

# Agenda

## Board of Commissioners of Spalding County Regular Meeting August 3, 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**

Pastor Zachery Holmes with Grace Paradise Fellowship Baptist Church 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**

### **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 July 20, 2020 and the Spalding County Board of Commissioners Zoning Public Hearing on July 23, 2020.

### **VIII. CONSENT AGENDA -**

1. Consider approval on second 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).

### **IX. OLD BUSINESS -**

1. Reconsider approval of the 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.
2. Consider approval of revised Rosenwald School Renovation project concept and authorize solicitation of bids for construction.

### **X. NEW BUSINESS -**

1. Consider approval of a contract in the amount of \$1,864,500.00 with Ward Humphrey, Inc. the low bid for construction of the new Spalding County Animal Shelter.
2. Consider approval of a request from the Spalding County Sheriff's Office to declare surplus forfeited weapons, obsolete and irreparable weapons and to allow trade to a licensed Federal Firearms Dealer.
3. Consider approval of contract amendment with Charles Abbott Associates Inc.
4. Consider approval of resolution to contract with the Ga Dept. Of Human Services for the CSBG CARES Act Program.
5. Consider appointment to the Griffin-Spalding Land Bank Authority to fill the unexpired term of Shirley Gardner to expire on December 31, 2020.
6. Consider recommendation of The Parks and Leisure Services Advisory Commission to modify the Festival of Lights event into a drive through holiday lights concept at City Park.
7. Consider cancellation of the September 7th Board of Commissioners Regular Meeting due to observance of the Labor Day Holiday.

**XI. REPORT OF COUNTY MANAGER**

**XII. REPORT OF ASSISTANT COUNTY MANAGER**

**XIII. REPORT OF COMMISSIONERS**

**XIV. CLOSED SESSION**

**XV. ADJOURNMENT**



**SPALDING COUNTY BOARD OF COMMISSIONERS**  
**Grace Paradise Fellowship Baptist Church**

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**Requesting Agency**

County Clerk

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**Requested Action**

Pastor Zachery Holmes with Grace Paradise Fellowship Baptist Church will deliver the Invocation.

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**Requirement for Board Action**

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**Is this Item Goal Related?**

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**Summary and Background**

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**



**SPALDING COUNTY BOARD OF COMMISSIONERS**  
**Commissioner Bart Miller, District #4**

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**Requesting Agency**

County Clerk

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**Requested Action**

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

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**Requirement for Board Action**

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**Is this Item Goal Related?**

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**Summary and Background**

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**



## SPALDING COUNTY BOARD OF COMMISSIONERS

### Approval of Minutes

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**Requesting Agency**

County Clerk

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**Requested Action**

Consider approval of minutes for the Spalding County Board of Commissioners Extraordinary Session on July 20, 2020 and the Spalding County Board of Commissioners Zoning Public Hearing on July 23, 2020.

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**Requirement for Board Action**

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**Is this Item Goal Related?**

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**Summary and Background**

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

Approval

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**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> 2020-7-20 Extraordinary Session Minutes	7/27/2020	Backup Material
<input type="checkbox"/> 2020-7-23 Zoning Public Hearing Minutes	7/30/2020	Backup Material

## MINUTES

**The Spalding County Board of Commissioners held their Extraordinary Session in Room 108 of the Spalding County Annex on Monday, July 20, 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 Assistant County Manager, Michelle Irizarry, County Attorney, James Fortune, Citizen Engagement Specialist, Rachel Conort and Kathy Gibson, Executive Secretary to record the minutes. County Manager, William Wilson was absent from the meeting.**

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

**PLEASE SILENCE YOUR CELL PHONES AND ALL OTHER ELECTRONIC DEVICES.**

**II. INVOCATION**

Commissioner James Dutton, District #2 delivered the Invocation.

**III. PLEDGE TO FLAG**

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

**IV. PRESENTATIONS/PROCLAMATIONS**

**V. PRESENTATION OF FINANCIAL STATEMENTS**

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

Jinna Garrison, Administrative Services Director, stated that the financial statements are through the month of June and there will be a number of adjustments to these numbers before we will have the final financial statement for June, 2020. The numbers will change because we continue to pay invoices for FY2020 through the middle of August and we will not have a final until after the audit is complete.

***Motion/Second by Johnson/Dutton to accept the financial report for the twelve-month period ending June 20, 2020. Motion carried unanimously by all.***

**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.

No one signed up to speak.

## 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.

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

## VIII. OLD BUSINESS – None.

## IX. NEW BUSINESS -

1. Consider approval of New 2020 Alcohol License for retail sale of beer and wine for
  - (a) Jay Mahakali 1080, Inc. dba Valero Food Mart, 2995 N Expressway, Griffin, GA 30223- Ruchitkumar J Patel, Owner

Ms. Irizarry stated that all documents have been received by Community Development and all criteria has been met for the issuance of this license. Staff recommends approval.

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

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.

Ms. Irizarry advised that our Community Development Director, Deborah Bell would review this application.

Ms. Bell stated there has been some issues with building permits on this property, they initially obtained the permits, but didn't follow up with the proper inspection procedures and they made some changes/additions to the building. Community Development had been attempting to contact the property owner, prior to this request to bring them into compliance. Several letters were sent to the owner, but hadn't been successful in reaching them. The letters were returned. When they applied for this request, it gave us a new address with updated contact information and we were able to reach the property owner and let them know that they would need to resubmit a building permit for all of the structures, including the additions that were made from the original permits. Which they have done; however, because the work has already been done and some of the things that the building inspectors would inspect are covered up, we have required they get an engineer's letter from a private engineer to a sign-off on the things that the Building Inspectors would normally inspect during the build process. So, we need a private engineer's certification that these things were done and done correctly, and they have used the proper materials for the project.

Community Development is recommending conditional approval of the Amplification Permit pending receipt of the Engineer's Letter. At this time, we have not received the letter, so the Building Officials have not been out to do a formal inspection of the property and we can't issue a Certificate of Occupancy without the letter and inspection. Additionally, because some of the additions made for the structure, the Building Official has requested that they provide us

a survey of the property showing the footprint of all the structures.

Ms. Bell stated that even though we cannot close out their permit completely, the Building Official did agree that if the letter could be received from the private engineer assuring the buildings are up-to-code, the Amplification Permit can be issued; however, the Certificate of Occupancy would be held until a new survey can be received from the owner.

Ms. Bell advised that they have requested the engineer's letter in hand by July 22<sup>nd</sup>, so the Amplification Permit can be picked up on July 24<sup>th</sup>.

Commissioner Dutton asked how the two things were connected?

Ms. Bell advised that it is a matter of safety. The Certificate of Occupancy has not been issued and we do not know if the structures are safe, issuance of an Amplification Permit would be condoning having an event on the property.

Commissioner Flowers-Taylor then asked when the amplification permit was applied for?

Ms. Irizarry advised that the permit was applied for on July 2<sup>nd</sup> and the date of the event is July 25<sup>th</sup> from 4:00 p.m. – 9:00 p.m.

Commissioner Flowers-Taylor then asked why last year the Board was able to approve two amplification permits for this location. Why was the Board not notified of the problem prior to these events?

Mr. Bell stated that the first building permit was issued in 2014 with a second being issued in 2016. She stated she doesn't know the full history of why these permits weren't closed out previously, but one of the building inspectors went by and noticed some activity and notified her office of the activity. This is the first time she has had any dealings with this property since coming to Spalding County. She was notified by the building inspector that the structures had never received their proper inspections. Then we realized there was a series of problems, because they had done some additions outside of the original scope of the permits. The first permit was for a large barn for horses and the second was permitted as a covered arena. However, there has been a bedroom and a bathroom installed in the primary barn and a deck has been added. Those two things were not permitted, and no one ever modified the building permit or called in for any additional inspections.

Ms. Bell stated that we are aware of a situation where we don't have a properly inspected building and we don't want to issue the permit amplification without the engineer's' letter, so our approval of the amplification permit would be conditional upon the receipt of the engineer's letter which is related to the safety concern. She then added that she doesn't feel it unreasonable to have a sleeping area and a bathroom in a large barn, but we want to make sure that it is not being utilized as a continuous residence. You may have situation where you need to keep an eye on a horse overnight, so you need somewhere to stay. She doesn't feel it is an inappropriate addition to have, they just didn't get it permitted.

Mr. Fortune stated that 12-15 years ago, Spalding County was sued because there was a barn built on somebody's property which was never inspected, and that barn collapsed on a woman and nearly killed her. He stated that he is pointing this out because if we have buildings where you can't see the footings, or other items that the Building Inspectors would look for, he would suggest that the Board wait on the engineer's letter because they may have a problem finding a engineer to certify the construction of this building.

Commissioner Flowers-Taylor then stated that staff's recommendation is conditional approval on receipt of the engineer's letter. We know that it hasn't



been inspected and there is a certain obligation that we should be doing something until this structure is verified.

Ms. Bell stated the advisory letter stated that they need to bring the building into compliance. It asked that the owner come in and work with us to bring the property into compliance, whatever the violation may be. As a rule, we won't progress to citations or other measures if the property owner is making an effort to work with us on it.

Mr. Fortune stated that since the building doesn't have a Certificate of Occupancy if there were people in the building other than Mr. Colon, arguably law enforcement could say this building doesn't have a CO, he can't occupy it. That is what a CO is for. He stated he is not Mr. Colon's attorney, but if it was him, he would take steps to make sure that nobody got into the building until it was certified by a CO and an engineer's letter stating it is stable.

Mr. Colon then stated that he was going to try to explain everything. Humberto Colon, 1650 Walkers Mill Road, Griffin, GA. He advised that at this time every one of the buildings have a permit. The only thing he doesn't have is a final inspection, but he has been doing everything that has been asked of him. As a matter of fact, it was Friday when Community Development advised he needed a letter from an engineer, and he is working on obtaining the letter. He stated he could provide the letter within 2 days. He stated he had never gotten a final inspection because he was not finished. He didn't know the permit had expired. He advised that he had requested a final inspection and he was told that the permit had expired, and he would need to come in and pull another permit. He stated he has been trying to do everything the way it is supposed to be. The only mistake he made was he didn't know that the permits expired.

Chairperson Flowers-Taylor stated she doesn't have a problem with the recommendations from the staff. If there is a letter from the engineer stating the building is safe, then we will come and inspect the building and make that determination, but we can't do it until then.

Ms. Bell advised that is why they recommended that they have the engineer's letter in hand by the 22<sup>nd</sup>, so that the Building Inspector can go, and she has spoken with Brett Hanes about this and he concurred that they could go on Friday and do the final inspection, so they could be issued a permit if the Board approves it.

***Motion/Second by Dutton/Johnson to approve an amplification permit request from Mr. Humberto Colon to hold his 50th Birthday Party at his property located at 1650 N. Walkers Mill Road with condition as stated by staff. Motion carried unanimously by all.***

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

Ms. Irizarry stated this is a request from Pulte Homes for the final plat approval that has been received by Community Development. Staff recommendation is approval, all criteria has been met for approval of this final plat.

***Motion/Second by Johnson/Dutton to approve the final plat for Sun City Peachtree Subdivision – Pod 7. Motion carried unanimously by all.***

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

Ms. Irizarry stated that Ms. Debbie Bell would address this agenda item.

Ms. Bell stated they do have the right-of-way deed for the extension of Little Gem Court. It will not be recorded until after the final plat is recorded because

reference is made in the deed to the plat book and page. We do have the legal description and it does reference the plat book and page number.

***Motion/Second by Johnson/Dutton to approve acceptance of Right-of-Way Deed for the extension of Little Gem Court in Pod 7 (Sun City Peachtree). Motion carried unanimously by all.***

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

Ms. Irizarry advised that Sylvia Hollums, Tax Commissioner, is here to answer any questions the Board may have. This is an agreement for new software for the Tax Commissioner's Office and it was budgeted for FY2021.

