

## MINUTES

**The Spalding County Board of Commissioners held their Regular Meeting in Room 108 in the Courthouse Annex, Monday, February 6, 2017, beginning at 6:00 p.m. with Chairman Bart Miller presiding. Commissioners Rita Johnson, Raymond Ray, Gwen Flowers-Taylor and Donald Hawbaker were present. Also present were County Manager, William P. Wilson Jr., Assistant County Manager, Eric Mosley and County Attorney, Jim Fortune. County Manager, William P. Wilson, Jr. recorded the minutes.**

- I. OPENING (CALL TO ORDER)** by Chairman Bart Miller.
- II. INVOCATION** led by Commissioner Donald Hawbaker.
- III. PLEDGE TO FLAG** led by Commissioner Gwen Flowers-Taylor.
- IV. PRESENTATIONS/PROCLAMATIONS**
  1. Consider approval of a Proclamation celebrating the 10th Anniversary Season of Griffin Choral Arts.

Chairman Miller asked Commissioner Rita Johnson to read the Proclamation celebrating the 10<sup>th</sup> Anniversary Season of Griffin Choral Arts.

## Proclamation

### GRIFFIN CHORAL ARTS CELEBRATES THEIR 10<sup>TH</sup> SEASON

**WHEREAS:** Griffin Choral Arts (GCA) was envisioned, developed and founded in 2007 by Artistic Director, Dr. Stephen Mulder and Jan Whalen and is governed by a volunteer Board of Directors. The mission of Griffin Choral Arts is to enrich our community through the performance of outstanding choral music from all traditions; ennoble our audiences with choral programs that elevate, educate and entertain; excel in performance by welcoming challenge, discovery and diversity; and enthusiastically support and promote the performing arts in the Griffin area; and,

**WHEREAS:** Griffin Choral Arts is celebrating its "Standing Ovation" Tenth Anniversary Season from October 2016 through May 2017. Griffin Choral Arts is an auditioned, regional community choir, which has evolved to include 55 dedicated singers representing 7 regional counties. In this 10<sup>th</sup> Anniversary Season, the Chamber Choir, a 16 person ensemble formed in 2014, will perform for the first time in regular season projects; and,

**WHEREAS:** Griffin Choral Arts presents four concerts annually between October and May of each year, often accompanied by professional musicians at venues throughout the Griffin-Spalding Community. Collaborative concerts have included presentations with the Griffin Ballet Theatre, Spalding High School Chorus, Carrollton Symphony Orchestra, Southern Crescent Chorale, Barrister Brass Quintet and world-renown artists Monroe Crossings Bluegrass Band and violinist Jamie Laval. This season Clayton State University Chorale will join Griffin Choral Arts at the Gordon State College Fine Arts Auditorium in May 2017; and,

**WHEREAS:** Griffin Choral Arts has been honored with invitations to perform for Tara Winds in 2010, at Spivey Hall in 2011 and 2016 and for the Warner Robbins Community Concert Association series in 2013; and,

**WHEREAS:** In 2016 Griffin Choral Arts fostered the formation of the GCA Children's Chorus consisting of 28 children in grades 3-6 from 4 area counties. Its mission is to train children in the choral arts and present concert performances that demonstrate their accomplishments and motivation, thus leading them to a lifetime of enjoyment of choral singing; and

**WHEREAS:** Griffin Choral Arts is a nonprofit arts organization that relies upon the support of the community to sustain its established level of performances and programming; and has received grants from community organizations which have allowed GCA to continue to program boldly as they perform choral masterworks for voices and instruments and has allowed them to expand their offerings in meaningful ways.

**NOW, THEREFORE**

**BE IT RESOLVED** We, the Spalding County Board of Commissioners, in recognition of the 10th Anniversary of Griffin Choral Arts do hereby proclaim February 11, 2017 as

**“GRIFFIN CHORAL ARTS DAY”**

in Spalding County, Georgia and encourage our citizens to recognize and support the many contributions this organization is making to the arts in our community.

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

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Bart Miller, Chairman

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William P. Wilson, Jr., County Clerk

***Motion/Second by Ray/Flowers-Taylor to approve the Proclamation celebrating the 10<sup>th</sup> Anniversary Season of Griffin Choral Arts. Motion carried unanimously by all.***

Chairman Miller then asked if representatives from Griffin Choral Arts would come up to accept the proclamation.

2. Presentation of the 2016 Comprehensive Annual Financial Report by Miller Edwards of Mauldin & Jenkins LLC.

Miller Edwards, of Mauldin & Jenkins LLC, stated that he would be presenting the 2016 Comprehensive Financial Report for reporting year ending June 30, 2016. He advised that the audits were issued prior to the deadline required by the State of Georgia and the GFOA.

He then stated that he would be covering the highlights of the CAFR and then welcome any questions that the Board may have regarding this report. He advised that the CAFR that is presented every year by Spalding County goes above and beyond what is required. The audit report included in the materials is considered an unmodified or clean audit report.

Mr. Miller stated that pages 4 thru 13 is a Management Discussion Analysis that is written by County Management which gives a basic overview as to why things occurred as they did, why certain amounts increased or decreased.

He added that the financial statements start on page 14 of the document he added that the Balance Sheet for the primary government is located in the first column. He stated the first column reflects approximately \$126 million of assets and deferred outflows offset by \$27 million in liabilities and deferred inflows. This gives Spalding County an equity position of about \$100 million worth of equity when you look at the overall operations.

Mr. Miller stated that the County has strong assets with a small amount of liability, the County has equity position.

Mr. Miller reviewed the Statement of Activities and Fund Balances. He advised that the balance in the Funds reflect a \$3.7 million balance in cash which is an increase from what it has been in the past, total fund balance is approximately \$4.5 million and added that the Fund Balance is about 80% cash; however, when you look at the income statement you will see that this equates to 43 days of Fund Balance.

