

MINUTES

The Spalding County Board of Commissioners held their Extraordinary Session in Room 108 in the Courthouse Annex, Monday, September 21, 2015, beginning at 6:00 p.m. with Chairperson 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 Executive Secretary, Kathy Gibson to record the minutes.

- I. **OPENING (CALL TO ORDER)** by Chairperson Rita Johnson.
- II. **INVOCATION** led by Commissioner Donald Hawbaker.
- III. **PLEDGE TO FLAG** led by Commissioner Bart Miller.
- IV. **PRESENTATIONS/PROCLAMATIONS** – None.

Motion/Second by Flowers-Taylor/Hawbaker to amend agenda item #6 under New Business to read “Consider request from South Atlanta Youth Association (SAYA) to use Volunteer Park Football field.” Motion carried unanimously by all.

Motion/Second by Hawbaker/Flowers-Taylor to amend the agenda to add an item #17 under New Business to appoint a voting delegate to represent Spalding County at the ACCG Legislative Leadership Conference on October 8, 2015 in Jekyll Island. Motion carried unanimously by all.

- 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.

Michael J. Fuson, 974 W. Ellis Road, Griffin, Georgia he stated that he has been a member of this community for over 20 years and that he wants to become better informed on the growth in Spalding County. He would like to be better informed so that when someone asks him about the growth in the Spalding County community he would like to be able to respond. He would like to know who he needs to talk to in order to find out what Spalding County is doing to recruit new business.

Amanda Stewart, 54 Teamon Road, Hampton, Georgia spoke in favor of allowing SAYA to use Volunteer Park football field. She also wanted to know why the bathrooms at the practice field are locked. They have been locked for every practice and she wants to know if there is some way to have them unlocked and available during the practices.

Sharon Chatham, 1985 N. Walkers Mill Road, Griffin spoke in favor of the amendment to the Alcohol Ordinance that is being considered by the Board on first reading this evening.

Samantha Andrews, 27E Lisa Lane, Griffin, spoke in favor of allowing SAYA and to use Volunteer Park football field for their league play.

VII. MINUTES -

1. Consider approval of minutes of the August 17, 2015 Public Hearing, the August 17, 2015 Board of Commissioner's Extraordinary Session, the

August 27, 2015 Public Hearing, the August 27, Special Called Meeting and the August 27, 2015 Zoning Public Hearing.

Motion/Second by Ray/Miller to approve the minutes of the August 17, 2015 Public Hearing, the August 27, 2015 Board of Commissioner's Extraordinary Session, the August 27, 2015 Public Hearing, the August 27, Special Called Meeting and the August 27, 2015 Zoning Public Hearing. Motion carried unanimously by all.

VIII. CONSENT AGENDA –

1. **Application #15-01Z:** Colony Bank, Owner - 7610 Newnan Road (1.379 acres located in Land Lot 14 of the 1st Land District) - requesting a rezoning from AR-1, Agricultural and Residential, to C-1, Highway Commercial.

APPLICATION FOR COLONY BANK
FOR REZONING CERTAIN PROPERTY
LOCATED WITHIN SPALDING COUNTY, GEORGIA;

REZONING APPLICATION #15-01Z

RESOLUTION AMENDING
THE ZONING ORDINANCE OF SPALDING COUNTY, GEORGIA
AND
THE OFFICIAL ZONING MAP OF SPALDING COUNTY, GEORGIA

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

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

WHEREAS, under the Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia the within described property is currently classified under the zoning classification entitled “AR-1, Agricultural and Residential;”

WHEREAS, Colony Bank, applicant, applied for a change in zoning classification to be applied to the within described property to C-1, Highway Commercial;”

WHEREAS, such application was filed with Spalding County, Georgia on June 16, 2015;

WHEREAS, such application was reviewed by the Spalding County Planning Commission, and a hearing on the application was conducted by the Board of Commissioners of Spalding County, Georgia on August 27, 2015, pursuant to O.C.G.A. § 33-66-1, et. seq. in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia;

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

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

NOW THEREFORE, IT SHALL BE AND IS HEREBY RESOLVED by the Board of Commissioners of Spalding County, Georgia that the Zoning Ordinance of Spalding County,

Georgia and the Official Zoning Map of Spalding County, Georgia shall be and are hereby amended as follows:

Section 1: The Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia designating the boundaries of the several types or classes of zoning districts shall be, and is hereby amended so as to change the zoning classification applicable to the following described property:

All that tract or parcel of land lying and being in Land Lot 14 of the 1st Land District originally Monroe, now Spalding County, Georgia, and being more particularly described as follows:

Commencing at the Centerline intersection of Georgia State Route 16 and Hollonville Road; thence S 68 degrees 24 minutes 45 seconds East 426.78 feet to a nail on the Southern right-of-way of Georgia State Route 16 (right-of-way varies); thence along the Southern right-of-way of Georgia State Route 16 South 74 degrees 03 minutes 50 seconds East 181.08 feet to a ¾" open top found; thence leaving said right-of-way South 16 degrees 02 minutes 38 seconds West 337.95 feet to a #4 rebar found; thence North 89 degrees 47 minutes 05 seconds West 72.45 feet to a #4 rebar found; thence North 88 degrees 57 minutes 09 seconds West 85.56 feet to a ¾" open top found; thence North 16 degrees 14 minutes 38 seconds East 98.98 feet to a ¾" open top found; thence North 88 degrees 02 minutes 28 seconds West 9.95 feet to a #4 rebar found; thence North 12 degrees 07 minutes 05 seconds East 283.62 feet to a nail found on the Southern right-of-way of Georgia State Route 16; said point of the Point of Beginning.

From "AR-1, Agricultural and Residential" to "C-1, Highway Commercial" District.

Section 2:

(a) Pursuant to the requirements of the Zoning Ordinance of Spalding County, Georgia, Section 2302 (B), the Official Zoning Map of Spalding County, Georgia shall be amended to reflect the change made hereby to read as follows:

On September 21, 2015, by official action of the Board of Commissioners of Spalding County, Georgia, the following change was made in the Official Zoning Map, Spalding County: All that tract or parcel of land lying and being in Land Lot 14 of the 1st Land District of originally Monroe, now Spalding County, Georgia, containing 1.376 acres, 7610 Newnan Road, zoned C-1.

(b) The Chairman of the Board of Commissioners of Spalding County, Georgia is directed and authorized to execute such notice of the amendment of the Official Zoning Map of Spalding County, Georgia.

(c) The Zoning Administrator is authorized and directed to enter such notice of the amendment of the Official Zoning Map of Spalding County, GA thereon.

Section 3: The foregoing amendment of the Zoning Ordinance of Spalding County, Georgia shall become effective immediately upon adoption of this resolution.

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

2. **Application #15-02Z:** Christal Yancey, Owner - McIntyre Corporation, Agent - 583 Hudson Road (0.34 acre located in Land Lot 211 of the 2nd Land District) - requesting a rezoning from AR-1 Agricultural and Residential to C-2 Manufacturing.

APPLICATION FOR CRISTAL YANCEY
FOR REZONING CERTAIN PROPERTY
LOCATED WITHIN SPALDING COUNTY, GEORGIA;

RESOLUTION AMENDING
THE ZONING ORDINANCE OF SPALDING COUNTY, GEORGIA
AND
THE OFFICIAL ZONING MAP OF SPALDING COUNTY, GEORGIA

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

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

WHEREAS, under the Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia the within described property is currently classified under the zoning classification entitled “AR-1, Agricultural and Residential and R-2, Single Family Residential;”

WHEREAS, Christal Yancey, applicant, applied for a change in zoning classification to be applied to the within described property to C-2, Manufacturing;”

WHEREAS, such application was filed with Spalding County, Georgia on June 23, 2015;

WHEREAS, such application was reviewed by the Spalding County Planning Commission, and a hearing on the application was conducted by the Board of Commissioners of Spalding County, Georgia on August 27, 2015, pursuant to O.C.G.A. § 33-66-1, et. seq. in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia;

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

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

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

Section 1: The Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia designating the boundaries of the several types or classes of zoning districts shall be, and is hereby amended so as to change the zoning classification applicable to the following described property:

Tract I: All those lots, tracts or parcels of land situate, lying and being in Land Lot 211 of the Second Land District of originally Monroe, now Spalding County, Georgia, known and designated as Lots 6, 7, 8, 9, 10, and 11, as shown on plat of survey of Property of Mrs. Grace Bell Lewis, dated November 5, 1947, and recorded in Plat Book 4, page 51, in the Office of the Clerk of the Superior Court of Spalding County, Georgia and by reference, said plat of survey is incorporated herein and made a part of this description and with

reference to said plat of survey said property may be more particularly described as follows:

BEGINNING at a point where a County Road (now known and designated as Hudson Road) intersects with the Southwest margin of the right-of-way of another County Road running along and adjacent to the right-of-way of the Central of Georgia Railway Company; thence running in a Northwesterly direction along the Southwesterly margin of the Court Road adjacent to the Central of Georgia Railway Company's right-of-way 733.4 feet to an iron stake; thence South 69 degrees 56 minutes West a distance of 415.7 feet to an iron stake; thence South 283.5 feet to an iron stake; thence East 400 feet to the Northwest corner of Lot 6 as shown on aforesaid plat; thence South 150 feet to the North margin of the County Road (now known and designated as Hudson road); thence along the North margin of the right-of-way of the last mentioned County Road 452.3 feet to the point of beginning.

The above described property is bounded on the Northeast by the right-of-way of the County Road adjacent to the Central of Georgia Railway Company's right-of-way; on the South by the right-of-way of the County Road now known and designated as Hudson Road and Lots 2, 3, 4, and 5, aforesaid plat; on the West by Lots 5 and 12, aforesaid plat; and on the North by lands now or formerly owned by Mrs. Ida Hatchett.

ALSO: Included in this conveyance is the right and title of the Grantors to 20 feet of land along the West boundary of Lot 2 appearing on the aforesaid plat as previously reserved to them self in a deed executed and delivered to them; said 20 feet of Lot 2 being that 20 feet of land which fronts on the County Road (now known and designated as Hudson Road) and extends back of even width along the West Boundary of said Lot 2 a distance of 150 feet all as shown on the aforesaid plat.

Tract II: All that tract or parcel of land situate, lying and being in Land Lot 211 of the Second Land District of original Monroe, now Spalding County, Georgia, and being designated as Lots 2 and 3 as shown on plat of survey entitled "Property of Mrs. Grace Bell Lewis," prepared by N. S. Westbrook, C.E., dated November 5, 1947, and recorded in Plat Book 4, page 51, of the Spalding Superior Court records, which plat is by reference incorporated herein and made a part of this description. From said plat, said property may be more particularly described as one tract, as follows:

BEGINNING at an iron stake which marks the Southeast corner of Lot 1, said plat, and fronting 200 feet on Hudson Road, and extending back of even width 150 feet.

Said Lots 2 and 3 are bounded as one tract, now or formerly as follows: On the West by Lot 1, said plat; on the North by Lot 11, said plat; on the East by Lot 4, said plat; and on the South by Hudson Road.

There is excepted from the above described property and grantor reserves for and unto themselves, fee simple title to 20 feet of the above described property as measured parallel to and along the west boundary of Lot 2 as shown and designated by the above mentioned plat such that the property herein will front 180 feet on Hudson Road and extending back of even width 150 feet.

Tract III: All that tract or parcel of land located in the Second Land District of originally Monroe, now Spalding County, Georgia, and being designated as Lot No. 4 of the property of Mrs. Grace Bell Lewis as shown by a plat of survey recorded in Deed Book 4, page 51, in the Office of the Clerk of the Superior Court, Spalding County, Georgia, on November 11, 1947; Said lot fronting one hundred feet (100') on an unpaved road and running back an even width of one hundred fifty feet (150') being bounded on the North by Lot No. 11; on the East by Lot No. 5; on the South by an unpaved road and West by Lot No. 3.

