study area specific and broader regional trip origins and destinations as they impact the study area based on data provided by the ARC
- Identifies major trip generators and attractors (activity centers) within or immediately adjacent to Spalding County
- Identifies activity centers where limited and strategic changes to the levels of density or changes to the jobs/housing balance might help create transit system demand; Identifies travel patterns and needs throughout the County, its municipalities and the region; assesses new markets based on local community and economic development plans of the County and cities
- Characterizes travel markets and trip types within the study area to reflect the individual needs of the communities
- Determines underlying transit demand throughout Spalding County and its adjacent areas
- Assess existing and future land uses in the study area and their ability to support various transit modes

The needs assessment will focus on internal needs (i.e. local circulation and travel beginning and ending within the study area) and external needs (i.e. travel with one end outside of the study area and opportunities to connect with the existing and planned regional transit system). The analysis will identify potential transit opportunities (e.g., transit such as local fixed route service, demand response, etc.) and their application within the study area.

Using this information, a Transit Needs and Market Analysis report will be developed that identifies short (1 to 5 years), medium (5 to 10 years) and long term (up to 2040) needs to meet future demand in the study area and emerging markets.

Preliminary transit needs and market analysis results will be reviewed with the Technical Committee. The team will then conduct a second round of public outreach and engagement meetings to review the community vision and summarize the market analysis and needs assessment findings with community members. The City of Griffin will be offered an opportunity to host a public meeting.

Public input from these meetings will be consolidated, reviewed with the Technical Committee, and utilized as an input into the development of service strategies.

Deliverable:

- *Draft and Final Transit Needs and Market Analysis Report*

Task 5: Development of Transit Service Strategies

This Task will use the transit needs and market analysis to project demand and recommend short, medium, and long-term service strategies that will support projected demand and address identified needs. This will require coordination with Spalding County staff and the Technical Committee to assess which service strategies should be realistically considered for

implementation. The agreed upon strategies will be further developed to determine feasibility and viability in terms of ridership, productivity, cost-effectiveness and stakeholder support, and determine order of magnitude operating and capital cost estimates.

Deliverable:

- *Draft and Final Service Strategies Technical Memo*

Task 6: Development of Transit Investment Scenarios

Based on the needs identified in Task 5, Task 6 will perform a financial analysis that includes the various costs, funding strategies, and options for all the service strategies proposed. The analysis will include the following components:

- Funding requirements including annual capital and operating costs
- Funding strategies and opportunities including potential local funding options

A comprehensive list of potential funding sources will be prepared to meet the funding requirements of each option and engage the Technical Committee in a discussion of their viability. Using this financial information, a spreadsheet-based financial model will be developed that integrates macroeconomic assumptions, transit system service levels, operating and maintenance (O&M) costs, capital cost for service strategies, and assumptions on project timing. The model will include a forecast of federal funding, potential funding from other sources, and revenue available through a potential Spalding County sales tax referendum.

Deliverables:

- *Draft and Final Transit Investment Scenarios Technical Memo*

Task 7: Transit Master Plan

This Task will prepare a Transit Master Plan (TMP) that summarizes all deliverables and final recommendations. The document will outline a clear implementation plan for policy and programmatic actions to support the development of sustainable transit services in Spalding County. The implementation strategy will assign roles and responsibilities and will include a range of funding scenarios and performance goals. The document will outline the planning process, public outreach and stakeholder engagement process, how the planning and outreach affected the planning process, the preferred transit investment scenario, funding plan, and implementation strategies. An executive summary will also be developed as a stand-alone document.

Coordination between Spalding County staff and its planning partners will work through the necessary reviews and approvals for adoption of the TMP. The adoption process could entail review and approval by several regional committees and boards prior to approval or acceptance by the Spalding County Board of Commissioners. Throughout the approval and review process, Spalding County will be responsible for compiling one set of comments reflecting the overall intent of the various planning partner's comments and resolving any conflicting viewpoints.

Upon or in conjunction with the completion of the Draft Transit Master Plan, one public information session or open house will be scheduled to provide an opportunity for public review and comment of draft findings and recommendations.

Deliverables:

- *Draft and Final Transit Master Plan*
- *Executive Summary*

Documentation

The use of innovative and creative approaches to documentation is encouraged. If hard copy documents are produced, Spalding County will be provided with one copy of each major interim deliverable and the final plan. If all documentation is web-based, relevant link(s) will be provided to Spalding County and the plan website will remain active for a minimum of five years or until the next update, whichever comes first. If it is desired to deactivate the site for any reason prior to either of these milestones, advance coordination with Spalding County is required so that electronic versions of plan documents can be archived appropriately.

To the extent possible assessment data, as well as the final project recommendations, should be mapped in ArcGIS. Relevant datasets will be provided to Spalding County. Mapped information developed in other software, whether conceptual in nature or geographically accurate, will also be provided, in either the original source format or exported into an intermediate format usable by Spalding County and ARC.

The minimum required deliverables, as defined in this work program and which will collectively be the TMP component of Spalding County CTP, are:

- Project Management Strategy
- Stakeholder Engagement and Outreach Strategy
- Assessment of Current and Future Conditions
- Transit Needs and Market Analysis Report
- Service Strategies Technical Memo
- Transit Investment Scenarios Technical Memo
- Spalding County Transit Master Plan
- Executive Summary

Any additional interim deliverables can be prescribed as required by the task. The final plan may be presented as a single document or as a collection of inter-related documents. While key findings, observations and conclusions of the interim deliverables will be integrated into the final plan document(s), the contents of those interim deliverables do not need to be replicated in their entirety. They may be included in the final document(s) by reference if desired.

A copy of any adopting resolution(s) will also be provided to ARC by Spalding County.

ATTACHMENT B

Compensation and Method of Payment

I. Compensation: The total cost of the Project (as described in “Attachment A”) is \$194,983. ARC’s compensation to the Subgrantee will not exceed 80 percent of the actual costs incurred. However, in no event will the total compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed the sum of \$155,987. All costs in excess of \$155,987 are to be paid by the Subgrantee.

A breakdown of this compensation is shown in Exhibit B-1, “Budget Estimate”, which is attached to and made part of this contract for financial reporting, monitoring and audit purposes.

II. Method of Payment: The following method of payment replaces that specified in the main body of the contract.

A. Progress Payments: The Subgrantee shall be entitled to receive progress payments on the following basis. As of the last day of each month during the existence of this contract, the Subgrantee shall prepare an invoice for payment documenting detailed activities completed for each task and costs incurred during the invoice period. This invoice shall be submitted to ARC along with the monthly report by the 10th of the following month. Any work for which reimbursement is requested may be disallowed at ARC’s discretion if not properly documented, as determined by ARC, in the required monthly narrative progress report.

Upon the basis of its audit and review of such invoice and its review and approval of the monthly reports called for in the paragraph concerning “Reports” in the main body of the contract, ARC will, at the request of the Subgrantee, make payments to the Subgrantee as the work progresses but not more often than once a month. Invoices shall reflect 100% of the allowable actual costs incurred, be numbered consecutively, and submitted each month until the project is completed. Reimbursement payments from ARC shall be at 80% of the approved invoiced costs.

Subgrantee’s monthly invoices and monthly narrative progress reports are to be submitted to the ARC Director or his authorized agent and must be received by him not later than the 10th day of the following month. ARC may, at its discretion, disallow payment of all or part of an invoice received after this deadline.

B. Final Payment: Final payment shall only be made upon determination by ARC that all requirements hereunder have been completed. Upon such determination and upon submittal of a final invoice, ARC shall pay all compensation due to the Subgrantee, less the total of all previous progress payments made.

Subgrantee’s final invoice and documents as described in “Attachment A, Task 7 – Draft and Final Master Plan” must be received by ARC no later than one month after the project completion date specified in Paragraph 3 of the contract. ARC may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.

III. Completion of Project: It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Subgrantee under this contract exceed \$155,987 that the Subgrantee expressly agrees that they shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, all of the work and services described in Attachment A.

