

## MINUTES

**The Spalding County Board of Commissioners held their Regular Meeting in Room 108 in the Courthouse Annex, Monday, August 3, 2015, beginning at 6:00 p.m. with Chairman Rita Johnson presiding. Commissioners Bart Miller, Raymond Ray, Gwen Flowers-Taylor and Donald F. Hawbaker were present. Also present were County Manager William P. Wilson Jr., Assistant County Manager, Eric Mosley, County Attorney, Jim Fortune and Kathy Gibson, Executive Secretary to record the minutes.**

- I. **OPENING (CALL TO ORDER)** by Chairman Rita Johnson.
- II. **INVOCATION** led by Commissioner Donald Hawbaker.
- III. **PLEDGE TO FLAG** led by Commissioner Raymond Ray.
- IV. **PRESENTATIONS AND PROCLAMATIONS –**
  1. Consider approval of Proclamation recognizing the Griffin-Spalding Club of the National Association of Negro Business and Professional Women's Club, Inc. who celebrated their 40th Anniversary on June 27, 2015.

### **Proclamation**

#### **TO RECOGNIZE FORTY YEARS OF SERVICE BY THE GRIFFIN-SPALDING CLUB OF THE NATIONAL ASSOCIATION OF NEGRO BUSINESS AND PROFESSIONAL WOMEN'S CLUBS, INC.**

**WHEREAS:** The Griffin-Spalding Chapter of the National Association was founded July 30, 1975 and chartered September 28, 1975, into the national association that was founded in 1935. The club celebrated its 40<sup>th</sup> Anniversary June 27, 2015, at Trinity CME Church, Griffin, Georgia at 2pm; and,

**WHEREAS:** The mission of NANBPWC is to promote and protect the interests of African American business and professional women; to serve as a bridge for young people seeking to enter business and the professions; and to improve the quality of good fellowship. The Griffin-Spalding chapter provides professional support and networking opportunities for its members; and,

**WHEREAS:** The Griffin-Spalding Club has continued to support our youth through sponsoring the Debutante Ball annually since 1978. We provide workshops on etiquette, skincare, hair care, health care, writing and speaking skills, resume and interview techniques, financial literacy, bullying and social media, and cultural enrichment activities (i.e. trips to college campuses, museums, theatrical plays, and performances). All graduating debutante participants within Griffin-Spalding County and

surrounding communities have received scholarships totaling \$300,000.00. Scholarships were awarded to various schools and universities within the state of Georgia and out-of-state including Southern Technical College, Griffin Campus, and Gordon College. Information and exposure to The University of Georgia Griffin Campus is been provided now that they have expanded their education program; and,

**WHEREAS:** Members assist with voter registration drives, working the poll, and other political programs including serving on SPLOST committees for improvements in Spalding County and provides programs to raise awareness in health, education, entrepreneurship, and service; and,

**WHEREAS:** The Griffin-Spalding Club's community involvement includes Relay for Life, Man-the-Kettle for the Salvation Army, choose names from Angel Tree during Christmas, provide food baskets annually during Thanksgiving and Christmas, contribute to The Food Pantry, make contributions to Spalding County Ferst Foundation for Childhood Literacy, participate in mentoring (GSCS) donations to CHARM after school program, and also support Samaritan Purse and Pillowcase Dresses (International Projects); and,

**NOW, THEREFORE  
BE IT RESOLVED**

that the Spalding County Board of Commissioners join with the citizens of Spalding County in recognizing the Griffin-Spalding Club of the National Association of Negro Business and Professional Women's Clubs, Inc. on their 40<sup>th</sup> Anniversary.

**IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the County to be affixed this, the 3rd day of August, in the year of our Lord, two thousand fifteen.**

\_\_\_\_\_  
R  
ita Johnson, Chairperson

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

***Motion/Second by Flowers-Taylor/Ray to approve a Proclamation recognizing the Griffin Spalding branch of the National Association of Negro Business and Professional Women's Club, Inc. who celebrated their 40<sup>th</sup> Anniversary on June 27, 2015. Motion carried unanimously by all.***

Imogene Foster Taylor, President, stated that she was delighted that the Board has chosen to recognize the National Association of Negro Business and Professional Women's Club, Inc. with a Proclamation for the service that they render in support of the community.

Chairperson Johnson then introduced Kristen Miller, who is the new

Archway Executive Professional, she asked Ms. Miller to tell a little about herself.

Kristen Miller introduced herself as the Griffin-Spalding Archway Professional. She stated that she is just starting week four in this position and she is excited to be onboard. Ms. Miller stated that the Archway group had their retreat with the Executive Committee last Wednesday and the group accomplished all the goals set out for that session. She also advised that they would be meeting again this Wednesday for the regular Executive Committee meeting. Ms. Miller advised that the group should have something in the near future to present to the Board.

**V. PRESENTATIONS OF FINANCIAL STATEMENTS – None.**

**VI. CITIZEN COMMENT**

Speakers must sign up prior to the meeting and provide their names, addresses and topic in which they will speak on. Speakers must direct all comments to the Board only. Speakers will be allotted three (3) minutes to speak on their chosen topics and relate to matters pertinent to the jurisdiction of the Board of the Commissioners. No questions will be asked by any of the commissioners during citizen comments. Outbursts from the audience will not be tolerated. Common courtesy and civility are expected at all times during the meeting.

**Ray Dender, 122 Runnymede Road, Griffin, GA**, spoke about the USA and how it was established and how and why our forefathers set the government up the way they did. He asked that the County set less regulations on the citizens of the County not more. He feels that we need improvements in the way violations of current regulations are handled and not implement regulations that have a negative effect on everyone in the County.

Mr. Dender stated that he is in favor of the SPLOST tax because it is the closest thing to the Fair Tax system in the USA today and that he has voted for every SPLOST and will vote for this SPLOST, though he does not agree with some of the items on the SPLOST. He asked that the County come up with a way to implement a Fair Tax for the County and relieve the burden on the property owner.

Mr. Dender then broached the subject of the Recycle Centers and how Centers in Arizona are paying their residents to recycle; however, time ran out before he could finish.

**VII. MINUTES –**

1. Consider approval of minutes of the July 20, 2015 Board of Commissioner's Extraordinary Session, the July 20, 2015 Executive Session and the July 23, 2015 Zoning Public Hearing.

***Motion/Second by Ray/Hawbaker to approve the Minutes of the July 20, 2015 Board of Commissioner's Extraordinary Session, the July 20, 2015 Executive Session and the July 23, 2015 Zoning Public Hearing of the Spalding County Board of Commissioners. Motion carried unanimously by all.***

**VIII. CONSENT AGENDA – None.**

**IX. OLD BUSINESS – None.**

**X. NEW BUSINESS -**

1. Consider approval of contract with Revenue Discovery System (RDS) for business license audit.

William Wilson, County Manager, stated that at the Retreat for the last two years we have discussed how to recover business license revenues. This company will come in and perform an audit and will assist in locating businesses in the county that are operating without a business license. Mr. Wilson stated that this is a one year contract and their fee is based on the number of unlicensed businesses that they find and get to register with the County. Mr. Fortune has reviewed this contract and Community Development recommends approval.

***Motion/Second by Ray/Hawbaker to approve a contract with Revenue Discovery System (RDS) for a business license audit.***

Commissioner Flowers-Taylor asked how much we can anticipate recovering, she stated that she realized anything recovered will be more than we are receiving currently, but do we know how much is anticipated?

Mr. Wilson advised that Ivan Figueroa with Revenue Discovery Systems (RDS) is here tonight and can answer any questions the Board may have regarding this service.

Mr. Ivan Figueroa thanked the Board for allowing him to speak. He advised that the amount of recovery at this point would be a complete guess. Mr. Figueroa stated it could be as little as zero and as much as 10% of the total of the current business licenses. He advised that they will not know until they have had an opportunity to go out and take a look.

Commissioners Flowers-Taylor then clarified that this contract doesn't cost the County anything unless RDS actually bring in business license revenue.

Mr. Figueroa stated that they are only paid when business is found. He stated that once a business is located that does not have a business license, they will work with that business to make sure they have all the documentation required by the county for a business license. They will then assist the business owner with filing the application for the business license.

Once the business owner writes the check for the license and are fully compliant, that is when RDS gets paid.