The description in the aforesaid plat of survey is incorporated herein by reference.

Tract IV: All that lot, tract or parcel of land situate, lying and being in Land Lot 211 of the Second Land District of originally Monroe, now Spalding County, Georgia, and more particularly described as Lot 5, according to plat entitled "Property of Mrs. Grace Lewis Bell", dated November 5, 1947, by N. S. Westbrook Registered Civil Engineer, and recorded in Plat Book 4, page 51, Spalding Superior Court records, which said plat is incorporated herein and by reference made a part of this description.

Said lot fronts 100 feet on the North property line of and unpaved road and runs back North 150 feet of even width to a rear width of 100 feet, and is bounded as follows: On the North by Lot 11, according to the aforesaid plat; on the East by Lot 6, according to the aforesaid plat; on the South by the aforesaid unpaved road, and on the West by Lot 4, according to the aforesaid plat.

Located on said lot is one-story six room and bath frame dwelling house.

NOTE: Conveyance of the above described property is made subject to a Security Deed from Jackie L. Dearing and Patricia E. Worthy to Griffin Federal Savings & Loan Association, recorded October 18, 1977, in Deed Book 508, page 144, Spalding County Superior Court records; which, said indebtedness grantees herein by acceptance hereof, assume and agree to pay, in strict accordance, with the terms of the Note evidencing, and the Security Deed securing said indebtedness.

From "AR-1, Agricultural and Residential and R-2, Single Family Residential" to "C-2, Manufacturing" District.

Section 2: Pursuant to the authority granted to it by virtue of the Zoning Ordinance of Spalding County, Georgia, Section 414 (L) and upon a determination by the Board of Commissioners of Spalding County, Georgia that application of certain conditions on the amendment benefit the public and promote the best interests of the general welfare of the people, the following conditions shall be imposed upon the amendment to the Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia, as follows:

- a. All separate tracts shall be combined into one tract.
- b. A minimum 50' undisturbed buffers shall be provided along the western side of the property line. Said buffer shall be supplemented with natural screen of trees and shrubs at a planting height of 6 feet where the existing buffer is insufficient. Buffers shall be in place by April 2016.
- c. Site lighting to be designed as not to glare into adjacent residential areas or onto public streets.
- d. Pursuant to the letter submitted with the application, both the shop and office will be reroofed. The shop shall be painted a neutral color, the office will have new siding applied in a neutral color. The office shall have a new plumbing, electrical and HVAC. All rotten boards to be removed and new installed. The back porch shall be removed on the office. New windows shall be installed in both the shop and the office.

Section 3:

(a) Pursuant to the requirements of the Zoning Ordinance of Spalding County, Georgia, Section 2302 (B), the Official Zoning Map of Spalding County, Georgia shall be amended to reflect the change made hereby to read as follows:

On September 21, 2015, by official action of the Board of Commissioners of Spalding County, Georgia, the following change was made in the Official

Zoning Map, Spalding County: All that tract or parcel of land lying and being in Land Lot 211 of the Second Land District of originally Monroe, now Spalding County, Georgia, containing 7.69 acres, 583, 585, 587, 662, 663, 665, 667, 669, 671 and 1065 Hudson Road, zoned C-2, Conditional.

(b) The Chairman of the Board of Commissioners of Spalding County, Georgia is directed and authorized to execute such notice of the amendment of the Official Zoning Map of Spalding County, Georgia.

(c) The Zoning Administrator is authorized and directed to enter such notice of the amendment of the Official Zoning Map of Spalding County, GA thereon.

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.

3. **Amendment to UDO #A-15-06**: Appendix C. Ordinance Establishing Board of Appeals - Section 103 - amend appointment of members; removal for cause; compensation.

IN RE:

Text Amendment #A-15-06

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;

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

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

WHEREAS, such text amendments to the Zoning Ordinance of Spalding County were reviewed by the Spalding County Planning Commission, and a hearing on the text amendments to the Zoning Ordinance of Spalding County was conducted by the Board of Commissioners of Spalding County, Georgia on August 27, 2015, pursuant to O.C.G.A. § 33-66-1, et. seq. in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia;

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

WHEREAS, it is deemed by the Board of Commissioners of Spalding County, Georgia that an amendment to the Zoning Ordinance of Spalding County, Georgia is of substantial benefit to the public and in the promotion of the best interests and general welfare of the people;

NOW THEREFORE, IT SHALL BE AND IS HEREBY RESOLVED by the Board of Commissioners of Spalding County, Georgia, that the Zoning Ordinance of Spalding County, Georgia shall be and is hereby amended as follows: Section 1: The following provision shall be deleted from the Zoning Ordinance of Spalding County, Appendix C, "Board of Appeals," Section 103.1.

Section 2: The following provision shall be added to the Zoning Ordinance of Spalding County, Appendix C, "Board of Appeals," to appear as Section 103.1:

Section 103.1: Appointment of members; removal for cause; compensation.

1. Upon the expiration of the current term for any member or upon the vacancy in any office, the member of the Board of Commissioners representing the Spalding County commission district that has the same number as the above designated post of the Board of Appeals member shall nominate a person, not excluding the incumbent Board of Appeals member, for consideration by the Board of Commissioners for appointment to the Board of Appeals. Such nominee shall be appointed to the Board of Appeals by the Board of Commissioners unless at least three (3) of the other members of the Board of Commissioners decline to confirm such nomination, in which event the nominating commissioner shall nominate another person for the post.
2. After expiration of the term for the Board of Appeals Posts 1-5, all succeeding terms of each member of the Board of Appeals shall be for four (4) years or less, and, as to Posts 1-5, shall coincide with the term of office of the Commissioner making such nomination. Any vacancy on the Board of Appeals shall be filled, respectively, pursuant to the foregoing provisions for the unexpired term. Members of the Board of Appeals shall be removable for cause by the appointing authority upon written charges and after public hearing before the Board of Commissioners. The Board of Commissioners shall, from time to time, determine the amount of compensation, if any, to be paid to the members of the Board of Appeals.
3. No member of the Board of Appeals may be employed by Spalding County or hold any other public office or position in Spalding County by appointment of the Board of Commissioners.

Section 3: The foregoing amendments to the Zoning Ordinance of Spalding County, Appendix C: "Board of Appeals" shall become effective immediately upon adoption of this resolution.

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

4. **Amendment to UDO #A-15-07:** Article 5. AR-1 Agricultural and Residential - Section 503:D(5), Article 6. AR-2 Rural Reserve - Section 603:D(5); Article 7. R-1 Single Family Residential Low Density - Section 703:D(1), Article 7A. R-1A Single Family Residential District - Section 703A:D(1), Article 8. R-2, Single Family Residential District - Section 803:D(1), Article 8A. R-2A Single Family Residential District - Section 803A:D(1), Article 9. R-3 Multiple Family District - Section 903:D(2), Article 10. R-4 Single Family Residential - Section 1003:D(1), Article 11. R-5 Single Family Residential District - Section 1103:D(1), and Article 11A. R-6 Single Family Residential Community District - Section 1103A:D(1) - amend general home occupations.

IN RE:

Text Amendment #A-15-07

AMENDMENT TO THE ZONING ORDINANCE OF SPALDING COUNTY

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

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

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

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

WHEREAS, such text amendments to the Zoning Ordinance of Spalding County were reviewed by the Spalding County Planning Commission, and a hearing on the text amendments to the Zoning Ordinance of Spalding County was conducted by the Board of Commissioners of Spalding County, Georgia on August 27, 2015, pursuant to O.C.G.A. § 33-66-1, et. seq. in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia;

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

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

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

Section 1: The following provision shall be deleted from the Zoning Ordinance of Spalding County, Article 5, “AR-1 Agricultural and Residential,” Section 503(D)(5).

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

Section 503: Permitted Uses.

D. The following **Accessory Uses** are permitted as **Special Exceptions** in AR-1 Districts:

5. Home Occupation, general, excluding garage, repair garage, kennel, shooting range and such other proposed uses that may conflict or be inconsistent with existing nearby development or pose a threat to the public health and safety of residents of nearby properties.

Section 3: The following provision shall be deleted from the Zoning Ordinance of Spalding County, Article 6 “AR-2 Rural Reserve,” Section 603(D)(5).

Section 4: The following provision shall be added to the Zoning Ordinance of Spalding County to Article 6 “AR-2 Rural Reserve,” to appear as Section 603(D)(5):

Section 603: Permitted Uses.

D. The following **Accessory Uses** are permitted as **Special Exceptions** in AR-2 Districts:

5. Home Occupation, general, excluding garage, repair garage, kennel, shooting range and such other proposed uses that may conflict or be inconsistent with existing nearby development or pose a threat to the public health and safety of residents of nearby properties.

Section 5: The following provision shall be deleted from the Zoning Ordinance of Spalding County, Article 7 “R-1 Single Family Residential Low Density,” Section 703(D)(1).

Section 6: The following provision shall be added to the Zoning Ordinance of Spalding County to Article 7 “R-1 Single Family Residential Low Density,” to appear as Section 703(D)(1):

Section 703: Permitted Uses.

- D. The following **Accessory Uses** are permitted as **Special Exceptions** in R-1 Districts:
1. Home Occupation, general, excluding garage, repair garage, kennel, shooting range and such other proposed uses that may conflict or be inconsistent with existing nearby development or pose a threat to the public health and safety of residents of nearby properties.

Section 7: The following provision shall be deleted from the Zoning Ordinance of Spalding County, Article 7A “R-1A Single Family Residential District,” Section 703A(D)(1).

Section 8: The following provision shall be added to the Zoning Ordinance of Spalding County to Article 7A “R-1A Single Family Residential District,” to appear as Section 703A(D)(1):

Section 703A: Permitted Uses.

- D. The following **Accessory Uses** are permitted as **Special Exceptions** in R-1A Districts:
1. Home Occupation, general, excluding garage, repair garage, kennel, shooting range and such other proposed uses that may conflict or be inconsistent with existing nearby development or pose a threat to the public health and safety of residents of nearby properties.

Section 9: The following provision shall be deleted from the Zoning Ordinance of Spalding County, Article 8 “R-2 Single Family Residential District,” Section 803(D)(1).

Section 10: The following provision shall be added to the Zoning Ordinance of Spalding County to Article 8 “R-2 Single Family Residential District,” to appear as Section 803(D)(1):

Section 803: Permitted Uses.

- D. The following **Accessory Uses** are permitted as **Special Exceptions** in R-2 Districts:
1. Home Occupation, general, excluding garage, repair garage, kennel, shooting range and such other proposed uses that may conflict or be inconsistent with existing nearby development or pose a threat to the public health and safety of residents of nearby properties.

Section 11: The following provision shall be deleted from the Zoning Ordinance of Spalding County, Article 8A “R-2A Single Family Residential District,” Section 803A(D)(1).

Section 12: The following provision shall be added to the Zoning Ordinance of Spalding County to Article 8A “R-2A Single Family Residential District,” to appear as Section 803A(D)(1):

Section 803A: Permitted Uses.

- D. The following **Accessory Uses** are permitted as **Special Exceptions** in R-2A Districts:
1. Home Occupation, general, excluding garage, repair garage, kennel, shooting range and such other proposed uses that may conflict or be inconsistent with existing nearby development or pose a threat to the public health and safety of residents of nearby properties.

Section 13: The following provision shall be deleted from the Zoning Ordinance of Spalding County, Article 9 “R-3 Multiple Family District,” Section 903(D)(2).