IV. Access to Records: The Subgrantee agrees that ARC, the Concerned Funding Agency or Agencies and, if appropriate, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Subgrantee which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

The Subgrantee agrees that failure to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this agreement by ARC or such remedy as ARC deems appropriate.

V. ARC's Designated Agent. In accordance with Paragraph 5 of the main body of this contract, ARC's Director hereby designates ARC's Director of Center for Livable Communities, as his agent ("Cognizant Center Director") for purposes of this contract only, except for executing amendments hereto.

EXHIBIT B-1

Budget Estimate

Task 1	Project Management and Stakeholder Engagement Plan	\$1,200
Task 2	Public Outreach and Stakeholder Engagement	\$21,400
Task 3	Analyze Existing and Future Conditions	\$48,750
Task 4	Transit Service Needs and Market Analysis	\$39,000
Task 5	Development of Transit Service Strategies	\$32,300
Task 6	Development of Transit Investment Scenarios	\$19,500
Task 7	Transit Master Plan	<u>\$32,833</u>
Total Cost		\$194,983
ARC Share (80%)		\$155,987
Local Share (20%)		\$38,996

* Note: The estimates listed above are preliminary and actual costs by task may vary so long as the total contract value does not increase. Any change to the budget estimates shown above must be requested by email or in writing and approved by ARC's Cognizant Center Director.



SPALDING COUNTY BOARD OF COMMISSIONERS FY2021 Accountability Court Subgrant Award

Requesting Agency

County Clerk

Requested Action

Consider approval of the Subgrant Award from the Criminal Justice Coordinating Council for FY2021 funding of the Accountability Court in Spalding County.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

This is the grant that funds the Accountability Court.

Fiscal Impact / Funding Source

\$150,087 in Federal Funds with \$16,676 in matching funds from the court.

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Accountability Court Subgrant Award	7/9/2020	Backup Material

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL

REFERENCE NO.:01

SUBGRANT AWARD

SUBGRANTEE: Spalding County Board of Commissioners

IMPLEMENTING

AGENCY: Spalding County BOC

PROJECT NAME: Mental Health Court

SUBGRANT NUMBER: J21-8-082

FEDERAL FUNDS: \$ 150,087

MATCHING FUNDS: \$ 16,676

TOTAL FUNDS: \$ 166,763

GRANT PERIOD: 07/01/20-06/30/21

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

This Subgrant shall become effective on the beginning date of the grant period, provided that a properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council by July 30, 2020.

AGENCY APPROVAL

Jay Neal

Digitally signed by Jay Neal
DN: cn=Jay Neal, o=Criminal Justice Coordinating
Council, ou=Executive Director,
email=Jay.neal@cjcgc.ga.gov, c=US
Date: 2020.07.07 14:39:31 -04'00'

Jay Neal, Director
Criminal Justice Coordinating Council

Date Executed: 07/01/20

SUBGRANTEE APPROVAL

Signature of Authorized Official Date

Gwen Flowers -Taylor, Chairperson Spalding County BOC

Typed Name & Title of Authorized Official

58-6000886-001

Employer Tax Identification Number (EIN)

INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	01	1	07/01/20	9		**	J21-8-082
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	01				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Mental Health Court	624.41	\$ 150,087

CRIMINAL JUSTICE COORDINATING COUNCIL
State of Georgia – Accountability Courts

SPECIAL CONDITIONS

1. All project costs not exclusively related to activities of the funded accountability court must be approved with a Subgrant Adjustment Request, and only the costs of approved project-related activities will be reimbursable under the Subgrant Award.

Initials LH

2. The subgrantee must submit Subgrant Adjustment Request #1 with the completed award package. The adjustment request is accompanied by a detailed project budget that itemizes all projected expenditures as approved by the Council of Accountability Court Judges (CACJ) Funding Committee. This initial SAR is part of the grant activation process and enables the CJCC to initiate the grant. The project budget and summary will not be established, or officially approved, until the subgrantee receives a written approval notice from the Criminal Justice Coordinating Council. All project costs and project activities must coincide with the approved budget, summary, and implementation plan unless subsequent revisions are approved by the Criminal Justice Coordinating Council.

Initials LH

3. The subgrantee must submit subsequent Subgrant Adjustment Requests to revise the budget, project summary, and implementation plan prior to any substantial changes, but no later than 30 days prior to the end of the subgrant period.

Initials LH

4. The subgrantee agrees that no funds shall be expensed outside of the approved budget. In addition, any funds spent under this subgrant award must be expended by the grant end date and not encumbered.

Initials LH

5. The subgrantee agrees that at least 25% of the awarded funds will be spent in the first quarter, 50% in the second quarter and 75% in the third quarter. If this condition is not met, any unused remaining funds from that quarter will be retained by the Council to be managed by the CACJ Funding Committee.

Initials LH

6. Waivers for the above 25% expenditure requirement may be granted at the committee's discretion for the 1st and 2nd quarters only. If a waiver is granted, the funds held over to the next quarter must be spent in the next quarter.

Initials LH

7. This is a reimbursement grant. Requests for reimbursement must be made on a quarterly basis. Subgrant Expenditure Reports are due 15 days after the end of the reporting period. SERs may be submitted monthly.

Initials LH

8. The subgrantee certifies that state funds will not be used to supplant funds that would otherwise be made available for grant-funded initiatives. State funds must be used to supplement existing funds for program activities and not replace funds appropriated for the same purpose. Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the subgrantee will be required to document that the reduction in non-state resources occurred for reasons other than the receipt or anticipated receipt of state funds.

Initials LH

9. Statistical and/or evaluation data describing project performance must be submitted to Council of Accountability Court Judges (CACJ) on a quarterly basis using the prescribed format provided to the Subgrantee. Failure to submit all requested data on a timely basis will result in the withholding of grant funds on this subgrant and/or any other subgrant administered by CJCC until compliance is achieved. If reports are not received, funds for subsequent quarters may be rescinded.

Initials LH

10. The subgrantee certifies that 1) title to all equipment and/or supplies purchased with funds under this subgrant shall vest in the agency that purchased the property; 2) equipment and/or supplies will be maintained in accordance with established local or state procedures as long as the equipment and/or supplies are used for program-related purposes; and 3) once the project concludes and/or equipment is no longer utilized for its grant-funded purpose, the Criminal Justice Coordinating Council and the Council of Accountability Court Judges will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia.

Initials LH

11. If your court uses a CSB/DBHDD enrolled provider for treatment and receives specific contracted funds for mental health and/or addictive disease treatment court services, these funds have been awarded provisionally. Prior to use, the court must meet with the CSB/DBHDD enrolled provider to determine what services are billable and are not being provided. These funds should only be applied to services that are not billable by the CSB/DBHDD enrolled provider. The court should work to enter into agreement with the CSB/DBHDD enrolled provider that outlines billable and non-billable services.

Initials LH

12. All drug, veteran, mental health, family, and DUI courts must use a validated assessment tool approved by the Council of Accountability Court Judges. All courts are required to use evidence-based treatment modalities.

Initials LH

13. Subgrantees must comply with the training requirements as determined by the Council of Accountability Court Judges. All evidence-based training attendees will be required to sign and submit the Evidence-Based Training MOU upon registering for CACJ supported training sessions. The court shall implement the evidence-based treatment within 60 days of the training attendee achieving certification.

Initials LH

14. All evidence-based training attendees that achieve certification are subject to fidelity monitoring by the CACJ Treatment Support Fidelity Specialist and/or by comparable assigned staff. Subgrantees shall provide treatment scheduling documentation to CACJ to support the fidelity visit.

Initials LH

15. Subgrantees in receipt of funds to support participant treatment are subject to fidelity monitoring by the CACJ Treatment Support Fidelity Specialist and/or by comparable assigned staff. Subgrantees shall provide treatment scheduling documentation to CACJ to support the fidelity visit.