***Motion/Second by Dutton/Johnson to approve a Master Software Agreement with Nitorco Inc. and Spalding County for new software for the Spalding County Tax Commissioner's Office. Motion carried unanimously by all.***

6. Consider approval of low bid in the amount of \$1,859,897.80 from E R Snell Contractor Inc for the 2020 LMIG Resurfacing Projects.

Ms. Irizarry advised this is the low bidder for the 2020 LMIG resurfacing projects. E.R. Snell was the low bidder, Paragon has recommended this contractor and staff recommends approval.

***Motion/Second by Johnson/Miller to approve the low bid in the amount of \$1,859,897.80 from E R Snell Contractor Inc for the 2020 LMIG Resurfacing Projects. Motion carried unanimously by all.***

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

Ms. Irizarry advised that ARC would provide \$155,987 toward the funding of this project and the additional amount is \$38,996 which will be provided by the 2016 SPLOST. Staff recommends approval.

Chairperson Flowers-Taylor stated that she attended the GSATC meeting and this plan that we are asking for is what we were asking for at the retreat. We wanted to look at whether or not there was potential for us to provide transportation from one end of the county to the other, or from the other end of town to the Industrial Park. That is the whole purpose of this study that ARC is going to help us with; however, she thinks it is vital to have the information from the study before we try to do a transportation SPLOST. It came up in the meeting that if we have to have the study before we are ready to do a transportation SPLOST, then we might need to look at the dates again. That includes our having a meeting with the City to talk about projects.

She then stated there are only certain dates you can have a TSPLOST referendum in the coming year, March and November. Then the next time will be during a regular election year, so we need to figure this out. The other part of this story is the Freight Cluster Study which is going to talk about bringing the truck route up I-75 and then the I-75 Corridor which we are trying to get them to look at doing an interchange closer to us, instead closer to SR138. Part of what the lady at GDOT said was getting a competitive grant and getting approval to have the funding will depend on preparation on the other end. So, you may be able to get a stop on a commuter rail, but how are the people going to get to the commuter rail station which is where local transit will come in.

Commissioner Flowers-Taylor then stated that we have kind of set a date of March for one of the SPLOSTs and November for the other and we need to look

at changing that, cause we have to have this study. We need to look once and for all at how feasible it would be for us to have some local transportation. We will then be able to tap into the 5307 or 5311 funds that we have for transit.

Ms. Irizarry advised that based on the retreat and goals the dates would be March 2021 for the TSPLOST and November 2021 for the SPLOST. There are a lot of things we need to consider. She stated she would find out when it would be completed and let the Board know.

Chairperson Flowers-Taylor then asked the Board what they would like to do. Do we want to set up a meeting with the City to determine if we are going to have a TSPLOST and when we are going to have one?

Commission Dutton stated we need to do whatever we need to do to get all of the information. We don't want to have the problems we want to have with our current SPLOST. If we need to put off the TSPLOST, we need to put it off.

#### UBGRANT 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 seq.) 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 Investments 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 10<sup>th</sup> 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	\$32,833
<b>Total Cost</b>	<b>\$194,983</b>
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.

***Motion/Second by Dutton/Johnson to approve an agreement with the Atlanta Regional Commission to develop a Spalding County Transit Master Plan. Motion carried unanimously by all.***

Ms. Irizarry then asked since we are approving to move forward with the Transit Master Plan, does the Board want her to set up some dates with the City once she finds out from Paragon how long the study will take so that we can have those talks.

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

Ms. Irizarry stated this is a continuance of the grant that funds the Accountability Court in Spalding County. The grant of \$150,087 funded by Federal Funds and \$16,676 is funded by the County.

***Motion/Second by Dutton/Johnson to approve the Subgrant Award from the Criminal Justice Coordinating Council for FY2021 funding of the Accountability Court in Spalding County. Motion carried unanimously by all.***

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.

Commissioner Dutton asked the specifics of this: Are we voting to pick who will provide the service for Spalding County.

Ms. Irizarry advised it was the funding and the funding was approved in the Budget.

Commissioner Dutton stated then that this doesn't select who it is it simply funds an already predetermined arrangement? He didn't know if he needed to recuse himself.

***Motion/Second by Johnson/Dutton to approve the 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.***

After consideration, Commissioner Dutton stated he thinks this is approving the contract; therefore, he will need to recuse himself and withdraw his second due to a conflict of interest.



## 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 8<sup>th</sup> 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 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 5<sup>th</sup> 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)

***Motion/Second by Johnson/Miller to approve the 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. Motion carried 3-0-1 (Dutton).***



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.

Ms. Bell advised the properties that are zoned C-2 were originally part of the mill manufacturing complexes in the County. Residential Mill Villages were built up around those complexes. With the mills gone, there is some concern that many of the uses that are allowed in C-2 Zoning are no longer compatible with the surrounding residential. C-2 has some pretty heavy duty uses with manufacturing traffic and things like that. What this would do is temporarily control and prohibit the development of manufacturing facilities on the C-2 properties. The moratorium would allow some time to develop some zoning policies near and within the residential mill villages.

Commissioner Dutton stated that his concern is by putting a moratorium on just some of the C-2's as oppose to a moratorium on all C-2 properties in town until we figure this out.

Ms. Irizarry advised that these are areas of C-2 that are surrounded by residential, which is more of an issue. These are surrounded by all residential opposed to other C-2 Zonings within the County.

Chairperson Flowers-Taylor stated that particularly in the east Griffin area, every piece of property over there is residential that was built by the mill was put into a commercial district. So, all of the property, even the mill houses that were built are in a Commercial Zoning. Now the mills are gone and people are wanting to come there and put in all kinds of businesses right in the middle of where these people are living. We looked at this because one of the biggest problems in our County surrounds the mills that were here. That is why these particular areas were chosen, at some places they have already torn the mill down. We didn't have anything that said you need to tear the building down and grade it, they took all of the good stuff down and just left a stub up there. That is the reason for wanting to pick these two areas, because we know they are densely populated. At some point, we may need to look at other mill areas, but right now these areas are very densely populated and it's not fair for somebody to come in next to a residential lot and because it is C-2 they can put a garage there or a motorcycle shop or whatever.

Commissioner Dutton stated he is in favor of doing what we're doing, his problem is only doing it in certain areas instead of putting a moratorium on all C-2 zonings throughout the entire county all at once. So that we can come up with a plan to deal with it. He feels the same issues in these areas could be said to be the same issues in any other C-2 zoning, so he's not sure why we won't expand it to all the C-2's around the County and look at dealing with everything at one time.

Chairperson Flowers-Taylor advised that the detriment to that is if there is someone who wants to do something in a C-2 zone and they want to do something that meets the C-2 criteria, they will have to wait.

Ms. Bell stated that she felt the motion could be amended to include all C-2 areas in the County.

Mr. Fortune stated that when you do that, you run into the unintended consequences. From the tax map number provided, we know where this is and there is a good reason to do it; however, if you want to extend that it could present a problem.

**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.

***Motion/Second by Dutton//Johnson 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 with the change to include all the properties currently zoned C-2 Manufacturing throughout the County for a period of six months. Motion carried unanimously by all.***

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).

Ms. Irizarry advised this would help out both Code Enforcement and Community Development in some of the blighted areas. At this time, Code Enforcement and Community Development have problems contacting the owners of these properties because they may live out-of-state or they cannot be located. What this amendment does is it allows the citations to be heard in either Magistrate or State Court and it also provides for process of service whereas if they cannot serve the owner in person they have three other options: (1) putting a copy of charge and summons on the door of the premise, (2) sending it via certified mail or (3) filing a copy of the summons and charge with the Clerk of Spalding County Magistrate or the Clerk of the State Court of Spalding County. It provides more options for getting in touch with the owners of some of these properties that have held us up in the past.

Mr. Fortune advised that this amendment would require a second reading at the first meeting in August.

***Motion/Second by Dutton/Johnson to approve on first reading an amendment to the Spalding County Code of Ordinances to provide for Service of Process of Housing Code Violations by OCGA 15-10-62(c). Motion carried unanimously by all.***

**X. REPORT OF COUNTY MANAGER** – None.

**XI. REPORT OF ASSISTANT COUNTY MANAGER**

- SPLOST collections for May 2020 were \$965,289.03 bringing the average monthly collections to \$773,694.30.
- Census Update – Our Citizen Engagement Specialist, Rachel Conort, is collaborating with the City of Griffin in their second Saturdays in July, August and September for the Census. They are also planning some larger events in the areas where we haven't had a good turn-out. They are also partnering with City Church to do some things as well. There are a lot of partnerships and collaborations going on. We are trying to get the word out on the Census. She will be publishing it on Facebook, so if anyone has not liked the Spalding County site, please do.

Ms. Conort has also done a Census video with the Spalding County Firefighters, which is on the Facebook page as well. A lot of good information has been going out with the Census.

- Building Permits for June were 19, with the average square footage being 2,872 square foot.
- Chairperson Flowers-Taylor talked about getting in touch with the City of Griffin to discuss TSPLOST and she will get to that this week.
- EMA has been assisting the Department of Public Health on Wednesday with a Pod set up behind the Department of Public Health for COVID testing from 9:00 a.m. – 3:00 p.m. You can make an appointment on line for this testing, it is a drive through pod.
- EMA is also working on an updated test for infectious disease plan.
- This past Saturday they held the second Lions Club Food Drive at City Park.
- The Fire Department will be holding an Instructor Firefighter course with Spalding County and the City of Griffin.
- The four recruits who attended the Public Safety Training Center have all graduated and are joining our team at Spalding County. We have just added four additional recruits to begin training on 7/21.
- Fire and several other departments are working with the United Way Allocations Team. They are helping the United Way insure the funding is going to places that deserve it and need it.
- Auburn University opened back up on July 1. There will be three transports to be spayed and neutered through the Foundation in the month of July. We also contracted with HELP Spay and Neuter and they are coming about twice a month to pick up animals. We got behind during COVID but we are stepping back up with the spay and neuter. Last month, they were at a 6% ethnicization rate which is amazing.

## **XII. REPORT OF COMMISSIONERS**

**Bart Miller** – No Comments.

**Rita Johnson** –Encouraged everyone to look at the Spalding County Facebook page. She congratulated Rachel Conort, she has liked a lot of the information she has added to the page and shared a good bit of the information. If you haven't seen the video that was done regarding the collection centers, she encourages everyone to go in and look at it, it was very good. She added that she hasn't seen as many complaints on Facebook regarding the Collection Centers, since the video was released.

She wanted to say great job to Sheriff Dix for everything that he is doing within the community. She watched the 20/20 Special, she knows it was tough and a lot of work went into that. We appreciate you and the work you have done.

**James Dutton** – He wanted to remind everybody about the second Saturday and the Farmers Market here in town on Friday at the Kiwanis Fairgrounds

from 9 a.m. until noon.

He then stated there is so much good stuff going on in our community. Our State Court is the model of efficiency as far as how to run a remote courtroom. Judge Thacker and Patrick Shephard have gone above and beyond in accommodating everyone. They do morning and afternoon sessions and they split them up into two days so there is actually four court dates instead of being one so everyone is spread out.

Commission Dutton then stated that the hardware being utilized by State Court is a pre-production model. The company that created it, out of Norway, has only actually made 5 of the units and of the 5: one went to Facebook, one went to LinkedIn, one went to a large Wallstreet Bank, one went to Ford and one went to Spalding County. Now all of the other Courts are asking how they can do this in a timely manner. Judge Thacker's courtroom is the model that other courts are emulating. Liberty Technology has bent over backward to make that happen.