Section 14: The following provision shall be deleted from the Zoning Ordinance of Spalding County, Article 10 “R-4 Single Family District,” Section 1003(D)(1).

Section 15: The following provision shall be added to the Zoning Ordinance of Spalding County to Article 10 “R-4 Single Family District,” to appear as Section 1003(D)(1):

Section 1003: Permitted Uses.

- D. The following **Accessory Uses** are permitted as **Special Exceptions** in R-4 Districts:
1. Home Occupation, general, excluding garage, repair garage, kennel, shooting range and such other proposed uses that may conflict or be inconsistent with existing nearby development or pose a threat to the public health and safety of residents of nearby properties.

Section 16: The following provision shall be deleted from the Zoning Ordinance of Spalding County, Article 11 “R-5 Single Family District,” Section 1103(D)(1).

Section 17: The following provision shall be added to the Zoning Ordinance of Spalding County to Article 11 “R-5 Single Family District,” to appear as Section 1103(D)(1):

Section 1103: Permitted Uses.

- D. The following **Accessory Uses** are permitted as **Special Exceptions** in R-5 Districts:
1. Home Occupation, general, excluding garage, repair garage, kennel, shooting range and such other proposed uses that may conflict or be inconsistent with existing nearby development or pose a threat to the public health and safety of residents of nearby properties.

Section 18: The following provision shall be deleted from the Zoning Ordinance of Spalding County, Article 11A “R-6 Planned Residential Community District,” Section 1103A(D)(1).

Section 19: The following provision shall be added to the Zoning Ordinance of Spalding County to Article 11A “R-6 Planned Residential Community District,” to appear as Section 1103A(D)(1):

Section 1103A: Permitted Uses.

- D. The following **Accessory Uses** are permitted as **Special Exceptions** in R-6 Districts:
1. Home Occupation, general, excluding garage, repair garage, kennel, shooting range and such other proposed uses that may conflict or be inconsistent with existing nearby development or pose a threat to the public health and safety of residents of nearby properties.

Section 20: The foregoing amendments to the Zoning Ordinance of Spalding County, shall become effective immediately upon adoption of this resolution.

Section 21: All Ordinances or resolutions in conflict herewith shall be and are hereby, repealed.

5. **Application #15-02CZ:** Christal Yancey, Owner - McIntyre Corporation, Agent - 661 Hudson Road (0.34 acre located in Land Lot 221 of the 2nd Land District) - requesting a rezoning from R-2, Single Family Residential, to C-2, Manufacturing.
6. **Application #15-02DZ:** Christal Yancey, Owner - McIntyre Corporation, Agent - 663 Hudson Road (0.34 acre located in Land Lot 211 of the 2nd Land District) - requesting a rezoning from R-2, Single Family Residential, to C-2, Manufacturing.
7. **Application #15-02EZ:** Christal Yancey, Owner - McIntyre Corporation, Agent - 665 Hudson Road (0.34 acre located in Land Lot 211 of the 2nd Land District) - requesting a rezoning from R-2, Single Family

Residential, to C-2, Manufacturing.

8. **Application #15-02FZ:** Christal Yancey, Owner - McIntyre Corporation, Agent - 667 Hudson Road (0.34 acre located in Land Lot 211 of the 2nd Land District) - requesting a rezoning from R-2, Single Family Residential, to C-2, Manufacturing.
9. **Application #15-02GZ:** Christal Yancey, Owner - McIntyre Corporation, Agent - 669 Hudson Road (0.26 acre located in Land Lot 211 of the 2nd Land District) - requesting a rezoning from R-2, Single Family Residential, to C-2, Manufacturing.
10. **Application #15-02HZ:** Christal Yancey, Owner - McIntyre Corporation, Agent - 671 Hudson Road (0.05 acre located in Land Lot 211 of the 2nd Land District) - requesting a rezoning from R-2, Single Family Residential, to C-2, Manufacturing.
11. **Application #15-02IZ:** Christal Yancey, Owner - McIntyre Corporation, Agent - 1065 Hudson Road (5 acres located in Land Lot 211 of the 2nd Land District) - requesting a rezoning from AR-1, Agricultural and Residential and R-2, Single Family Residential, to C-2, Manufacturing.
12. **Amendment to UDO #A-15-05:** Appendix B. Ordinance Establishing Planning Commission – Section 104 - amend appointment of members; removal for cause; compensation.

IN RE:

Text Amendment #A-15-05

AMENDMENT TO THE ZONING ORDINANCE OF SPALDING COUNTY

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

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

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

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

WHEREAS, such text amendments to the Zoning Ordinance of Spalding County were reviewed by the Spalding County Planning Commission, and a hearing on the text amendments to the Zoning Ordinance of Spalding County was conducted by the Board of Commissioners of Spalding County, Georgia on August 27, 2015, pursuant to O.C.G.A. § 33-66-1, et. seq. in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia;

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

WHEREAS, it is deemed by the Board of Commissioners of Spalding County, Georgia that an amendment to the Zoning Ordinance of Spalding County, Georgia is

of substantial benefit to the public and in the promotion of the best interests and general welfare of the people;

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

Section 1: The following provision shall be deleted from the Zoning Ordinance of Spalding County, Appendix B, "Planning Commission," Section 104.

Section 2: The following provision shall be added to the Zoning Ordinance of Spalding County, Appendix B, "Planning Commission," to appear as Section 104.

Section 104: Appointment of members; removal for cause; compensation.

1. Upon the expiration of the current term for any member or upon the vacancy in any office, the member of the Board of Commissioners representing the Spalding County commission district that has the same number as the above designated post of the Planning Commission member shall nominate a person, not excluding the incumbent Planning Commission member, for consideration by the Board of Commissioners for appointment to the Planning Commission. Such nominee shall be appointed to the Planning Commission by the Board of Commissioners unless at least three (3) of the other members of the Board of Commissioners decline to confirm such nomination, in which event the nominating commissioner shall nominate another person for the post.
2. After expiration of the term for the Planning Commission Posts 1-5, all succeeding terms of each member of the Planning Commission shall be for four (4) years or less, and, as to Posts 1-5, shall coincide with the term of office of the Commissioner making such nomination. Any vacancy on the Planning Commission shall be filled, respectively, pursuant to the foregoing provisions for the unexpired term. Members of the Planning Commission shall be removable for cause by the appointing authority upon written charges and after public hearing before the Board of Commissioners. The Board of Commissioners shall, from time to time, determine the amount of compensation, if any, to be paid to the members of the Planning Commission.
3. No member of the Planning Commission may be employed by Spalding County or hold any other public office or position in Spalding County by appointment of the Board of Commissioners.

Section 3: The foregoing amendments to the Zoning Ordinance of Spalding County, Appendix B: "Planning Commission" shall become effective immediately upon adoption of this resolution.

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

13. **Application #15-02BZ:** Christal Yancey, Owner - McIntyre Corporation, Agent - 587 Hudson Road (0.34 acre located in Land Lot 211 of the 2nd Land District) - requesting a rezoning from AR-1, Agricultural and Residential and R-2, Single Family Residential, to C-2, Manufacturing.

14. **Application #15-02AZ:** Christal Yancey, Owner - McIntyre Corporation, Agent - 585 Hudson Road (0.34 acre located in Land Lot 211 of the 2nd Land District) - requesting a rezoning from AR-1, Agricultural and Residential and R-2, Single Family Residential, to C-2, Manufacturing.

Motion/Second by Ray/Miller to approve items 1 through 14 as identified on the Consent Agenda. Motion carried unanimously by all.

IX. OLD BUSINESS

1. Consider approval of agreement with Liberty Technology for

recommended Telecommunications Solution.

Eric Mosley, Assistant County Manager, advised that at the last work session the Board had the opportunity to review a proposal from Liberty Technology and CISCO. He stated that it is requested that the county move forward with that contract to begin immediately.

Commissioner Flowers-Taylor requested clarification on the service that would be provided to the County.

Mr. Mosley advised that the proposal would replace both the current telephone system provided by AT&T and the internet service currently provided by several companies which will be provided by a single source.

Commissioner Flowers-Taylor then asked to be updated on the projected savings.

William Wilson, County Manager, advised that the savings would be approximately \$10,000 per month in savings. However, in order to realize those savings we will have to go to a different telephone system and purchase new equipment. So for the first five years we will be paying lease purchase for the equipment, after that time the equipment will be paid for and a \$10,000 per month savings should be realized.

Mr. Mosley added that initially the savings will be used to upgrade our thirty year old telephone system.

Mr. Wilson stated that the County currently pays approximately \$26,000 per month in combined telephone and internet services. Under the proposed agreement, the County will pay approximately \$24,000 per month for the next 5 years, once the equipment is paid in full the monthly amount will drop to approximately \$16,000 per month.

In order to realize these savings in 5 years, we will have to change our technology and go to Voice Over IP (VOIP) which involves installation of different lines and different communication methods between all of our facilities.

Motion/Second by Ray/Flowers-Taylor to approve the agreement with Liberty Technology for recommended Telecommunications Solution. Motion carried unanimously by all.

X. NEW BUSINESS –

1. Consider request for an Amplification Permit from the Rafferty Family for a wedding reception to be held at 1901 S. 6th Street on October 17, 2015 from 6:00 p.m. to 11:00 p.m.

Mr. Wilson advised that all of the departments have reviewed this application and recommend approval.

Motion/Second by Ray/Miller to approve the request for an Amplification Permit from the Rafferty Family for a wedding reception to be held at 1901 S. 5th Street on October 17, 2015 from 6:00 p.m. to 11:00 p.m. Motion carried unanimously by all.

2. Consider on first reading an ordinance to amend Part VI, Chapter 1, Article A, Division 2, Section 6-1009(e)(1)(b) establishing a means by which an applicant for a license to retail sell alcoholic beverages within 101 to 300 feet of a private residence may otherwise be eligible to obtain such license.

Commissioner Hawbaker stated that this is an amendment to the alcohol ordinance that he is proposing. He advised that this amendment would create an exception to the current ordinance whereby anyone within the 101 to 300 feet of a private residence can, under the guidelines as outlined in this amendment, obtain an alcohol license.

This amendment provides a means for retail establishments who are located within the 101 to 300 feet parameters to obtain an alcohol license if:

Every bona-fide residential property owner within such distance is given notice of the application and reasonable opportunity to object. At a minimum such evidence shall consist of:

Proof of receipt of separately addressed, written notice to each and every affected owner by certified or registered mail, return receipt requested and proper postage affixed.

The affected owner should submit any objection in writing to the Board of Commissioners within 30 days of receipt of such notice.

An original affidavit from the publisher of the legal organ of Spalding County that a notice of this request was published for four consecutive weeks in such legal organ.

If any of the affected owners submits to the Board of Commissioners written objection not less than 30 days after either receipt of the written notice or fourth publication as described, the application shall be denied.

Commissioner Hawbaker stated that this amendment will not have an effect on any other part of the Ordinance. If the residential property is less than 100 feet from the establishment, then consideration will not be given to any alcohol license request. If the residence is more than 300 feet from the establishment then the current ordinance would take precedence.

Motion/Second by Hawbaker/GFT to approve on first reading an ordinance to amend Part VI, Chapter 1, Article A, Division 2, Section 6-1009(e)(1)(b) establishing a means by which an applicant for a license to retail sell alcoholic beverages within 101 to 300 feet of a private residence may otherwise be eligible to obtain such license.

Commissioner Miller asked if anyone had objected to this change that is proposed.

Commissioner Hawbaker stated that the business that would initially be trying to meet the requirements of the requested amendment anticipates no objections to their request.