Initials LH

16. Subgrantees in receipt of funds to support internally provided, grant supported, evidence-based trainings must comply with the following: notify the CACJ of scheduled training sessions; enter into agreements with qualified

evidence-based facilitators; submit an evidence-based MOU for each attendee to the CACJ prior to the start of training session; and provide the CACJ with documentation of each attendee achieved certification.

Initials LH

17. CACJ may designate preferred vendors or suppliers of products or services that are either on state contract or with which the CACJ has an agreement or contract in place. Subgrantees may be required to utilize such contracts or agreements for designated products or services or be required to justify that their purchases are less costly.

Initials LH

18. Non-compliance with any of the special conditions contained within this document, by the authorized official, project officials and/or employees of this grant, will result in a recommendation to the CACJ Funding Committee that the award be rescinded.

Initials LH

19. Subgrantees must follow all accountability court standards as approved by the Council of Accountability Court Judges.

Initials LH

20. Subgrantees must abide by the Rules of the Council of Accountability Court Judges. Subgrantees are responsible for obtaining the current version of the Rules and ensuring that program activities operate in compliance with the Rules. The Rules, in their entirety, are incorporated herein by reference and compliance with the Rules is a condition of this grant. A failure to comply with the Rules may result in immediate rescission of a grant award. The CACJ is not required to follow the procedures outlined in Article 8 of the Rules (decertification procedures) when the subgrantee has failed to comply with these grant conditions.

Initials LH

21. Subgrantees must create and maintain a pandemic policy that outlines how the program will manage operations during a pandemic. This pandemic policy must include provisions for management of a second spike in disease prevalence, such as that anticipated by health experts later this year resulting from the spread of the novel coronavirus. Subgrantees must submit their pandemic policy to the CACJ no later than September 30, 2020. Instructions for submission will be circulated by the CACJ to subgrantees by August 1, 2020. The CACJ may distribute and/or publicly publish a program's pandemic policy as a sample policy to assist other programs across the state; however, the CACJ will contact the program for permission to publish before doing so.

Initials LH

Please be advised that failure to comply with any of the Special Conditions will result in material noncompliance with the Subgrant Agreement, thus subjecting the Subgrant Agreement to possible termination by the Criminal Justice Coordinating Council.



Authorized Official Signature

Date

Gwen Flowers-Taylor, Chairperson Spalding County BOC

Print Authorized Official Name

Title

CRIMINAL JUSTICE COORDINATING COUNCIL
SUBGRANT ADJUSTMENT REQUEST
FEDERAL GRANT #

ADJ REQUEST #: 1

REQUEST DATE: July 8, 2020

SUBGRANTEE: Spalding County Board of Commissioners

SUBGRANT #: J21-8-082

PROJECT NAME: Spalding County Accountability MH/VTC

NATURE OF ADJUSTMENT: ☒ REVISED BUDGET Go To SECTION I
Mark all that apply. ☐ PROJECT PERIOD AND/OR EXTENSION. Go To SECTION II
☐ PROJECT OFFICIALS/ADDRESSES. . . Go To SECTION III
Adjustments of each type ☐ PROJECT PERSONNEL. Go To SECTION III
shown should be entered ☐ GOALS AND OBJECTIVES Go To SECTION III
in the section indicated. ☐ OTHER. Go To SECTION III

MUST BE JUSTIFIED AND EXPLAINED THOROUGHLY IN SECTION IV.

SECTION I. REQUEST FOR BUDGET CHANGE - JUSTIFY IN SECTION IV.

	CURRENT APPROVED	REVISIONS +/-	REVISED BUDGET
PERSONNEL	\$ 166,763	-96,177	70,586
EQUIPMENT	0	0	0
SUPPLIES	0	+16,665	16,665
TRAVEL	0	+ 4,746	4,746
PRINTING	0	0	0
OTHER	0	+74,766	74,766
TOTAL	\$ 166,763	166,763	166,763
Federal	\$ 150,087	150,087	150,087
Match	\$ 16,676	16,676	16,676

SECTION II. REQUEST FOR CHANGE IN PROJECT PERIOD - JUSTIFY IN SECTION IV.

CURRENT GRANT PERIOD	REQUESTED GRANT PERIOD	FOR EXTENSION, # OF MONTHS:
Start Date: <u>07/01/20</u>	Start Date: _____	_____
End Date: <u>06/30/21</u>	End Date: _____	_____

NOTE: The maximum extension request cannot exceed 12 months.

SECTION III. REQUESTS FOR REVISIONS TO PROJECT OFFICIALS/ADDRESSES, PROJECT PERSONNEL, GOALS AND OBJECTIVES, AND/OR OTHER NON-BUDGET, NON-PERIOD CHANGES (JUSTIFY IN SECTION IV.)

Gwen Flowers-Taylor is the new Chairperson for the Spalding County Board of Commissioners and she is the new Authorized Official for the grant.

SUBGRANT ADJUSTMENT REQUEST

FEDERAL GRANT #

ADJ REQUEST #: 1

REQUEST DATE: July 8, 2020

SUBGRANTEE: Spalding County Board of Commissioners

SUBGRANT #: J21-8-082

PROJECT NAME: Spalding County Accountability MH/VTC

SECTION IV. JUSTIFICATION OF ALL REQUESTED ADJUSTMENTS, REVISIONS, AND/OR CHANGES

All requested adjustments in Sections I, II & III (page 1) must be justified in detail in this Section. Include item costs, descriptions, equipment lists, detailed explanations, and any other information that would further clarify and support your request for adjustment. Attach additional pages as needed.

Please accept the budget revision to activate the grant.

SUBMITTED BY:

_____	Chairperson, Spalding County BOC	_____
Signature of Financial Officer or Project Director	Title	Date

JCC ROUTING AND APPROVALS:	Approval	Disapproval	Reviewer Signature
Reviewed By:	_____	_____	_____
Authorized By:	_____	_____	_____

FY'21 Budget Detail Worksheet

Court Name

Spalding County Mental Health / Veterans Treatment Court

Budget Worksheet Category	Line Item Approvals	Line Item Totals
Personnel	Program Coordinator 47,382.00	\$70,586
	Coordinator benefits 23,204.00	
Contract Services	Law Enforcement 14,800.00	\$58,090
	Counselor 29,250.00	
	Lab Technician 14,040.00	
Drug Testing Supplies	Drug Testing Supplies 15,205.00	\$15,205
Other Costs	DBT Workbook 300.00	\$1,460
	Texas Christian Univ. Workbook 360.00	
	Seeking Safety Workbooks 600.00	
	Wellness Recovery Action Plan 200.00	
Equipment		\$0
In State Training and Travel	CACJ Conference 4,746.00	\$4,746
Transportation Funding	Transportation 0.00	\$0
		\$0
Total Budget Request:		\$150,087

\$16,676

Funding Committee Notes:

DESIGNATION OF GRANT OFFICIALS

LEGAL NAME OF AGENCY: Spalding County Board of Commissioners

PROJECT TITLE: Spalding County Mental Health/Veterans Treatment Court

GRANT NUMBER: J21-8-082

☐ Mr.

☒ Ms.

Leslie Heffron

PROJECT DIRECTOR NAME (Type or Print)

Coordinator, Spalding County Mental Health/Veterans Treatment Court

Title and Agency	Griffin, GA	30224
P.O. Box 1590		
Official Agency Mailing Address	City	Zip
770-467-8824	770-467-9986	
Daytime Telephone Number	Fax Number	
lheffron@spaldingcounty.com		
E-Mail Address		

☐ Mr.

☒ Ms.

Jinna Garrison

FINANCIAL OFFICER (Type or Print)

Administrative Services Director

Title and Agency	Griffin, GA	30223
119 E. Solomon St.		
Official Agency Mailing Address	City	Zip
770-467-4222	770-467-4227	
Daytime Telephone Number	Fax Number	
jgarrison@spaldingcounty.com		
E-Mail Address		

☐ Mr.