Spalding County's response to COVID and to the unrest in the Country right now has been to come together as a community and he couldn't be prouder. It is because of the leadership within this community. For example, the special on 20/20, we have a cold case that was solved because of the current leadership that said we are not going to let this continue without being addressed. We're going to deal with it. He can't be prouder of the Sheriff's Office and the District Attorney's Office. He couldn't be prouder of our town and he wishes everywhere else in the world could see what we are doing and could catch the same fire and passion about justice and everyone coming together as a community.

**Gwen Flowers-Taylor** – Advised that as an order of business, we have an Ethics Complaint from Mr. Solomon. We have to set a date to let the Board address receiving that complaint. She suggested that we do it at the next meeting.

Mr. Fortune stated that the matter will be simple, it will be taking all the facts if true would it be a prima facie violation of the Ethics Ordinance. It requires three positive votes to move it on further in the ordinance. If it doesn't receive three votes it goes no further.

***Consensus of the Board is to place this item on the Agenda for Thursday, July 23<sup>rd</sup>, at the Zoning Public Hearing.***

Chairperson Flowers-Taylor stated that there really isn't such a thing as a good ethics ordinance, she has never known a politician that would vote on something that was going to hurt them. However, when we created this ordinance it was based on three on the panel in agreement, based on a five-commission panel. She doesn't know it should be any different now, but going forward we need to look at this. In that since, if we can't get three people together and this ordinance is based on a board of five, then that person's concerns basically do not get heard. That is her concern, she knows we will never have a perfect ethics ordinance, but she feels it is a dis-service because we have had two people on the board at one time who did have ethics complaints against them at the same time. This is something we need to look at in the future.

Chairperson Flowers-Taylor then stated that she had a totally different feeling after the 20/20 Special aired. She stated that Spalding County is usually only noted for the bad things that happen. We don't get recognized for the kid who was valedictorian and slept in their car for the last two years, we get the uncomplimentary stuff. But, just as an individual what she felt after seeing this program was, this is a town that she lived in, this is the town that she grew up in. She's not saying that she was oblivious to the kind of danger here, but it was alarming to her to know that not only black people were afraid of the Klan, but white people were afraid of them as well.

Chairperson Flowers-Taylor stated that she is happy that the picture that documentary painted was of a progressive community that is facing its demons.

None of us are who we were 20 years ago, none of us are who we were 40 years ago, and she is evidence that anybody can change, but it does give her hope. However, it brought to light how really bad it was. She didn't realize how bad it was because she didn't have those experiences herself. It is very sobering, and she can now understand why the younger generation of kids, not just black kids but white kids and others are asking us why we can't see it. She stated that she has to ask herself why it is so easy for them to see it. She simply stated she wanted to say she was very happy it brought to light where we are today. She felt the people were very honest about their feelings and it showed to her that this is a very forgiving community.

Chairperson Flowers-Taylor then asked if the Detention Center is up to staff yet?

Sheriff Dix advised they are currently six down. Considering they went from a high of 23 vacancies, they are making progress. They are heading in the right direction.

She then asked about the Fire Department staff?

Ms. Irizarry advised there will only be a couple of vacancies once the four who just graduated come onboard full time.

Chairperson Flowers-Taylor stated that this time last year when we were starting the first phase of the pay program and the incentive program the Sheriff's Office had approximately 23 vacancies and the Fire Department had almost the same amount?

Ms. Irizarry advised that the Fire Department had at least 15 vacancies at the time.

Chairperson Flowers-Taylor then asked about Public Works.

Ms. Irizarry stated that Public Works is fully staffed at this time.

Chairperson Flowers-Taylor then stated that we can say the pay plan and incentive program has been successful. We have accomplished what we had hope to do.

**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 Zoning Public Hearing in Room 108 of the Spalding County Annex on Thursday, July 23, 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, Zoning Attorney, Newton Galloway, Community Development Director, Debbie Bell 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.

Chairperson Flowers-Taylor stated at this time she would entertain a motion to amend the agenda.

***Motion/Second by Dutton/Johnson to amend the agenda to hear Item #1 under Other Business prior to starting the Public Hearings for consideration this evening. Motion carried unanimously.***

### **IV. PUBLIC HEARINGS**

Note: Persons desiring to speak must sign in for the appropriate application. When called, speakers must state their names and addresses and direct all comments to the Board only. Speakers will be allotted three (3) minutes to speak on their chosen topics as they relate to matters being considered by the Board of Commissioners on this Agenda. No questions will be asked by any of the commissioners during citizen comments. Outbursts from the audience will not be tolerated. Common courtesy and civility are expected at all times during the meeting.

### **V. NEW BUSINESS**

1. **Application #20-04S:** Christopher M. Bassett, Owner - 129 Orchard Drive (14.33 acres located in Land Lot 47 of the 2nd Land District) - requesting a Special Exception to allow a general home occupation in the AR-1 District.

Deborah Bell, Community Development Director, stated this is a Special Exception Request, for the property owner's wife to have a single-chair hair salon. She would be the sole stylist for the business, they have met all of the zoning requirements. There were concerns regarding the accessory building they plan to place on the property would have the proper set-back of 5' from the property. We asked that they locate the property line and make sure the building meets the set-back requirements. Staff recommends approval with the three conditions noted:

- a. All areas related to the home occupation shall comply with all applicable building codes and be inspected and approved prior to the approval of a business license.
- b. A building permit is required for the accessory structure.



- c. Property owner must locate the exact property line on the south side of the lot in order to accurately site the assessor structure.

Mr. Wilson advised there was one person signed up to speak. Mr. Chris Bassett.

**Christopher Bassett**, 129 Orchard Drive, Griffin stated he didn't have anything he wanted to say, he advised he was here this evening to answer any questions the Board may have regarding the request.

***Motion/Second by Dutton/Johnson to approve Application #20-04S: Christopher M. Bassett, Owner - 129 Orchard Drive (14.33 acres located in Land Lot 47 of the 2nd Land District) - requesting a Special Exception to allow a general home occupation in the AR-1 District with conditions as recommended by staff. Motion carried unanimously by all.***

2. **Application #20-06Z:** Marksmen Real Estate, LLC, Owner - Howard Johnson, Agent - 2342 North Expressway (1.156 acres located in Land Lot 102 of the 3rd Land District) - requesting a rezoning from C-1, Highway Commercial, to C-1B, Heavy Commercial.

Ms. Bell stated that this request is to rezone the building which formerly housed Bulldog Tire. The applicant stated that they wanted to have automotive repair and sales at the location. The Planning Commission did have some concerns and recommended several conditions. Staff did recommend approve with the Planning Commission conditions.

Commissioner Dutton then asked if it wasn't already a mechanic's shop?

Ms. Bell advised that the property has been vacant for over a year, so it lost the grandfathering status.

Commissioner Flowers-Taylor stated that her concern is with the outside storage. The request starts off they are wanting to do auto repair, but it finishes up by stating they will be selling cars. That is a concern for her on 19-41. We have a problem when we allow people to do that, the property becomes a car lot and it ends up out on the right of way with stuff parked everywhere. She then asked if there was a difference in C1 and C-1B in what you can and can't store outside?

Ms. Bell stated there was a similar discussion during the Planning Commission and the Planning Commission approved this application with the following conditions:

- a. All outdoor storage shall be neat and orderly.
- b. There shall be no junked, abandoned or wrecked vehicles stored on the property.
- c. All site lighting shall be structured so as not to glare onto adjacent properties.
- d. All vehicles shall be parked on designated paved areas and not on grassed areas.
- e. Business shall not use the right-of-way for display of vehicles.

Ms. Bell stated there were concerns that a vehicle may come in for repair and the owner then not have the funds to get the vehicle back right of way. The applicant stated that they did have a roll-off and they would take those vehicles to another location so they would not be storing any vehicles that the services had not been paid for on that property.

Chairperson Flowers-Taylor stated that this property was grandfathered under a C-1B.

Ms. Bell stated that they had been grandfathered under a C-1B zoning; however, they lost that grandfathered status to conduct a C-1B qualifying business in C1 because the license lapsed for over 12 months.

Mr. Wilson stated that what Chairperson Flowers-Taylor is stating is we don't want this area to look like the area currently across from Cronic Chevrolet.

Chairperson Flowers-Taylor stated her other concern is that the Special Exception stays with the property. There are other businesses that can be run in C-1B as well.

Commissioner Dutton then asked if there would be any way to attach a condition along with the staff recommendations.

Newton Galloway, Spalding County Zoning Attorney, advised that a condition limiting the use to the use proposed in the application could be assigned to the application along with the conditions recommended by staff and the Planning Commission.

**B. Frank Harris**, 1881 S. 6<sup>th</sup> Street, Griffin advised that he is on the Spalding County Planning Commission and he is glad to see the Commissioners concerned about what is going on, on the north end of town. This was a very unusual application in that the owner of the property did not appear for the hearing on the application during the Planning Commission hearing. The tenant did and the only thing that was of concern is the tenant could be gone within 12 months and all the things that they said they were going to do may or may not happen. We haven't been very prudent in past years on the north end because we had some fairly loose commercial zoning that was passed in order to encourage commercial development and tentatively help the tax digest. He feels it would be very prudent for the Planning Commission to consider submitting to the Board some changes on the commercial classifications on the north end, because there are some that are a little too loose, but they are what we have to work with right now. Mr. Harris stated that they are mandated to consider the applications and make recommendations to the Board of Commissioners and he just wanted the Board to know they are very interested in seeing this happen.

***Motion/Second by Johnson/Dutton to approve Application #20-06Z: Marksmen Real Estate, LLC, Owner - Howard Johnson, Agent - 2342 North Expressway (1.156 acres located in Land Lot 102 of the 3rd Land District) - requesting a rezoning from C-1, Highway Commercial, to C-1B, Heavy Commercial with conditions as recommended by staff and the Planning Commission:***

- a. All outdoor storage shall be neat and orderly.***
- b. There shall be no junked, abandoned or wrecked vehicles stored on the property.***
- c. All site lighting shall be structured so as not to glare onto adjacent properties.***
- d. All vehicles shall be parked on designated paved areas and not on grassed areas.***
- e. Business shall not use the right-of-way for display of vehicles and with the additional condition that the use for the property be limited to the use as proposed in the application. Motion carried unanimously by all.***

*Consensus by the Board is to look at the zoning for all of these type corridors*

*coming into the County.*

3. **Amendment to UDO #A-20-06:** Article 23. Official Zoning Map - Section 2302:E - semi-annual adoption of official zoning map in revised Geographic Information Systems (GIS) platform as applicable to unincorporated Spalding County.

Ms. Bell stated this is presentation of the official zoning map that includes any changes for the year up to the end of June. This is the formal adoption of the updated zoning map.

IN RE:

***Text Amendment #A-20-06***

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; and

WHEREAS, the Board of Commissioners of Spalding County, Georgia enacted the current Zoning Ordinance of Spalding County, Georgia on January 4, 1994 and has amended said Ordinance subsequently; and

WHEREAS, the Zoning Administrator, in conjunction with the Planning Commission, has deemed it advisable to recommend amendment to a portion or portions of the Zoning Ordinance of Spalding County; and

WHEREAS, such proposed text amendment to the Zoning Ordinance of Spalding County was reviewed by the Spalding County Planning Commission, and a hearing on the text amendment was conducted by the Board of Commissioners of Spalding County, Georgia on July 23, 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; and

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: A new paragraph shall be added to Section 2302(E) of “Official Zoning Map Spalding County, Georgia (Official Map)” of the Zoning Ordinance of Spalding County as follows:

A new Official Map was adopted on July 23, 2020, which will replace the previous Official Map.

Section 2: The Chairman of the Board of Commissioners of Spalding County, Georgia is directed and authorized to execute such notice of the amendment to the Zoning Ordinance of Spalding County, Georgia.

Section 3: The Zoning Administrator is authorized and directed to enter such notice of the amendment to the Zoning Ordinance of Spalding County, Georgia accordingly.

Section 4: The foregoing amendment of the Zoning Ordinance of Spalding County, Georgia shall become effective immediately upon adoption of this resolution.