Mr. Miller added to give this information perspective that prior to the recession in 2007, Spalding County had approximately \$11.3 million in Fund Balance, which was a good thing because that is what helped the County weather the storm that occurred over a 7-8-9 year period. He advised that he always suggests that having a fund balance equivalent to 3 months in Fund Balance.

Mr. Miller stated that there was an increase in General Fund Balance of approximately \$1.2 million a positive bottom line, there were \$39.8 million in revenues offset by \$38.3 million in expenditures and there were a few other adjustments that had to be made resulting in an increase in the General Fund Balance from \$3.3 million to \$4.5 million.

He added that under the compliance section of the CAFR discussed is what internal controls are in place to insure that you are in compliance from a general perspective. He advised that under this section they had no findings. He advised that the only thing they had were a few management points all of which involved the court system.

Mr. Wilson advised that with the implementation of the ODYSSEY software in Clerk of Court, State Court and Magistrate Court that they will have now have a general ledger through this software system which should address the management points mentioned in the audit. He further advised that the only Court currently not on the system is Probate Court and he is working with Judge Hunt on this.

**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.

Debby Daniel-Bryant, 282 N. Rover Road, Griffin, Georgia spoke against Full Blown Firearm and wants to this operation shut down.

Shawn Southerland, 85 Gainer Road, Griffin, Georgia, spoke about 75 Gainer Road and 2197 N. Walkers Mill Road.

Mr. Southerland stated that he had been before the Board on an earlier occasion to discuss 85 Gainer Road and a junk truck that was parked in the front yard; however, after that appearance Code Enforcement visited the home and the truck was simply relocated from the front yard to the back

yard and now the front yard is full of trash and debris along with kitchen appliances.

Mr. Southerland then stated that since this individual had been allowed to keep the junk truck in the back yard, the people who actually own the property now have a junk car parked in their back yard at 2197 N. Walkers Mill Road. Additionally, they have a 5<sup>th</sup> wheel camper on this property that is tarped and has no tag on it. He is simply asking that the code that is currently on the books be enforced.

Reese Simmons, 2771 W. Ellis Road, Griffin, Georgia, wanted to thank the Board and the Spalding County Fire Department for their response to a

call at his residence. The Brush Truck out of the Norton Fire Station which was acquired recently through the SPLOST responded to the call. If it had not been for the Brush Truck, he would have suffered much more damage to his property and to neighboring properties. He wanted to thank the Fire Department for their timely response and the Board for the decision that was made to include the Brush Truck as one of the acquisitions on the SPLOST.

**VII. MINUTES -**

1. Consider approval of minutes for the Spalding County Board of Commissioners Regular Meeting on January 9, 2017, the Spalding County Special Called Meeting-Retreat on January 20, 2017, the Zoning Public Hearing on January 26, 2017 and the Executive Session January 26, 2017.

***Motion/Second by Ray/Hawbaker to approve the minutes of the Spalding County Board of Commissioners Regular Meeting on January 9, 2017, the Spalding County Special Called Meeting-Retreat on January 20, 2017, the Zoning Public Hearing on January 26, 2017 and the Executive Session January 26, 2017. Motion carried unanimously by all.***

**VIII. CONSENT AGENDA- None.**

**IX. OLD BUSINESS -**

1. Lift from the table and consider appointments to the Griffin-Spalding County Animal Care & Control Advisory Board.

***Motion/Second by Ray/Hawbaker to lift from the table an appointment to the Animal Care & Control Advisory Board. Motion carried unanimously by all.***

(a) To succeed Daryl Williams (Post #5) for a one year term ending December 31, 2017.

Chairman Miller asked Commissioner Donald Hawbaker if he had a nominee for this post appointment.

William Wilson, County Manager, advised that Commissioner Hawbaker had submitted the name of Mr. Michael O'Conner who lives at 510 Crescent Road, Griffin, Georgia for this appointment. Mr. Wilson further advised that this is a Post appointment, so there will not be a motion, as second or a vote. Mr. Wilson further advised that staff would notify Mr. O'Conner of his appointment.

2. Lift from the table and consider appointment to the Spalding County Board of Zoning Appeals.

***Motion/Second by Ray/Johnson to lift from the table an***

***appointment to the Spalding County Board of Zoning Appeals. Motion carried unanimously by all.***

- (a) To succeed Robert Lattimore, as Post #1 appointment, for a four year term ending December 31, 2020.

Chairman Miller asked Commissioner Flowers-Taylor if she had a nominee for this post appointment.

Commissioner Flowers-Taylor advised that she would like to appoint Ms. Patricia McCord to this Post position. Mr. Wilson advised that he had the information for Ms. McCord and Chad

Jacobs and the members of the Board of Appeals and Ms. McCord would be notified of this appointment.

**X. NEW BUSINESS-**

1. Consider request for Outside Amplification Permit from Humberto Colin to host a Fund Raising event at 3894 Jackson Road, Griffin, Georgia on February 12, 2016 from 12:00 p.m. to 8:00 p.m.

***Motion/Second by Ray/Hawbaker to approve the Outside Amplification Permit from Humberto Colin to host a Fund Raising event at 3894 Jackson Road, Griffin, Georgia on February 12, 2016 from 12:00 p.m. to 8:00 p.m.***

Mr. Wilson advised that the applicant was asked to be present this evening to answer any questions the Board may have regarding the Amplification Permit; however, Mr. Colin nor his representative Mr. Haro are present.

Mr. Wilson stated that this is property located at the corner of N. Walkers Mill Road and Old Jackson Road. There is a large horse facility is on this property, it is adjacent to our fire station and there are several residences across the road from this location. Staff has a few concerns regarding the application because on one part of the application it states the event is a fund raiser; however, on the permission letter attached to the application, it states that the event is a party.

Mr. Wilson then stated that Ms. Gibson had talked with the applicant's representative Mr. Gabriel Haro and advised him that he needed to be at the meeting and he said that he would be at the meeting. The application has been reviewed by Mr. Jacobs in Community Development and by the Sheriff's Department and it meets all of the qualifications for the issuance of a permit.