☒ Ms.

Gwen Flowers-Taylor

AUTHORIZED OFFICIAL (Type or Print)

Chairperson, Spalding County Board of Commissioners

Title and Agency	Griffin, GA	30223
119 E. Solomon St.		
Official Agency Mailing Address	City	Zip
770-467-4233	770-467-4227	
Daytime Telephone Number	Fax Number	
gflowers-taylor@spaldingcounty.com		
E-Mail Address		

CRIMINAL JUSTICE COORDINATING COUNCIL REIMBURSEMENT SELECTION FORM

SUBGRANT NUMBER: J21-8-082

AGENCY NAME: Spalding County Mental Health/Veterans Treatment Court

1. SELECT A SCHEDULE FOR SUBMITTING REIMBURSEMENTS (CHECK ONE BOX)

- ☐ **MONTHLY** (Requests for reimbursement are due 15 days after the end of the month)
- ☒ **QUARTERLY** (Requests for reimbursement are due 30 days after the end of the quarter)

2. SELECT A PROCESS FOR RECEIVING REIMBURSEMENT PAYMENTS (CHECK ONE BOX)

- ☐ **ELECTRONIC FUNDS TRANSFER** (Reimbursements will be deposited into the bank account listed below.
A voided check must be attached to ensure proper routing of funds.)

BANK NAME: _____

BANK ROUTING NUMBER: _____

BANK ACCOUNT NUMBER: _____

AGENCY CONTACT NAME: _____

AGENCY CONTACT
TELEPHONE NUMBER: _____

AGENCY AUTHORIZED
OFFICIAL NAME AND TITLE: _____

AGENCY AUTHORIZED
OFFICIAL SIGNATURE: _____

- ☒ **CHECK** (Reimbursements will be mailed in the form of a check to the address listed below)

MAILING ADDRESS: 119 E. Solomon St.

CITY, STATE & ZIP: Griffin, GA 30223

ATTENTION: Jinna Garrison

AGENCY AUTHORIZED
OFFICIAL SIGNATURE: _____

For CJCC Use ONLY

CJCC Auditor:	
Phone Number:	
Grant Award Number:	
GBI Entry Initial/Date:	



SUPPLIER (VENDOR) MANAGEMENT ADD/CHANGE FORM

The Vendor Liaison should submit this form to SAO Vendor Management Group for verification and approval. Agency Liaisons must complete Section 5 of the form to obtain approval. All necessary supporting documentation must be attached. (*Required fields)

SECTION 1 – SUPPLIER IDENTIFICATION (COMPLETE ALL APPLICABLE FIELDS)

☐ *NEW ☒ *EXISTING

*SUPPLIER NUMBER: _____ *FEI/SSN/TIN NUMBER: 58-6000886

*SUPPLIER NAME: SPALDING COUNTY

PAYMENT ALT NAME: (IF PAYABLE TO DIFFERENT NAME) _____

ADDRESS: P.O. BOX 1087

CITY: GRIFFIN STATE: GA ZIP CODE: 30224

COUNTRY: UNITED STATES DRIVERS LICENSE #: _____ DL STATE: _____

PRIMARY #: 770-467-4233 EXT: _____ SECONDARY #: _____ EXT: _____

LANDLINE ☒ CELL ☐ (USED FOR IDENTITY VERIFICATION)

FAX#: 770-467-4227 CONTACT EMAIL: ygarrison@spaldingcounty.com

SECTION 2 – BANK ACCOUNT INFORMATION (ATTACH COPY OF VOIDED CHECK OR SIGNED BANK LETTER)

(REQUIRED FOR ALL NEW SUPPLIERS OR CHANGES/ADDS FOR EXISTING SUPPLIERS)

ROUTING #: 061113415 BANK ACCOUNT #: 5147377578

☒ Check here if General Bank Account can be used by ALL State of Georgia agencies making payments.

☐ Check here if this account can only be used for SPECIFIC purpose. _____

Describe specific purpose

ACCOUNTS RECEIVABLE NOTIFICATION

PYMT REMIT EMAIL: _____ LOC#: _____
PYMT REMIT EMAIL: _____ LOC#: _____

I authorize the State of Georgia to deposit payment for goods and/or services received into the provided bank account by the Automated Clearing House (ACH). I further acknowledge that this agreement is to remain in full effect until such time as changes to the bank account information are submitted in writing by the vendor or individual named below. It is the sole responsibility of the vendor or individual to notify the State of Georgia of any changes to the bank account information. The State of Georgia independently authenticates bank account ownership.

Jinna Garrison for Spalding County

Printed Name of Company Officer

Signature of Company Officer

Date

SECTION 3 – SPECIFY TYPE OF ACTION (CHECK ALL THAT APPLY) REQUIRED

- | | | |
|--|---|---|
| <input type="checkbox"/> Classification Change | <input type="checkbox"/> Deactivate/Reactivate (Enter Justification in Section 4) | <input type="checkbox"/> 1099 Code _____ |
| <input type="checkbox"/> Name/FEI/TIN Change | <input type="checkbox"/> Add/Change Address Addr#: _____ | <input type="checkbox"/> Other (Details in Section 4) |
| <input type="checkbox"/> Bank Account Add/Change Loc#: _____ | <input type="checkbox"/> HCM Vendor | <input type="checkbox"/> Statewide Contract (SWC) |

Documentation for Vendor Name/FEI/TIN changes must include at least one of the following: IRS documentation (tax documents, FEI issuance letter, etc.); Confirmation from Secretary of State's office of legal name change; OR a newly completed W-9 form provided by the vendor.

BUSINESS CERTIFICATIONS – CHECK ALL THAT APPLY

MINORITY BUSINESS ENTERPRISE (51% Owned):

- | | | | | |
|--|--|--|---|--|
| <input type="checkbox"/> Small Business | <input type="checkbox"/> Women Owned | <input type="checkbox"/> Hispanic – Latino | <input type="checkbox"/> African American | <input type="checkbox"/> Native American |
| <input type="checkbox"/> GA Based Business | <input type="checkbox"/> Minority Business Certified | <input type="checkbox"/> Asian American | <input type="checkbox"/> Pacific Islander | <input type="checkbox"/> Not Applicable |

SECTION 4 – ADDITIONAL COMMENTS

SECTION 5 – STATE OF GEORGIA AGENCY LIAISON CONTACT INFORMATION (COMPLETED BY AGENCY LIAISON ONLY) ALL FIELDS REQUIRED.

By my signature, I certify that all reasonable effort has been made to submit information that is accurate, true, and is associated with the vendor name and Tax ID listed above.

Liaison Name: _____ Agency BU#: _____

Signature: _____ Date: _____

Email: _____ Phone: _____ Fax: _____

State Accounting Office Revised 08-14-2019

PERSONNEL ACTION FORM

Date 07/08/2020
Effective Date 07/01/2020

Location Spalding Co. Mental Health/Veterans Court

Please check correct category	
<input checked="" type="checkbox"/> Regular	<input checked="" type="checkbox"/> Grant
<input type="checkbox"/> Part-time	<input type="checkbox"/> Seasonal
<input type="checkbox"/> Temporary	<input type="checkbox"/> Instructor

NAME Heffron Leslie A. Employee I.D. 167
(Last) (First) (M.I.)