### **Tax Revenue Enhancement Agreement Business License Discovery/Recovery**

**This agreement made as of the 3rd day of August, 2015 by and between PRA Government Services, LLC d/b/a RDS and Spalding County, a political subdivision of the State of Georgia.**

#### **A. Business License Discovery/Recovery Services**

1. Discovery/Recovery Services include:
  - i. Analysis of two or more municipal lists. These lists could include: current business license data, sales tax data, property tax lists and telephone directories at least once a year.
  - ii. Properties/entities that are not in one or all of the databases are presumed unlicensed.
  - iii. RDS will generate a letter requiring payment, proof of payment, or documented response for all properties/entities presumed unlicensed. If no response, RDS may mail additional letters and contact the property/entity via phone call before proceeding with additional collection procedures.
2. Taxpayer Remittance: Taxpayers will remit payments to County of Spalding, in care of Post Office Box to be maintained by RDS for this purpose.
3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the COUNTY for each type of tax collected, as shown in more detail on **Exhibit A**. COUNTY shall notify RDS in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients.
4. Notification, Reporting to COUNTY: RDS will provide COUNTY with timely reports including, but not limited to, payment listings showing all monies received, a detail and summary reconciliation report that corresponds to COUNTY's account numbers and all fees paid to RDS. COUNTY will be responsible for Business License renewals thereafter.
5. Taxpayer service: RDS will provide a taxpayer assistance number for taxpayer questions.
6. Consideration for Discovery/Recovery Services: RDS will receive forty-percent (40%) of new business license revenue collected by RDS.

#### **B. General Provisions**

1. RDS, in collecting any fee, tax, interest, court cost, or penalty shall have no authority to determine the amount of fee, tax, interest, court cost, or penalty owed the state, county, or municipal governing authority.
2. Term of the Agreement: This Agreement shall be for a term of three (3) years following the date of execution. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) days notice.
3. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, COUNTY shall be obligated to pay RDS for services performed through the effective date of termination for which RDS has not been previously paid. In addition, because the services performed by RDS prior to termination or non-renewal of this Agreement may result in the COUNTY's receipt of revenue after termination which are subject to RDS' fee, the COUNTY shall remain obligated after termination or non-renewal to provide to RDS such information as is necessary for RDS to calculate compensation due as a result of the receipt of revenue by the COUNTY. The COUNTY shall remain obligated to pay RDS' invoices therefore in accordance with the terms of this Agreement.

4. Indemnity: To the fullest extent allowed by law, RDS hereby agrees to indemnify and hold COUNTY harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising solely out of a breach of this Agreement by RDS.
5. Limitation of Liability: To the maximum extent permitted by law, in no event shall RDS, its employees, contractors, directors, affiliates and/ or agents be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not RDS has been advised of the possibility of any such loss or damage. In addition, RDS' total liability hereunder, including reasonable attorneys fees and costs, shall in no event exceed an amount equal to the fee paid by the COUNTY for the affected service to which the claim pertains. The foregoing sets forth the COUNTY's exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between RDS and the COUNTY and RDS' pricing reflects the allocation of risk and limitation of liability specified herein.
6. Equal Opportunity to Draft: The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party upon a claim that that party drafted the ambiguous language.
7. Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. RDS shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of COUNTY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, RDS may assign this Agreement, in whole or in part, without the consent of COUNTY to any corporation or entity into which or with which RDS has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of RDS; or any corporation or entity which acquires all or substantially all of the assets of RDS. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
8. Force Majeure: RDS shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
9. Subcontractors: RDS shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. RDS, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. RDS shall be solely responsible for and shall hold COUNTY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
10. Intellectual Property Rights: The entire right, title and interest in and to RDS' database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in RDS. The foregoing notwithstanding, in no event shall any COUNTY-owned data provided to RDS be deemed included within the Work Product.
11. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both parties hereto.
12. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
13. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence \_\_\_\_\_ 1, 2015.

**IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.**

PRA GOVERNMENT SERVICES, LLC d/b/a RDS

SPALDING COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF GEORGIA

By: \_\_\_\_\_  
Its: SVP, Operations

By: \_\_\_\_\_  
Its: Chairperson, Spalding Co. Bd. Of Comm

**Proposed pricing contained herein valid for 60 days from date of issuance. Issued 7/23/15 (sc)**

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

2. Request approval of an agreement with Tyler Technologies for Software as a Service ("SaaS") and Professional Services Agreement for ODYSSEY CASE Manager Licensed Software for the Superior, State and Magistrate Court Clerk and Odyssey Attorney Manager & Check Manager for the State Court Solicitor.

Mr. Wilson stated that Marcia Norris, Clerk of Superior Court, is here to answer any questions. He further advised that this is the software that is on the 2015 SPLOST. Mr. Wilson stated that we currently have a system that is 20 years old and the company who maintains this software is going to discontinue maintenance of this system. Mr. Wilson advised that the County pays approximately \$125,000 annually to Tyler Technologies to maintain the current system. Once the new system, SaaS (Software as a Service) is up and running, we will always have the most current software. The new system is a cloud based system and we will not have to maintain servers and computers on site like we currently do and the cost to maintain the new system is \$98,400 annually.

Mr. Wilson further advised that once the system is installed and all of the data is converted then everything will be SaaS in the Judicial System. All of the Courts will be able to communicate. The system will interface with Spillman which is the system used at the Jail, OSSI and the new CAD system at 911 and the City Police Department.

Commissioner Flowers-Taylor asked if the data transfer would be a physical transfer of all the records.

Marcia Norris, Superior Court Clerk, advised that indexing of all the records would be transferred from the current system on site.

Mr. Wilson advised that the records are currently digitized into one format and they would be loaded into the cloud database and converted into the new format and transferred so that the system will have access. Right now the files are located on a server in Ms. Norris' office.

Mr. Wilson then advised that the contract on the agenda is the contract as revised and approved to form by Mr. Fortune.

***Motion/Second by Hawbaker/Flowers-Taylor to approve an agreement with Tyler Technologies for Software as a Service ("SaaS") and Professional Services Agreement for ODYSSEY***

***CASE Manager Licensed Software for the Superior, State and Magistrate Court Clerk and Odyssey Attorney Manager & Check Manager for the State Court Solicitor. Motion carried unanimously by all.***

3. Consider approval of contract with New Horizon Consulting to provide PREA audit services for the Spalding County Correctional Institute. Mr. Wilson stated that Prison Rape Elimination Act (PREA) requires that every prison in Georgia have an audit every three years. He advised that Warden Humphrey has met with the two companies that perform these audits and he is recommending New Horizon Consulting. The money for this audit is in the FY2016 Budget. This is part of the requirement for housing State Inmates.

**CONTRACT FOR SERVICES BETWEEN NEW HORIZON CONSULTING  
AND SPALDING COUNTY**

This CONTRACT is entered into by and between **New Horizon Consulting LLC**, a Florida Limited Liability Company, whose principal office is located at 12121 Little Road Suite 286, Hudson, Florida 34668 (“Auditor”) and the **Spalding County Board of Commissioners**, whose principle office is located at **117 East Solomon Street, Griffin Ga. 30224** (“Agency”).

WHEREAS, the Prison Rape Elimination Act (PREA) was passed in 2003 to “provide for the analysis of the incidence and effects of prison rape in Federal, State, and local institutions and to provide information, resources, recommendations and funding to protect individuals from prison rape”; and

WHEREAS, PREA and the regulations implementing PREA require that qualifying detention facilities be audited on a periodic basis to determine compliance with PREA standards;

WHEREAS, the Agency operates the **Spalding County Correction Institute** (“Jail”), a qualifying detention facility, and seeks to enter into an contract for PREA audit services; and

WHEREAS, the Auditor is certified by the U.S. Department of Justice to conduct PREA audits; and

WHEREAS, the Agency has established a budget and provided for the purchase of such services; and

WHEREAS, the parties now desire to enter into a contract for the provision of PREA auditing services.

NOW, THEREFORE, in accordance with the terms and conditions set forth herein, it is further agreed between the parties as follows:

1. **Recitals.** The parties agree that the above “whereas” clauses are correct and hereby accept them as findings of fact.
2. **Term.** The term of this Contract shall be for a period of 1 year, from the date last signed below.
3. **PREA Auditing Standards.** The Agency and the Auditor shall comply with the requirements set forth in the PREA auditing standards provided in 28 C.F.R. 115.401-05 (2013), a copy of which is attached hereto and incorporated herein as **Exhibit A**.