***Motion carried 4-1 (Ray).***

2. Consider approval of proposed Proactive Code Enforcement Policy.

***Motion/Second by Ray/Flowers-Taylor to approve the proposed Proactive Code Enforcement Policy.***

Commissioner Flowers-Taylor expressed her concern regarding Mr. Southerland's statements regarding junk cars. She stated that she has been complaining for quite some time about junk cars and old furniture that are on front porches or in the front yards of homes in the County.

Discussion was held regarding the definition of a junk car in the

current county ordinance and how the complaint would be addressed within the proposed Proactive Code Enforcement Policy.

SPALDING COUNTY  
CODE ENFORCEMENT POLICY

**Goal:**

The goal of the Spalding County Code Enforcement Program is the consistent, fair and timely enforcement of the regulatory provisions of the Spalding County Code, prioritized

to protect the public's health and safety. Voluntary compliance is encouraged. The program is only a guideline.

**Code Enforcement Complaint Commencement:**

Code enforcement may commence upon a complaint received from a resident, neighbor or County official which alleges that a condition which violates the Spalding County Code exists on a particular parcel. Code enforcement may also commence upon the observation of an open and obvious condition on a parcel observed in Plain View by the Code Enforcement Officer. Initiation of a complaint of violation of the Spalding County substandard housing code shall follow the procedures in Spalding County Code Section 9-3109.

A complaint may be received in any written form. A verbal complaint may be received but it must be documented in writing by Spalding County personnel. The observation of a condition in Plain View by the Code Enforcement Officer must be documented in writing either on a complaint form or citation.

**Plain View:**

A condition in violation of the Spalding County Code on a parcel observed by the Code Enforcement Officer from a public road right of way or sidewalk or from adjoining property for which consent to entry by the Code Enforcement Officer has been given.

**Code Enforcement Priorities:**

Complaints shall be prioritized based on the severity of the alleged violation and the severity of risk posed to the public's health, safety and welfare from the condition.

- **High Priority:** a complaint alleging a condition which poses an immediate or readily apparent threat to the health, safety and welfare of the public and/or the environment. Action on a high priority complaint should occur before the conclusion of the next business day following receipt. If a high priority complaint cannot be handled by the Code Enforcement Officer, it should be immediately referred to an appropriate governmental agency with authority to handle the alleged violation.
- **Standard Priority;** the allegation of any condition which is not a high priority but which alleges the existence of a condition on the property which violates the Spalding County Code.

Priority of complaints shall be determined by the County Manager or his designee .

**Fourth Amendment Protections:**

Code enforcement activities must comply with the property owner's right to be protected from unreasonable searches and seizures under the Fourth Amendment to the U.S. Constitution. A Code Enforcement Officer may search any parcel as to which a complaint has been received if:

- The property owner or occupant consents;
- A search warrant has been issued by an appropriate judicial authority;

- The condition on the parcel is observed in Plain View by the Code Enforcement Officer
- A business subject to a permit, license or other regulation for which consent to inspection is a required condition; or
- An emergency exists which the Code Enforcement Officer believes poses an immediate danger to human life.

**Inspections:**

When a complaint has been received or a condition that violates the Spalding County Code is observed on the property in Plain View, the Code Enforcement Officer shall conduct an initial inspection on the property to identify the existence of any violation(s). The initial inspection shall be documented in writing, accompanied by photographs of any condition present on the property that may be in violation of the Spalding County Code. If no violation is found, the complaint is concluded. If a violation is found and prior to the issuance of a citation, the Code Enforcement Officer may issue a warning and direct that corrective action be undertaken and completed within ten (10) days thereof. A second inspection may be conducted in the discretion of the Code Enforcement Officer.

**Violations:**

If the inspection by the County Enforcement Officer finds a violation of the Spalding County Code, a citation that identifies the condition and the applicable section of the Spalding County Code that has been violated will be issued. The citation may be resolved by voluntary compliance or proceed through standard judicial process.

**Persons Responsible for Code Violations:**

Responsibility for compliance with the Spalding County Code shall rest with the owner, occupant or tenant of any parcel or portion thereof, as well any other person, such as an architect, contractor, builder, agent or any employee who may have assisted or contributed to the existence of a condition present on the parcel that violates the Spalding County Code.

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

3. Consider approval on first reading an Ordinance amending the Part VI - Licensing and Regulation, Article A, Section 6-1020, Subparagraph (a) to correct an oversight in the wording of the code.

James Fortune, County Attorney, advised that at the last Board Meeting an oversight in the code that had been adopted by the Board and this amendment will correct that oversight.

***Motion/Second by Ray/Flowers-Taylor to approve on first reading an Ordinance amending the Part VI - Licensing and Regulation, Article A, Section 6-1020, Subparagraph (a) to correct an oversight in the wording of the code. Motion carried unanimously by all.***

4. Consider reappointment of Commissioner Donald Hawbaker to the Atlanta Regional Commission as Spalding County's representative for a one year term ending 12/31/2017.

***Motion/Second by Ray/Johnson to reappoint Commissioner Donald Hawbaker to the Atlanta Regional Commission as Spalding County's representative for a one year term ending 12/31/2017. Motion carried unanimously by all.***

5. Consider approval of a contract with the Judicial Alternatives of Georgia ("JAG") to provide correctional services to offenders processed through the Spalding County Alternative Court.

JUDICIAL ALTERNATIVES OF GEORGIA  
COMMUNITY CORRECTIONAL SERVICES AGREEMENT

Effective Date: January 1, 2017

This AGREEMENT ("Agreement") is made by and between Judicial Alternatives of Georgia

(JAG), a corporation organized under the laws of the State of Georgia, with its principal place of business located at 107 North 6<sup>th</sup> St., Griffin, Georgia ("JAG"), and the State Court of Spalding County, Georgia with its principal place of business for the purposes of this Agreement in Griffin, Spalding County, Georgia ("the Court").