Section 5: All Ordinances or resolutions in conflict herewith shall be and are hereby repealed.

***Motion/Second by Dutton/Miller to approve the Amendment to UDO #A-20-06: Article 23. Official Zoning Map - Section 2302:E - semi-annual adoption of official zoning map in revised Geographic Information Systems (GIS) platform as applicable to unincorporated Spalding County. Motion carried unanimously by all.***

**VI. Other Business:**

1. Consider establishing a date to review an Ethics Complaint filed by William A.B. Solomon and Janice M. Solomon.

*This item was addressed prior to hearing discussing new business per a motion and second by the Board of Commissioners.*

Mr. Wilson advised that staff is suggesting Monday, August 3<sup>rd</sup>, at 9:00 a.m. or 3:00 p.m. or Monday, August 17<sup>th</sup>, at 9:00 a.m. or 3:00 p.m. to hear this complaint. These are our regular meeting dates next month.

***Motion/Second by Johnson Miller to designate August 3<sup>rd</sup>, 2020 at 3:00 p.m. as the date and time to review an Ethics Complaint filed by William A.B. Solomon and Janice M. Solomon. Motion carried unanimously by all.***

**VII. CLOSED MEETING – None.**

**VIII. ADJOURNMENT**

***Motion/Second by Johnson/Miller to adjourn the meeting at 6:27 p.m. Motion carried unanimously by all.***

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



## SPALDING COUNTY BOARD OF COMMISSIONERS

### 2020-ORD-04 - Service of Process - Housing Violations

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**Requesting Agency**

County Clerk

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**Requested Action**

Consider approval on second 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).

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**Requirement for Board Action**

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**Is this Item Goal Related?**

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**Summary and Background**

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**Fiscal Impact / Funding Source**


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**STAFF RECOMMENDATION**

Approval

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**ATTACHMENTS:**

Description	Upload Date	Type
 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..**

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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.

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Approved on first reading this 20<sup>th</sup> day of July, 2020

.  
Approved on second reading this 3<sup>rd</sup> day of August, 2020.

\_\_\_\_\_  
Gwen Flowers-Taylor, Chairperson

\_\_\_\_\_  
William P. Wilson, County Clerk





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

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**Requesting Agency**

County Clerk

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**Requested Action**

Reconsider approval of the 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.

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**Requirement for Board Action**

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**Is this Item Goal Related?**

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**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.

This Moratorium was voted on with conditions at the July 20th Extraordinary Session and staff is requesting the Board reconsider the conditions.

---

**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

Reconsideration of the Memorandum in its original format and to rescind the moratorium approved at the July 20, 2020 meeting.

**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 Rosenwald School Design

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### Requesting Agency

County Clerk

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### Requested Action

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

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### Requirement for Board Action

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### Is this Item Goal Related?

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### Summary and Background

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### Fiscal Impact / Funding Source

2016 SPLOST funding was approximately \$1M. As discussed at the 2020 retreat 2008 SPLOST funds of \$2.3M can be used for funding this project and the 2016 funds can be used for other Heritage Park projects.

---

### STAFF RECOMMENDATION

Approval of concept and authorization to move forward with completing plans and specifications and bid project for construction.

### ATTACHMENTS:

Description	Upload Date	Type
<input type="checkbox"/> Cost Estimate	7/30/2020	Backup Material
<input type="checkbox"/> Concept Plan	7/30/2020	Backup Material
<input type="checkbox"/> Rosenwald Building layout	7/30/2020	Backup Material

**HERITAGE PARK  
ROSENWALD SCHOOL BUILDING RENOVATION  
COST ESTIMATE  
July 30, 2020**

ITEM DESCRIPTION	ITEM TOTAL
SITWORK	\$250,000.00
RENOVATE EXISTING ROSENWALD SCHOOL BUILDING INTERIOR AND EXTERIOR	\$1,600,600.00
ARCHITECTURAL FEES/ENGINEERING FEES/CONSTRUCTION MANAGEMENT	\$130,000.00
<b><i>SUBTOTAL</i></b>	<b><i>\$1,980,600.00</i></b>
10% CONTINGENCY (BASED ON CONSTRUCTION / SITWORK ITEMS ONLY)	\$185,060.00
<b><i>TOTAL CONSTRUCTION</i></b>	<b><i>\$2,165,660.00</i></b>

\* This estimate conforms to local contracting prices and local standards. Federal historic preservation standards based on Section 106 of the National Historic Preservation Act were not used as a basis for this estimate.

**CONCEPT ESTIMATE**

**JULY 30, 2020**





## HERITAGE PARK

SHEET:  
CONCEPTUAL  
MASTERPLAN

DRAFT

Project No. 18156.00	Issue Date: MARCH 2019
Drawn By: JLB	Checked By: CNP

SHEET 1 OF 4

( IN FEET )  
1 inch = 30 ft

No.	Revisions:	Date
1.	DRAFT	3/7/2019



The floor plan of the Rosenwald School is divided into several functional areas:

- Classrooms:** There are four classrooms, each containing desks and a chalkboard. The classrooms are labeled "CLASSROOM" and "CLASSROOM".
- Office:** An "OFFICE" is located in the top left corner.
- Utility:** A "UTILITY" room is located in the bottom left corner.
- Restrooms:** Restrooms for "MALE" and "FEMALE" are located on the right side of the plan.
- Other Areas:** A "LOBBY/GIFT SHOP" is located in the bottom right corner. There are also "CLOSET" areas and "CHAULK BOARD" labels.

Key features and annotations include:

- "EXISTING EQUALIZATION BUILDING NO WORK" (top left)
- "NEW RAMP" (bottom left)
- "NEW RAMP, STOOP + STEPS ASSEMBLY" (bottom left)
- "REMOVE EXISTING ENCLOSED CONNECTOR" (bottom left)
- "REMOVE ADDED EXIT DOOR AND PATCH TO MATCH TYP. @ 4." (bottom center)
- "REPLACE EXTERIOR STEPS" (middle right)
- "RENOVATE INTERIOR AS PER NEW RESTROOMS" (bottom right)
- "EXISTING CHIMNEYS TO REMAIN" (middle right)



## SPALDING COUNTY BOARD OF COMMISSIONERS Animal Shelter Construction - Contract

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**Requesting Agency**

County Clerk

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**Requested Action**

Consider approval of a contract in the amount of \$1,864,500.00 with Ward Humphrey, Inc. the low bid for construction of the new Spalding County Animal Shelter.

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**Requirement for Board Action**

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**Is this Item Goal Related?**

No

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**Summary and Background**

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**Fiscal Impact / Funding Source**

The 2016 SPLOST allocated \$1.185M for the renovation of the existing Animal Shelter. After extensive review it was determined that it would be more cost effective to construct a new shelter then renovate the old shelter. The BOC authorized the demolition of the RYDC building and authorized architectural design and engineering for a new shelter at that location. It was estimated that the cost for the new shelter would be in the \$1.8 to \$1.9M range. Qualified low bid for this project is \$1.864,500. Staff recommends utilizing 2016 SPLOST excess proceeds for the additional funding needed to complete this project.

---

**STAFF RECOMMENDATION**

Approval

---

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Spalding County Animal Shelter Recommendation	7/30/2020	Backup Material
<input type="checkbox"/> Spalding County Animal Shelter Bid Evaluation	7/30/2020	Backup Material

July 29, 2019

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

Re: Spalding County Animal Shelter Bid Evaluation

Dear William:

Paragon Consulting Group (PCG) has reviewed the bid packages submitted on July 22, 2020 for the above referenced project. PCG has reviewed the administrative documents of the low bidder and found they comply with the stipulations set forth in the instructions provided to all bidders of record. In addition, Pond and Company, the project architect, has evaluated the bidding documents as described in the attached letter.

Based on the bids received, PCG recommends Spalding County award the Animal Shelter project to Ward Humphrey, Inc. for a contract amount of \$1,864,500.00, which consists of the base bid of \$1,843,000.00 and add alternates totaling \$21,500.00. A bid summary 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

Attachment: Bid Summary

**SPALDING COUNTY ANIMAL SHELTER  
BID SUMMARY  
JULY 22, 2020**

	<b>Diversified Construction of Georgia, Inc.</b>	<b>Jerry L. Johnson and Associates, Inc.</b>	<b>Quality Construction by McLeroy, Inc.</b>	<b>Tommy Gibson Builders, inc.</b>	<b>Ward Humphrey, Inc.</b>
BASE BID	NON RESPONSIVE	\$ 1,856,451.00	\$ 1,892,278.00	\$ 1,893,474.00	\$ 1,843,000.00
ADD ALTERNATES	NON RESPONSIVE	\$ 110,220.00	\$ 11,480.00	\$ 12,401.00	\$ 21,500.00
DEDUCT ALTERNATES	NON RESPONSIVE	\$ (51,253.00)	\$ (150,400.00)	\$ (133,349.00)	\$ (106,500.00)



3500 Parkway Lane, Suite 500  
Peachtree Corners, Georgia 30092

T: 678.336.7740 | F: 678.336.7744  
www.pondco.com

28 July 2020

William Wilson, County Manager  
Spalding County  
119 E. Solomon Street  
P.O. Box 1087  
Griffin, Georgia 30223

RE: PROJECT NO. 1200399, BID NO: 2020-00107, Spalding County Animal Shelter\_Bid Evaluation

Dear Mr. Wilson,

Bid packages from the five (5) lowest bidders for the above referenced project were received by Pond on 22 July 2020. Upon receipt, and per the request of Spalding County, we began the process of evaluating the bids to ensure compliance with the project scope and costs that reflected all work associated with the bidding documents. Our initial evaluation revealed the apparent low bidder, Diversified Construction, had not completed the section of the Bid Form under Article 3, 3.01, A, acknowledging receipt of the two (2) Addenda issued via the procurement site. This omission renders their bid incomplete. This shifted our evaluation to the next apparent low bidder, Ward Humphrey, Inc. Our review of their bid is summarized below.

Our review of the line items contained in the bidder's submitted *4.02 Bid Form* revealed four (4) line items L, Q, R, and S that did not show values. We flagged this for discussion with the bidder to ensure coverage of these scope items. Line items L and Q are not applicable and were included in the *Bid Form* erroneously. The bidder confirmed scope for line items R and S, Water Supply and Treatment and Waste-Water Disposal and Treatment respectively, are covered in sections T and AA of the *Bid Form*. There are no apparent omissions in scope based on our preliminary review of this form and subsequent discussions.

We also contacted three (3) of the references provided by Ward Humphrey Inc. and were able to speak with them on 28 July 2020. These three representatives are from various county agencies in the Atlanta Metropolitan Area. Two of the reviews were positive and one was neutral. The positive review comments focused on their communication, team-player mentality, and ability to work through issues in a timely and acceptable manner. The individual who provided a neutral review for an ongoing project, expressed concern but was non-specific in his feedback. He did say the project type might be the issue but did not elaborate.

Based on reference information acquired, and evaluation of the bid for completeness and accuracy on 28 Jul 2020, we feel it fair that the County move forward to award the above referenced construction contract to Ward Humphrey, Inc.

Respectfully,



Mitchell B. Davis, AIA, NCARB, LEED AP BD+C

Program Manager | Architecture

POND

Cc: Mark Levine, POND

Brian Upson, Paragon



## SPALDING COUNTY BOARD OF COMMISSIONERS Spalding County Sheriff's Office Request

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**Requesting Agency**

County Clerk

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**Requested Action**

Consider approval of a request from the Spalding County Sheriff's Office to declare surplus forfeited weapons, obsolete and irreparable weapons and to allow trade to a licensed Federal Firearms Dealer.