### **PREA Auditing Standards**

#### **I. Auditor**

- **Designated Auditor.** The auditor may employ or partner with other auditors or staff. However, there shall be one designated Auditor who shall be the responsible auditor for purposes of this Contract and the PREA Auditing standards.
- **Auditor Staff.** In addition to the Auditor, only individuals authorized by the Auditor and the Agency may be present during the on-site portion of the audit to assist the auditor.
- **Auditor Expenses.** In addition the Auditors fees set forth below, the Agency shall bear all reasonable fees and expenses the auditors incurs in the conduct of the audit. Agency will provide ground transportation (either rental car fees or .55 cents per miles for use of personal vehicle) lodging, airfare to include (baggage fees, airport parking and shuttle fees) and government daily per diem rates. Reimbursement shall be provided within 15 days of the Auditor’s submission of receipts or other documentation to the Agency. Request for reimbursement of expenses other than ground transportation and meals must be approved in writing by the Agency. (Not to exceed \$600.00)
  - a. **Auditor Fees.** The Auditor shall be compensated for the initial audit and any required corrective action process as follows:
    - 1) \$450 per day for audit services provide on-site at the facility; Spalding County will take two days totaling \$900.00

- 2) \$56 an hour for pre-audit review, post audit work and preparation of the final report; and (not to exceed \$1,600.00)
- 3) \$56 an hour for services relating to development of a corrective action plan (if required) (not to exceed (\$116.00)

The Auditor shall invoice the Agency for payment of fees upon completion of (A) the on-site audit services, (B) the corrective action plan (if required), and (C) the final audit report.

- **Auditor Travel Fees.** The auditor will be paid for travel days at a rate of \$300.00 per travel day.
- **Prohibition on Additional Compensation.** The Auditor shall not accept any compensation for the conduct of the audit not set forth in this Contract.
- **Ex-Parte Communication.** The Auditor shall be permitted to initiate and receive ex parte communication with the community stakeholders, the PREA Resource Center, the Department of Justice, inmates, detainees, and residents, and other interested parties.
- **Auditor Responsibility and Authority.** The Auditor shall have the responsibility and authority to independently observe, assess, review and report on the Agency's implementation and compliance with the National PREA Standards. In order to accurately assess compliance at the facility, the Auditor shall: conduct an on-site inspection; observe programs and activities; interview pertinent administrators, professional staff, correctional staff, and Contractors; individually interview a sampling of inmates; review a sampling of videotapes from housing units; and conduct detailed reviews of inmate records and other pertinent documents and reports. The Auditor shall spend a sufficient amount of time at the facility in order to accurately assess day-to-day operations and conditions. The Auditor shall be responsible for independently verifying representation from the Agency regarding facility compliance.
- **Delivery of Contract to PRC.** Upon finalization, the Auditor shall provide a copy of this Contract to the PREA Resource Center for purposes of tracking Auditor activity.
- **Auditing Schedule.** The Auditor shall provide the Agency with a tentative schedule of activities during any on-site visits at least five days prior to arrival at the facility.

- **Public Statements.** Except as required or authorized by the PREA auditing standards; federal, state or local law; judicial order; this Contract; or as permitted by the Agency, the Auditor shall not make any oral or written public statements – including, but not limited to, statements to the press, conference presentations, lectures or articles – with regard to: the status of the Agency’s compliance or noncompliance with the PREA standards, or any act or omission of the Agency or its agents, representatives or employees.
  
- **Testimony.** Except as required or authorized by the terms of this Contract, or by permission of the Agency, the Auditor shall not testify in any litigation or proceeding with regard to the status of the Agency’s compliance or noncompliance with the National PREA Standards; or any act or omission of the Agency or its agents, representatives or employees, unless otherwise lawfully compelled to do so. If the Auditor is lawfully compelled to provide such information, the Auditor shall promptly notify the Agency.
  
- **Conflict of Interest.** The Auditor shall not accept employment or provide consulting services that would present a conflict of interest with his or her responsibilities under this contract, with the PREA auditing standards, or with auditor ethical guidance provided by the PREA Resource Center or the Department of Justice, including, but not limited to, being employed or retained by the Agency for purposes other than PREA auditing during the three year period prior to the audit, or during the three year period subsequent to the audit.
  
- **Auditor Independence.** Neither the Agency, nor any employee or agent of the Agency, shall have any supervisory authority over the Auditors activities, reports, findings, or recommendations.
  
- **Termination of the Auditor.** The auditor may be terminated if the agency and the Department of Justice agree and upon good cause shown. Good cause shall include, among other things, any violation of the PREA Standards; or federal, state, or local law, which reasonably calls into question the auditor’s fitness to continue serving as the Auditor.
  
- **Audit Report Delivery.** The Auditor shall provide the audit report to the Agency head and the facility superintendent within 30 calendar days of the conclusion of the auditor’s on-site visit. If there are no standards requiring corrective action, the audit report shall be considered final.
  
- **Corrective Action Process.** If the audit report indicates that corrective action is required, the Auditor and the Agency shall work to promptly and jointly develop a corrective action plan toward achieving compliance with all standards. The corrective action plan shall contain a timeline for specific

minimal remedial measures the Agency shall take to achieve compliance within a 180-day corrective action period. The Agency shall deliver, and the auditor shall review and comment upon, deliverables provided to the auditor pursuant to the corrective action timeline. Prior to the conclusion of the 180-day corrective action period, the Auditor shall issue his or her final report.

- **Notices:** Whenever any party desires to give notice unto the other party, notice may be sent to:

**For: Auditor:**

Ms. Katherine Brown  
New Horizon Consulting, LLC  
12121 Little Road, Suite 286  
Hudson, Fl., 34667

**For: Agency**

\_\_\_\_\_ (Name)  
\_\_\_\_\_ (Agency)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_

**II. The Agency**

- **Tentative Audit Timeline.** The parties tentatively agree that the initial on-site visit for the audit will occur during the following week: January 28-29, 2016.
- **Maintenance of Documentation and Information.** Any and all of the documentation (including electronic documentation) required by the National PREA Standards shall be maintained and secured by the Agency. The Auditor is authorized to request, review, and retain all such documentation prior to, during and after the on-site visit.
  - **Auditor Access.** The Agency shall ensure that the Auditor have access to the facility, documentation (including electronically-stored information), personnel, and inmates, consistent with the auditing standards, until the issuance of the final report.
- **Posting of Auditor Contact Information.** The Agency shall ensure that auditor contact information, together with a statement of confidentiality, shall be conspicuously displayed in all inmate housing units of the facility to be audited, for the six-week period prior to the on-site visit.
- **External Advocacy Organizations** The Agency shall work in good faith to identify and provide the Auditor with contact information for community-based or victim advocates who may have insight into relevant conditions in the facility, in order to permit the Auditor to fulfill his or her obligations under 28 C.F.R. 115.401(0).

- **Access to External Investigative Personnel.** The Agency shall make best efforts to obtain and provide information and personnel from external investigative entities relevant to compliance with the National PREA Standards to the Auditor.
- **Auditor Workspace and Electronics.** During any on-site visit, the Agency shall provide the auditor with reasonable workspace, and shall permit the auditor to maintain a laptop computer, access to or be allowed to bring in a scanner and internet access, mobile telephones, and/or a PDA within that workspace.
  - **Publication of Audit Report.** The Agency shall publish the final audit reports on the Agency website within 14 days of receipt of reports.
  - **Retaliation Safeguards.** The Agency agrees that it shall not retaliate against any person because that person has provided any information or assistance to the Auditor, has filed, or will file, a complaint, or has participated in any other manner in the conduct of the Audit. The Agency agrees that they shall investigate any allegations of retaliation in violation of National PREA Standards or this Contract and take corrective action identified through such investigations in a timely and thorough manner .
- **Mandatory and Discretionary Reporting Information.** The Agency shall determine whether, and to what extent, the Auditor is legally a mandatory or discretionary reporter of inmate abuse in the relevant jurisdiction, and the Agency shall also inform the Auditor contact information for the entity or entities that may legally accept any discretionary or mandatory reporting.