WHEREAS, the Court has determined that a present need exists for certain community correctional services, hereinafter **referred to as the "Services", and**

WHEREAS, the Court is authorized to enter into this Agreement by the laws and regulations to which the Court is subject; and

WHEREAS, the Court and Judicial Alternatives of Georgia agree that the terms and conditions of this Agreement apply to the Services purchased **hereunder; and**

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**1. INTRODUCTION**

The purpose of this Agreement is to set forth the agreement between JUDICIAL ALTERNATIVES OF GEORGIA and the Court concerning the Correctional Services that JUDICIAL ALTERNATIVES OF GEORGIA agrees to provide the Court hereunder.

**2. SERVICES**

2.1 JUDICIAL ALTERNATIVES OF GEORGIA agrees to provide certain Services and JUDICIAL ALTERNATIVES OF GEORGIA and the Court agree that the client shall pay for the Services as described herein which shall be subject to this Agreement and separately executed by the Court and JUDICIAL ALTERNATIVES OF GEORGIA. All Services provided by JUDICIAL ALTERNATIVES OF GEORGIA hereunder shall be governed by this Agreement. Capitalized terms used in this Agreement refer to the corresponding terms defined herein. The parties agree that the Court shall have no obligation to make any payments under this contract and that JUDICIAL ALTERNATIVES OF GEORGIA shall look solely to its clients for payment.

2.1.1 **JUDICIAL ALTERNATIVES OF GEORGIA** agrees to provide the following supervision services:

1. Monitor and collect scheduled time payments for fines, court costs and restitution.
2. **Monitor conditions placed on convicted misdemeanants, as ordered by the court.**
3. Provide staff to attend State Court (the "Court") to perform intake on sentenced misdemeanors.
4. Provide monthly reports to the Court. All collected fines and cost payments shall be remitted on a weekly or monthly basis to the Court's designee.
5. Confer with the Court staff, the Prosecuting Attorneys/Solicitor's office and Judges on cases as appropriate.
6. Manage Client case limits, not to exceed 300 active Clients per Probation Officer for those offenders **with court ordered conditions of probation.**
7. Employ probation officers with a two (2) year degree and appropriate professional experience and a minimum age of at least 21 years.
8. Probation officers shall receive 40 hours of initial orientation within 6 months of employment and 20 hours of annual in-service. All other employees shall receive 16 hours of initial training and 8 hours of **annual in-service.**
9. Employ office and clerical staff with a minimum high school or equivalent diploma, minimum age of 18 years.

10. Compete criminal record checks on all staff in accordance with Rule 503-1.26 and O.C.G.A. 35-3-34.
11. Maintain appropriate records on Clients.
12. Provide periodic detailed reports to the Court.
13. JAG shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the court. JAG shall maintain records of service participation.
14. Develop and monitor restitution recovery program:
15. Report non-compliance by the offender to the Court.
16. Provide oversight of any offender placed on pre-trial supervision program.
17. Submit a monthly written report to the Court on the amount of Court fines, costs

and restitution ordered by the Court and collected by JUDICIAL ALTERNATIVES OF GEORGIA from the Client. The report shall include the services being provided, the total dollar amount applied to Court ordered fines, restitution and other conviction to the Court by the tenth (10th) business day of the following month.

18. Tender all fines, costs and restitution ordered by the Court and collected by JUDICIAL ALTERNATIVES OF GEORGIA on a daily basis.
19. Comply with all laws regarding confidentiality of client records.
20. JUDICIAL ALTERNATIVES OF GEORGIA shall not attempt to profit from any fines, restitution or court costs collected from the Clients.
21. Notify the Court, no later than the time at which a client has served 2/3 of his probated sentence, if it does not appear that the client will pay all of the Court ordered fines and *I* or restitution or that the client will not complete any other term of his probation.
22. File revocation petitions, orders, and coordinate scheduling for hearings.
23. **Provide testimony at delinquency or revocation hearings.**
24. Collect fines and fees due to the Court from probationers.

2.1.2 **The Court** agrees to do or provide (as applicable) the following under the above referenced Agreement:

1. Refer appropriate cases to JUDICIAL ALTERNATIVES OF GEORGIA for community supervision.
2. Electronic house arrest program and other programs and services if and when appropriate.

### 3. PRICING

The Court agrees to permit JUDICIAL ALTERNATIVES OF GEORGIA to collect for the Services hereunder in accordance with the following pricing set forth in table 3.1. The pricing in table (3.1) also states whether such pricing shall be payable by the Court or collected directly from the Client (as defined below).

- 3.1 The cost of Supervision Services being provided hereunder shall be as follows:

Amount Payable by Client:  
 \$ 36.00 monthly supervision fee.  
 (Additional fees for additional services Exhibit A)

- 3.2 The cost of Electronic Monitoring devices being provided shall be as follows: Amount Payable by Client:  
 \$10/day- House Arrest  
 \$10/day - Sobrieter  
 \$15/day- Combined usage of above

(All fees outlined in Exhibit A)

- 3.3 A person deemed indigent by the Court shall be supervised at no cost to the offender.
- 3.4 JUDICIAL ALTERNATIVES OF GEORGIA agrees during the term of this contract that it will maintain an office within the territorial confines of Spalding County to service all State Court probationers.

### 4. PAYMENT

Payments from Clients. Any amount which are to be paid directly by an end-user of any

particular service or equipment hereunder (a "Client"), if so specified in the applicable Services section 2.1 shall be collected by JUDICIAL ALTERNATIVES OF GEORGIA directly from said Client. Such amounts may include the cost of such services or equipment described in this Agreement, as well as such additional amounts which the court may instruct JUDICIAL ALTERNATIVES OF GEORGIA to collect (such as restitution, court fines and fees). As used in this Agreement, the term: Client: shall mean the person actually receiving the services, directly using equipment or using any other component of JUDICIAL ALTERNATIVES OF GEORGIA.