Commissioner Flowers-Taylor wanted to make sure that all of the other statues laid out in the Ordinance would remain the same for example distances required from a school, day care and from a church, etc.

James Fortune, County Attorney, confirmed that no other part of the ordinance would be affected by the amendment. This amendment does state that if there is a resident within the 300 foot radius that does object then the application will be denied.

Motion carried 4-0-1 (Commissioner Ray recused himself from the vote on this vote as he has prior business ties with the location in question.)

3. Consider recommendation from the Budget Review Committee for Novatime Time and Attendance Software solution and approval of contract with Andrews Technology.

Mr. Wilson stated that the Board has talked about automating time and attendance for over a year. It was also part of the Board's Retreat in

February. We solicited proposals and received 7 proposals, the Budget Review Committee reviewed the proposals and narrowed it down to 4 vendors. The four vendors came in and gave presentations to the Budget Review Committee and Department Heads.

The Budget Review Committee recommends Andrews Technology. The first years' cost, including all of the equipment is \$58,593 and each year thereafter we have a five year locked in proposal of \$32,058. Staff recommends approval, we budgeted \$60,000 for this in this years' budget.

Commissioner Flowers-Taylor asked what kind of a system this would be and how people would clock into work.

Mr. Wilson advised that for the larger departments there will be a time clock much like the one the hospital utilizes that will have a fingerprint scanner to identify that the person clocking in, is indeed, the one clocking in. The remainder of employees can clock in via the computer or their telephone. If they clock in via their smart phone, IPAD, Tablet or other device there will be a GPS tracker that will verify this individual is where they are supposed to be when they clocked in.

Mr. Wilson stated that the biggest benefit of implementing this system is it will bring accountability back into the system. Implementation is planned for January 1, 2016.

ANDREWS TECHNOLOGY
NOVATIME TIME & ATTENDANCE PROJECT
Master Agreement/Statement of Work

Prepared for Spalding County
September 16, 2015

Overall Statement of
Responsibility.....1
Master
Agreement.....2
Statement of Work
-
Deliverables.....5
.....5
- Vendor Installation Responsibilities..... 5
- Customer Installation
Responsibilities.....6
- Professional Services
Overview.....7
- Software Training
Overview.....9
- Phase _____ Sign-
off.....10
Exhibit A - Vendor Hosted Order Form.....
Attached
Exhibit B – Maintenance
Agreement..... 12

Andrews Technology - Overall Statement of Responsibility

Andrews Technology has **complete responsibility** for the following:

- Delivery of System as described on the Andrews Technology Vendor Hosted Order Form
- Installation of Novatime Web Based Software
- Configuration of Software
- Rules Questionnaire Assistance
- Employee File Creation Assistance
- Installation of Rules and Employee File
- Installation of SmartFusion Interface
- Installation of all 6 NT7000 Biometric terminals, and employee enrollment/training for all supervisors/administrators.
- Unlimited Training of all Administrators and Supervisors
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period(s)
- Unparalleled Customer Satisfaction During all of the Above
- Ongoing System Maintenance (see "Maintenance Agreement – Exhibit B")
 - Includes all software licenses and all 6 Biometric Terminals as shown on the Andrews Technology Vendor Hosted Order Form.

Andrews Technology **Master Customer Agreement**

This Master Customer Agreement (called the "Agreement") and its applicable Transaction Documents along with the above Description of Responsibilities and Exhibits are the complete Agreement regarding the products and services provided by Andrews Technology to SPALDING COUNTY.

Definitions

Transaction Document is any document including, but not limited to the: "Master Customer Agreement"; "Statement of Work"; "Project Plan"; "Payment Schedule" and "Maintenance Agreement" that requires execution to be effective.

Change Order is a document completed by both of us that authorizes a change to a Transaction Document or Statement of Work.

Discovery is a process performed to define a Statement of Work.

Deliverable is any item, specified in a Transaction Document or Statement of Work, which we provide (Software, Hardware, Documentation, Training, Reports or Materials, Etc.).

Materials are work products such as programs, program listings, programming tools, documentation, reports, and drawings. The term "Materials" does not include Program Products, but does include modifications of a Program Product.

Product is a machine, its features, elements, cables, or accessories, or any combination thereof or a program product. The term "Product" includes the documentation required to install, support, use, and maintain the product.

Program Product is a commercially available software product and the documentation required to install, support, use, and maintain it. SPALDING COUNTY is the licensee (Andrews Technology is not the licensee.).

Services are technical work that we perform to complete a Statement of Work or the delivery of customer offerings. Deliverables may result from such work.

Statement of Work is a detailed list of tasks to be performed during the implementation of a project.

Changes to the Master Agreement, Project Plan or Statement of Work: Any modification of the above including, but not limited to, additional project phases, changes in system design or timeline, after execution below, will be considered a change in the agreement. Any such change may only be modified by a Change Order, which both of us must sign prior to performed services. Any such changes may affect the estimated schedule, payments, and other terms.

Our Relationship

Mutual Responsibilities: Each of us agrees that under this Agreement:

- All information exchanged is non-confidential. If either of us requires the exchange of confidential information, it will be done under a signed Non-Disclosure Agreement;
- Each will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations;
- The parties agree that in the event of a dispute regarding this Agreement that they will mediate in good faith in an attempt to settle the dispute. In the event the parties are unable to resolve their differences or are unable to resolve the dispute, then and, in such event, the parties agree that the Superior Court of Spalding County, Georgia, shall have both the jurisdiction and the venue to decide the dispute.
- Neither of us will bring a legal action against the other more than two years after the cause of action arose.

Your other responsibilities: You agree to do the following:

- To not assign or otherwise transfer, this Agreement, without our prior written consent;
- To provide us with sufficient, free and safe access to your facilities for us to fulfill our obligations; and
- To not disclose the terms of this Agreement without our prior written consent except as may be required by the Georgia Open Records Act.

Personnel

Each of us will authorize a person to represent us in all matters concerning this Agreement. These representatives will be available throughout the term of this Agreement. Each of us will 1) address all notices to the other's representative and 2) promptly notify the other in writing if this person is replaced.

You agree to not hire or attempt to hire any Andrews Technology employee on either a temporary or permanent basis, either directly or through a third party, without the express written consent of Andrews Technology.

Ownership and Proprietary Rights

Notwithstanding anything to the contrary stated herein, no transfer is made to Customer of any ownership to or proprietary rights in the Licensed Products, software programs, software interfaces and Documentation, and all copies of the Licensed Products, software programs, software interfaces and Documentation, including modifications by Andrews Technology contained in customized versions and related software. Customer shall NOT have any right to copy any Licensed Products, software programs, software interfaces and Documentation for use, sale, sublicensing, distribution or any other purpose.

Compliance with Laws

You agree to comply, and assist us in complying, with all applicable 1) Federal, State, and local laws and regulations and 2) building codes, ordinances, and standards.

Prices, Payment, and Taxes

You will pay to Andrews Technology the price reflected in SPALDING COUNTY Response Form. Payment is due on the dates agreed. Annual Maintenance after year one will be billed directly from Andrews Technology to the SPALDING COUNTY.

Charges for services outside of the scope of the Customer Master Agreement; Project Plan and Statement of Work are billed at a rate of \$225/hour including travel. Our payment terms are – Due upon receipt of invoice.

You agree to pay all transportation charges as required by the project and mutually agreed upon for the shipment of Equipment and Program Products (if applicable) to the location you specify.

Occasionally a manufacturer will charge us "rework" charges if a configuration is changed after a certain point in the manufacturing cycle. We will make every effort to avoid rework charges on your behalf. If rework charges are incurred due to configuration changes requested by you, these charges will be passed on to you. You will be notified in advance of such charges.

A service charge of 1½% per month will be added to all balances 30 days past due.

Termination

We may terminate this agreement or associated document for non-payment upon providing thirty days written notice. Otherwise, a Statement of Work terminates when our obligations under it are met.

You may terminate this Agreement effective upon the completion of the Statement of Work.

Any terms of this Agreement, which by their nature extend beyond its termination, remain in effect until fulfilled, and apply to respective successors and assignees.

Electronic Communications

Each of us may communicate with the other by electronic means. Each of us agrees that email and respective attachments when accepted by return email are binding.

Governing Law

The laws of the State of Georgia govern this Agreement. Any legal action brought under this agreement shall be brought only in the State of Georgia.

Agreed to: Spalding County

Agreed to: Andrews Technology

By: _____

By: _____

Authorized signature

Authorized signature

Rita C. Johnson _____

Name (type or print):

Name (type or print):

Chairperson, Spalding County _____

President _____

Title Board of Commissioners

Title

Date: September 21, 2015 _____

Date:

Spalding County

Andrews Technology

STATEMENT OF WORK

ANDREWS TECHNOLOGY – DELIVERABLES

Andrews Technology has the following responsibilities throughout the three phased Project Plan as described below:

Software Phase

- Delivery of Software as described on Andrews Technology Vendor Hosted Order Form
- Installation of Novatime Web Based Software
- Configuration of Software
- Rules Questionnaire Assistance
- Employee File Creation Assistance
- Installation of Rules and Employee File
- Installation of SmartFusion Interface
- Unlimited Training of all Administrators and Supervisors Associated with Phase I
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Hardware Phase

- Delivery of Wall Mounted Hardware (NT7000 Biometric)
- Installation of Hardware
- Unlimited Training of all Administrators and Supervisors Associated with Phase II
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Go Live Phase

- Unlimited Training of all Administrators and Supervisors Associated with Phase III
 - Training is central site or via web
- System Testing (Adjustments as Required)
- Support During Go Live Period
- Unparalleled Customer Service During all of the Above

Ongoing System Maintenance (see "Maintenance Agreement – Exhibit B")

- Includes all hardware and software listed on Andrews Technology Vendor Hosted Order Form(s)

Other Andrews Technology Installation Responsibilities

To ensure an optimally performing Novatime System, Andrews Technology will perform the following:

- Provide a person who will function as the Project Manager, responsible for securing and scheduling resources for SPALDING COUNTY.
- Verify that all hardware and technology readiness checks have been completed.

- If necessary, recommend a Network Readiness and Performance Assessment to ascertain what improvements are required to provide sufficient response time.
- Understand any other applications that will reside on the database server, and discuss any performance implications.
- Advise the customer of any conditions, which, in the opinion of Andrews Technology, will reduce the performance of the Novatime System.
- Provide server configuration assistance as requested.

Customer Installation Responsibilities

- Schedule personnel for appropriate Andrews Technology training classes to be held at a central customer site or via the web.
- Provide a Customer Project Manager whose responsibilities include but are not limited to:
 - Participate in periodic meetings and status conference calls.
 - Review and approve all Project Plan Phases.
- Andrews Technology will need a completed pay rules questionnaire addressing specific pay policies, basic work rules and overtime limits. Andrews Technology must receive the completed document within three (3) weeks of scheduled installation date. The pay rules survey establishes the baseline rules used to initialize the Novatime system. During the Implementation Phase you will have an opportunity to test your baseline rules.
- Provide Andrews Technology with payroll contact information for interfacing to the payroll system, if applicable.
- Work with your Andrews Technology project leader to verify communications to all terminals.
- Provide Andrews Technology access to the appropriate resources during all phases.
- Provide appropriate resources to test the Novatime System to the System Specification.
- Sign-off that the Software Phase Responsibilities have been completed.
- Sign-off that the Hardware Phase Responsibilities have been completed.
- Sign-off that the Go Live Phase Responsibilities have been completed.