**Primary Points of Contact.** The Agency shall provide the Auditor with a list of primary points of contact (PPC) with respect to staff of all relevant disciplines within the agency and the facility. (e.g., mental health care, investigations, and housing classification) Conflict with PREA Standards. If any provision of this contract is found to be inconsistent with the PREA auditing standards, the auditing standards shall prevail.

**Termination of Contract.** The Agency shall be entitled to terminate this Contract in its entirety upon providing the Auditor with written notice at any time for the following reasons:

- 1) If the Auditor becomes insolvent, commits any act of bankruptcy, or makes a general assignment for the benefit of creditors; or

- 2) If the Auditor shall fail to prosecute the work, or any part thereof, with the diligence necessary to insure its progress and timely completion as prescribed by this Contract and shall fail to take such steps to remedy such default within five (5) calendar days after receipt of written notice of default; or
- 3) If the Auditor shall commit and act or omission that violates any law, PREA standard or other applicable government regulation.

The Auditor may terminate this Contract in its entirety upon the Agency's failure to timely submit payment as set forth in this Contract.

- a. Upon termination, the Auditor shall be entitled to payment on a pro rate basis for work completed in a satisfactory manner prior to receipt of notice of termination if an invoice is sent to the Agency within 30 days of the Auditor's receipt of the notice of termination.
- b. Independent Contractor. The relationship created by this Contract is that of an independent contractor. Auditor is not an agent or employee of the Agency for any purpose whatsoever.
- c. Appropriation of Funds. To the extent that funds are to be expended by the Agency in performing any of its obligations under the Contract, such funds are contingent upon budgetary approval by the Agency or its governing body and shall be lawfully expended for the purposes of this Contract for the current and future terms.
- d. Responsibility for Public Records. The Auditor acknowledges that section 119.0701, Florida Statutes, places certain responsibilities on parties that contract with government entities, including but not limited to the following:
  - 1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
  - 2) Provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in chapter 119, F.S., or as otherwise provided by law;
  - 3) Ensure that public records that are exempt, or confidential and exempt, from public record requirements are not disclosed except as authorized by law;
  - 4) Meet public record retention requirements;

- 5) Transfer to the public agency, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the agency.
- e. Disputes and Force Majeure.  
Neither party shall be liable for its failure to perform its obligations under this Contract if performance is made impractical, abnormally difficult, or abnormally costly due to any unforeseen occurrence beyond its reasonable control. However, this section may not be used by either party to avoid, delay or otherwise affect any payments due to other party.

**IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed as of the date set forth below.**

Katherine Brown

\_\_\_\_\_

**Katherine Brown (Printed Name)**  
**New Horizon Consulting**

**Printed Name (agency)**

\_\_\_\_\_  
**Katherine Brown (Signature)**

\_\_\_\_\_  
**Agency Head (Signature)**

\_\_\_\_\_

**Date**

**Date**

**“Exhibit A”**

**§ 115.401 Frequency and scope of audits.**

(a) During the three-year period starting on August 20, 2013, and during each three-year period thereafter, the agency shall ensure that each facility operated by the agency, or by a private organization on behalf of the agency, is audited at least once.

(b) During each one-year period starting on August 20, 2013, the agency shall ensure that at least one-third of each facility type operated by the agency, or by a private organization on behalf of the agency, is audited. (c) The Department of Justice may send a recommendation to an agency for an expedited audit if the Department has reason to believe that a particular facility may be experiencing problems relating to sexual abuse. The recommendation may also include referrals to resources that may

assist the agency with PREA-related issues. (d) The Department of Justice shall develop and issue an audit instrument that will provide guidance on the conduct of and contents of the audit. (e) The agency shall bear the burden of demonstrating compliance with the standards. (f) The auditor shall review all relevant agency-wide policies, procedures, reports, internal and external audits, and accreditations for each facility type. (g) The audits shall review, at a minimum, a sampling of relevant documents and other records and information for the most recent one-year period. (h) The auditor shall have access to, and shall observe, all areas of the audited facilities. The auditor shall be permitted to request and receive copies of any relevant documents (including electronically stored information). (j) The auditor shall retain and preserve all documentation (including, *e.g.*, video tapes and interview notes) relied upon in making audit determinations. Such documentation shall be provided to the Department of Justice upon request. (k) The auditor shall interview a representative sample of inmates, residents, and detainees, and of staff, supervisors, and administrators. (l) The auditor shall review a sampling of any available videotapes and other electronically available data that may be relevant to the provisions being audited. (m) The auditor shall be permitted to conduct private interviews with inmates, residents, and detainees. (n) Inmates, residents, and detainees shall be permitted to send confidential information or correspondence to the auditor in the same manner as if they were communicating with legal counsel. (o) Auditor shall attempt to communicate with community-based or victim advocates who may have insight into relevant conditions in the facility.

**§ 115.402 Auditor qualifications.**

(a) An audit shall be conducted by: (1) A member of a correctional monitoring body that is not part of, or under the authority of, the agency (but may be part of, or authorized by, the relevant State or local government); (2) A member of an auditing entity such as an inspector general's or ombudsperson's office that is external to the agency; or (3) Other outside individuals with relevant experience. (b) All auditors shall be certified by the Department of Justice. The Department of Justice shall develop and issue procedures regarding the certification process, which shall include training requirements. (c) No audit may be conducted by an auditor who has received financial compensation from the agency being audited (except for compensation received for conducting prior PREA audits) within the three years prior to the agency's retention of the auditor. (d) The agency shall not employ, contract with, or otherwise financially compensate the auditor for three years subsequent to the agency's retention of the auditor, with the exception of contracting for subsequent PREA audits.

**§ 115.403 Audit contents and findings.**

(a) Each audit shall include a certification by the auditor that no conflict of interest exists with respect to his or her ability to conduct an audit of the agency under review. (b) Audit reports shall state whether agency-wide policies and procedures comply with relevant PREA standards. (c) For each PREA standard, the auditor shall determine whether the audited facility reaches one of the following findings: Exceeds Standard

(substantially exceeds requirement of standard); Meets Standard (substantial compliance; complies in all material ways with the standard for the relevant review period); Does Not Meet Standard (requires corrective action). The audit summary shall indicate, among other things, the number of provisions the facility has achieved at each grade level. (d) Audit reports shall describe the methodology, sampling sizes, and basis for the auditor's conclusions with regard to each standard provision for each.

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/ Vol. 77, No. 119 / Wednesday, June 20, 2012 / Rules and Regulations audited facility, and shall include recommendations for any required corrective action. (e) Auditors shall redact any personally identifiable inmate or staff information from their reports, but shall provide such information to the agency upon request, and may provide such information to the Department of Justice. (f) The agency shall ensure that the auditor's final report is published on the agency's Web site if it has one, or is otherwise made readily available to the public.

**§ 115.404 Audit corrective action plan.**

(a) A finding of "Does Not Meet Standard" with one or more standards shall trigger a 180-day corrective action period. (b) The auditor and the agency shall jointly develop a corrective action plan to achieve compliance. (c) The auditor shall take necessary and appropriate steps to verify implementation of the corrective action plan, such as reviewing updated policies and procedures or re-inspecting portions of a facility. (d) After the 180-day corrective action period ends, the auditor shall issue a final determination as to whether the facility has achieved compliance with those standards requiring corrective action. (e) If the agency does not achieve compliance with each standard, it may (at its discretion and cost) request a subsequent audit once it believes that it has achieved compliance.

**§ 115.405 Audit appeals.**

(a) An agency may lodge an appeal with the Department of Justice regarding any specific audit finding that it believes to be incorrect. Such appeal must be lodged within 90 days of the auditor's final determination. (b) If the Department determines that the agency has stated good cause for a re-evaluation, the agency may commission a re-audit by an auditor mutually agreed upon by the Department and the agency. The agency shall bear the costs of this re-audit. (c) The findings of the re-audit shall be considered final.

***Motion/Second by Ray/Miller to approve the contract with New Horizon Consulting to provide PREA audit services for the Spalding County Correctional Institute.***

Commissioner Flowers-Taylor asked who has been doing this audit up until now.