## 5. TAXES

JUDICIAL ALTERNATIVES OF GEORGIA shall be responsible for all license fees, taxes or assignments, however designated, whether levied or based on the **amounts paid hereunder, this Agreement or Services, exclusive of taxes based on the net income of JUDICIAL ALTERNATIVES OF GEORGIA.** Any personal property taxes assessable on any equipment which is part of the Services provided hereunder after delivery to the carrier shall be borne by JUDICIAL ALTERNATIVES OF GEORGIA.

## 6. PATENT AND PROPRIETARY RIGHT INDEMNITY

JUDICIAL ALTERNATIVES OF GEORGIA will or will have a third party at its own or such third party's expense, defend any action brought against the Court to the extent that is based on a claim that any party of the Services supplied by JUDICIAL ALTERNATIVES OF GEORGIA under this Agreement infringes a United States patent, copyright or other proprietary right and JUDICIAL ALTERNATIVES OF GEORGIA will pay those costs and damages agreed upon in settlement, compromise or finally awarded against the Court in any such action. The obligation to make such defense and payments are conditioned on the following: (1) that JUDICIAL ALTERNATIVES OF GEORGIA shall be notified promptly in writing by the Court of such claim, (2) that JUDICIAL ALTERNATIVES OF GEORGIA shall have sole control of the defense of any action on such claims and all negotiations for its settlement or compromise; and (3) should the Services become, or in JUDICIAL ALTERNATIVES OF GEORGIA's opinion be likely to become, the subject of a claim of infringement, the Court shall permit JUDICIAL ALTERNATIVES OF GEORGIA or a third party, at its or such third party's option and expense, either (i) to procure for the Court the right to continue using the Services or (ii) to replace or modify the same so that it becomes non-- infringing.

JUDICIAL ALTERNATIVES OF GEORGIA will not have any liability to the Court under the provisions of this Section for any infringement, or claim thereof, **based upon the use of said services in combination with other services not provided by JUDICIAL ALTERNATIVES OF GEORGIA to the Court, or the use of the modified condition if such modification was not authorized by JUDICIAL ALTERNATIVES OF GEORGIA Probation Services, Inc.**

The foregoing states the entire liability of JUDICIAL ALTERNATIVES OF GEORGIA with respect to infringement of any proprietary rights by the Services of any part thereof

## 7. INDEPENDENT CONTRACTOR STATUS

This contract creates the relationship of independent contractor between JUDICIAL ALTERNATIVES OF GEORGIA and the Court. JUDICIAL ALTERNATIVES OF GEORGIA agrees that it shall not be considered as the agent, employee or assign of the Court.

## 8. INDEMNIFICATION

### 8.1 General

JUDICIAL ALTERNATIVES OF GEORGIA will indemnify the Court from and against all liability resulting from the negligence or willful misconduct of JUDICIAL ALTERNATIVES OF GEORGIA, its **employees and agents in the provision of Services hereunder.**

### 8.2 Liability

The term "liability" includes but is not limited to legal fees and expenses, penalties and interest and judgments against the Court.

### 8.3 Remaining Effect

**This indemnification provision shall remain in effect even if:**

- a. Client has made full payment under this Agreement, or b. This Agreement is terminated

**9. TERM/TERMINATION**

9.1 Term

This Agreement shall commence on January 1, 2017 and terminate December 31, 2018. The contract shall be automatically renewed every year thereafter on this date unless the Court notifies JUDICIAL ALTERNATIVES OF GEORGIA Probation Services, Inc. in writing sixty (60) days prior to the renewal date that the contract shall not automatically be renewed.

9.2 Without Cause

Either party may terminate this Agreement at any time without cause upon six (6) months prior written notice to the other party.

9.3 With Cause

Either party may terminate this Agreement at any time for failure by the other party to perform or adhere to any material obligation undertaken pursuant to this Agreement after giving the other party sixty (60) days prior written notice within which to cure such default. If such default is not cured within the sixty (60) day period the party which gave the notice may terminate the Agreement at any time thereafter upon written notice to the other party.

9.4 Bankruptcy

Either party may terminate this Agreement immediately by written notice to the other party if the other party ceases to **trade or function or in the ordinary course of business becomes insolvent, or becomes subject to any assignment for the benefit of creditors, winding-up, dissolution, insolvency, bankruptcy, receivership or any similar proceeding.**

9.5 Termination

The termination of this Agreement will not relieve either party of any obligation or liability accrued under this Agreement or pursuant to any order issued prior to the termination, and will not relieve either party of the continuing obligation pursuant to the Sections regarding Proprietary Information and Trade Secrets (Section 6) and Indemnification (Section 7), which obligations will survive any termination of this Agreement.

**10. FORCE MAJEURE**

JUDICIAL ALTERNATIVES OF GEORGIA shall not be liable for any delay in performance or non-performance which is due to causes beyond JUDICIAL ALTERNATIVES OF GEORGIA's control, **including, but not limited to, war, fire, floods, sabotage, civil unrest, strikes, embargoes or other transportation delays,** acts of God, acts of third parties, acts of governmental authority or any agent or commission thereof, accident, breakdown of equipment, differences with employees or similar or dissimilar causes beyond JUDICIAL ALTERNATIVES OF GEORGIA's reasonable control.

**11. INSURANCE**

Prior to the execution of the contract, and at all times that the contract is in force, the JUDICIAL ALTERNATIVES OF GEORGIA shall obtain, maintain and furnish the Court with Certificates of Insurance from companies acceptable to the Court and licensed to do business in the State of Georgia covering the following:

- a. Statutory Worker's Compensation Insurance with employer's liability as follows:
  - a. Bodily injury by accident- \$100,000.00 each accident
  - b. Bodily injury by disease- \$500,000.00 policy limit

- b. Bodily injury by disease - \$100,000.00 each employee Comprehensive General Liability Insurance as follows:
  - a. \$100,000.00 limit of liability per occurrence for bodily injury and property damage
  - b. \$100,000.00 limit of liability for valuable papers and records
- c. Auto Liability as Follows:
  - a. \$100,000.00 limit of liability per occurrence for bodily injury and property damage
  - b. Comprehensive form covering all owned, non-owned and hired vehicles.
- d. Property Coverage to include as follows:
  - a. \$50,000.00 limit of liability for valuable papers and records
  - b. Electronic data processing with extra expense;
- e. Third-party fidelity - \$50,000.00 limit of liability;
- f. Spalding County a Political Subdivision of the State of Georgia (and any applicable authority) should be shown as an additional insured on general liability and auto liability;
  - a. The cancellation provision should provide at least sixty (60) days' notice of cancellation.
  - b. Certificate holder should read:  
 Spalding County Board of Commissioners  
 Post Office Box 1087  
 Griffin, Georgia 30224
- g. Bonding- Employee theft and dishonesty- \$50,000

11.1 Rating

The insurance company, excluding the worker's compensation carrier, must have an A.M. Best rating pr A: 6 or higher. Certain workers' compensation funds may be acceptable, but must be approved by Spalding County.