Professional Services Overview

Payroll Rules Questionnaire:

The purpose of this document is to assist your payroll staff in defining the rules and regulations that govern your labor cost management requirements. This survey is also used as a guideline for Andrews Technology to custom configure your Novatime

system. Your staff members responsible for payroll and work regulations should complete this. Your Andrews Technology Representative will guide you through this survey and Andrews Technology technical staff members will answer any questions that you may have.

Employee File Creation:

SPALDING COUNTY is responsible for the creation of an employee import file. The content of which will be discussed with your assigned Andrews Technology project leader.

Software Configuration and Programming

Once your Payroll Rules Questionnaire and Employee File are created, your Novatime software will be configured to meet your specifications. During Phase I, test data will be entered and test reports will be generated and validated. This will be a thorough process. Modifications will be made as required.

Ethernet Cable/Phone Line Installation

Spalding County is responsible for the installation of all Ethernet cable and jacks. Andrews Technology will ensure the correct type of communications cable and use a proven installation technique to insure error free transfer of punch data from the terminal to your Novatime software. If POE is an identified requirement, Ethernet Jacks would not be necessary and Andrews Technology would design and implementation work accordingly.

Software Installation: (Applicable to Customer Hosted Only)

As soon as all of Andrews Technology' minimum system support requirements have been met, our Installation Team will arrive on-site (as per the date agreed upon during the Installation Planning Session) and install the software. Communications will be tested between the server and terminal(s) after the customer installs the hardware.

Software Training:

The next aspect of the Implementation Phase of the project is the training of the key users and supervisors. Arrangements should be made to allow for uninterrupted training. This ensures that the quality of the training received is the highest possible. All training will be central site (at the customer's main office or via the web). SPALDING COUNTY is responsible for notifying all attendees of their assigned class schedule. All software training for key users and supervisors is **unlimited** in availability. (See below for more information)

Hardware Trainer:

Andrews Technology upon completion of software installation will train the customer's Installer as to how to install and program selected biometric terminals.

Implementation Testing and Adjustments:

Once the hardware and software is installed, programming and configuration of the system will be tested and adjustments may be made. Any changes that need to be made which vary from the pay rules survey will be identified as a change order item and may be billed on a time and materials basis. It is highly recommended that SPALDING COUNTY run a parallel test for one (1) to two (2) pay periods. This gives the Novatime key users and supervisors time to familiarize themselves with the operation of the new software, as well as, develop new ways for management information review.

Interface Installation and Training:

The SmartFusion interface should be reviewed by the project leaders from both teams to determine if any modifications are required. The SmartFusion interface will be tested and is 100% guaranteed to work in accordance with the customer's application specifications.

Software Training Overview

Key User Training

Suggested Attendees: Payroll Manager, HR Manager, Supervisor/Administrative Assistant

Course Description – Initial Training For Key Users

This session will last for approximately six hours at your facility after the installation of the software. The class is intended to provide participants with an understanding of how to maintain employee records and schedules, setup supervisor's privileges and accounts, edit timesheets and process reports. This course also provides key users with an understanding of pay period operations that are necessary for keeping track of and managing employee time and labor data, as well as accessing and interpreting pay period based reports.

Course Description – Follow-up Training for Key Users

Following the initial training session and system installation, Andrews Technology support personnel will return for a second training session at your facility. This session will be for the previously trained employees and will last from two to four (2 to 4) hours. It will be a review of the first class; and an opportunity to answer any questions that have come up since the first training session. Additional classes are available at no additional charge.

Supervisor Training

Suggested Attendees: Supervisors and Supervisor Assistants

Course Description- Initial Supervisor Training

This course provides participants with an understanding of the daily operations that are necessary for keeping track of and managing employee time and labor data. This includes providing information needed to build and maintain individual and group schedules. Procedures will be covered for the standard client and the Supervisor and Employee Web Services. This training is available at the customer's central site or via the web. Class size should not exceed 12 students per class (maximum 2 hours per class). Supervisors are expected to train their employees

on the use of Employee Web Services (if appropriate). Andrews Technology will train supervisors as to how to train their employees how to use biometric terminals. Andrews Technology has full responsibility for training employees on the use of all data collection technology (EWS/Swipe/Biometric).

Course Description – Follow-up Training for Supervisors

Following the initial training session and system installation, Andrews Technology support personnel will return for a second training session at your facility. This session will be a refresher for previously trained employees, and an introduction for supervisors not yet trained. The class will last from two to four hours. It will be a review of the first class; and an opportunity to answer any questions that have come up since the first training session. Additional classes are available at no charge. Our quote includes 24/7/365 support and unlimited onsite and WebEx training/support.

Statement Of Work Phase Completion Sign-Off

When a Phase is complete, a meeting of both implementation teams is held. At this meeting, the system is signed off as being complete for all areas of responsibility as addressed in the Statement of Work.

Software Phase Sign-Off

Agreed to: Spalding County

Agreed to: Andrews Technology

By: _____

By: _____

Authorized signature

Authorized signature

Name (type or print):

Name (type or print):

President _____

Title

Title

Date: _____

Date: _____

Spalding County

Andrews Technology

Hardware Phase Sign-Off

Agreed to: Spalding County

Agreed to: Andrews Technology

By: _____

By: _____

Authorized signature

Authorized signature

Name (type or print):

Name (type or print):

President _____

Title

Title

Date: _____

Date: _____

Spalding County

Andrews Technology

Go Live Phase Sign-Off

Agreed to: Spalding County

Agreed to: Andrews Technology

By: _____

Authorized signature

Name (type or print):

Title

Date: _____

Spalding County

By: _____

Authorized signature

Name (type or print):

President _____

Title

Date:

Andrews Technology

Exhibit B - Maintenance Agreement

Execution below entitles SPALDING COUNTY (the "Customer") to full maintenance coverage provided by Andrews Technology ("Vendor") for the attached time and attendance system for one year from the date of execution below. This agreement is renewed automatically each year unless advised by the Customer in writing no less than thirty days prior to the anniversary of the date of execution of this agreement.

Maintenance coverage is all inclusive and is described in more detail below:

- On-Site Maintenance includes the following features:
 - All technicians are dispatched locally
 - Service is available 24 hours-a-day; seven days-a-week.
 - Customer's assigned technical team can be reached directly by cell phone 24/7.
 - Toll-Free support is available as a back-up to direct contact with assigned technical team.
 - On-site support is provided. 48 hour onsite response is guaranteed for any call received prior to 2:00pm.
 - Machine replacement is next day provided above timing guideline is met.
 - Parts replacement is next day provided call is received prior to 2:00pm as mentioned above.
 - Customer is responsible for annually completing brief "Customer Satisfaction Survey" to determine assigned technician's performance regarding above standards.
- Hardware depot maintenance. Vendor will overnight the customer a replacement device. The Customer is responsible for sending the failing device back to the Vendor.
- Labor
- Hardware upgrades
- Software upgrades
- Toll-free online support
- On-line support

If the customer elects not to execute this document, and therefore be covered on a time and materials basis, the customer is responsible for all machine and parts replacements. The Vendor's hourly rate for service, including travel, is \$225 per hour (two hour minimum). Hardware and software upgrades are chargeable to the Customer when not covered under maintenance contract.

Maintenance Terms

WARRANTEE: Vendor warrants the listed products to be free from defects in material and workmanship, and perform in material respects in accordance with the system specifications (or equivalent) document under normal use for the Warranty Period of 90 days. The term of this agreement will begin after the expiration of the warranty, run for a term of one year from such date, and continue for subsequent one-year terms thereafter until terminated. After the first year, maintenance will be billed at the applicable rate at that time.

MAINTENANCE COVERAGE: One full year of software and equipment support for the products listed above will be provided by Vendor to maintain proper functioning of the entire system and the replacement of malfunctioning devices. This signed agreement provides unlimited remote telephone and/or internet support, covering any questions with the configuration or operation of the system. Software updates or

patches of the installed version will be provided on a need, or request, basis at no additional charge.

SUPPORT TERMS: Support is available twenty-four hours a day; seven days a week except holidays. Without a support contract, service will be billed at the prevailing hourly rate. In this instance, there will be a one hour minimum per phone call for support and two hours minimum for on-site service including travel.

PRICE INCREASES: The annual maintenance charges will not exceed the consumer price index in place at the time of the announced increase.

LIMITS OF LIABILITY: Failure due to customer alteration of equipment with which the above products are connected, moving or altering of the software or equipment, and/or any problems caused by such actions are not covered under this agreement and are subject to billing at the prevailing hourly rate. This agreement does not cover accidents, misuse, theft, power failure/surge, lightning or storm, or other casualties. The unserviceability of the products will be solely determined by the Vendor. This agreement is not valid until properly signed by the Customer's authorized agent and the Vendor, and may not be amended unless approved by both parties, in writing, and signed by a duly authorized officer of both parties. This agreement may be canceled by either party upon 30 days written notice. Terms are net, paid yearly in advance and renewed each year at the prevailing rates. Additional equipment, or software, may be added by the customer providing written notification. In no situation, will the Vendor, or its employees, be held responsible for any loss incurred pertaining to the use, misuse, or failure of the above-mentioned products and or services.

Agreed to: Spalding County

Agreed to: Andrews Technology

By: _____

By: _____

Authorized signature

Authorized signature

Rita C. Johnson

Name (type or print):

Name (type or print):

Chairperson, Spalding County

President

Title Board of Commissioners

Title

Date: September 21, 2015

Date:

Spalding County

Andrews Technology

Motion/Second by Miller/Ray to accept the recommendation from the Budget Review Committee for Novatime Time and Attendance Software solution and approval of contract with Andrews Technology. Motion carried unanimously by all.

4. Consider approval of an Agreement with Mendola & Associates, LLC for Tax Audit Program Services.

Mr. Wilson stated that we budgeted \$25,000 in this years' budget for auditing of personal property tax returns. We have used Mendola & Associates for the past 10-15 years, they have always done a very good job for us, they are CPA's and they come in and audit personal and property tax returns. He advised that historically they have been able to recover for the County more than their fees.

Don Long, Chief Appraiser, stated the return is usually about five times what the costs are for the audit.

Commissioner Hawbaker asked how this contract is related to the contract with the company that will be auditing the cell towers.

Mr. Long advised that they had budgeted for two things this year; one was for the personal property audit and the second was for the cell tower audit. These are two separate audits the personal property audit of business and the cell tower audit of equipment and physical assets at cell tower locations. Current taxes on cell towers are based on what the company says they have at that location. This audit will determine if the company has reported accurately the assets and equipment at each location.

Motion/Second by Ray/Hawbaker approval of an Agreement with Mendola & Associates, LLC for Tax Audit Program Services. Motion carried unanimously by all.

5. Consider recommendation from the Parks & Recreation Advisory Commission to set a formal policy regarding the rental of athletic fields.

Mr. Wilson stated that at the last Park and Recreation Advisory Commission meeting they voted: Motion/Second by David Dodd/Cass Robinson to recommend the County write a policy stating that the County does not rent athletic fields. The motion carried unanimously by all. All at that meeting, according to our records, was Larry Fears, David Dodd, Sheryl Brown, Cass Robinson and Ernest Wimbush. There were five members present.

Mr. Wilson advised that he had a question about a quorum, but at the June 11, 2015 at the Park and Recreation Advisory Commission Regular scheduled meeting the following was adopted: Motion was made by Flowers-Taylor, Seconded by Cass Robinson to amend the Spalding County Parks and Recreation Rules and Regulations to change the number of members required for a quorum from six to five. Motion carried unanimously by all.

Commissioner Flowers-Taylor advised that she had talked with Kelley Leger and with T.J. Imberger at Parks and Recreation and she had talked with the members of the Park and Recreation Advisory Committee who had voted unanimously for this policy. There is a policy in place where an Association can rent the fields for tournaments and the cost for that rental is \$100-150 per day, per field with a maximum of 10 tournaments.