Warden Carl Humphrey advised that this has not been a requirement. The law was actually enacted in 2003 however the audits were not required until 2013 and they are to be conducted once every three years. This is a federally mandated requirement.

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

4. Consider resolution authorizing the execution and delivery of an Intergovernmental Agreement with the Cities of Griffin, Orchard Hill and Sunny Side for allocations of a proposed 2015 SPLOST.

Mr. Wilson stated that this Resolution authorizes the Chairman to execute the Intergovernmental Agreement that details how much each entity will receive from the SPLOST proceeds. He advised that Attachment A to the Intergovernmental Agreement defines the funding each entity will receive. The County is required to execute an intergovernmental agreement with the cities in order to have a six year SPLOST which is 24 calendar quarters.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SPALDING COUNTY, GEORGIA AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITIES OF GRIFFIN, SUNNY SIDE AND ORCHARD HILL, GEORGIA; AND FOR OTHER PURPOSES**

WHEREAS, Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the “Act”), provides for the creation of a special district in each county in the State of Georgia and authorizes the imposition of a one percent sales and use tax (the “Sales and Use Tax”) in such district for purposes, *inter alia*, of financing roads, streets and bridges and certain capital outlay projects specified therein and retiring previously incurred general obligation debt; and

WHEREAS, Spalding County, Georgia (the “County”), the City of Sunny Side, Georgia, the City of Orchard Hill, Georgia and the City of Griffin, Georgia propose to enter into a Special Purpose Local Option Sales Tax Intergovernmental Contract (the “Contract”), for the purpose of specifying the duration of the imposition of such Sales and Use Tax, the projects to be funded with such Sales and Use Tax, providing for the distribution of the proceeds of the Sales and Use Tax between the Cities and the County, and providing for the issuance by the County and the City of Griffin of the Bonds referred to therein; and

WHEREAS, the Board of Commissioners of the County has determined that imposing the Sales and Use Tax and entering into the Contract is in the best interest of the citizens of the County;

NOW, THEREFORE, BE IT RESOLVED by the Board, and it is hereby resolved by authority of the same as follows:

Section 1. Authorization of Contract. The execution and delivery by the Chairman of the Board of Commissioners and the Clerk of the County of the Contract is hereby authorized and approved. The Contract shall be in substantially the form attached hereto as Exhibit "A", subject to such changes, insertions and omissions as may be approved by the Chairman and the Clerk executing the same, and the execution of such Contract by the Chairman and the Clerk as herein authorized shall be conclusive evidence of such approval.

Section 2. General Authority. From and after the date of adoption of this resolution, the Chairman of the Board of Commissioners and the Clerk of the County are hereby authorized and empowered to take such other actions and to execute for and on behalf of the County all such agreements, certificates, affidavits and other documents as may be necessary or desirable in connection with the execution and delivery by the County of the Contract and the effectuation of the matters contemplated by this Resolution.

Section 3. Actions Approved and Confirmed. All acts and doings of the officers, members, agents and employees of the County which are in conformity with the purposes and intents of this Resolution and in the furtherance of the execution, delivery and performance of the Contract shall be, and the same hereby are, in all respects approved and confirmed.

Section 4. Severability of Invalid Provisions. If any one or more of the provisions herein contained shall be invalid, then such provisions shall be null and void and shall be deemed separable from the remaining provisions and shall in no way affect the validity of any of the other provisions hereof.

Section 5. Repealing Clause. All resolutions or parts thereof of the Board of Commissioners of the County in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

This 3<sup>rd</sup> day of August, 2015.

SPALDING COUNTY, GEORGIA

By:

---

Chairman, Board of Commissioners  
of Spalding County, Georgia

(SEAL)

\_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Ex Officio Clerk, Board of  
Commissioners of Spalding  
County, Georgia

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Exhibit A

[Attach Copy of Contract]

CLERK'S CERTIFICATE

I, the undersigned Clerk of the Board of Commissioners of Spalding County, DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the Board of Commissioners of Spalding County, Georgia on August 3, 2015, at a meeting which was duly called and assembled and open to the public and at which a quorum was present and acting throughout, which resolution has not been modified, repealed, revoked or rescinded as of the date hereof.

This 3<sup>rd</sup> day of August, 2015.

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Ex Officio Clerk, Board of Commissioners of  
Spalding County, Georgia

(SEAL)

***Motion/Second by Ray/Hawbaker to approve a resolution authorizing the execution and delivery of an Intergovernmental Agreement with the Cities of Griffin, Orchard Hill and Sunny Side for allocations of a proposed 2015 SPLOST. Motion carried unanimously by all.***

5. Consider Resolution authorizing the 2015 SPLOST Referendum to be included on the November 3, 2015 ballot.

Mr. Wilson advised that the document is the actual Resolution that details out the wording in the ballot. He stated that Commissioner Flowers-Taylor had expressed some concerns and had some questions regarding the wording in the ballot. He stated that he had contacted Floyd Newton at King and Spalding regarding making changes to the form of the ballot. Mr. Wilson then address the following questions from Commissioner Flowers-Taylor:

- Why the City of Griffin is paying their bond interest beginning in 2017 and the County is not starting to repay interest on bonds until 2020.

As discussed at the last meeting, the County elected to delay principal payments to allow funding at the beginning for some of the pay as you go projects rather than having to wait until the end of the SPLOST to fund those projects.

The delay in principal payments should give the County approximately \$4 million per year for the first three years to start, and hopefully complete, some of the pay as you go projects.

- Questions regarding wording on the ballot:
  - ✓ Page 4 of the Resolution – Why is the Fairmont/Heritage Park project listed separately from the other Parks and Recreation Projects. The reason for this is because the Fairmont/Heritage Park project is included in the projects for which bonds are to be issued and the remaining projects will be on a pay as you go basis.

- ✓ Concern over the general public not knowing what CAD means. We will change this to read Computer Aided Dispatch (CAD) for better understanding by the general public. We have been advised by Bond Counsel that we can spell that out.
- ✓ Item I – Resurfacing, paving and repair of roads, streets and bridges. We will be adding “and other transportation purposes” so that we can do intersection improvements and things of that nature. There are a couple of intersection improvements that are needed.
- ✓ Item A – “Retirement or payment of outstanding indebtedness for the acquisition of the Correctional Facility, Administrative Building, Senior Center Furniture, Fire Trucks and LB Norton Fire Station.” Mr. Wilson advised that although the intention of the Board is to roll by taxes as a result of paying off the indebtedness, you cannot specifically state in the ballot that the purpose of retirement of outstanding indebtedness is for a reduction in taxes.

Commissioner Flowers-Taylor and Commissioner Miller expressed their concern that the purpose of the debt payoff is to reduce property taxes and that will not be on the ballot.

Mr. Wilson advised that he had spoken with Bond Counsel about this and that it is illegal to phrase that the purpose of paying off outstanding indebtedness is to reduce property taxes. Mr. Wilson then stated that at the SPLOST presentations, it is being made clear that the purpose of the debt payoff is to allow for a reduction in property taxes.

Commissioner Ray advised that when the SPLOST taxes were implemented in the 1990’s that 11 counties in the State of Georgia utilized the SPLOST tax to roll back taxes the first year the SPLOST was implemented. After that, the State Legislature came back and rewrote the law stating that SPLOST collections cannot be used for the rollback of taxes. Anyone who had implemented it in year one was grandfathered in, but anyone who tried to implement it afterwards could not and at that time it was taken out of the wording for any SPLOST election.

- ✓ Item O – “acquisition of vehicles and equipment for the Sheriff’s Department.” This will be changed to read “acquisition of vehicles and equipment for the Sheriff’s Department Gang Reduction and Intervention Project (GRIP).”
- ✓ Item L – “acquisition and equipping of materials and technology request for Griffin-Spalding Library.” The word “request” will be removed from Item L so that it will read “acquisition and equipping of materials and technology for the Griffin-Spalding Library.”

***Motion/Second by Hawbaker/Flowers-Taylor to approve the Resolution, with the edits as outlined, authorizing the 2015 SPLOST Referendum to be included on the November 3, 2015 allot.***

Commissioner Flowers-Taylor asked if it is permissible on the ballot to bold where the Spalding County Projects are located, where the City of Griffin Projects are located, where the Sunny Side and the Orchard Hill Projects are located. She stated that this would make it easier for citizens voting and

want to make sure that they projects they are voting for are contained in the ballot.