11.2 License

The insurance company must be licensed to do business with the Georgia Department of Insurance.

11.3 Certificate

**Certificates of Insurance, and any subsequent renewals, must reference specific contracts.**

12. NOTICES

Any notices or communications given or required in connection with this Agreement shall be in writing and shall be deemed to have been given when sent by US regular mail, postage prepaid, to the other party at the address stated herein **above and directed to the attention of the person signing this Agreement, his successor, other designee or officer of the party.** Notice sent by the other means, including facsimile, shall be deemed effective upon receipt. The current facsimile number for JUDICIAL ALTERNATIVES OF GEORGIA is (678) 688-2102. The current facsimile number for the Court is (770-467-4475). A change in the address or facsimile number of either party may be made in the same manner as for giving of any other notice.

13. GENERAL

13.1 No Assignments

Without the prior written consent from the Court, JUDICIAL ALTERNATIVES OF GEORGIA shall not assign or transfer this Agreement.

### 13.2 Entire Agreement

The entire agreement between the parties with respect to the subject matter hereof is contained in this Agreement. This Agreement supersedes all prior oral and written proposals and communications related to this Agreement between the parties. The Court acknowledges that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not contained in this Agreement. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing, and signed by the **party against whom the waiver, amendment or modification is claimed. Preprinted terms and conditions of any purchase order or other instrument issued by the Court in connection with this Agreement which are in addition to or inconsistent** with the terms and conditions of this Agreement will not be binding on JUDICIAL ALTERNATIVES OF GEORGIA and will not apply to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties if hereto, their permitted successors and assigns.

### 13.3 Serviceability

Any provision of this Agreement which is unenforceable under the laws of any jurisdiction which are applicable hereto shall be ineffective to the extent such laws apply without causing such provision to be ineffective under the laws of any other jurisdiction which may be or may become applicable and without invalidating the remaining provisions of the Agreement.

### 13.4 Captions

The captions set forth herein are for convenience only and shall not define or limit any of the terms hereof.

### 13.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to **its conflicts of law provisions.**

### 13.6 Mediation

Any and all disputes arising under or related to this Agreement which cannot be resolved through negotiations between the parties shall be submitted to non-binding mediation. In the event mediation is unsuccessful at resolving the dispute between the parties then and in such an event, the parties agree that the State Court of Spalding County, Georgia, will **have jurisdiction and venue to decide any issue which may arise between the parties hereto out of the execution of this Agreement.**

### 13.7 Limitation

No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the **cause of action has arisen.**

### 13.8 Access to Books and Records

Upon ten (10) business days written notice to JUDICIAL ALTERNATIVES OF GEORGIA, representatives of the Court and the Court shall have access, at all **reasonable times, to all JUDICIAL ALTERNATIVES OF GEORGIA's books, records, correspondence, instructions, receipts, vouchers and memoranda (excluding computer software)** pertaining to work under this Agreement for the purpose of conducting a complete independent fiscal audit for any fiscal year or calendar year within the last two (2) years.

### 13.9 Access to Program Records

Upon ten (10) business day's written notice to JUDICIAL ALTERNATIVES OF GEORGIA, JUDICIAL ALTERNATIVES OF GEORGIA shall make program records available for Clients subject to the Court or Court jurisdiction in connection with work performed with this Agreement.

### 13.10 Copies of Program Records

In the event that either JUDICIAL ALTERNATIVES OF GEORGIA or the Court should terminate this contract, then and in such event, upon ten (10) days written notice by

the Court to JUDICIAL ALTERNATIVES OF GEORGIA, JUDICIAL ALTERNATIVES OF GEORGIA shall, at its expense, provide the Court with a copy of all of its records concerning each **client serviced pursuant to this contract.**

EXHIBIT A - PROGRAM OFFERINGS  
JUDICIAL ALTERNATIVES OF GEORGIA,  
INCORPORATED / COMMUNITY CORRECTIONAL  
SERVICES

COURT SERVICES: -Staff will attend court, complete personal history statements and initiate the collections of court and program costs. Staff will administer a probation case classification instrument. The individual files will be established and records maintained for reports of program participation as requested by the Court.

COMMUNITY SUPERVISION- \$35.00 PER MONTH An ongoing offender monitoring program which accounts for the activities of offenders, serving their sentence on Probation. The offender supervision is offered through intensive and **regular programs, which vary in intensity and service.**

COMMUNITY SERVICE COORDINATION AND MONITORING- NO COST JAG shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the court. JAG shall maintain records of service participation.

COLLECTION OF BACK FINES -NO COST  
JUDICIAL ALTERNATIVES OF GEORGIA will take over collection of back court fines and costs with a contractual agreement that JUDICIAL ALTERNATIVES OF GEORGIA will retain 50% of all monies collected, if requested by the Court.

SUBSTANCE ABUSE COUNSELING/TREATMENT REFERRAL SERVICES- NO CHARGE  
If after a substance abuse assessment the need for alcohol/drug counseling or treatment is indicated, the probationer can be referred to certified drug / alcohol counselors.