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**Requirement for Board Action**

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**Is this Item Goal Related?**

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**Summary and Background**

This transaction will be for credit with the Federal Firearms License dealer and will be used for the purchase of equipment for the Spalding County Sheriff's Office. Confiscated/obsolete firearms are legally restricted and can either be destroyed or legally sold to Federal Firearms dealers that can also support Sheriff's Offices. While these firearms may not be sold to the general public, they may be sold to the public through a Federal Firearms Licensed dealer. The weapons will be available for viewing by licensed dealers and bids will be accepted for the entire lot.

---

**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

Approval

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**ATTACHMENTS:**

Description	Upload Date	Type
2020 List Of Guns	7/31/2020	Backup Material

<b>Make</b>	<b>Model</b>	<b>Caliber</b>
.22 pistol		.22
.22 pistol		.22
.25 pistol		.25
.380 ammo		
.380 magazine		
American Classic		.45 Cal
Baikal		9mm
Bass		
Benelli		12 Gauge
Beretta	PU9N	
Bersa		.380 Cal
Bersa		.380
Braztech	.22 Rifle	.22 Ir
Braztech	Rossi	20 Gauge
Browning	High Point	9MM
Bryco		.380
Bryco		9mm
Bryco		.380
Bucknak		22 Lr
Bulldog	Pug	.44 Special
Charles Daily	Shotgun	12 Gauge
Charles Daily		12 Gauge
Charter Arms		0.38
Charter Arms	Under Cover	.38 Special
Charter Arms	Under Cover	.38 Special
Chrome pistol		.22
Clerke		.32 Cal
Cobra	Utah	.380 Cal
Cobra		9mm
Cobra		.380 Cal
Cobra		.380
Cobra		.410/.45 Cal
Colt	Cobra	0.38
Colt	Cobra	0.38
Colt	Cobra	9mm
Colt	Trooper	0.357
Colt		.357
Colt	1911	.45 Auto
CPX		9mm
Daewoo	DR200	0.223
Davis Ind		0.25
Davis Ind	Darringer	.38
Davis Ind	Daringer	0.38
Davis Ind	P380	.380 Cal
Davis Ind 3		38
Derringer		0.32



<b>Make</b>	<b>Model</b>	<b>Caliber</b>
Derringer		.22 Cal
Eclipse		12 Gauge
Ermantino		20 Gauge
Feg	Smc.	.380 Cal
FIE		.38 Special
FIE		.22 Cal
Glock		.40
Glock	22	.40 cal
Glock	30	.45 Auto
Glock	27	.40 Cal
Glock	22	.40 Cal
Glock	22	.40 cal
Glock	19	9mm
Glock	22	.40 Cal
H&R		.22 Ir
H&R	923	
Henry	Us Survival	0.22
Heritage		.22 Cal
Heritage		.22 Cal
High Point		9 mm
High Point		.380
High Point		.45
High Point		9 mm
High Point	995	9mm
High Point	C9	9mm
High Point	JHP	0.45
High Point	C9	9mm
High Point	C9	9mm
High Point	C9	9MM
High Point	C9	9mm
High Point	C9	9mm
High Point	JCP	.45 Cal
High Point	JCP	.40 Cal
High Point	JCP45	.45 Cal
High Point	CF380	.380 Cal
High Point	c9	9mm
High Point	C9	9mm
High Point	CF380	.380 Cal
High Point		.40 Cal
High Point		
High Point	CF380	.38-0
High Standard		0.22
HNR	88	20 Gauge
Inter Arms		9mm
Inter Arms	Magnum	.357
Iver Johnson Arms		0.32

<b>Make</b>	<b>Model</b>	<b>Caliber</b>
Jennings	J22	.22 LR
Jennings		.22 Lr
Jennings	9	9mm
Jennings	J22	.22 Cal
Jennings	48	
Jimenez		.38
Jimenez Arms	JA9	9mm
Jimenez Arms	JA9	9mm
Jimenez Arms	JA9	9mm
Jimenez Arms		.380 Cal
Kel Tech	p11	9mm
Keystone	Davey Crickett	0.22
Kimber	ProRaptor II	45
Kimel	5000	.32 Cal
Knight	Black Powder	.50 Cal
LaCoruna		8 mm
Liberty	21	.22 Cal
Llama		.45 Cal
Llama		.380 Cal
Long Branch	MK1	
Lorcin	I380	
Lorcin		.22 Cal
Lorcin	L22	.22 Cal
Lorcin		.380
Lorcin		.380
magazine w/rounds		
Makorov		9 mm
Marenco	SKS	0.762
Markoff	MK70	9mm
Marlin	.22 LR	.22 LR
Marlin	39A	0.22
Marlin	60	.22 LR
Marlin	60	.22 Lr
Marlin	1894	0.44
Marlin	60	.22 LR
Marlin	60	.22 Lr
Marlin	17	
Marlin	Model 60	.22 LR
Marlin	60	.22 Cal
Marlin	25	.22 LR
Mavrick	Model 88	12 Gauge
Mavrick	88	12 Gauge
Mossberg	715T	.22 LR
Mossberg	715T	.22 LR
Mossberg		12 Gauge
Mossberg		12 Gauge

<b>Make</b>	<b>Model</b>	<b>Caliber</b>
Mossberg	715T	.22 Lr
Nagant		
New E Firearms	Pardene Pump	20 Gauge
New E Firearms	Pardener	12 Gauge
New E Firearms		20 Gauge
New E Firearms	17hmr	
Niranco	SKS	
Norico	320	9mm
North Amr Arms	Cricket	.22 Mag
Olympic Arms		0.223
Omega .32 pistol		.32
Pardner	SRI	20 Gauge
Pomona		9mm
QFI		.25 Cal
Raven		0.25
Raven Arms		0.25
Raven Arms	25	
Raven Arms		.25 Cal
Raven Arms		.25 Cal
Raven Arms		.25 Cal
Raven Arms		.25 Cal
Remington	710	Winchester
Remington	700	3006
Remington	870	20 Gauge
Remington	1110	.
Remington	870	12 Gauge
Remington	760	3006
Remington	1100	12 Gauge
Remington	742	3006
Revolver		0.32
RG	.38 Special	
RG		.22 Cal
RG		.22 Mag
RG		.22 LR
RG 10		.22 Short
Rhom		.22
Rock Island		.45
Rohm pistol		.22
Rossi		.22 Ir
Rossi		.38 Special
Rossi		.22 Cal
Rossi		.44 C
Rossi		.38 Cal
Ruger	Carbine	0.44
Ruger	SuperBlackhawk	4 Magnum
Ruger	Mini 14	0.223

<b>Make</b>	<b>Model</b>	<b>Caliber</b>
Ruger		.357
Ruger		9 mm
Ruger	sr40c	.40 Cal
Ruger		.22 Cal
Ruger	sr40c	.40 Cal
Ruger	LCP	.380 Cal
Ruger	LC	.380 Cal
Ruger	Magnum	.44
Ruger		.22 Cal
Ruger		9mm
Ruger		.22 Cal
Ruger		.38 Special
Russian American	Amr	.410 Cal
S&W		38
S&W		.32
Savage	110E	3006
Savage 24C	Shotgun	.22 Combo
Sears Roebuck		12 Gauge
Sears Roebuck		12 Gauge
Sears Roebuck	42	.22 Cal
Sig Sauer	9250	.40 Cal
Smith & Wesson		.38 Special
Smith & Wesson		0.32
Smith & Wesson	SD40	.40 Cal
Smith & Wesson	40VE	.40 Cal
Smith & Wesson		.38 Special
Smith & Wesson		0.308
Smith & Wesson	SW40VE	.40 Cal
Smith & Wesson		.38 Cal
Smith & Wesson	36	.38 Cal
Smith & Wesson		.38 Cal
Smith & Wesson	19	.357 Cal
Smith & Wesson	Chiefs Special	9mm
Smith & Wesson	915	
Smith & Wesson	Bodyguard	.380 Cal
Smith & Wesson	SW99	9mm
Smith & Wesson		.40 Cal
Smith & Wesson	Bodygaurd	.380 Cal
Springfield	120	0.22
Springfield	1911	.45 Cal
Springfield	187S	.22 Cal
Stevens	94	12 Gauge
Stevens	887	.22 Cal
Stoeger		12 Gauge
Stoeger	Ducks Unlimited	12 Gauge
Sundance Ind		0.25

<b>Make</b>	<b>Model</b>	<b>Caliber</b>
Sundance Ind	25Boa	
Tanfoggiogiuseppe		0.25
Taurus		0.357
Taurus	PT709	
Taurus	PT7380	.380 Cal
Taurus	PT92	
Taurus		.357 Magnum
Taurus	PT24	.45 Cal
Taurus	PTZ709	9mm
Taurus		.45
Taurus		.45
Tex		.22 Cal
Tex		.22 Ir
Titan	Tiger	.38 Special
Titan	Tiger	.38 Special
Traditions	Lightning	0.45
Unknown		12 Gauge
Unknown	SKS	
Unknown		.22 Cal
Unknown		
Unknown		.25 Cal
Unknown		.38 Special
Uzi 9mm		9mm
VERNEY Carron	Snake Charmer	410 Gauge
Wasr		.762/39
West Point		20 Gauge
Winchester	1400	12 Gauge
Winchester	190	.22 LR
Winchester	70	3006
Winchester	80	.22 Short
Winchester	74	.22 LR
Winchester		0.27



## SPALDING COUNTY BOARD OF COMMISSIONERS CAA Contract Amendment

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**Requesting Agency**

County Manager

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**Requested Action**

Consider approval of contract amendment with Charles Abbott Associates Inc.

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**Requirement for Board Action**

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**Is this Item Goal Related?**

No

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**Summary and Background**

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**Fiscal Impact / Funding Source**

Amendment provides for lower cost sharing percentage when the project exceeds \$10M in valuation.

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**STAFF RECOMMENDATION**

Approval

---

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Contract amendment	7/31/2020	Backup Material

## AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to Professional Services Agreement (this "Amendment") is made as of the \_\_\_\_\_ day of July 2020, by and between Spalding County ("County"), and Charles Abbott Associates, Inc. (CAA), hereinafter referred to as the "Contractor". The County and Contractor may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

A. The Parties entered into the existing Professional Services Agreement on February 4<sup>th</sup>, 2019 (the "Agreement"), by which Contractor provides Building Inspection & Plan Review Services to the County; and

B. The Parties wish to amend the services provided to the County as stated in the original agreement.

NOW THEREFORE, in consideration of the promises and obligations set forth below, the Parties agree to amend the Professional Services Agreement as follows:

1. The Contractor agrees to reduce the current fee of 70% of total permit fees calculated and collected to 50% for large economic development projects exceeding 10 million in valuation as outlined in the fee schedule below; and
2. The Parties mutually agree to extend the Professional Services Agreement for 5 years, commencing on the date this amendment was entered.
3. Except as amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have set their hands to this Amendment on the day and year above first written.

SPALDING COUNTY

CHARLES ABBOTT ASSOCIATES, INC

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## FEE SCHEDULE

Fees below are inclusive of all costs, including general and administrative, travel, per diem, training, materials, supplies, and other items necessary to provide interim Permit Technician Services to the County.

CAA proposes to provide Building Plan Reviews and Building Inspections for the following share of permit and plan review fees calculated.

Monthly Fees Collected*	CAA's % of Fees
Projects with valuation <10,000,000	70%
Projects with valuation >10,000,000	50%

*\*Fees are cumulative. Where no fee is collected, the hourly rates below with a minimum of four hours will be charged to the County for that particular project.*





## SPALDING COUNTY BOARD OF COMMISSIONERS CSBG CARES Act Funding

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**Requesting Agency**

County Clerk

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**Requested Action**

Consider approval of resolution to contract with the Ga Dept. Of Human Services for the CSBG CARES Act Program.

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**Requirement for Board Action**

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**Is this Item Goal Related?**

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**Summary and Background**

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**Fiscal Impact / Funding Source**

\$381,080.00 in funding to be utilized as per attached budget.