Mr. Wilson then confirmed that for (i) Spalding County, (ii) City of Griffin, (iii) City of Orchard Hill and (iv) Sunny Side should be bolded to distinguish that project list.

***Motion/second withdrawn by Commissioner Hawbaker and Flowers-Taylor.***

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SPALDING COUNTY, GEORGIA AUTHORIZING THE IMPOSITION OF A ONE PERCENT SALES AND USE TAX AS AUTHORIZED BY ARTICLE 3 OF CHAPTER 8 OF TITLE 48 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED; SPECIFYING THE PURPOSES FOR WHICH THE PROCEEDS OF SUCH TAX ARE TO BE USED; SPECIFYING THE PERIOD OF TIME FOR WHICH SUCH TAX MAY BE IMPOSED; SPECIFYING THE ESTIMATED COST OF THE CAPITAL OUTLAY PROJECTS TO BE FUNDED FROM THE PROCEEDS OF SUCH TAX; AUTHORIZING THE ISSUANCE BY SPALDING COUNTY AND BY THE CITY OF GRIFFIN, GEORGIA OF CERTAIN GENERAL OBLIGATION DEBT SECURED BY THE PROCEEDS OF SUCH TAX; SPECIFYING THE MAXIMUM PRINCIPAL AMOUNT OF SUCH GENERAL OBLIGATION DEBT TO BE ISSUED; SPECIFYING THE PURPOSE FOR WHICH SUCH GENERAL OBLIGATION DEBT IS TO BE ISSUED; SPECIFYING THE MAXIMUM INTEREST RATE OR RATES OF INTEREST WHICH SUCH GENERAL OBLIGATION DEBT MAY BEAR; SPECIFYING THE PRINCIPAL AMOUNT TO BE PAID IN EACH YEAR DURING THE LIFE OF SUCH GENERAL OBLIGATION DEBT; REQUESTING THE BOARD OF ELECTIONS OF SPALDING COUNTY TO CALL AN ELECTION OF THE VOTERS OF THE SPECIAL DISTRICT OF SPALDING COUNTY AND THE CITY OF GRIFFIN TO APPROVE THE IMPOSITION OF SUCH SALES AND USE TAX AND THE ISSUANCE OF SUCH GENERAL OBLIGATION DEBT; APPROVING THE FORM OF BALLOT TO BE USED IN SUCH ELECTION; AND FOR OTHER PURPOSES

WHEREAS, Section 48-8-110 *et seq.* of the Official Code of Georgia Annotated, as amended (the "Act"), authorizes the imposition of a one percent sales and use tax for the purpose, *inter alia*, of financing or refinancing certain capital outlay projects and paying certain prior indebtedness; and

WHEREAS, a meeting was held by Spalding County (the "County") and the Cities of Griffin ("Griffin" or the "City of Griffin"), Orchard Hill ("Orchard Hill"), and Sunny Side ("Sunny Side," and together with Griffin and Orchard Hill, the "Cities") on May 18, 2015, at least 30 days prior to the date of adoption of this resolution, to discuss the capital outlay projects that would be included in the proposed referendum; and

WHEREAS, the Board of Commissioners of Spalding County (the "Board") provided written notice by mail at least 10 days in advance of such meeting to the chief elected official of each of the Cities which constitute all of the Qualified Municipalities (as such term is defined in the Act) located within the County, notifying them of the date, time, location and purpose of the meeting; and

WHEREAS, the County and the Cities propose to enter into a Special Purpose Local Option Sales Tax Intergovernmental Contract (the "Contract," attached hereto as Exhibit "A"), effective as of August 3, 2015, which the Cities have executed and delivered to the County at this meeting for the County's approval and execution; and

WHEREAS, the Board has determined that it is in the best interest of the citizens of the County that a one percent sales and use tax be imposed in the special district consisting of Spalding County to raise an estimated amount of approximately \$50,400,000 for the purposes of funding the projects and paying prior indebtedness referred to in the Contract (collectively, the “Projects”); and

WHEREAS, the Board has also determined that it is in the best interest of the citizens of the County to issue general obligation debt (the “County Bonds”) not to exceed \$8,800,000, which will be secured by a portion of the proceeds of such sales and use tax and will fund certain of the County Projects; and

WHEREAS, the City of Griffin has determined that it is in the best interest of the citizens of the City of Griffin to issue general obligation debt (the “Griffin Bonds”) not to exceed \$10,570,000, which will be secured by a portion of the proceeds of such sales and use tax and will fund certain of the City of Griffin Projects; and

WHEREAS, the County has determined that, during each year in which any payment of principal or interest on the County Bonds and Griffin Bonds will come due, the County and Griffin, as appropriate, will receive net proceeds from the sales and use tax proceeds authorized by this resolution sufficient to fully satisfy the such entity’s obligation to pay such principal and interest on a current basis;

NOW, THEREFORE, BE IT RESOLVED by the Board, and it is hereby resolved by authority of the same as follows:

Section 1. Authorization of Sales and Use Tax. (a) In order to finance the Projects and provide for the repayment of certain prior indebtedness, there is hereby authorized to be levied and collected within the County a sales and use tax in the amount of one percent on all sales and uses in the special district consisting of Spalding County as provided in the Act. As required by Section 48-8-111(a) of the Act, the proceeds of such tax will be used to finance the capital outlay projects or pay the previously incurred indebtedness referred to in the Contract, and the estimated amount of sales tax allocable to each of such purposes is shown on such Contract.

Such sales and use tax is hereby authorized to be imposed for a period of 24 consecutive calendar quarters commencing on April 1, 2016.

(b) Assuming that the imposition of such sales and use tax and the issuance of the County Bonds is approved by the voters of the County and the special district consisting of the County in the election hereinafter referred to, the County is hereby authorized to issue the County Bonds (in whole or in part), secured by a portion of the proceeds of such sales and use tax, in the aggregate principal amount of not to exceed \$8,800,000. The County Bonds shall bear interest from the first day of the month during which the County Bonds are to be issued or from such other date as may be designated by the County prior to the issuance of the County Bonds, at a rate or rates to be determined in a supplemental resolution to be adopted by the County prior to the issuance of the County Bonds, which rate or rates shall not exceed 5.50% per annum, payable semiannually on the first days of January and July in each year until paid, commencing on July 1, 2016, and the maximum amount of principal to be paid on July 1 in each year during the life of such debt shall be as follows:

<u>Date</u>	<u>Amount</u>
2020	\$2,870,000
2021	\$2,930,000
2021	\$3,000,000

The County has agreed that the proceeds of the County Bonds shall be deposited by the County in a separate account or accounts for the purpose of funding the Projects of the County shown in the Contract (collectively, the “County Bond Financed Projects”), and any interest earnings on such proceeds shall be similarly applied by the County.

The portion of the sales and use tax proceeds received by the County in any year pursuant to the imposition of such tax shall first be used for paying debt service requirements on the County Bonds for any such year before such proceeds are applied for the purposes of paying the other projects of the County authorized above. Proceeds of the sales and use tax not required to be deposited in the separate fund in any year for the payment of principal and interest on the County Bonds coming due in the current year shall be deposited in a separate trust fund to be maintained by the County and applied toward funding the County Projects to the extent such Projects have not been funded with County Bond proceeds as provided in the Contract.

(c) Assuming that the imposition of such sales and use tax is approved in the special district consisting of Spalding County, and that the issuance of the Griffin Bonds is approved by the voters of the City of Griffin, in the election hereinafter referred to, Griffin is hereby authorized to issue the Griffin Bonds (in whole or in part), secured by a portion of the proceeds of such sales and use tax, in the aggregate principal amount of not to exceed \$10,570,000. The Griffin Bonds shall bear interest from the first day of the month during which the Griffin Bonds are to be issued or from such other date as may be designated by Griffin prior to the issuance of the Griffin Bonds, at a rate or rates to be determined in a supplemental resolution to be adopted by Griffin prior to the issuance of the Griffin Bonds, which rate or rates shall not exceed 5.50% per annum, payable semiannually on the first days of January and July in each year until paid, commencing on July 1, 2016, and the maximum amount of principal to be paid on July 1 in each year during the life of such debt shall be as follows:

<u>Date</u>	<u>Amount</u>
2017	\$1,370,000
2018	\$1,790,000
2019	\$1,805,000
2020	\$1,835,000
2021	\$1,865,000
2022	\$1,905,000

Griffin has agreed that the proceeds of the Griffin Bonds shall be deposited by Griffin in a separate account or accounts for the purpose of funding the Projects of Griffin shown in the Contract (collectively, the “Griffin Bond Financed Projects”), and any interest earnings on such proceeds shall be similarly applied by Griffin.