ADDRESS 102 Cynthia Circle Griffin GA 30224 Spalding
(#) (Street) (apt) (City) (State) (Zip) (County)

MAILING ADDRESS _____
(Leave blank if same as above)

ORGANIZATION Spalding County Mental Health/Veterans Court Mental Health Court
(Department name) (Project)

DATE OF EMPLOYMENT _____ RE-HIRE DATE _____ DATE OF BIRTH 06/05/77 PHONE# 770-467-8824

Check for change of ____ Name/Address/Zip Code ____ Telephone/Location ____ Organization	Previous _____ New _____
____ Appointment ____ Re-hire	POSITION TITLE _____ GRADE _____ ANNUAL & HOURLY PAY RATE _____ PREVIOUSLY EMPLOYED ____ YES ____ NO
<input checked="" type="checkbox"/> RATE CHANGE ____ FUND CHANGE ____ TITLE CHANGE ____ PROMOTION ____ TRANSFER ____ DEMOTION ____ PT/TEMP to FULL-TIME	ORG NO. & DEPT. NAME from _____ to _____ POSITION TITLE from _____ to _____ ANNUAL & HOURLY PAY RATE from _____ to _____ EXPLANATION _____ Releasing Dept. Signature _____ (transfers only) (forward to receiving department for approval below)
____ RESIGNATION ____ TERMINATION ____ DECEASED ____ RETIREMENT	POSITION TITLE _____ PENSION VESTED ____ YES ____ NO ANNUAL & HOURLY PAY RATE _____ AL DUE _____ COMP DUE _____ REASON _____ DID EMPLOYEE GIVE NOTICE? ____ YES ____ NO How much notice? _____ WOULD YOU REHIRE? ____ YES ____ NO If no, explain? _____

FOR HUMAN RESOURCES/PAYROLL USE ONLY:

EMPLOYEE# _____	PENSION DATE _____	_____
INCUMBENT _____	REVIEW DATE _____	(DEPARTMENT HEAD)
EEOC FUNCTION _____	EEOC CATEGORY _____	_____
CLASS CODE# _____	OVERTIME _____	(HUMAN RESOURCES DIRECTOR)
PROBATION ____ YES ____ NO	INSURANCE NOTIFIED _____	_____
LEAVE BENEFITS ____ YES ____ NO	OTHER RETIREMENT _____ FICA/MEDICARE _____	(FINANCE DIRECTOR)



SPALDING COUNTY BOARD OF COMMISSIONERS Public Defender's FY2021 Contract

Requesting Agency

County Clerk

Requested Action

Consider approval of contract with the Georgia Public Defender's Council, the Griffin Judicial Circuit Public Defender Office and the County of Spalding to provide Circuit Public Defender Services in Spalding County for FY 2021.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

This contract is for the full amount of the proposed budget for FY2021.

Fiscal Impact / Funding Source

General Fund - Approved in FY 2021 Budget

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> FY2021 Public Defender Circuit Contract	7/8/2020	Backup Material



**CONTRACT FOR INDIGENT DEFENSE SERVICES PROVIDED
BY THE GRIFFIN JUDICIAL CIRCUIT PUBLIC DEFENDER'S OFFICE
IN SPALDING COUNTY**

THIS AGREEMENT is entered between the Georgia Public Defender Council (herein referred to as GPDC), the Circuit Public Defender Office of the Griffin Judicial Circuit (herein referred to as the Public Defender Office), and the governing authority of Spalding County (herein referred to as the County), a body politic and a subdivision of the State of Georgia. This agreement is effective July 1, 2020.

WITNESSETH:

WHEREAS, GPDC, the Public Defender Office, and the County enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended; and

WHEREAS, GPDC exists under the laws of the State of Georgia; and

WHEREAS, the Public Defender Office exists under the laws of the State of Georgia and operates under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, GPDC is the fiscal officer for the Public Defender Office; and

WHEREAS, the County is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by GPDC. This system and this agreement include the following:

- 1) The provision by the Public Defender Office of the statutorily required services to the County;
- 2) The provision by the County of its pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- 3) The provision by the County of additional personnel; and
- 4) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, IT IS AGREED AS FOLLOWS:

ARTICLE 1: STATUTORY PERSONNEL AND SERVICES

Section 1.01: Statutory Staffing. The Public Defender Office agrees to provide for the Griffin Judicial Circuit the personnel required by O.C.G.A. Section 17-12-27 through 17-12-30 consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an additional juvenile and/or assistant public defender position authorized beginning FY 2019; an investigator; and, two (2) additional persons to perform administrative, clerical or paraprofessional services.

Section 1.02: Statutory Services. The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- 1) Felony and misdemeanor cases prosecuted in the Superior Court of Spalding County under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- 2) Hearings in the Superior Court of Spalding County on a revocation of probation;
- 3) Cases prosecuted in the Juvenile Court of Spalding County in which a child may face a disposition in a delinquency case of confinement, commitment or probation; and
- 4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

Section 1.03: Conflicts. The Public Defender Office and GPDC agree to provide for legal representation by an attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which the Public Defender Office has a conflict of interest, all pursuant to O.C.G.A. Section 17-12-22.

ARTICLE 2: PROVISION BY THE COUNTY OF ITS PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

Section 2.01: Office Expenses. The County understands and agrees to its obligation to pay a pro rata share of the operating expenses for the operation of the Public Defender Office as required by O.C.G.A. Section 17-12-34. To satisfy that obligation, the County agrees to the following: (a) the County shall pay its pro rata share of the operating and office expenses contemplated by and itemized in Exhibit A; and, (b) the County shall continue to provide and maintain office space in said county for the Public Defender Office and pay for any and all rent, repairs and maintenance, utilities, telephone, and internet expenses associated with the operation of that office in the county. The obligation under subparagraph (b) of this Section is in addition to the total amount paid by the County in Section 4.01.

Section 2.02: Procedure for Payment and Administration of office expenses. The Public Defender Office will select all vendors and enter into any financial obligations for all operating and office expenses contemplated by subparagraph (a) of Section 2.01 and contemplated by and itemized in Exhibit A. The Public Defender shall review and approve

all invoices submitted by any vendors with whom the office incurs expenses and shall otherwise review and approve payment of all financial obligations incurred by the Public Defender Office. Once reviewed and approved, the expenses shall be submitted to the accountant, Christopher H. Daniel, for review and payment in accordance with the existing or established procedures used in previous fiscal years. The accountant will issue checks for payment of the expenses approved by the Public Defender from the monies paid by the County under Section 4.01. The County will enter into financial obligations for all operating and office expenses contemplated by subparagraph (b) in Section 2.01 and will pay those expenses in addition to any amount paid by the County in Section 4.01.

ARTICLE 3: PROVISION FOR ADDITIONAL PERSONNEL

Section 3.01: Additional County-Funded Personnel. The County agrees that additional personnel are necessary to the operation of the Public Defender Office. The County agrees, ratifies and approves the hiring of additional personnel for the Public Defender Office, all pursuant to O.C.G.A. Sections 17-12-31 and 17-12-32. The County agrees to pay its pro rata share of the total salaries for additional personnel shown in Exhibit B. These personnel are in addition to the positions described in Article 1, Section 1.01 above. These positions will be funded by the County along with the other counties in the Griffin Judicial Circuit and will be administered by GPDC as contemplated in OCGA § 17-12-32. The additional personnel employed by the Public Defender Office are state employees in the unclassified service of the State Merit System of Personnel Administration with all benefits of state employees where provided by law. The additional personnel serve at the pleasure of the Circuit Public Defender of the Griffin Judicial Circuit. The Circuit Public Defender controls the hiring and firing of all additional personnel, including the filling of any vacancy that occurs in any position of employment of any additional personnel, subject to the rules, regulations, standards and policies of GPDC.

Section 3.02: Administrative Fee. The County understands and agrees that the amount paid and budgeted as salaries for the additional personnel includes a 5% administrative fee, which fee is determined by the total amount for all of the budgeted positions. Upon expiration or termination of this agreement, any unused portion of the administrative fee may be refunded to the County at the discretion of GPDC.

Section 3.03: Provision for Contract Attorneys. The County understands and agrees that the use of contract attorneys may be beneficial and necessary to the operation of the Public Defender Office to assist with caseloads and workloads of the office, especially in appellate and other post-conviction matters in which the Public Defender Office must provide representation. The County understands and agrees that the use of contract attorneys also provides a savings, especially as compared to hiring additional personnel. The County authorizes the Public Defender to contract with private counsel to provide representation, whenever the Public Defender deems it necessary and beneficial to the operation of its office and/or to the handling of its caseloads and workloads. The County authorizes the Public Defender Office to use funds paid under Section 4.01 to pay attorneys with whom it contracts for these purposes. All contract attorneys shall be independent contractors and not employees of the County, the Public Defender Office, or GPDC.