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**STAFF RECOMMENDATION**

Approval

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**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Resolution	7/30/2020	Resolution
<input type="checkbox"/> CSBG CARES Act Budget	7/30/2020	Backup Material

**FY'2020 CSBG CARES ACT FUNDING  
RESOLUTION TO ENTER CONTRACT  
SPALDING COUNTY AND THE  
GEORGIA DEPARTMENT OF HUMAN SERVICES**

**WHEREAS**, the Spalding County Board of Commissioners desire to provide services to assist underprivileged families throughout the County of Spalding during the COVID-19 pandemic; and

**WHEREAS**, a project application plan for the FY'20 CSBG CARES Act Supplement Funds has been prepared for submission to the Georgia Department of Human Services to provide funding for services made available through the Community Services Block Grant (CSBG) Program; and

**WHEREAS**, this plan includes proposed services relative to Civic Engagement and Community Involvement, Housing, Education and Cognitive Development, and Health and Social/Behavioral Development and Agency Capacity Building; and

**WHEREAS**, it is the intent of this Board to contract for said CSBG CARES Act services under the Community Services Block Grant for Fiscal Year 2020;

**NOW THEREFORE BE IT RESOLVED**, by the Board of Commissioners of Spalding County that the Board intends to contract with the Georgia Department of Human Services to provide CSBG CARES Act Supplemental Services within Spalding County for the period August 1, 2020 through June 30, 2021. Eligible services shall be made available through the provisions of the FFY'2020 CSBG CARES Act Supplemental Funds Program.

Adopted at a regular meeting of the Spalding County Board of Commissioners held on this 3st day of August, 2020.

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Gwen Flowers-Taylor, Chairperson  
Spalding County Board of Commissioners

Attest:

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COUNTY CLERK

(County Seal)

## FY'20 SPALDING COUNTY CSBG CARES ACT BUDGET

Program/Service	Budget Amount
<b>Alpha2Omega - Spalding Collaborative</b>	
Educational Prosperity Initiative	\$ 38,000.00
Mortgage Assistance Program	\$ 28,000.00
Utility Arrearage Assistance	\$ 15,500.00
Rental Arrearage Assistance	\$ 18,000.00
Prescription Assistance	\$ 14,000.00
Food Assistance Vouchers	\$ 16,500.00
Program Supplies and Equipment	\$ 10,950.00
<b>Total</b>	<b>\$ 140,950.00</b>
<b>Staff - All Independent Contractors</b>	\$ 87,000.00
1 - Program Director	
3 - Program Case Managers	
<b>PROGRAM TOTAL</b>	<b>\$ 227,950.00</b>
<b>TECHNOLOGY ASSISTANCE PROGRAM</b>	\$ 28,900.00
<b>PROGRAM TOTAL</b>	<b>\$ 28,900.00</b>
<b>SPALDING COUNTY SENIOR NUTRITION PRG</b>	
<b>Senior Nutrition Program</b>	
Home Delivered Meals	\$ 28,000.00
Technology Upgrades	\$ 4,500.00
PPE Supplies and Emergency Supplies for Clients	\$ 18,000.00
<b>PROGRAM TOTAL</b>	<b>\$ 50,500.00</b>
<b>SPALDING COUNTY COLLABORATIVE</b>	
<b>Youth Nutrition Program</b>	
Youth Back-Pack Meal Program	\$ 28,000.00
<b>PROGRAM TOTAL</b>	<b>\$ 28,000.00</b>
<b>GRAND TOTAL FOR PROGRAMS</b>	<b>\$ 335,350.00</b>
<b>TRRC ADMINISTRATIVE FEES - 12%</b>	\$ 45,730.00
<b>GRAND TOTAL</b>	<b>\$ 381,080.00</b>



## **SPALDING COUNTY BOARD OF COMMISSIONERS Land Bank Authority**

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**Requesting Agency**

County Clerk

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**Requested Action**

Consider appointment to the Griffin-Spalding Land Bank Authority to fill the unexpired term of Shirley Gardner to expire on December 31, 2020.

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**Requirement for Board Action**

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**Is this Item Goal Related?**

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**Summary and Background**

Staff recommends Brett Hanes to replace Ms. Gardner. Mr. Hanes lives in Spalding County and currently works for Charles Abbott Associates and is the Building Official for Spalding County and the City of Griffin.

Legislation requires all appointees be a resident of Spalding County.

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

Appointment



## SPALDING COUNTY BOARD OF COMMISSIONERS Christmas Event Venue Change

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**Requesting Agency**

Spalding County Parks and Leisure Services

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**Requested Action**

Consider recommendation of The Parks and Leisure Services Advisory Commission to modify the Festival of Lights event into a drive through holiday lights concept at City Park.

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**Requirement for Board Action**

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**Is this Item Goal Related?**

No

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**Summary and Background**

Recommendation to revise the Festival of Lights to offer the community a drive through holiday lights experience through the month of December with City Park as a proposed location.

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

Approval

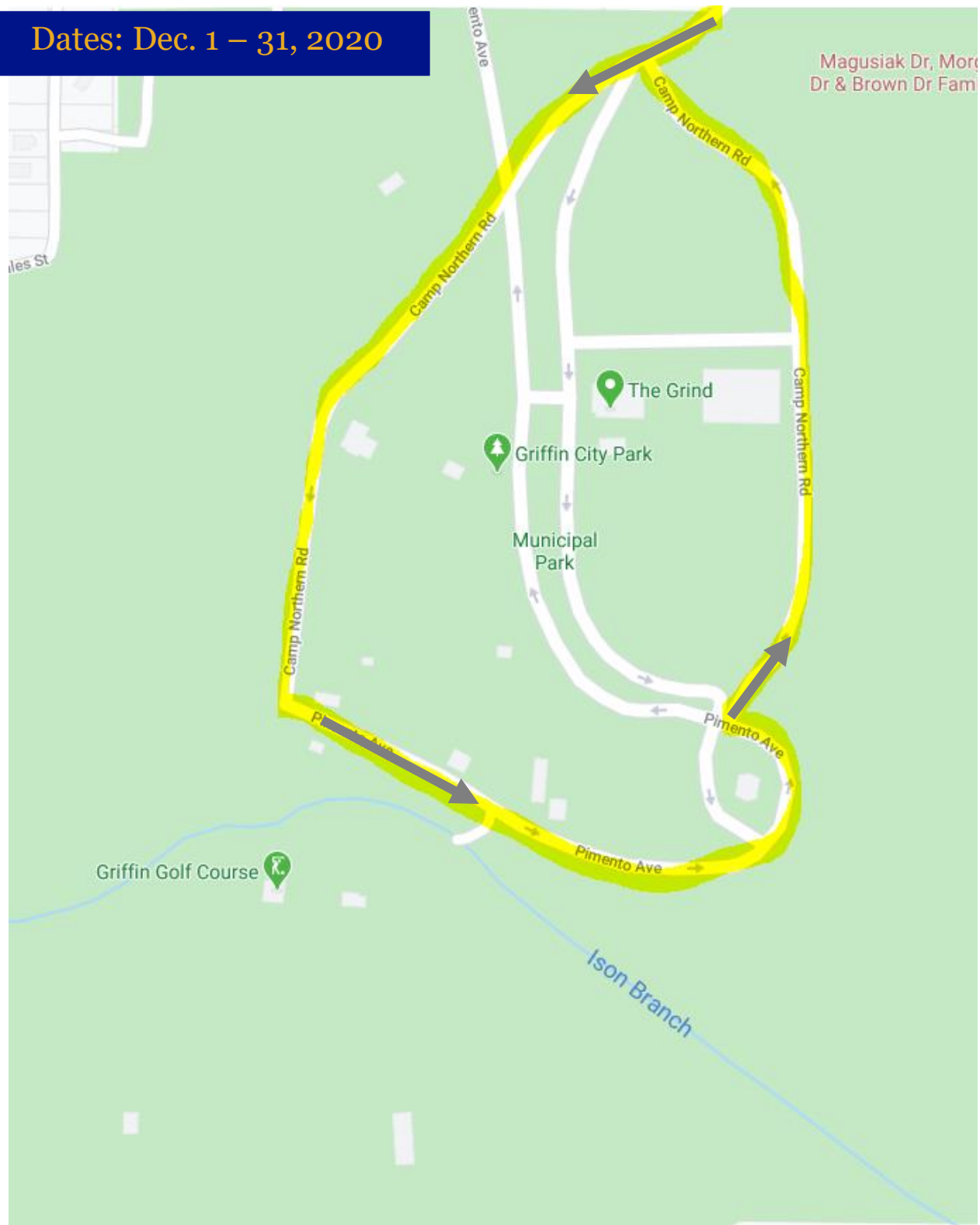
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**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Proposed location and route	7/30/2020	Backup Material
<input type="checkbox"/> PRAC after agenda	7/30/2020	Backup Material

Proposed location and route  
for the  
*Festival of Lights Extravaganza.*

Dates: Dec. 1 – 31, 2020





**Spalding County Parks & Leisure Services  
Advisory Commission  
Agenda**

**Thursday, June 11, 2020 at 6:00 p.m.  
885 Memorial Drive, Conference Room**

**A. OPENING**

1. Call to order
2. Invocation

**B. ADOPTION OF AGENDA - Action Item**

**C. MINUTES OF LAST MEETING**

Review minutes from last meeting. Action Item

**D. CITIZEN'S COMMENTS**

Note: Speakers must state their names and addresses and direct all comments to the Commission Members only. Speakers will be allotted 3 minutes to speak on topics pertinent to the Commission's jurisdiction. No speaker will be allowed to re-address the Commission without express consent from a Commission Member. Outbursts from the audience will not be tolerated. Common courtesy and civility are expected at all times during the meeting.

**E. LETTERS AND COMMUNICATIONS**

**F. OLD BUSINESS**

1. SPLOST Projects update. Information Item
2. Impact Fee Projects update. Information Item
3. Consider making a recommendation to the Board of Commissioners regarding phasing in public Leisure Services: Action Item
  - A. Pavilion and facility rentals
  - B. Youth and adult sports
  - C. Tournaments and events
  - D. Community Center programming
  - E. Senior Center programming

**G. NEW BUSINESS**

1. Consider approving and alternate concept for Festival of Lights with date change. Action Item

**H. DIRECTOR'S REPORT**

1. Parks Director
2. Leisure Services Manager

**I. LIAISON COMMITTEE REPORTS & COMMISSION MEMBER COMMENTS**

**J. ADJOURNMENT**



**SPALDING COUNTY PARKS & LEISURE SERVICES ADVISORY COMMISSION**  
**MINUTES OF REGULAR MONTHLY MEETING**  
**June 11, 2020**

The Spalding County Parks and Recreation Advisory Commission held their regular scheduled meeting in the Conference Room at the Spalding County Senior Center Thursday, June 11, 2020, beginning at 6:01 pm with Chairman Reese Simmons presiding. The following Commission Members were present: Mr. TJ McDaniel, Mr. Donald Driver, Mr. David Johnson, Mr. Joseph Kurey Mr. Tyrone Ward Vice-Chairman Gwen Flowers-Taylor, Mrs. Beth Horne and Mr. Byron Pearce. The following Commission Members were not present: Mr. Zach Holmes, Mr. David Dodd and Chairman Reese Simmons. Spalding County Parks, Public Grounds & Leisure Services staff present: Leisure Services Manager Kelly Carmichael, Parks, Public Grounds and Public Works Director TJ Imberger and Administrative Assistant II Meghan Quinlan serving as secretary to record meeting minutes.

- A. OPENING** (Call to order) – Acting Chairman Horne called the meeting to order at 6:01pm and Mr. Driver gave the invocation.