COMPUTER MANAGEMENT SYSTEM -NO CHARGE  
A comprehensive offender management system is installed. The system maintains complete financial and offender information, payment, entry, delinquent letter, warrants and other pertinent information needed for tracking offenders. The current status of an offender can be accessed at any time during the day.

DRUG /ALCOHOL SCREENS- \$25.00 ORAL SCREENS- \$25.00  
The drug / alcohol screen program will be conducted by local JUDICIAL ALTERNATIVES OF GEORGIA officials as directed by the Court.

ELECTRONIC MONITORING- \$10.00 per day / REACT SERIES \$10.00 per day.  
COMBINATION of both \$15.00 per day / \$30.00 installation fee.

The monitoring system consists of the use of an electronic transmitter attached to the ankle or wrist with a comfortable strap. The transmitter is attached in the probation office. The offender takes a monitor / dialer to his / her home and plugs it into the home phone. After connection to the phone line at home, the monitor automatically calls up the central computer and reports the offender's arrival and departure. A curfew is programmed into the computer for each day of the **week to accommodate classroom time, work schedules, counseling periods or medical visits.** Notice of violation of the curfew is made to each probation officer for evaluation on an immediate basis. This notice is provided by phone / beeper or fax message. **The computer provides all status reports and caseload management reports for accurate, reliable and continuous monitoring of each offender's departures and returns. JUDICIAL ALTERNATIVES OF GEORGIA provides all monitors, transmitters, supplies, forms, straps, etc., and assists with an inventory of equipment to accommodate.**

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY THE COURT AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF JUDICIAL ALTERNATIVES OF GEORGIA AT ITS PRINCIPAL PLACE OF BUSINESS.

JUDICIAL ALTERNATIVES OF GEORGIA, Inc.

By: \_\_\_\_\_  
Printed Name: Tim Donovan  
Printed Title: Owner, Judicial  
Alternatives of Georgia, Inc.

By execution hereof, the signer hereby certifies that signer is duly authorized to execute this agreement on behalf of the Court.

THE COURT

By: \_\_\_\_\_

Printed Name: Josh W. Thacker  
Printed Title: Spalding County State Court Judge

COUNTY: SPALDING

APPROVED AS TO CONTENT AND FORM:  
CHAIRMAN, BOARD OF COMMISSIONERS  
SPALDING COUNTY, GEORGIA

By: \_\_\_\_\_

Printed Name: The Honorable Bart Miller  
Printed Title: Chairman, Spalding County Board of Commission

This 6<sup>th</sup> day of February, 2017

***Motion/Second by Ray/Johnson to approve a contract with the Judicial Alternatives of Georgia ("JAG") to provide correctional services to offenders processed through the Spalding County Alternative Court.***

Commissioner Flowers-Taylor asked if this company had any family ties with past State Court Judge Esary.

State Court Judge, Josh Thacker, responded that JAG was a multi-state company and to his knowledge there are no ties to Judge Esary, or his family to this company. He stated that he too had heard the rumor over the years, but he had investigated the matter and there is nothing to support those claims.

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

- 6. Consider amendment to the tower space rental contract with Verizon for the Williamson Road Tower location.

Commissioner Hawbaker asked for an explanation of what is behind the request for the amendment to the rental agreement.

Mr. Wilson advised that we currently have an agreement with Verizon to lease space on the tower located on Williamson Road, this is a request by Verizon to remove the current equipment and replace it with upgraded equipment to allow them to provide better service. He further advised that all of the testing has been completed to insure that the upgrade will not interfere with the county's 800 MHz

**FIRST AMENDMENT TO  
LEASE AGREEMENT**

This **FIRST AMENDMENT TO TOWER LEASE AGREEMENT** (this "Amendment") is made this 6<sup>th</sup> day of February, 2017, by and between **SPALDING COUNTY**, a political subdivision of the State of Georgia (hereinafter referred to as "Lessor"), and **VERIZON WIRELESS OF THE EAST LP**, a Delaware limited partnership, d/b/a Verizon Wireless (hereinafter referred to as "Lessee").

**WHEREAS**, Lessor and Lessee entered into a Lease Agreement dated July 7, 2014 (the "Lease"), whereby Lessor leased to Lessee certain Premises, as more particularly described in the

Lease, which Premises are a portion of the Property located on Williamson Road, Griffin, Georgia; and

**WHEREAS**, Lessor and Lessee desire to amend the Lease as set forth below.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Exhibit "4" attached to the Lease is hereby deleted in its entirety and replaced with **Exhibit "4-1"** attached hereto and incorporated herein by this reference.

2. In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified and shall remain in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.

3. All capitalized terms used but not defined herein shall have the same meanings as in the Lease.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed and sealed on the day and year first written above.

<p>_____</p> <p><b>Witness</b> William P. Wilson, Jr. County Manager</p>	<p><b>LESSOR:</b></p> <p><b>SPALDING COUNTY</b></p> <p>By: _____</p> <p>Print Name: <u>Bart Miller</u></p> <p>Title: <u>Chairman, Spalding County Board of</u> <u>of Commissioners</u></p> <p>Date: <u>February 6, 2016</u></p> <p>(SEAL)</p>
<p>_____</p> <p><b>Witness</b></p>	<p><b>LESSEE:</b></p> <p><b>VERIZON WIRELESS OF THE EAST LP</b> d/b/a Verizon Wireless</p> <p>BY: Cellco Partnership Its: General Partner</p> <p>BY: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>

***Motion/Second by Ray/Flowers-Taylor to approve amendment to the tower space rental contract with Verizon for the Williamson Road Tower location. Motion carried unanimously by all.***

7. Consider request from the Georgia Department of Transportation for Design and Engineering funding for the Jordan Hill Road Bridge over Troublesome Creek.

***Motion/Second by Ray/Hawbaker to approve the request from the Georgia Department of Transportation for Design and Engineering funding for the Jordan Hill Road Bridge over Troublesome Creek.***

Commissioner Flowers-Taylor asked County Manager, William Wilson to review the request for the Board.