Commissioner Flowers-Taylor stated that her concern is that the County has a number of facilities that simply sit. These facilities are not be used and we are not deriving any type of revenue from them. She further stated that if we have fields that can be rented, she feels that the County should derive income from those fields.

Commissioner Flowers-Taylor advised that in her conversation with Mr. Imberger, he stated that what they charge for rental on a field does not cover the cost of maintaining the field. She then stated if there is a cost associated with a particular field the cost of rental should cover the actual costs for the use of the field. She asked that an actual cost for field maintenance should be determined and that the amount charged for deposit or for cost of rental should be commensurate with the actual costs incurred for maintaining those fields.

Motion/Second by Hawbaker/Ray accept the advisory commissions' recommendation to not rent the ball fields.

Commissioner Miller stated that the cost of maintaining the fields is not simply watering them and putting fertilizer on them. The wear and tear is the main concern with a football field. He stated that wear and tear is the main concern for both football and soccer and the fields need an opportunity to rest and give the grass time to regenerate itself between uses. He stated that he is not against setting a policy for field usage or rental, but we have to be mindful that these fields are going to need down time in order to maintain a healthy field on which to play ball. Parks & Rec needs to determine what it is going to cost to repair the field when it is not being used.

Chairperson Johnson would like to know the actual maintenance costs required to maintain the field so it can be determined how much can be charged for actual use of the fields. She stated that even though the Parks and Recreation Advisory Board is saying no, she can see the possibility of making money on a field that is not being used.

Commissioner Flowers-Taylor stated if there is a restroom available at one of the County facilities the average citizen should be able to use the restroom. She further stated that if a cost effective means can be determined to rent the fields that it should be considered. She stated that to simply discount the field rental without really looking into it would not be a fair thing to do.

Commissioner Miller stated the reason the bathrooms are locked because of vandalism and homeless people sleeping in the bathrooms at night.

Commissioner Flowers-Taylor wanted to know if there is someone available to lock the restrooms at 7-8 p.m.

Commissioner Miller stated that the Associations who are registered with Parks and Recreation are responsible to make sure that the buildings and restrooms are locked up once their games or practices are complete.

Commissioner Ray stated we have agreements with the Associations with rules and regulations spelled out as part of the agreement. They know that part of their responsibility when they are utilizing the field is to make sure that the restrooms are locked before leaving the field.

Commissioner Ray then read the Summary and Background section of the agenda which stated: Spalding County has an unwritten policy to not rent ball fields. Open fields, when not reserved for seasonal sports programs or for special events, are used on a first come basis by public users so they may enjoy open play or "pick-up games" which are not organized events. During seasonal sports the use of the fields is reserved by the association which has a contract with Spalding County to carry out the youth program.

Commissioner Flowers-Taylor stated that the policy should be looked at and the schedules of the Associations reviewed to determine if there are fields that can be rented to another Association. She would like to see how it can work, or if it can work, and determine the actual cost of renting these fields.

Commissioner Hawbaker stated that the other consideration is that some of these fields are lighted fields, if it is a pick-up game, there is no obligation on the County to pay to light those fields, and

that the current policy should stand as it is written.

Commissioner Flowers-Taylor stated that if someone wants to rent a field that it should be given the same consideration as when we rent gyms to teams or other public facilities. People are going to want to use the facilities and we need to adopt a policy that will allow rental of these facilities at reasonable cost that will allow the County to maintain the field or facility. She stated that she feels it should be relooked at for the pros, for the cons and for the possibilities. It is really important to know the costs associated with renting a field or a facility. She stated that we charge a deposit on everything else that should be considered as part of it.

Chairperson Johnson stated that she feels this should be relooked at as well.

Vote: 3-2 (Flowers-Taylor/Johnson).

Commissioner Miller asked that the vote be retaken as he was mistaken in his vote.

Motion by Miller/Hawbaker to reconsider the approval of the previous motion. Motion passed 3-2 (Hawbaker/Ray).

Motion by Hawbaker/Ray to accept the Parks and Recreation Advisory Committees' recommendation that we establish a policy to not renting the ballfields. Motion failed 2-3 (Johnson/GFT /Miller).

Motion by Flowers-Taylor/Johnson to table the request and go back to the Park and Recreation Advisory Committee and asked them to look at a policy taking into consideration the costs estimated with renting the fields to other Associations. Vote 3-2 (Hawbaker/Ray)

6. Consider request from South Atlanta Youth Association (SAYA) to use Volunteer Park Football field.

Donald Driver, 534 Moore Street, Griffin, Georgia, he is currently the President of the South Atlanta Youth Association. He stated that all of the members of this association are citizens of Spalding County. He stated that they are here today to request the use of Volunteer Field and is asking that they be allowed to co-exist with Parks and Recreation.

Mr. Driver stated that if Spalding County truly wants to move forward that they must allow associations such as SAYA to participate on County fields as well as Parks and Recreation. Parks and Recreation is not an Association, they are part of the county government. SAYA is the only football association, here in Spalding County. He advised that they are asking to use Volunteer Field because they know that after 2:00 p.m. on Saturdays these fields are not being used by the County.

Mr. Driver advised that they are not in competition with Parks and Recreation because 85% of the youth on their team have never played for Parks and Recreation. He stated that they are not trying to damage Parks and Recreation, they were given the opportunity by Parks and Recreation to take over the football program, but it was not awarded to SAYA because they did not agree with our way of doing things.

Mr. Driver stated that they are requesting the use of Volunteer

Field on Saturdays after Parks and Rec are finished using the field and we are requesting to pay a \$10.00 per player per season usage fee as all other associations are charged which will provide revenue to the County. He restated it is their desire to coexist with the Parks and Recreation program. We are not trying to compete with Parks and Recreation, we are simply asking to play on the field when they are finished.

Mr. Driver stated that they have their own liability coverage, they have their own referees. He stated that all they are requesting, as citizens of Spalding County, is to be able to use the fields that the citizens of Spalding County have provided for use by the citizens of Spalding County. He stated that this is an independent Association within Spalding County made up of Spalding County citizens who are wanting to play on fields that are provided for the use of Spalding County citizens.

Mr. Driver stated that they are asking the Board to vote on this matter tonight because they have games scheduled and we need to know if we are going to be able to utilize Volunteer Park. We know that the Board has recommendations from Park and Recreation, but in reality every county around Spalding provides for Associations to utilize their fields and allow for Associations and their Park and Recreations to coexist with one another. This allows the citizens within the community to have a choice.

Rodney Jester, 1127 Parkview Drive, Griffin stated that other counties are coming into Spalding County and recruiting our kids to play on their teams. He stated that he grew up in the Spalding County Parks and Recreation system and this organization is simply giving the kids another avenue to play ball in Spalding County. He stated that his coaching doesn't stop on the field, he checks the grades of every child he is coaching. He further stated that if the County wants to give back to the community then to give these kids a place to play ball.

Mr. Driver stated that their Association is practicing at Dundee Park and they have to come before the Board of Commissioners to have the bathrooms unlocked for their practices. He stated that they are a year round association. They are not just a football association they are a year round association. He stated that they have the people in place to do what they need to do they are simply asking to be able to coexist with Parks and Rec like they do in Henry, DeKalb, Fayette and other counties in this area.

Commissioner Flowers-Taylor asked how many children are currently registered with his association.

Mr. Driver stated that they currently have 58 children registered, 54 that are actively participating at this time.

Commissioner Flowers-Taylor asked how many games they have scheduled for the season.

Mr. Driver advised that at this time they have three games scheduled, the first two are out of town games and we were holding back on putting the home games in Griffin pending how the Board voted.

Commissioner Flowers-Taylor then asked what his expectation was of the number of games that they are anticipating having at Volunteer Park.

Mr. Driver stated that they plan to play from the first of October

until Thanksgiving at the end of November with possibly one week of tournament play.

Chairperson Johnson stated that she wants to make sure that this is not going to conflict with any of the time that Park and Rec will be utilizing the field.

Commissioner Ray stated that we have a Parks and Recreation Advisory Commission, we have a Parks and Recreation Department and we have been given a recommendation of a denial for this request. He further stated that based on the action the Board has already taken tonight of sending the recommendation back to the Parks and Recreation Advisory Committee to set a formal policy regarding the rental of athletic fields, he feels it would be inappropriate for the Board to vote on this issue tonight.

Commissioner Ray also stated that the Board has the option to table this request or we have an option to deny the request, but we have already stated this needs to go back to the Parks and Recreation Advisory Committee for research and further recommendation. If we do this tonight then we are acting out of turn and we are not giving the Parks and Recreation Advisory Committee their due input.

Commissioner Ray then stated he would like to make a motion to deny the request of the SAYA group.

Commissioner Hawbaker stated that he was not comfortable sitting here and negotiating these issues. He feels that it needs to go back to the Park and Recreation Advisory Commission for review and resubmission of a recommendation that is agreeable to both Parks and Recreation and this Association.

Commissioner Ray withdrew his motion for lack of a second.

Chairman Johnson stated that she feels it is important to have a policy in place prior to renting County assets. She stated that she understand the timing on this is not good; however, a policy needs to be in place to cover this request, the policy is the rules and the guidelines for using this piece of property.

Motion/Second by Hawbaker/Ray to table this request pending the findings of the Parks and Recreation Advisory Committee. Motion carried 3-2 (Miller/Flowers-Taylor).

Mr. Driver then asked if SAYA could play on the fields until a policy is in place.

Chairperson Johnson stated that there has to be a policy in place. Mr. Wilson advised that the current policy states no organized play.

Mr. Fortune advised that the Board feels that there should be a policy in place prior to the fields being utilized by the Association.

7. Consider recommendation from the Parks & Recreation Advisory Commission to establish a community neighborhood passive-park at the Quilly Street Property.

Mr. Wilson stated that at their meeting on September 10th the Park and Recreation Advisory Committee made a motion to recommend to the Spalding County Board of Commissioners to consider a community neighborhood passive park at the Quilly Street

property. That motion carried by all of the members present.

Mr. Wilson stated that this would be a community park that would be designed and built by the community much like what has been done in other places. The improvements would have to meet all of the county specifications for the equipment placed there and any structures placed on the property. This is not something that will happen overnight and it will have to be part of our Master Plan for that park that we have on file.

Commissioner Ray stated that we currently have no funding in the budget for this.

Mr. Wilson advised that this would be a community funded project, no county funded. If they want to build a pavilion, it would have to be to the county specifications, and the community would then go out and raise the money to build the pavilion.

Commissioner Flowers-Taylor asked where Quilly Street property was located.

Mr. Wilson advised that it is the property adjacent to Dundee Park on Quilly Street that goes all the way back to the rock quarry and that is what we are calling the Quilly Street property.

Commissioner Flowers-Taylor asked where else we had built a community park.

Mr. Wilson advised that currently we do not have any community parks in the County. However, we have allowed such organizations such as the Boy Scouts to come in and build a nature trail at Wyomia Tyus. We have disc golf course at Wyomia Tyus where we allowed the Disc Golf Association to pay for the materials and we built the course.

Mr. Wilson stated that it is probably time that the county did a new master plan, so the Board may want to table this request until a new Park and Rec master plan can be developed.

Motion/Second by Miller/Ray to table until a new master plan can be completed. Motion carried unanimously by all.

8. Consider a request from Three Rivers Area Agency on Aging to use their statewide contract for the provision of congregate and home-delivered meals to be served throughout the State.