The portion of the sales and use tax proceeds received by Griffin in any year pursuant to the imposition of such tax shall first be used for paying debt service requirements on the Griffin Bonds for any such year before such proceeds are applied for the purposes of paying the other projects of Griffin authorized above. Proceeds of the sales and use tax not required to be deposited in the separate fund in any year for the payment of principal and interest on the Griffin Bonds coming due in the current year shall be deposited in a separate trust fund to be maintained by Griffin and applied toward funding the Griffin Projects to the extent such Projects have not been funded with Griffin Bond proceeds as provided in the Contract.

Section 2. Call for Election. There is hereby called an election to be held in all the voting precincts in the County on the 3rd day of November, 2015, for the purpose of submitting to the qualified voters of the County the question set forth in Section 3 below.

Section 3. Form of Ballot. The ballots to be used in such election should have written or printed thereon substantially the following:

YES      Shall a special one percent sales and use tax be imposed in the special district consisting of Spalding County for a period of time not to exceed 24 calendar quarters and for the raising of an estimated amount of \$50,400,000 for the purpose of funding the following projects: **(i) for Spalding County** (A) retirement or payment of outstanding indebtedness for the acquisition of Correctional Facility, Administrative Building, Senior Center Furniture, Fire Trucks and LB Norton Fire Station, (B) acquisition and installation of a Computer Aided Dispatch (CAD) and Phone System for E911, (C) equipment for the Senior Nutrition Program, (D) judicial computers/software upgrades, (E) acquisition and construction of a recreation facility to be used for “pickleball”, (F) Fairmont/Heritage Park improvements, (G) acquisition and installation of lighting for soccer at Wyomia Tyus Park, (H) relocation of 800 MHz Equipment from Highway 155, (I) resurfacing, paving and repair of roads, streets and bridges and other transportation improvements (J) acquisition and equipping of fire trucks, tankers and extraction tools for the Fire Department, (K) renovation of the Animal Control Facility, (L) acquisition and equipping of materials and technology for Griffin-Spalding Library System, (M) improvements to AMBUCS Park, City Park, Dundee Lake Park and Wyomia Tyus Park, (N) construction and equipping of a new Aquatics Center, and (O) acquisition of vehicles and equipment for the Sheriff’s Department Gang Reduction and Intervention Program (GRIP); **(ii) for the City of Griffin** (A) roads, streets, bridges and transportation improvements, (B) retirement or payment of outstanding indebtedness for the acquisition of One Griffin Center, (C) acquisition, construction and installation of a replacement fire headquarters and aerial truck, (D) remodeling and repurposing of Historic City Hall, and (E) acquisition of property in blighted areas or on which an existing structure is substandard, deteriorated, or dilapidated and capital expenses for community redevelopment and the eradications of slums and blight; **(iii) for the City of Orchard Hill** (A) early storm warning system, (B) drainage pipe on Johnston Road, (C) refurbish water tank, (D) telephone pole on Macon/County Line Road, (E) roads, streets, bridges and transportation improvements, (F) park improvements including three new pavilions, (G) new utility building and (H) inter-city road improvements and equipment; and **(iv) for the City of Sunny Side** (A) solar powered speed limit signs, (B) tornado warning sirens, (C) 3-way LED caution light, (D) playground unit with concrete base, (E) roads, streets, bridges and transportation improvements, and (F) sanitary sewer study. If imposition of the tax is approved by the voters in the County, such vote shall also constitute approval of the issuance of general obligation debt of Spalding County in the

NO

principal amount of not to exceed \$8,800,000 for the purposes described in (i)(A), (B), (C), (D), (E), (F), (G) and (H) above. If imposition of the tax is approved by the voters in the special district consisting of Spalding County and also by the voters in the City of Griffin, such vote shall also constitute approval of the issuance of general obligation debt of the City of Griffin in the principal amount of not to exceed \$10,570,000 for the purposes described in (ii)(B), (C), and (D) above.

Section 4. Manner of Election. The date of such election shall be and is hereby set for November 3, 2015, and the polls of each election district of the County shall be open at 7:00 a.m. and close at 7:00 p.m., and the election shall be held by the same persons and under and in accordance with the election laws of the State of Georgia, and the returns of such election shall be made to the Board of Commissioners of Spalding County and the Board of Elections of Spalding County (the "Board of Elections"), which shall count the votes, consolidate the returns, and declare the result of such election in the manner required by law.

Section 5. Publication of Notice of Election. The Board of Elections is hereby authorized and requested to publish the notice of such election as required by law in the newspaper in which Sheriff's advertisements for the County are published once a week commencing the week of September 28, 2015 in substantially the form attached hereto as Exhibit "B." Prior to the date of the election authorized herein, there shall be appointed proper Election Managers and Clerks to supervise and hold such election.

Section 6. Property Tax Levy. (a) Should the County Bonds be authorized by the requisite number of qualified voters, the Board shall levy a tax upon all property subject to taxation for general obligation bond purposes within the County sufficient in amount to pay the principal of and interest on the County Bonds at their respective maturities to the extent of any deficiency in the County's portion of such sales and use tax proceeds.

(b) Should the Griffin Bonds be authorized by the requisite number of qualified voters in Griffin, Griffin shall levy a tax upon all property subject to taxation for general obligation bond purposes within Griffin sufficient in amount to pay the principal of and interest on the Griffin Bonds at their respective maturities to the extent of any deficiency in Griffin's portion of such sales and use tax proceeds.

Section 7. Notice to Board of Elections. The Clerk of the Board of Commissioners of the County is hereby authorized and directed to deliver a copy of this resolution to the Board of Elections, with a request that the Board of Elections join in this call of the election.

Section 8. Advertisements as Binding Statements of Intention. As required by Section 36-82-1(d) of the Official Code of Georgia Annotated, any brochures, listings or other advertisements issued by the County or by any other person, firm, corporation or association with the knowledge and consent of the County, shall be deemed to be a statement of intention of the County concerning the use of the proceeds of the County Bonds or Griffin Bonds, and such statement of intention shall be binding on the County and Griffin in the expenditure of any such bond funds or interest received from such bond funds which have been invested.

Section 9. Further Authority. The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with the imposition of such sales and use tax, the acquisition, construction,

and installation of the projects above described, and the issuance of the County Bonds and the Griffin Bonds as herein provided.

Section 10. Effective Date. This Resolution shall take effect immediately upon its adoption.

This 3rd day of August, 2015.

SPALDING COUNTY, GEORGIA

By: \_\_\_\_\_  
Chairman, Board of Commissioners  
of Spalding County, Georgia

(SEAL)

\_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Ex Officio Clerk, Board of  
Commissioners of Spalding  
County, Georgia

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

***Motion/Second by Hawbaker/Flowers-Taylor to adopt the 2015 SPLOST Resolution with the changes discussed to include bolding of the headings at the beginning of each project list for the individual municipalities and the County. Motion carried 4-1 (Miller).***

- 6. Consider approval of Community Services Block Grant Amendment #2 as recommended by the CSBG Advisory Board.

Mr. Wilson stated that the CSBG Advisory Board met last week and the notes from that meeting have been provided to the Board. There is approximately \$54,000 in funding that is available to Spalding County, but it must be spent by September 30 because it is on a federally funded plan. The group met and identified projects for the use of these funds.

Mr. Wilson then reviewed the recommendations of the CSBG Advisory Board for the use of this funding. Jeannie Brantley from the Three Rivers Regional Commission was available to answer questions for the Board of Commissioners.

***Motion/Second by Ray/Miller to approve the Community Services Block Grant Amendment #2 as recommended by the CSBG Advisory Board.***

Commissioner Flowers-Taylor had questions regarding the proposed expenditures and questioned Ms. Brantley on why the money is being distributed in the manner recommended by the CSBG Advisory Board. She expressed her concerns surrounding the Meals on Wheels, purchase of fans

for qualified families and Salvation Army projects outlined in the proposed budget.