ARTICLE 4: MISCELLANEOUS

Section 4.01: Amount and Method of Payment. The County shall pay the total sum of \$450,585.00 as its pro rata share of salaries of additional personnel and other compensation and reasonable and necessary expenses for the operation of the Public Defender Office shown in Exhibits A and B and otherwise contemplated by this agreement. The County shall pay the Public Defender Office in quarterly installments. The quarterly payments shall be submitted to Christopher H. Daniel and Associates, P.C., 302 South 8th Street, P. O. Box 1585, Griffin, Georgia 30224, as the accountant for the Public Defender Office, for appropriate disbursement and/or payment of the aforesaid office expenses. The County agrees to pay the quarterly installments immediately upon receiving an invoice from said accountant.

Section 4.02: Term. The term of this agreement is 12 months beginning July 1, 2020 and ending June 30, 2021.

Section 4.03: Maintenance of effort. The County agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (the current fiscal year or the planned budget for the next fiscal year if that budget has already been developed), and that it will continue to provide, or otherwise pay its share of, the office space, equipment and operating expenses necessary to effectively operate the Public Defender Office at the level and in the manner provided in the previous fiscal year.

Section 4.04: Severability. Any section, subsection, paragraph, term, condition, provision or other part (herein after collectively referred to as “part”) of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal, or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Section 4.05: Cooperation, dispute resolution and jurisdiction. The parties agree to cooperate to revise this agreement to meet the needs of the Public Defender Office and to otherwise resolve any disputes about this agreement, as follows:

- (a) The Public Defender Office and the County acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.
- (b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.
- (c) This agreement and the rights and obligations of the parties are governed by, subject to, and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that the Superior Court of Fulton County, Georgia serves as the exclusive jurisdiction for contract actions against the state and its departments, agencies or authorities. The parties further acknowledge that the Fulton Superior Court has a court sponsored Arbitration and Mediation Program in which the parties agree to fully participate.

Section 4.06: Notice. Notice to any party to this agreement shall be made in writing. Notice shall be delivered by first class mail or personally to each party, as follows: (a) Notice to the Public Defender Office shall be delivered to W. Allen Adams, Circuit Public Defender, P. O. Box 1145, Thomaston, Georgia 30286; (b) Notice to the County shall be delivered to William Wilson, County Manager, Spalding County Courthouse Annex, 119 Solomon Street, Griffin, Georgia 30223; and (c) Notice to GPDC shall be delivered to Omotayo Alli, Executive Director, Georgia Public Defender Council, 104 Marietta Street, Suite 400, Atlanta, Georgia 30303.

Section 4.07: Entire Agreement; Modification. This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement; and, it supersedes all prior agreements, negotiations and communications between the parties with respect to the subject matter of this agreement. This agreement may be altered, amended or modified only by a subsequent written agreement of equal dignity, except that the parties' representatives identified in Section 4.06 may agree in writing by an exchange of letter or email to budget revisions that do not increase or decrease the total dollar value of the agreement. No modifications may be made without prior notice to and approval from all parties to this agreement.

Section 4.08: Termination. This agreement may be terminated due to non-availability of funds, for cause or for convenience, subject to certain obligations, all as provided below:

(a) For non-availability of funds. In the event that any source of funding for services provided by the Public Defender Office under this agreement (appropriations from the General Assembly of the State of Georgia or appropriations from a county governing authority) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the County accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of the reduction in State funds is conclusive. The certification by the County Administrator, the Chief Financial Officer, or the Chairman of the Board of Commissioners of the County of the occurrence of the reduction in County funds is conclusive. The County shall promptly notify the Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 4.09. In lieu of terminating this agreement, the County and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 4.07.

(b) For cause. This agreement may be terminated for cause, in whole or in part, at any time by either party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subparagraph, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subparagraph of this Section, the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the County no later than 30 days after the

effective date of written notice of termination, and the County shall pay the amount within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of termination, except as required under Section 4.09. The above remedies contained in this subparagraph are in addition to any other remedies provided by law or the terms of this agreement.

(c) For convenience. This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

(d) Post-termination obligations. After termination of this agreement pursuant to this Section, the Public Defender Office and the County agree to comply with the provisions of Section 4.09(b) and (c).

Section 4.09: Cooperation in transition of services. The parties agree to cooperate during any transition of services, as follows:

(a) At the beginning of the agreement. The County agrees upon the beginning of this agreement to cooperate as requested by the Public Defender Office to effectuate the smooth and reasonable transition of services for existing clients, if applicable. This includes but is not limited to the payment for continuation of representation by current counsel where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Public Defender Office client records.

(b) During or at the end of the agreement. The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the County to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The County shall compensate the Public Defender for all post-termination or post-expiration services under this subparagraph of this Section. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The County shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subparagraph survives the termination or expiration of this agreement.

(c) Statutory responsibility continuation. The Public Defender Office and the County acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended, and that the termination or expiration of this agreement does not relieve either party of their responsibility under the law. This subparagraph survives the termination or expiration of this agreement.

Section 4.10: Advance of Funds. To any extent the payment by the County of funding under Section 4.01 constitutes an advance of funds, the parties agree that advances of funds cannot remain outstanding following agreement termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

Section 4.11: Fiscal Year Rollover. The County acknowledges that state agencies have a fiscal year from July 1 to June 30 of each year. The County acknowledges that the obligations incurred by the Public Defender Office in one fiscal year generally continue into the next or future fiscal years; and otherwise, the County acknowledges that there are obligations that unexpectedly occur or increase during any given fiscal year. Due to the unique needs of the Public Defender Office and to insure that there is no interruption in the services provided by said office, the County authorizes the GPDC and/or the Public Defender Office to roll over remaining county funds from the end of one fiscal year to the start of the new fiscal year and to hold and to use those funds in any manner permitted under this agreement, in any future agreement, or as otherwise authorized by law. Provided however, and in the event that the Public Defender Office ceases operation in the County, all unexpended and unobligated funds held by the Public Defender Office shall revert to the party entitled to such funds. The Public Defender Office shall remit payment of any portion of any unexpended and unobligated funds to which the County is entitled within 30 days after ceasing to operate in the County. This subparagraph survives the suspension, termination and expiration of this agreement.

Section 4.12: Time. Time is of the essence.

IN WITNESS WHEREOF, the parties have affixed their signatures to this agreement to be effective as of July 1, 2020 for FY 2021.

CIRCUIT PUBLIC DEFENDER OFFICE
GRIFFIN JUDICIAL CIRCUIT:

SPALDING COUNTY:

_____(SEAL)
Circuit Public Defender or Authorized
Agent of Public Defender Office
Date Signed:_____

_____(SEAL)
Chairman of Board of County Commission
or County Administrator as Agent
Date Signed:_____

Witnessed and Attested by:

Witnessed and Attested by:

_____(SEAL)

_____(SEAL)

THIS AGREEMENT IS APPROVED BY THE GEORGIA PUBLIC DEFENDER
COUNCIL:

_____(SEAL)
Omatayo Alli, Executive Director, GPDC
Date Signed:_____

Witnessed and Attested by:

_____(SEAL)

ITEMIZATION OF OPERATING EXPENSES
FY 2021

<u>Item</u>	<u>Description</u>	<u>Amount</u>
511100	Supplemental Payroll	34,000
512200	FICA @ 7.65	2,601
512800	Court Reporters and Interpreters	1,825
521210	Contract Attorneys, Experts, Conflict Attorneys	117,980
522220	Office Equipment Maintenance	1,359
522225	Computer Equipment Maintenance	2,250
522300	Rentals (Equipment and Other)	17,468
523220	Postage	2,030
523500	Travel	-
523600	Dues and Subscriptions	17,496
523700	Education and Training	2,386
529000	Contractual Services	1,283,330
531100	Office Supplies	4,010
561600	Small Office Equipment	941
531700	Departmental Supplies	872
Total		<u><u>1,488,548</u></u>