Mr. Wilson stated that the County currently utilizes SYSCO food products. He advised that all of the Agency on Aging got together and combined their purchasing power into a single contract and bid out these services to make sure that the quality of the product being served was consistent throughout the State. SYSCO was awarded the contract and this is a contract stating that the County will utilize, to the extent possible, SYSCO to furnish the products for our Senior Nutrition Program.

Motion/Second by Flowers-Taylor/Ray to approve the request of Three Rivers Area Agency on Aging to utilize their statewide contract for the provision of congregate and home-delivered meals to be served throughout the state. Motion carried unanimously by all.

9. Consider approval of contract with Three Rivers Regional Commission for the writing and facilitation of Spalding County's 2016 Hazard Mitigation Plan.

Eric Mosley stated that that we issued an RFP for this process and there were three bids submitted from the request. The group that reviewed the bids for this plan were: Eric Mosley, Fire Chief Kenny West, Asst. Fire Chief Glenn Polk and Asst. Fire Chief Jamie Clark and Terri Bass, who served as the Purchasing Agent for the process. The group decided to utilize Three Rivers Regional Commission, this group has prepared most of the Hazard Mitigation Plans for the County thus far the only exception being the one that Chief West wrote himself.

Mr. Mosley stated that he and Commissioner Ray met with Three Rivers Commission to discuss their writing and facilitating the Spalding County 2016 Hazard Mitigation Program and he left that meeting confident that this agency will do a good job. Staff requests that you approve this contract with Three Rivers Regional Commission.

Commissioner Flowers-Taylor inquired into the cost of this program.

Mr. Wilson advised that funding for the 2016 Hazard Mitigation Program is provided through a grant and the local match is our time for the County employees involved in the process.

Mr. Mosley advised that the grant funding will come from FEMA and that this project will take approximately six months to complete.

Motion/Second by Flowers-Taylor/Miller to approve the contract with Three Rivers Regional Commission for the writing and facilitation of Spalding County's 2016 Hazard Mitigation Program. Motion carried unanimously by all.

10. Consider approval to submit Grant Application to the Georgia Transportation Infrastructure Bank for funding of the North Hill Street/East McIntosh Road (Intersection #3) Project.

Mr. Wilson advised that we were notified last month by GTIB about the possibility of a Grant. The City has recently applied for Intersection #2, the one in the flats with the roundabout and we are going to ask for Intersection #3. Total budget \$1.5 million the grant request will be for \$1.2million with local funding of \$300,000 to come from the 2008 SPLOST funds or the 2015 depending on how much we have to spend on Intersection #2.

Mr. Wilson stated that B.J. Martin along with Chad Jacobs worked on the application and we believe we have a worthwhile application. It doesn't cost anything to try and we might get the money.

Motion/Second by Ray/Flowers-Taylor to approve the submittal of a grant application to the Georgia Transportation Infrastructure Bank for funding of the North Hill Street/East McIntosh Road (Intersection #3) Project. Motion carried unanimously by all.

11. Consider approval of Purchasing Card Usage Policy as discussed at the Work Session on August 17, 2015.

Mr. Wilson advised that at the Work Session staff provided the Board with a copy of the Purchasing Card Usage Policy. He stated that Mr. Mosley has been working closely with the state and utilized other purchasing card usage policies used in other counties to assist in drafting the policy being presented. He stated that we want to have a policy in place before we apply for and start utilizing these cards.

Mr. Wilson stated it would probably be the first of the year before everything is in place and that we will start with a smaller department and then grow the program from there. He stated that the cards do have a rebate on them that the county can, hopefully, get some rebates back at the end of the year. The Board liked the purchasing card and rebate, in theory, and asked for a purchasing card policy. The matter before you this evening is the proposed purchasing card policy.

Mr. Wilson stated that this policy sets up who will be able to utilize the cards and the strict limitations being placed on the usage of the cards.

Motion/Second by Flowers-Taylor/Ray approval of Purchasing Card Usage Policy as discussed at the Work Session on August 17, 2015. Motion carried unanimously by all.

12. Consider approval of agency contract with the City of Orchard Hill for Fire Protection Services for the period beginning October 1, 2015 and ending on October 1, 2016.

Mr. Wilson stated that this item and item #13 are the annual contracts with the City of Orchard Hill and the City of Sunny Side for Fire Protection services. The cost for these services are based each City's Tax Digest. We calculate gross mileage rate, exclusive of our insurance premium tax, because the cities receive insurance premium tax, we multiply that times the cities' tax digest and that is the amount that is reflected on the contract.

Both Orchard Hill and Sunny Side have approved the contracts and staff recommends approval.

AGENCY CONTRACT FOR FIRE PROTECTION SERVICES

**STATE OF Georgia
COUNTY OF Spalding**

THIS AGREEMENT made and entered into on this the first day of October 2015, by and between the City of Orchard Hill, hereinafter sometimes referred to as the "Municipality", a municipal corporation of the State of Georgia, and the "COUNTY OF SPALDING", hereinafter sometimes referred to as the "County" a political subdivision of the State of Georgia,

WITNESSETH:

THAT WHEREAS, the Municipality now deems it in the best interest of the City of Orchard Hill and its citizens for the Municipality to furnish fire protection services in the exercises of a governmental function of the Municipality, and has requested the County to aid and assist it in furnishing such fire protection services within the corporate limits of the Municipality; and

WHEREAS, the County has now established a Fire Protection District comprising all of the unincorporated area of Spalding County and is presently furnishing fire protection services for such Fire Protection District and is willing to serve as an agent of the Municipality in providing the equipment, personnel and supplies for furnishing such fire protection services within the corporate limits of the Municipality for the consideration hereinafter set out; and

WHEREAS, the County deems it in the best interest of both parties hereto to enter into the within agency contract;

NOW, THEREFORE, for and in consideration of the premises and the respective benefits to be derived by each party hereto and in consideration of the covenants and agreements hereinafter set forth and payments of money by the Municipality to the County, as hereinafter set out, it is hereby mutually understood and agreed by and between the parties hereto, as follows:

-1-

Beginning at 12:00 o'clock Noon on October 1, 2015, the County shall serve as an agent of the Municipality in providing fire protection services within the fire district of the Municipality, being within the corporate limits of the Municipality, for a term of twelve (12) months ending at 12:00 o'clock Noon on October 1, 2016, which such fire protection services furnished hereunder shall be comparable to the fire protection services that the County is now furnishing its aforesaid Fire Protection District, being the unincorporated area of Spalding County, and all such services furnished hereunder shall be done and furnished by the County as the agent of the Municipality, who shall be the principal furnishing such fire protection services to the people and property, residing and located, within the corporate limits of the Municipality in the Municipality's exercises of a governmental function, and not a ministerial function, and at no time shall the County be acting hereunder in the capacity or role of an independent contractor.

-2-

During the term of the within contract the Municipality shall pay the County the sum of Two Thousand, Nine Hundred, Thirty-Four Dollars and Twenty-Five Cents (\$2,934.25) per month for providing such fire protection services, which sum shall be due and payable by the Municipality to the County on the 10th day of each calendar month, beginning October 10, 2015, and continuing in monthly succession thereafter on the 10th day of each successive month with the last such payment being due and payable on September 10, 2016, or until this contract is sooner terminated as hereinafter provided.

-3-

Time is of the essence of this contract and each of its provisions.

-4-

Notwithstanding anything herein contained to the contrary the within agreement may be terminated by either party hereto on the first day of any calendar month during the aforesaid twelve month term by giving notice in writing of such termination to the other party hereto at least thirty days in advance of the designated date of such termination, and thereafter this contract shall be terminated and neither party hereto shall be obligated to furnish fire protection services to the other party hereto, and no further monthly payments shall become due and payable thereafter by the Municipality.

Any notice contemplated or required by this contract shall be deemed effectively given when mailed by United States registered or certified mail, with the required postage prepaid, and addressed as follows:

If to the Municipality, address to:

City of Orchard Hill
P. O. Box 448
Orchard Hill, Georgia 30266

If to the County, address to:

County of Spalding
P. O. Box 1087
Griffin, Georgia 30224-1087

The parties hereto have respectively caused the within agreement to be duly executed in duplicate originals by and through their authorized officers and under their respective hands and seals on the day and year first above written.

CITY OF ORCHARD HILL

(Seal of Municipality affixed hereto)

By: _____
As Mayor of its Board of Councilmen

Attest: _____
As Clerk of said Board

COUNTY OF SPALDING

(Seal of County affixed hereto)

By: _____
As Chairman of its Board of Commissioners

Attest: _____
As Clerk of said Board

Motion/Second by Ray/Hawbaker approve the agency contract with the City of Orchard Hill for Fire Protection Services for the period beginning October 1, 2015 and ending October 1, 2016. Motion carried unanimously by all.

- 13. Consider approval of agency contract with the City of Sunny Side for Fire Protection Services for the period October 1, 2015 to September 30, 2016.

AGENCY CONTRACT FOR FIRE PROTECTION SERVICES

STATE OF Georgia

COUNTY OF Spalding

THIS AGREEMENT made and entered into on this the first day of October, 2015 by and between the City of Sunny Side, hereafter sometimes referred to as the "Municipality", a municipal corporation of the State of Georgia, and the "COUNTY OF Spalding", hereinafter sometimes referred to as the "County" a political subdivision of the State of Georgia,

WITNESSETH:

THAT WHEREAS, the Municipality now deems it in the best interest of the City of Sunny Side and its citizens for the Municipality to furnish fire protection services in the exercises of a governmental function of the Municipality, and has requested the County to aid and assist it in furnishing such fire protection services within the corporate limits of the Municipality; and

WHEREAS, the County has now established a Fire Protection District comprising all of the unincorporated area of Spalding County and is presently furnishing fire protection services for such Fire Protection District and is willing to serve as an agent of the Municipality in providing the equipment, personnel and supplies for furnishing such fire protection services within the corporate limits of the Municipality for the consideration hereinafter set out; and

WHEREAS, the County deems it in the best interest of both parties hereto to enter into the within agency contract;

NOW, THEREFORE, for and in consideration of the premises and the respective benefits to be derived by each party hereto and in consideration of the covenants and agreements hereinafter set forth and payments of money by the Municipality to the County, as hereinafter set out, it is hereby mutually understood and agreed by and between the parties hereto, as follows:

-1-

Beginning at 12:00 o'clock Noon on October 1, 2015 the County shall serve as an agent of the Municipality in providing fire protection services within the fire district of the Municipality, being within the corporate limits of the Municipality, for a term of twelve (12) months ending at 12:00 o'clock Noon on October 1, 2016 which such fire protection services furnished hereunder shall be comparable to the fire protection services that the County is now furnishing its aforesaid Fire Protection District, being the unincorporated area of Spalding County, and all such services furnished hereunder shall be done and furnished by the County as the agent of the Municipality, who shall be the principal furnishing such fire protection services to the people and property, residing and located, within the corporate limits of the Municipality in the Municipality's exercises of a governmental function, and not a ministerial function, and at no time shall the County be acting hereunder in the capacity or role of an independent contractor.

-2-

During the term of the within contract the Municipality shall pay the County the sum of One Thousand Five Hundred and Thirty Four Dollars and Eleven Cents (\$1,534.11) per month for providing such fire protection services, which sum shall be due and payable by the Municipality to the County on the 10th day of each calendar month, beginning October 10, 2015, and continuing in monthly succession thereafter on the 10th day of each successive month with the last such payment being due and payable on September 10, 2016, or until this contract is sooner terminated as hereinafter provided.

Time is of the essence of this contract and each of its provisions.

Notwithstanding anything herein contained to the contrary the within agreement may be terminated by either party hereto on the first day of any calendar month during the aforesaid twelve month term by giving notice in writing of such termination to the other party hereto at least thirty days in advance of the designated date of such termination, and thereafter this contract shall be terminated and neither party hereto shall be obligated to furnish fire protection services to the other party hereto, and no further monthly payments shall become due and payable thereafter by the Municipality.