**B. ADOPTION OF AGENDA**

- *Motion/Second by Horne/Johnson to adopt the agenda with the change of adding New Business Item 2. Motion carried unanimously by all.*

**C. MINUTES OF LAST MEETING**

- *Motion/Second by Flowers-Taylor/McDaniel to approve the May Meeting Minutes. Motion carried unanimously by all.*

**D. CITIZEN'S COMMENTS - NONE**

**E. LETTERS AND COMMUNICATIONS – NONE**

**F. OLD BUSINESS**

- SPLOST update. **Information Item**

Parks, Public Grounds and Public Works Director Imberger handed out a packet in regard to the Heritage Park Project and explained BOC approved moving the concept plan to the construction bid stage. The project is in 3 phases. The 1<sup>st</sup> phase is the Rosenwald school building itself, a portion of the parking lot and the site work that directly relates to that project. The 2nd phase, the equalization school, will be done with the Griffin Housing Authority and the Panrose(?) Group, the developer for the Housing Authority. The 3<sup>rd</sup> phase is the gym area. Phase 1's current plan is a concept there might be minor changes in the bid process. Bids will be received fairly quickly. It is a contracted-out bid, meaning the work will not be done by Spalding County. Construction expected this fall if the bidding goes to plan. On page 1 of concept plan, the peach color is the Rosenwald school. Page 2 is its interior. The parking area will become a full parking lot to accommodate visitors and busses. At the end of this construction period, the Housing Authority will likely be ready to start.



Commissioner Flowers-Taylor expressed concern from Ms. Walker-Harps about the Rosenwald concept building and that restrooms will be outside the building. Flowers-Taylor related to her that they may turn one of the classrooms into a welcome center and restroom.

Parks, Public Grounds and Public Works Director Imberger confirmed there is discussion on some suggestions/recommendations expressed that may alter concept. Includes space to unload busses, guests having a gathering point. These are very workable.

Aquatic Center – BOC should next month see a conceptual thought process of the programming of the aquatic facility. That means what the facility would have in it, in terms of activities, number of pools, etc. From there it would be a rough concept overview of what the building would need to be to accommodate that. Once the BOC okays the concept, it will move in that direction for concept cost. Programming at this time looks like competition pool, secondary pool (instructional/warm water/zero depth), lobby, restrooms, showers, office space, lifeguard room, wet classroom (used for instructional/meets/rentals).

Commissioner Flowers-Taylor asked what happened to the splash pad. Imberger stated that budget wise, it will probably need to be part of the next phase, adjacent to the building. Flowers-Taylor stated that the BOC was sold the idea of the water park as a way to generate income to help the facility pay for maintenance and operation and thus would rather see the splash pad included now. Imberger stated he will make the county manager aware first thing tomorrow morning.

Mr. Ward asked if there was a location yet.

Parks, Public Grounds and Public Works Director Imberger replied that was a question for the BOC.

Commissioner Flowers-Taylor stated there is no location yet. The Development Authority wants to donate land, but the BOC is split. Two want to use the donated land and two want it at the City Park area. Have asked the group managing the facility for us to do a study on both site locations to figure out which meets their criteria. The YMCA will come down and run the facility for us and pay for that cost, but it has to meet their criteria of being able to serve a certain number of people in the community.

Parks, Public Grounds and Public Works Director Imberger shared the Community Garden is coming along great. Both Parks construction crews are committed to the project until it is complete.

Mr. Johnson asked for an estimated time of completion

Parks, Public Grounds and Public Works Director Imberger said about 30 days. A lot of the groundwork complete, pouring all the concrete, and will include our first connection point to AZ Kelsey Avenue on the greenway. Imberger

encouraged everyone to drive by and take a look or let him know if they want a tour.

Mr. Johnson asked if the garden will cause any blockage when kids are practicing- is there distance or border between the garden and the practice field?

Parks, Public Grounds and Public Works Director Imberger answered yes, there will be a sidewalk, another part of the greenway and a fence around the perimeter of the garden.

Mr. Driver asked if anything will be put in place to make sure people won't run into the fence.

Parks, Public Grounds and Public Works Director Imberger answered the sidewalk will be there.

Mr. Johnson asked how high the fence will be. Imberger answered 4 feet or 5 feet and rubber coated, not chain link since the front of the facility will have a white picket fence.

Mrs. Horne asked weren't AC units included in SPLOST for City Park and AMBUCS?

Parks, Public Grounds and Public Works Director Imberger stated they were, and Parks has submitted twice to Purchasing Department for bids in the last six months. Suggested Flowers-Taylor follow up.

Commissioner Flowers-Taylor asked he confirmed we have the money for this project.

Parks, Public Grounds and Public Works Director Imberger said yes but the County has not put the bid out yet.

Commissioner Flowers-Taylor said she will follow up.

- Impact Fee update. **Information Item**

Parks, Public Grounds and Public Works Director Imberger shared they have figured out how to restart the Dog Park project and have been laying block.

Commissioner Flowers-Taylor asked who is doing the work.

Parks, Public Grounds and Public Works Director Imberger answered it is Department of Corrections Mobile Construction inmates, but they are supervised by Parks officers. Parks, Public Grounds and Public Works Director Imberger added that the Quarry's Edge parking lot is essentially done. Design for actual trails is ongoing. Schedule is Community Garden, Dog Park, Quarry's Edge. Should get to Quarry's Edge in a few months. Skate Park – BOC approved the Advisory Commission's recommendation to make the park all wheels.

Equipment has been ordered. It should arrive mid-July and be up at the end of July.

- Consider making a recommendation to the Board of Commissioners regarding phasing in public Leisure Services: **Action Item**

A. Pavilion and facility rentals

Leisure Services Manager Carmichael stated that right before the meeting the governor modified his orders. He has lifted shelter-in place for those 65 or older and increased group gatherings from 25 to 50. He is maintaining the 6' distancing in all scenarios. With these changes, she would like to discuss lifting our limits on pavilion and facility rentals. We won't be able to police them but will inform everyone that calls to rent them that they have to abide by CDC and governor guidelines.

Mr. McDaniel said he thinks we should open, all in person at meeting agreed.

*Motion/Second by Pearce/Johnson to allow pavilion and facility rentals that meet Governor Kemp's social distancing and gathering guidelines. Motion carried unanimously by all.*

B. Youth and adult sports

Leisure Services Manager Carmichael shared that Programs Supervisor Robby Milner has worked with all associations. They are moving forward with practices and conditioning within social distancing. They now want to go forward with interleague games and maybe invitationals with neighboring counties. These would be scrimmage type games.

Commissioner Flowers-Taylor asked what the staff recommendation is.

Leisure Services Manager Carmichael answered staff is in favor of neighboring communities coming in but not tournaments. Many of the age groups have a limited number of teams and they rely on each other to be able to play.

Mr. McDaniel stated that on the baseball side it allows the 13/14 and 15/16 teams to play.

Leisure Services Manager Carmichael stated staff is also making sure everyone's coaches are up to par with background checks and certifications.

Mr. McDaniel said at the baseball fields he has seen people signing waivers, players keeping their stuff separate, and parents are abiding by distancing measures.



Commissioner Flowers-Taylor asked if people no longer have to wait in their car with the group gathering number going up, which

Leisure Services Manager Carmichael affirmed.

Commissioner Flowers-Taylor motioned to take staff recommendations for allowing some of the sports to begin practice scrimmages and interleague with neighboring communities.

Mr. Ward asked about soccer.

Leisure Services Manager Carmichael stated it is the same situation with their older players.

Mr. Driver asked if there are tournaments and events going on with them.

Leisure Services Manager Carmichael said we haven't gotten to that yet.

Mr. Ward asked if that this recommendation included 5-year-old kids.

Leisure Services Manager Carmichael said yes, any age but it doesn't include tournaments.

***Motion/Second by Flowers-Taylor/McDaniel to allow sports to resume interleague scrimmage games with neighboring communities per staff discretion and with State recommended protective measure in place. Motion carried unanimously by all.***

#### C. Tournaments and events

Leisure Services Manager Carmichael said there is some advance planning with tournaments. Clayton County hosted one very large tournament. Mr. McDaniel was asked if it was actually held.

Mr. McDaniel said he thinks it is this weekend, but Hampton is listed. Rome, Carrollton and one more are hosting Super NIT.

Leisure Services Manager Carmichael said a few communities are opening up to a large baseball tournament, but she is not familiar with too many more hosting large tournaments.

Mr. McDaniel stated that baseball/softball are not ready for that yet.

Commissioner Flowers-Taylor asked if we are allowing practicing what are we going to do about the fact that you wanted to not use the soccer fields?

Leisure Services Manager Carmichael stated it has already been resolved. We worked with the school system, First Christian Church, and the spaces at City Park. We identified plenty of green space and Parks staff is measuring off and soccer will be scheduling teams at specific locations.

Commissioner Flowers-Taylor asked if any water had been found yet.

Parks, Public Grounds and Public Works Director Imberger answered that the first well drilled got 25 gallons per minute at 600 ft. They are drilling a second well right now in the hopes of getting same. If they do, they should have enough to run a trump (?) line to run one sprinkler head down the field. They would move to each field.

Commissioner Flowers-Taylor asked if we can go deeper to get more water.

Parks, Public Grounds and Public Works Director Imberger answered we have gone as deep as we can at 600 feet. We are drilling a second well next week.

Leisure Service Manager Carmichael stated it is time to open up outdoor events such as kids fishing events, things that get people outdoors, and would be socially distant.

Mr. Pearce asked if any other events fall under category.

Leisure Service Manager Carmichael stated that disc golf can easily socially distance because there is no shared equipment and they can tee off from different locations.

Mr. Pearce asked if that had been shut down in this time.

Leisure Services Manager Carmichael answered it has been open.

Parks, Public Grounds and Public Works Director Imberger added they haven't been able to hold tournaments.

Leisure Services Manager Carmichael added or events.

Commissioner Flowers-Taylor said disc golf can easily socially distance. There was agreement among those in the room.

Mrs. Horne stated that the swim team cancelled their season.

Leisure Services Manager Carmichael repeated what Commissioner Flowers-Taylor said.

Mr. Ward said he saw people playing disc golf at Tyus today.

Leisure Services Manager Carmichael said there also events like at Park at Sixth, where from the governor lifting the numbers of people, we could easily start offering that.

Mrs. Horne called for a motion.

Mr. McDaniel asked for clarification on what the motion should be. Began a motion to delay tournaments but approve outside events through Leisure Services but then discussion began.

Mr. Johnson said it is confusing that we are willing to have some things, like disc golf, based on size or attendance or distancing but not others and that is what makes wording the motion confusing.

Mr. McDaniel asked if the sport determines what a tournament is or an event is. Imberger said you can leave it up to Carmichael's staff to determine what the current guidelines are from the governor and make sure they fit within those guidelines.

Leisure Services Manager Carmichael said that way we don't have to come back and revisit it.

Mr. Driver asked if that will give Carmichael the discretion or authorization to go ahead and open it up and not have to come back every time.

Leisure Services Manager Carmichael said yes and stated to the call that the room is discussing wording the motion, so it doesn't have to keep coming back for every phase, that it is permitted for staff to make that judgement within the governor's guidelines.

Mrs. Horne said that is what McDaniel's motion is and called for a second.

***Motion/Second by McDaniel/Flowers-Taylor to postpone tournaments, but all staff to approve and phase in outdoor events within the State guidelines. Motion carried unanimously by all.***

#### D. Community Center programming

Leisure Services Manager Carmichael referred to Handout #2. They have met with staff multiple times to find a scenario to open up for summer activities without being a day camp. The kids need activity and to get out of the heat. They need structure. Staff would like to propose a soft opening for June 29. Parents will have to be involved. They will bring their child to the center. There will be three featured programming times – morning, mid-afternoon, and late afternoon. There will be time in between to clean. The groups of kids will be divided up in groups of ten or a few more based on numbers. Our hours will be 10 to 5, Monday through Saturday. We have all of the protective measures in place – 6' distancing, smaller groups, separated entries and exits, all the PPE needed for quite a while. There are masks even for the children. Ready to move forward. The challenge – and the commission members will get some phone calls about this – this is a very structured opening, not a swinging door like kids are used to, coming and going and their parents don't know where they are. Parents will have to sign up for a drop off time and a pickup time. We may



start off with lower number, but we want to teach parents it is daily activities like a class you are enrolling your child in for the summer.