EXHIBIT B

GRIFFIN CIRCUIT PUBLIC DEFENDER OFFICE								
Fiscal Year 2021: County Funded Positions								
Name	Full Time Salaries	Part Time Salaries	FICA 7.65%	Retirement 24.66%	Health Insurance 30.454%	Unemployment \$31 each	Admin Fee 5%	Grand Total
Full Time Contracted Positions								
Hudson, Laurie (Attorney)	\$ 3,000.00	\$ -	\$ 229.50	\$ 739.80	\$ 913.62	\$ 31.00	\$ 245.70	\$ 5,159.62
Blackston, Dwayne (Investigator)	\$ 41,496.00		\$ 3,174.44	\$ 10,232.91	\$ 12,637.19	\$ 31.00	\$ 3,378.58	\$ 70,950.13
Boyt, Jeffrey (Investigator)	\$ 43,280.00	\$ -	\$ 3,310.92	\$ 10,672.85	\$ 13,180.49	\$ 31.00	\$ 3,523.76	\$ 73,999.02
Carabajal, Jorge (Attorney)	\$ 68,064.00	\$ -	\$ 5,206.90	\$ 16,784.58	\$ 20,728.21	\$ 31.00	\$ 5,540.73	\$ 116,355.42
Stimpson, Falon (Attorney)	\$ 49,680.00	\$ -	\$ 3,800.52	\$ 12,251.09	\$ 15,129.55	\$ 31.00	\$ 4,044.61	\$ 84,936.76
Whitehead, Jin (Attorney)	\$ 49,200.00	\$ -	\$ 3,763.80	\$ 12,132.72	\$ 14,983.37	\$ 31.00	\$ 4,005.54	\$ 84,116.43
Deroth, Catherine (Attorney)	\$ 62,976.00	\$ -	\$ 4,817.66	\$ 15,529.88	\$ 19,178.71	\$ 31.00	\$ 5,126.66	\$ 107,659.92
Graddick, Leslie (Admin)	\$ 29,280.00	\$ -	\$ 2,239.92	\$ 7,220.45	\$ 8,916.93	\$ 31.00	\$ 2,384.41	\$ 50,072.71
Imhoff, William (Attorney)	\$ 62,976.00	\$ -	\$ 4,817.66	\$ 15,529.88	\$ 19,178.71	\$ 31.00	\$ 5,126.66	\$ 107,659.92
Kelley, Michael (Attorney)	\$ 65,040.00	\$ -	\$ 4,975.56	\$ 16,038.86	\$ 19,807.28	\$ 31.00	\$ 5,294.64	\$ 111,187.34
Ledbetter, April (Admin)	\$ 38,208.00	\$ -	\$ 2,922.91	\$ 9,422.09	\$ 11,635.86	\$ 31.00	\$ 3,110.99	\$ 65,330.86
Vacant Position (Tortorello)	\$ 48,720.00	\$ -	\$ 3,727.08	\$ 12,014.35	\$ 14,837.19	\$ 31.00	\$ 3,966.48	\$ 83,296.10
Richburg, Diana (Admin)	\$ 36,240.00	\$ -	\$ 2,772.36	\$ 8,936.78	\$ 11,036.53	\$ 31.00	\$ 2,950.83	\$ 61,967.51
Steen, Jeanne (Admin)	\$ 34,032.00	\$ -	\$ 2,603.45	\$ 8,392.29	\$ 10,364.11	\$ 31.00	\$ 2,771.14	\$ 58,193.99
Thompson, Kathhryn (Attorney)	\$ 57,504.00	\$ -	\$ 4,399.06	\$ 14,180.49	\$ 17,512.27	\$ 31.00	\$ 4,681.34	\$ 98,308.15
Total Full Time Salaries	\$ 689,696.00	\$ -	\$ 52,761.74	\$ 170,079.03	\$ 210,040.02	\$ 465.00	\$ 56,152.09	\$ 1,179,193.89
Part Time Contracted Positions								
Bischoff, James E. (Attorney)	\$ -	\$ 46,000.00	\$ 667.00	\$ -	\$ -	\$ -	\$ 2,333.35	\$ 49,000.35
Jeter, Carletha (Clerk)		\$ 15,000.00	\$ 217.50	\$ -	\$ -	\$ -	\$ 760.88	\$ 15,978.38
Walker, Yolanda (Clerk)	\$ -	\$ 15,000.00	\$ 217.50	\$ -	\$ -	\$ -	\$ 760.88	\$ 15,978.38
Middlebrooks, Bailey (Clerk)	\$ -	\$ 15,000.00	\$ 217.50	\$ -	\$ -	\$ -	\$ 760.88	\$ 15,978.38
Total Part Time Salaries	\$ -	\$ 91,000.00	\$ 1,319.50	\$ -	\$ -	\$ -	\$ 4,615.98	\$ 96,935.48
Total Salaries	\$ 689,696.00	\$ 91,000.00	\$ 54,081.24	\$ 170,079.03	\$ 210,040.02	\$ 465.00	\$ 60,768.06	\$ 1,276,129.36



SPALDING COUNTY BOARD OF COMMISSIONERS 2020-RES-013 Resolution for Moratorium - C-2 Manufacturing

Requesting Agency

County Clerk

Requested Action

Consider approval of Resolution to adopt a moratorium on the acceptance of an application for Rezoning, Permit Application for Improvement and/or Development and Request for Approval of Construction plans for certain properties currently zoned "C-2 Manufacturing" under the Zoning Ordinance of Spalding County.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Spalding County desires to briefly control and prohibit the development of manufacturing facilities and uses on properties zoned "C-2 manufacturing" in or near the residential "mill villages" until such time as appropriate zoning policies can be developed to protect the residential character of the "mill villages" and to address any incompatibility with zoning on the former textile manufacturing facilities which permits manufacturing uses as a matter of right.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
2020-RES-013 Mill Village Moratorium	7/20/2020	Resolution

**RESOLUTION TO ADOPT A
MORATORIUM ON THE ACCEPTANCE OF AN APPLICATION FOR REZONING,
AND/OR PERMIT FOR IMPROVEMENT AND/OR DEVELOPMENT OF CERTAIN
PROPERTIES CURRENTLY ZONED “C-2 MANUFACTURING” UNDER THE
ZONING ORDINANCE OF SPALDING COUNTY, GEORGIA**

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

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

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

WHEREAS, the Board of Commissioners of Spalding County, Georgia is also empowered with the authority and obligation to develop and prepare comprehensive land use planning within the boundaries of Spalding County, Georgia, and has adopted a comprehensive land use plan and future land use map for such development;

WHEREAS, the Board of Commissioners of Spalding County, Georgia has reviewed zoning classifications applied to the neighborhoods and areas located in the vicinity of properties on which former textile manufacturing mills and facilities were located, but which no longer exist;

WHEREAS, the Board of Commissioners of Spalding County, Georgia has determined that generally the properties on which former textile manufacturing mills and facilities were located are zoned “C-2 Manufacturing;”

WHEREAS, the Board of Commissioners of Spalding County, Georgia has also determined that properties on which former textile manufacturing mills and facilities were located lie in close proximity to residential dwellings that previously housed employees of thereof in residential areas commonly known as “mill villages;”

WHEREAS, the Board of Commissioners of Spalding County, Georgia has determined that the continued classification of the properties on which former textile manufacturing mills and facilities were previously located and which remain under the “C-2 Manufacturing” zoning classifications may now be developed with the uses permitted thereunder which are now incompatible with adjoining residential dwellings that comprise the “mill villages;”