Any notice contemplated or required by this contract shall be deemed effectively given when mailed by United States registered or certified mail, with the required postage prepaid, and addressed as follows:

If to the Municipality, address to:

City of Sunny Side
P. O. Box 100
Sunny Side, Georgia 30284

If to the County, address to:

County of Spalding
P. O. Box 1087
Griffin, Georgia 30224-1087

The parties hereto have respectively caused the within agreement to be duly executed in duplicate originals by and through their authorized officers and under their respective hands and seals on the day and year first above written.

CITY OF SUNNY SIDE
(Seal of Municipality affixed hereto)

By: _____
As Mayor of its Board of Councilmen

Attest: _____
As Clerk of said Board

COUNTY OF SPALDING

(Seal of County affixed hereto)

By: _____
As Chairman of its Board of
Commissioners

Attest: _____
As Clerk of said Board

Motion/Second by Hawbaker/Ray to approve the agency contract with the City of Sunny Side for Fire Protection Services for the period beginning October 1, 2015 to October 1, 2016. Motion carried unanimously by all.

14. Consider approval on first reading an Ordinance amending the FY 2016 Budget Ordinance to provide for prior year encumbrances.

Mr. Wilson stated that as part of the purchasing policy any purchase orders that are outstanding at the end of the fiscal year are carried over by Budget Amendment for the next fiscal year. This year we were able to keep our fiscal year open for two months, July and August, to charge older invoices. As a result we have only \$45,000 that needs to be transferred.

Motion/Second by Ray/Flowers-Taylor approve on first reading an Ordinance amending the FY 2016 Budget Ordinance to provide for prior year encumbrances. Motion carried unanimously by all.

15. Consider declaring surplus and authorizing disposal of various vehicles and equipment from various county departments.

Eric Mosley stated that over the past few months he had been assigned the task of collecting vehicles and equipment to declare surplus which included every county department. He advised that it has been quite a while since this has been done and there is a large surplus to dispose of currently assembled behind the Public Works Department.

Mr. Mosley stated that he wanted to give a big thank you to Tim Crane, Interim Public Works Director, Randy King of Public Works and the other members of Public Works who have assisted in pulling these items together. Not only did they move the vehicles to Public Works, they also cleaned the vehicles and removed light bars, radios and any other equipment that could be salvaged from these vehicles for reuse. It is requested that the board approve the list for surplus and we will move forward with an auction.

Motion/Second by Ray/Miller declaring the items on the list presented to the Board as surplus and authorizing disposal of various vehicles and equipment from various county departments. Motion carried unanimously by all.

16. Consider setting meeting dates for the Zoning Public Hearings in November and December due to the Thanksgiving and Christmas Holidays.

Mr. Wilson stated that the regular scheduled Public Zoning Hearings will fall on Thursday, November 26th, Thanksgiving Day and Thursday, December 24th, Christmas Eve. Staff is recommending moving these meetings to November 16th and December 7th, both at 5:00. Historically we have moved these back to before our regular meeting as they generally fall within the holiday period during these months.

Motion/Second by GFT/Hawbaker move the dates for the Zoning Public Hearings in November and December to have them at 5:00 p.m. prior to the Board of Commissioners Meetings on November 16th and December 7th, 2015. Motion carried unanimously by all.

17. Appoint a delegate to represent Spalding County at the ACCG Legislative Leadership Conference on October 8, 2015 in Jekyll Island.

Motion/Second by Miller/Ray to appoint Donald Hawbaker to represent Spalding County as our voting delegate at the ACCG Legislative Leadership Conference in October in Jekyll Island. Motion carried unanimously by all.

XI. REPORT OF COUNTY MANAGER

- ✓ Georgia Recreation and Parks Association Board of Trustees will be meeting at the UGA Stuckey auditorium this Wednesday, September 23rd at 11:30 a.m. Originally, the chairman was going to welcome everyone at that meeting and have lunch, but unfortunately she will not be able to do this. He asked if any of the other commissioners would be available to welcome this group and have lunch. Commissioner Hawbaker stated that he could be there to welcome the group and he would stay for lunch.
- ✓ The 3G+ committee which is made up of the City Manager, County Manager and School Superintendent and Chairpersons of each board have tentatively set the Joint Archways Joint retreat for January 28th-29th in Carrollton. They have a meeting tomorrow and will be discussing this and will also have a presentation by Mike Beatty of the Great Promise Partnership. He stated that as soon as the dates are confirmed for this retreat he will let everyone know.
- ✓ Don't forget, this week we have a Special Called Meeting, Thursday, at 5:00 p.m. He advised the News Media that the purpose of this meeting would involve an Executive Session to review the performance of a County employee.
- ✓ The Zoning Public Hearing will be held at 6:00 p.m. on Thursday as well.
- ✓ Proof for the 2015 SPLOST ballot. When we worked on the original wording for the ballot it was decided to differentiate between the city and county projects by bolding the cities and county's names on the ballot. The entire ballot is bolded per state law, so you will note that the name of the entities have been underlined to denote that entities projects. The first day of voting will be October 12.
- ✓ This weekend there is a Red Cross Smoke detector campaign that our Fire Department and EMA are sponsoring, this will be at the Reid Fire Station. They will be handing out smoke detectors and will be delivering some as well in the area.
- ✓ LIVE 2 LEAD LIVE SIMULCAST – John Maxwell – Friday, October 9, 8:50 a.m. to 1:30 p.m., early bird admission is \$97 and it will be held at Southern Crescent Technical College.
- ✓ 3G+ committee had a presentation from the Tax Assessors Office on the 2015 Digest, what happened this year and what to look for in the future. Chairman Johnson stated it would probably be good to have a joint work session with the city and the school board and have everyone see that presentation. He advised that he had emailed it to everyone earlier today and he will work on setting up the presentation to have the Tax Assessors office present and we can possibly have the Tax Commissioner's office talk about the tax collection side as well.

XII. REPORT OF COMMISSIONERS

Commissioner Hawbaker

- This past Thursday, September 17th was Constitution Day. This is a holiday that was passed in 2004 by Senator Robert Byrd, previously it was known as Citizenship Day. The just wanted to acknowledge the importance of the U.S. Constitution.
- Kudos to the three Americans, which included one active Air Force member and one national guardsman and one a student who stopped a terrorist action on a train headed for Paris. All of these men were inducted into the French Foreign Legion and the soldier in the Air Force, Spencer Stone, recently received a purple heart.

He further stated that he wished those military members who were killed or injured in the attack on military offices and installations in Chattanooga were similarly awarded, posthumously in many cases, the Purple Heart.

- This coming Sunday he will have the honor of presenting a Proclamation on the 150 Anniversary of Macedonia Baptist Church that will be at 2:30 p.m. We adopted the Proclamation on April 6th and at that time the church asked that a representative from the Board present the Proclamation on the actual anniversary.
- Condolences to Mr. Fortune and his family on their recent loss.
- Congratulations to Daa'ood Amin who has been doing an extraordinary job in promoting the SPLOST. He stated that he had attended several presentations given by the SPLOST committee at the Jackson Road PTO last week, at Kiwanis and at Rotary and he felt that their message had been generally very well received.
- Congratulations to Fairmont Alumni who held their annual parade yesterday.
- Commissioner Hawbaker stated that he was perplexed by the SAYA group, this has been going on since earlier in the year when the association and Parks and Rec couldn't reach an agreement. He stated that it appears the Association went off and did their own thing which is fine, but he feels that basically the leadership of this organization has been selling a product that they can't deliver because of the restrictions that are in place for associations concerning the use of our Parks and Recreation fields.

He further stated that he was impressed by their dedication in helping the youth in this community, but if you can't reach an agreement with Parks and Rec on how our facilities are going to be used then you need to make your own alternative arrangements. He further stated that he felt this organization was unfairly trying to go around Parks and Rec by coming to us to essentially negotiate an agreement. That is not our role and we are not in a position to do that. He stated that he hopes that eventually an agreement can be made without unduly burdening Parks and Rec with rules that they are going to have to apply uniformly into all of these associations.

Commissioner Flowers-Taylor

- Stated that she was going to expand on what Commissioner Hawbaker had to say regarding the SAYA organization. However, what she saw in here tonight was the disappointed faces of children where a bunch of grownups told them they couldn't play football.

Regardless of what anyone's personal preferences are for the leadership of South Atlanta, it was something that we could have made possible. Clearly when there is no policy in place it is our job to make a decision and what we did tonight was toss it back so that someone else could play around with it, basically preventing them from being able to do it. She stated that she has her own issues with Mr. Driver and his leadership. She stated that she was aware of some personality conflicts between Mr. Driver and Parks and Rec staff.

At the end of the day, this is about the kids and her heart goes out to them because their parents made a choice to sign them up and the kids still don't get to play.

- Commend William for the work he did on the agenda this evening. She was upset when she saw how long the Agenda was but she feels that we have handled a lot of business tonight and she appreciates the work that it took to make that happen.
- Kudos to Eric who gets out there, you dig in and you gets stuff done. She stated that she had heard very positive things about him in the community.
- She stated that she is excited about upcoming training and what is going on with Archway. The goals set were right on point with the needs of this community. She stated that she is actually seeing where the people in the community are all trying to get on the same page in trying to run the City and the County efficiently, we are having citizen involvement that is positive and is constructive. She stated that if we maintain this momentum, we should be able to make something happen soon.

Commissioner Ray

- Wanted to echo sentiments that have already been made to Mr. Fortune and his family on the recent loss of his mother.
- Wanted to congratulate the kick off of the United Way Campaign and the cardboard boat race that went really well and was a good start to the campaign.
- Wanted to say thank you to Public Works and Code Enforcement. He had a couple of issues in his district that they handled quickly and professionally.

Bart Miller

- He wanted to say thanks to Public Works for the job they have done in his district. He advised that the citizens had called him after Public Works left and bragged on the job done and thanked him. He told them that they needed to call Public Works and thank them.

- With regard to football – he and Chairperson Johnson met with Mr. Driver before the season started and when the conversation ended, he asked Mr. Driver to wait until next year and continue to shadow Parks and Recreation. There is a lot of things that would have to be done prior to SAYA using the field. Background checks and other things would have to be done to cover the County and protect the children.

He didn't like seeing the disappoint on the kids' faces any more than Commissioner Flowers-Taylor, but Mr. Driver and his group made the decision and now the children are having to suffer for the decisions that this group made.

He stated that he feels there does need to be some type of rental policy made to allow citizens and companies in Spalding County to utilize our fields within the parks.

Chairperson Johnson

- Earlier today there was an email sent out regarding, "Calling All Young Professionals." The Archways group is trying to reach young professionals September 28 from 5-7 p.m. If you know anybody interested in participating please let them know about this meeting.
- She stated that it was very tough to go through what we did tonight with the South Atlanta Youth Association. She feels that they made a good argument for their case and we need to get some things fine tuned. Timing is of the essence for them. We need to sit down with Park and Rec to work out what can be done and what it is needed and what it is going to take to make this happen. She wants to make sure that we are dropping not the ball on this. If there are other communities accommodating these organizations then we can also.

Commissioner Miller further stated that this needs to be done within the next 10 days. Chairperson Johnson stated she would like to have a work session on this in early October.

XIII. CLOSED SESSION – None.

XIV. ADJOURNMENT

Motion/Second by Miller/Ray to adjourn at 8:15 p.m. Motion carried unanimously by all.

/s/ _____
Rita Johnson, Chairperson

/s/ _____
William P. Wilson, Jr., Clerk