Ms. Brantley advised that the funding is allocated for such a short period of time that the CSBG Advisory Board makes every effort to identify programs and services that will best utilize the funding within the short time frame allotted for the additional money.

***Motion carried 4-1 (Flowers-Taylor).***

7. Consider approval on first reading an ordinance 2015-07 to amend the Spalding County Code of Ordinances by adding a new subsection to section 12-1016 to be designated as subparagraph (C) Sterilization Requirement.

***Motion/Second by Hawbaker/Ray to table on first reading an ordinance 2015-07 to amend the Spalding County Code of Ordinances by adding a new subsection to section 12-1016 to be designated as subparagraph (C) Sterilization Requirement. Motion carried unanimously by all.***

8. Consider for approval on first reading an amendment to Part XII, Animals, Chapter 1, Animal Control, of the Spalding County Code of Ordinances by adding a new section to said chapter to be denominated as Section 12-1007 -Unaltered Animal Permit.

***Motion/Second by Hawbaker/Ray to table on first reading an amendment to Part XII, Animals, Chapter 1, Animal Control, of the Spalding County Code of Ordinances by adding a new section to said chapter to be denominated as Section 12-1007 Unaltered Animal Permit. Motion carried unanimously by all.***

9. Establish a date for a workshop to finalize the Substandard Housing Ordinance and discuss Tax Allocation Districts and Purchasing Cards. Consensus of the Board is to have establish a workshop to finalize the Substandard Housing Ordinance and to discuss Tax Allocation Districts and implementation of the usage of Purchasing Cards for August 17<sup>th</sup>, 9:00 a.m.
10. Consider cancellation of the September 7, 2015 Board of Commissioner's meeting.

***Motion/Second by Ray/Miller to cancel the Spalding County Board of Commissioners Regular Meeting on September 7, 2015 in observance of the Labor Day holiday. Motion carried unanimously by all.***

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

- Mr. Wilson announced that today is the first day of the Senior Nutrition Program. There were 68 home delivered meals and 79 in house congregate meals and 14 of those were Golden Age Club members. He invited the Board to come out and have lunch they will be serving every day from 11:00 a.m. until 1:00 p.m. He further stated that everyone who participated today commented on how good the food was and stated that they were going to tell friends.
- Mr. Wilson advised that he had sent the Board a memo regarding the Tax Digest this weekend. He stated that when the FY2016 budget was prepared, we estimated a 3% net digest growth. We did not receive the 3% net digest growth. Additionally the digest growth that we did have is reassessed digest growth, not natural growth and according to the rules of the revenue department in order for us to have the same millage rate as we had last year, 16.010 mills we must advertise a tax increase and hold three public hearings.

Mr. Wilson advised that staff recommends that we stay with the 16.010 millage rate, we will be a little short because we budgeted on a 3% net digest increase and we actually had a 2.57% net digest increase. We must conduct three public hearings and issue a press release notifying of a property tax increase, but he advised that he will get with the news media and explain that it is as defined by the Department of Revenue, and if your assessment did not change, your tax bill will be exactly the same as it was last year for the County portion of the property tax.

Mr. Wilson then advised that the roll back mileage rate would be 15.428 this mileage rate would generate \$21.5 million which would be a reduction in revenue of approximately \$900,000 less than we had budgeted for in the FY2016 budget.

This legislation basically states that a County is entitled to the natural growth of the tax digest through new construction, industry or businesses; but when the growth is based on a change in assessment the State mandates that you calculate the rollback millage rate and you have to use that roll back millage rate. The County is required to advertise our five year history for 15 days and on the 16<sup>th</sup> day we can adopt a mileage rate. So in order for us to adopt a millage rate tentatively on August 27<sup>th</sup>, we need to have this history in the paper by August 11<sup>th</sup>. Mr. Wilson stated that he would need an answer as quickly as possible in order to make the deadline of August 7<sup>th</sup> to get the ad in the paper.

Mr. Wilson stated that he needs to know tomorrow, August 4<sup>th</sup>, how the Board wants to go. He advised that he will get the preliminary fund balance numbers and advise the Board so that they can make a decision.

## **XII. REPORT OF COMMISSIONERS**

**Commissioner Hawbaker** stated that he had seen on the Spalding County discussion page where two Spalding County firefighters for assisted a citizen in opening a car door for a parent who had accidentally locked her child in the car he wanted to send out a huge thank you to those two firefighters.

He wanted to commend some of the residents in the district he represents on their athletic achievements. Two couples from his district who are members of the Spalding County Shuffleboard Team, the Campbells and the Rowans, recently competed in the Senior Games held in Minneapolis, MN. Mrs. Campbell came in third in the national games winning a bronze medal. The Rowans and Campbells came in 8<sup>th</sup> in the mixed shuffle board competition.

Georgia State Games recently held it's events for Pickleball at Kennesaw Mountain High School and there were a number of residents from District 5 who medaled in that competition.

Mr. Hawbaker stated that he hopes at some point that the school district tax on seniors will be reduced or eliminated. He stated that at some point the seniors in this community should be given a tax break and not have to pay for other peoples' children to attend school.

**Commissioner Flowers-Taylor** stated she is interested in hearing what the fund balance is because she is so not wanting to vote for a tax increase. She is waiting to hear from Kelly and Robby at Parks and Rec to see how program was received in keeping the gyms open this summer and if it helped in the community.

Commissioner Flowers-Taylor stated another item of interest is that Impact Racing Club, located on Kentucky Avenue along with the families that live on Kentucky Avenue are working to clean the area up. They will be having a community event on the 23<sup>rd</sup> of August and the Collaborative will be there, the Police Department and the Fire Department that will give the people in the

community the opportunity to voice their concerns about what is going on in that area and on that street. There has been a lot of gang activity in that area.

**Commissioner Ray** – Wanted to thank the CI, the Construction and Maintenance Department, Public Works Department and the Parks and Recreation Department and Assistant County Manager, Eric Mosley, for everything they have done to pull the senior nutrition program together in a short period of time.

He stated that he had asked County Manager Wilson to look at the Freeport taxes for Spalding County and to compare with what the other counties around us are exempting, specifically Fayette, Henry and Coweta counties.

Commissioner Ray stated that there is one thing that he would like for the Board to consider when it comes to Animal Control. He advised that they have a Doctor serving on the Board of Health and he would like in the upcoming year for the County to consider appointing a vet to be on the ACCAB Board Spalding County.

School System taxes were reduced one time before by the County without the approval of the Board of Education. If the Board entertains the idea of looking at reducing taxes for seniors at some time in the future he wants the County to work with the Board of Education on this issue and not without them. This is the only revenue for the School System and before we embark on that path he is requesting that we work with the School Board on the issue instead of without them.

**Commissioner Miller** stated that he is in favor of the mileage reduction to 15.428. He also stated that he feels that the SPLOST is the only Fair Tax currently and the only reason that he voted against the SPLOST is because there are certain things on the project list that he doesn't feel the tax payers should have to fund.

**Chairperson Johnson** congratulated the NANBPWC on 40<sup>th</sup> anniversary and thanked them for everything that they do in the Spalding County community.

Chairperson Johnson stated that she and William Wilson attended the Archway Retreat, the meeting was very informative and she feels that they are making some headway with the program. She also advised that they are meeting again this week and the meeting should be interesting. She stated that they do have set goals and she is looking forward to learning how they are going to approach of the issues in Spalding County to bring us all together.

SPLOST presentation made by Mr. Wilson, T.J. Imberger, Daa'ood Amin and Eric Mosley was successful one.

Commissioner Hawbaker wanted to call attention to the golf tournament being held by the Sheriff's Office to benefit Deputy Randy Moore of the Warrants Civil Division and Investigator Wes Johnson of the Criminal Investigation Division, both whom are battling cancer. The tournament will be held on August 24<sup>th</sup> and he encourages everyone to participate.

**XIII. CLOSED SESSION – None**

**XIV. ADJOURNMENT**

***Motion/Second by Ray/Miller to adjourn the meeting at 7:37 p.m.  
Motion carried unanimously by all.***

/s/ \_\_\_\_\_  
Rita Johnson, Chairperson

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