WHEREAS, the Board of Commissioners of Spalding County, Georgia has determined that it is in the best interests of the citizens of Spalding County, Georgia for the adoption of appropriate zoning policies and decisions to protect the residential character of the “mill villages” and to address this incompatibility with zoning on the former textile manufacturing mills facilities which permits manufacturing uses as a matter of right; and

WHEREAS, the Board of Commissioners of Spalding County, Georgia desires to briefly control and prohibit the development of manufacturing facilities and uses on properties zoned “C-2 Manufacturing” in or near the residential “mill villages” until such time as appropriate zoning policies can be developed;

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

Section 1: Parcels and Properties Subject to this Moratorium. The following parcels and properties shall be subject to the restrictions and prohibitions set forth in this Moratorium:

- a. Any and all parcels and properties currently classified and/or zoned “C-2 Manufacturing” under the Spalding County Zoning Ordinance located on or abutting the following streets: High Falls Road, First Street, Second Street, Third Street, Fourth Street, Sixth Street, Crescent Avenue, Searcy Avenue, Park Avenue and Summit Street, and specifically including, but not limited to, the following parcels, as identified by the Spalding County Tax Assessor and shown on the Spalding County, Georgia tax maps with the following parcel numbers:

119-02047
120-02027
122-08011
122-08008
122-08007
122-07002
123-01008
123-01001
123-07008
123-11001
124-10004
124-10003
124-10006
124-10007
124-10001
124-10001A
124-01013
124-01012
124-01011
124-01010

124-01009
124-01008
124-01007
124-01006
124-01005
124-01004
124-01003
124-01014
124-01015
124-01002
119-02045
123-10003

- b. Any and all parcels and properties currently classified and/or zoned “C-2 Manufacturing” under the Spalding County Zoning Ordinance located on or abutting the following streets: Railroad Avenue, Cedar Avenue, Chestnut Street, Cheatham Street and Bleachery Street, and specifically including, but not limited to, the following parcels, as identified by the Spalding County Tax Assessor and shown on the Spalding County, Georgia tax maps with the following parcel numbers:

110-14016
110-14016A
109-02015
109-02001
109-02016A

Section 2: Enactment of a Moratorium on the Rezoning or Special Exception Approval.

The Board of Commissioners of Spalding County, Georgia hereby enacts and directs any and all applicable personnel and agencies of Spalding County, Georgia to enforce a moratorium on receipt, acceptance, consideration and approval of any application seeking the rezoning of property on any parcel or property identified in Section 1.

Section 3: Enactment of Permit and License Moratorium. The Board of Commissioners of Spalding County, Georgia hereby enacts and directs any and all applicable agencies of Spalding County, Georgia to enforce a moratorium on issuance of any new permits or licenses of whatsoever kind or nature for any improvement or activity on any parcel or property identified in Section 1.

Section 4: Enactment of Construction Plan Moratorium. The Board of Commissioners of Spalding County, Georgia hereby enacts and directs any and all applicable agencies of Spalding County, Georgia to enforce a moratorium on acceptance and approval of any construction plans for any improvement or activity of whatsoever kind or nature on any parcel or property identified in Section 1.

Section 5: Duration. The moratorium period, es extended, shall commence on Tuesday, July 21, 2020 at 12:00 a.m. and shall terminate on Thursday, January 28, 2021 at 11:59 p.m., unless further extended by the Board of Commissioners of Spalding County.

Section 6: Impact on Other Development Ordinances. The provisions of this resolution shall not restrict or prohibit any other development of any real property except that specifically stated herein.



SPALDING COUNTY BOARD OF COMMISSIONERS
2020-ORD-04 - Service of Process - Housing Violations

Requesting Agency

County Clerk

Requested Action

Consider approval on first reading a request to amend the Spalding County Code of Ordinances to provide for Service of Process of Housing Code Violations by OCGA 15-10-62(c).

Requirement for Board Action

Is this Item Goal Related?


Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

Description	Upload Date	Type
 2020-ORD-04 Service of Process-Housing Violations	7/15/2020	Ordinance

**BOARD OF COMMISSIONERS
SPALDING COUNTY, GEORGIA**

ORDINANCE COVER PAGE

Ordinance No.

**2020-ORD-04 SERVICE OF PROCESS-HOUSING VIOLATIONS –
TO AMEND PART IX –PUBLIC HEALTH, CHAPTER 3A, SECTION
9-3112 – JUDICIAL PROCEEDINGS; REPEALING CONFLICTING
ORDINANCES AND PARTS THEREOF; RESTATING THE CODE,
AS MODIFIED BY THIS ORDINANCE; AND FOR OTHER
PURPOSES..**

First Reading

June 20, 2020

Second Reading (adopted and approved):

August 3, 2020

**SPALDING COUNTY, GEORGIA
PUBLIC HEALTH ORDINANCE
ORDINANCE NO. 2020-ORD-04**

A RESOLUTION AMENDING THE CODE OF ORDINANCES OF SPALDING COUNTY, GEORGIA, AT PART IX – PUBLIC HEALTH, CHAPTER 3A. – SPALDING COUNTY MINIMUM HOUSING CODE AND ENFORCEMENT, TO AMEND SEC. 9-3112 – JUDICIAL PROCEEDINGS; REPEALING CONFLICTING ORDINANCES AND PARTS THEREOF; RESTATING THE CODE, AS MODIFIED BY THIS ORDINANCE; AND FOR OTHER PURPOSES.

**BE IT RESOLVED BY THE BOARD OF COMMISSIONERS FOR
SPALDING COUNTY, GEORGIA, AND IT IS ESTABLISHED AS FOLLOWS:**

Section 1. The Code of Ordinances of Spalding County, Georgia is hereby amended at PART IX – PUBLIC HEALTH, CHAPTER 3. – SPALDING COUNTY MINIMUM HOUSING CODE AND ENFORCEMENT, TO AMEND SEC. 9-3112 – JUDICIAL PROCEEDINGS, by amending Sec. 9-3112(a) as follows:

Sec. 9-3112. – Judicial Proceedings.

- (a) *Charge and summons:* If any owner, tenant or other person violates the provisions of this chapter, the zoning administrator shall be authorized to issue thereto a copy of charges and summons which direct their appearance before the ***Magistrate Court of Spalding County OR*** the State Court of Spalding County, at a specified time to answer such charge. Service of process of the charge and summons shall be accomplished as provided by state law, including O.C.G.A. § 41-2-12 ***and O.C.G.A. § 15-10-62.***

Section 2. The Code of Ordinances of Spalding County, Georgia is hereby amended at PART IX – PUBLIC HEALTH, CHAPTER 3. – SPALDING COUNTY MINIMUM HOUSING CODE AND ENFORCEMENT, TO AMEND SEC. 9-3112 – JUDICIAL PROCEEDINGS, by adding a new Sec. 9-3112(a.1) as follows:

Sec. 9-3112. – Judicial Proceedings.

(a.1) Service of process: As provided in O.C.G.A. § 15-10-62(c), after at least one failed attempt to personally serve any accused residing in the State of Georgia at the address of record of the accused as maintained by the Spalding County Tax Commissioner, or the accused's registered agent as maintained by the Georgia Secretary of State, any citation for or accusation of a violation of this Spalding County Minimum Housing Code may be served by:

- (1) Posting a copy of the charge and summons on the door of the premises where the alleged violation occurred;
- (2) Mailing a copy of the charge and summons by registered or certified mail or statutory overnight delivery to the owner of such premises at the address of record maintained by the Spalding County Tax Commissioner. The

certificate of mailing to the accused shall constitute prima-facie evidence of compliance with this section; and
(3) Filing a copy of the charge and summons with the clerk of the Spalding County Magistrate Court or the clerk of the State Court of Spalding County.

When service is perfected pursuant to this subsection (a.1) and the accused fails to appear for trial, an in-rem judgment and lien against the real property shall be the exclusive penalty.

Approved on first reading this 20th day of July, 2020

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Approved on second reading this 3rd day of August, 2020.

Gwen Flowers-Taylor, Chairperson

William P. Wilson, County Clerk