Commissioner Flowers-Taylor stated it's not a babysitter.

Mrs. Horne asked if they would register for multiple sessions.

Leisure Services Manager Carmichael stated they will register for what time works good for their life. We are coordinating with Small Treasures for a summer food truck that is going to come to each center.

Commissioner Flowers-Taylor asked what happened to the afterschool feeding program. Do we have that in the summer?

Leisure Services Manager Carmichael answered the school system has been managing their food packs issued out from the schools from five locations. They were going to cancel after June to prepare for summer school, but she learned this afternoon they have cancelled summer school and will continue meal packs. Their numbers are declining, and they are not getting walk up traffic. We will be serving walk in traffic. We will be closed at lunchtime and will not be feeding in the building. That will be a cleaning time for us.

Commissioner Flowers-Taylor stated so Small Treasures comes in to bring the food to the kids and they get it and go and eat wherever.

Leisure Services Manager Carmichael said right, and we will have a monitor from Workforce who monitor the pavilions and area to make sure they are throwing their trash away and keeping socially distant.

Commissioner Flowers-Taylor asked what the job title will be.

Leisure Services Manager Carmichael answered there wasn't a title yet but they would be under Deandre's oversight.

Commissioner Flowers-Taylor asked what job skills they would be learning and

Leisure Services Manager Carmichael answered childcare services.

Mr. Driver asked if Leisure Services Manager Carmichael has the authority to cancel if something breaks out immediately.

Leisure Services Manager Carmichael said yes and confirmed it is left up to staff.

Mrs. Horne called for a motion.

Leisure Services Manager Carmichael said this would be a recommendation to the BOC for their meeting on Monday.

*Motion/Second by McDaniel/Driver to reopen Community Centers for managed programming and summer activities per staff discretion and with State recommended protective measures in place. Motion carried unanimously by all.*

#### E. Senior Center programming

Leisure Services Manager Carmichael stated today the governor lifted the shelter in place for those 65 and older. Our seniors are ready to get out and enjoy some things. Even though we don't know the date yet for our Senior Center to open, we would like to be able to provide some outdoor activity, socially distant with all the protective measures in place. That might mean a fishing event, Ta'i Chi on the lawn in the morning, a walking group. We have a very creative team that would love to get started.

Commissioner Flowers-Taylor said that's a great idea. People are going to only come if they're comfortable and being outside reduces the risk.

Mrs. Horne called for a motion.

*Motion/Second by Flowers-Taylor/Pearce to resume Senior Program activities at staff discretion within Governor Kemp's social distancing and gathering guidelines. Motion carried unanimously by all.*

#### G. NEW BUSINESS

- Consider approving and alternate concept for Festival of Lights with date change. **Action Item**

Leisure Services Manager Carmichael stated that the Festival of Lights has grown beyond the capacity at Airport Road Park. Some safety issues have been identified. Last year we required people to walk at Rose's and walk, we had no bus transportation. It took many Sheriff's deputies to keep everyone safe and moving in that direction and we got critique on that decision. We start planning for the event now, but we don't know what that time of year will look like for us as far as far as health. We would like the freedom to look at alternate concepts- maybe relocating the event, maybe create a drive through experience that people can enjoy all month, all abilities. Not a onetime event where you are trying to entertain several thousand people. We can get really creative with the drive through experience. It could have special or sponsored nights. We would like the ability to approach the City and come up with some ideas of location and what the event could entail. Partnering with business partners or whoever wants to sponsor displays. Handed over to Imberger.

Parks, Public Grounds and Public Works Director Imberger said the concept would be drive-through. It is doable now because everything has gone to LED so the electrical consumption is a lot less. Streetlights have outlets and could handle basically any display. Logistically we could do it at Tyus or City Park, as the best options. He already has some new stuff on order that was budgeted. He looked at a new supplier, we could offer sponsorships from \$125 to \$2500 – lots of options



for individuals or businesses (had a printout of some items with cost to pass around room). Consider shipping and signs in addition to product itself when looking at costs. Signs can be made in house. Start on December 1 and run for a month. Asking permission to explore concept and options and see where it works best. Pieces get bigger every year so there are options to make it look really nice in the next 3 or 4 years.

Mr. Johnson asked if there is a specific location right now.

Parks, Public Grounds and Public Works Director Imberger answered no. When you look at Tyus Park, we can make those decisions ourselves. When you look at City Park, he has to talk to the City, and we have to look at logistics. Parks staff would need to get with the City staff and work that out. Both places lend itself and he doesn't see any bad. Every Tuesday in the month of December could be a different night that Leisure Services programs on the ball field or something. Different sponsors/displays for nights. Fresh and exciting. The reality is Airport Road just doesn't handle it anymore and there is a lot of behind the scenes safety stuff people don't see.

Leisure Services Manager Carmichael said we might get some gripes from citizens who really loved that event, but we think this is something we can easily switch up each year, add to it, theme it, get the community involved and truly become a community event.

Parks, Public Grounds and Public Works Director Imberger added that if there is anything the community misses from the event like the snow, we can do a Snow Night and set it up on one of the ball fields and you come play in the snow for two hours and do marshmallow or hot chocolate. 4-H might be concerned because they usually raise a good bit of money, but we can tie them in some of the nights. He thinks it will make it easier on them logistically.

Mr. Driver thinks it is a great idea and hopes the City does to.

Commissioner Flowers-Taylor asked if this is something someone could walk through the park and enjoy, or only drive.

Leisure Services Manager Carmichael said if you parked and walked on the interior, but she wouldn't go on a busy night. Johnson suggested certain walk times, Parks, Public Grounds and Public Works Director Imberger suggested a walk night. Some shows do a 5k night or a glow run. There are lots of ideas and we don't have to do them all the first year.

Mr. Johnson asked what time it would start.

Parks, Public Grounds and Public Works Director Imberger and Leisure Services Manager Carmichael answered the lights stay on.

Mr. Johnson said he asked because they will be people who want to go out there and walking and we can let them know not to walk after a certain time.

Mr. Johnson and Mrs. Horne said they love the idea.

Mrs. Horne called for a motion.

Commissioner Flowers-Taylor asked if this meant there wouldn't be any lights at Airport Park.

Parks, Public Grounds and Public Works Director Imberger said he hadn't thought about that. There will be some lights out there, but he doesn't know how many. Depends on how much sponsorship there is this year.

Commissioner Flowers-Taylor asked if we had any ideas how much displays cost.

Parks, Public Grounds and Public Works Director Imberger said we offer options from \$125 to \$2500.

Commissioner Flowers-Taylor asked if you could literally have a display that said, "Merry Christmas from Cronic Chevrolet".

Parks, Public Grounds and Public Works Director Imberger and Leisure Services Manager Carmichael answered absolutely.

Commissioner Flowers-Taylor asked lit up on a display?

Parks, Public Grounds and Public Works Director Imberger said we could do all the signage in house. They could have automobiles; different Christmas Cars and the sign could have their logo and their name.

Commissioner Flowers-Taylor said that would be really good.

***Motion/Second by Johnson/Ward to move forward with changing the Festival of Lights to a drive through rather than walk around at the discretion of staff. Motion carried unanimously by all.***

- Consider site agreement with Small Treasures for food truck summer food at community centers. **Action Item**

Leisure Services Manager Carmichael began by saying Small Treasures is inspected, well respected throughout the community and serving some of the high school teens in the summer. The food truck is a great visual. They have partnered with City Church so on Friday an ice cream truck follows them. Small Treasures will handle the paperwork, meal count sheets, inspection. Staff won't be responsible. The best part is we won't run out of meals. The food truck is equipped to serve the food and if they have more food they can pull over and have more meals ready in ten to fifteen minutes. No child will walk away without food. Instead of children being turned away and told they will be on the list tomorrow. This will be on the BOC agenda Monday night if passed.

Mr. Kurey motioned to approve this.



***Motion/Second by Kurey/Ward to approve the recommendation for a site agreement with Small Treasures for food truck summer food at community centers. Motion carried unanimously by all.***

#### **H. DIRECTOR'S REPORT**

- Parks Director

Parks, Public Grounds and Public Works Director Imberger shared there are positions are open. We are working towards water at soccer. He needs caution everybody that if this is successful, it does not mean we have full irrigation at soccer. It means we'll have one water cannon that goes down one field at a time. We'll have more water than we've had in the last twelve years, but it will be water to sustain the fields and keep them as healthy as possible. Hopefully by next month he can tell you what we have there.

- Leisure Services Manager

Leisure Services Manager Carmichael appreciates all the support they give for recreational services and how difficult it has been. She appreciates them all. Make sure you check your e-mail we sent out today. There is a link to GRPA's spring magazine. We are on the cover and the centerfold for our basketball program with Steppingstone. We made sure each child got a copy of the actual magazine to frame and keep. It's our first ever, she's so proud.

#### **I. LIAISON COMMITTEE REPORTS & COMMISSION MEMBER COMMENTS**

Mr. Pearce received an e-mail this morning from Peter Phelps, president of the Spalding County Pickleball Association. Read e-mail. Text of e-mail below.

*Subject: Pickleball, Associations, and the PLAC*

*Byron,*

*If I may be so bold ... perhaps you and the PL Advisory Commission could **adopt a position** that you will do everything you can to support the **not-for-profit** Associations, led by unpaid **volunteers** serving our community, during these most trying times.*

*Speaking for the SCPA, we have been suspended for about ten weeks. We have lost some major revenue sources. Our customers are frazzled and the SCPA leaders have to walk on eggshells in "re-starting". We continue to navigate uncharted territory (as does local government) with both the pandemic and civil unrest. We are all just trying to hold it all together to produce out comes beneficial to our community.*

*Trying times for sure. Let's hope we don't lose either our volunteers **or** our patrons. 2020 will be a year unlike any other for leisure, recreational, and sports activities. I am asking the PLAC to hear this plea for strong support of the Associations. Your conduct and your actions influence the actions of the County BOC.*

*If you could convey this message, I/we would be most appreciative. Thank you.*

Mr. Johnson - Had a new baby boy last Thursday. Zekeyus Marshon Johnson. 19.5 inches long, 7.8 pounds at 35 weeks. Came home 2 days later. Mom is doing good.

Mrs. Horne – Griffin Gators had to cancel their summer season and are already working for next year.

**ADJOURNMENT** – Acting Chairman Horne adjourned at 7:10pm



## SPALDING COUNTY BOARD OF COMMISSIONERS Labor Day Holiday Closure

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**Requesting Agency**

County Clerk

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**Requested Action**

Consider cancellation of the September 7th Board of Commissioners Regular Meeting due to observance of the Labor Day Holiday.

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**Requirement for Board Action**

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**Is this Item Goal Related?**

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**Summary and Background**

County offices are scheduled to be closed on this date in observance of the Labor Day Holiday.

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**Fiscal Impact / Funding Source**

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**STAFF RECOMMENDATION**

Approval

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**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> 2020 Holiday Calendar	7/21/2020	Backup Material

# 2020

January						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
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26	27	28	29	30	31	

February						
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November						
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December						
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27	28	29	30	31		

January	
01	New Year's Day
20	Martin Luther King Day
April	
10	Good Friday
May	
25	Memorial Day
July	
03	Independence Day
September	
07	Labor Day
November	
11	Veterans Day
26	Thanksgiving Day
27	Thanksgiving Day
December	
24	Christmas Eve
25	Christmas Day