Mr. Wilson stated that the replacement of this bridge has been discussed for the last few years. The original design and engineering work that had been performed has become outdated. At one point, the County asked to take the project over, then last year we asked the State to take it back. During this period of time, the design and engineering work that had been completed became outdated and will have to be redone in order for the project to proceed.

GDOT utilized federal funds for the initial design and engineering work that was completed and since the project was not completed within a certain period of time the plans are no longer valid. We had hoped that when we asked that GDOT take the project over, they would be able to get additional money from the federal government for redesign and engineering; however, that did not happen.

He then stated that in order for this project to proceed, Spalding County will have to pay \$200,000 for the design, engineering and all of the additional studies to be redone for this bridge so that we can move on with construction. The cost of the bridge will then be 100% paid for by the State and Federal Governments. The only thing required of the County will be this \$200,000 investment and we have to acquire the right-of-way.

Mr. Wilson stated that staff recommends approval because without it this project will be "dead in the water" and it is recommended that the \$200,000 come from the 2015 SPLOST.

***Motion/Second by Hawbaker/Ray to amend the motion to include that funding be earmarked from the 2015 SPLOST road and bridge funds.***

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

8. Consider request from the Spalding County Fire Department to apply for various grants during 2017 as indicated in the attachment. There are a number of grants available through the year and this will allow the Fire Department to apply for these grants.

***Motion/Second by Ray/Flowers-Taylor to approve a request from the Spalding County Fire Department to apply for various grants during 2017.***

Commissioner Flowers-Taylor asked for the grants that require a match, where would the matching funds come from?

Mr. Wilson stated that we budgeted \$50,000 this year for grant matching funds. If the match is below \$50,000 they will go ahead and apply for the grant, if it is above \$50,000 for the match then they will come back to the Board before they apply. This match is budgeted in the Fire District Fund.

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

9. Consider approval of FY 2018 Budget Calendar.

Mr. Wilson stated that he would like to review the FY2018 Budget Calendar before the motion. He then reviewed the dates on the Budget Calendar with the Board. He noted that on the proposed calendar the dates reflected are due approximately a month earlier than in previous years.

Consensus of the Board is to move the May 2, 3, 4 meetings to May 3, 4, 5, 2017.

***Motion/Second by Hawbaker/Ray to approve the FY2018 Budget Calendar as amended. Motion carried unanimously by all.***

10. Consider cancellation of the May 1, 2017 Board of Commissioner's Regular Meeting.

***Motion/Second by Ray/Johnson to approve cancellation of the May 1, 2017 Board of Commissioner's Regular Meeting.***

Commissioner Hawbaker inquired regarding the Zoning Public Hearing scheduled for April 27<sup>th</sup> as most of the members of the Board will be leaving that day going to the ACCG Annual Conference.

Mr. Wilson suggested that the Zoning Public Hearing be moved to the April 17<sup>th</sup>, the date of the Board of Commissioners Extraordinary Session.

Mr. Wilson asked that the agenda be amended to include moving the Zoning Public Hearing to April 17<sup>th</sup>.

***Commissioner Ray rescinded his motion and Commissioner Johnson rescinded her second.***

***Motion/Second by Flowers-Taylor/Johnson to amend the agenda to include a change in the date of the Zoning Public Hearing from April 27<sup>th</sup> to April 17<sup>th</sup> and add that to item #10. Motion carried unanimously by all***

***Motion/Second by Ray/Flowers-Taylor to approve cancellation of the May 1, 2017 Board of Commissioners Regular Meeting and to move the Zoning Public Hearing to April 17<sup>th</sup>. Motion carried unanimously by all.***

11. Consider request to declare approximately 5.064 acres of County property adjacent to the Public Works Department as surplus and authorize the County Manager and County Attorney to prepare the notifications and documentation to authorize the sale on the Courthouse steps.

Mr. Fortune advised that the Landrum Family Limited Partnership is requesting that we declare the 5.064 acres as surplus and place this property up for sale as they are interested in acquiring the property. The procedure that we will have to follow is to:

- Declare the property as surplus as it currently serves no useful public purpose.

- Pass a resolution declaring the property as surplus and that it be sold.
- Recommendation of the Tax Assessor's Office is that we start the bidding for the property at \$84,000. Which means if we do not receive a bid for \$84,000 we do not sell the property.  
Mr. Landrum has already provided a check in the amount of \$84,000 made payable to Spalding County as evidence that they intend to bid on this property. Additionally, he is having a plat prepared that will accurately describe the 5.064 acres, which will have to be in our legal ad and will have to be advertised once.
- The Legal Ad will need to run not less than 15 nor more than 60 days prior to the sale.
- The sale will take place on the first Tuesday of the month as designated in the ad between the hours of 10:00 a.m. and 4:00 p.m. on the Courthouse steps. Open bidding, highest and best bidder for cash.

Mr. Fortune then advised if this is the intent of the Board, the first thing that has to be done is adoption of the Resolution declaring the property as surplus so that it can be sold under provisions in OCGA §36-9-3.

RESOLUTION TO DISPOSE OF REAL PROPERTY

WHEREAS the County owns approximately 5.064 acres more particularly described in the Exhibit A documents attached as; and

WHEREAS the Landrum Family Limited Partnership desires to purchase said 5.064 acres; and

WHEREAS pursuant to the provisions of O.C.G.A. § 36-9-3, the County is authorized to dispose of certain real property if the Commissioners first resolve and that the real property is surplus and serves no useful public purpose.

THEREFORE, now be it resolved that the property described in Exhibit A attached hereto is hereby declared to be surplus property that is not needed by Spalding County to carry it out its governmental functions and serves no useful public purpose.

Further, the Commissioners resolve that said property shall be sold pursuant to the provisions of O.C.G.A. § 36-9-3 and further direct that said real property shall not be sold for less than \$84,000.00.

It is so resolved this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

BOARD OF COMMISSIONERS OF SPALDING COUNTY

By \_\_\_\_\_

Attest \_\_\_\_\_

***Motion/Second by Hawbaker/Ray to approve the resolution to declare approximately 5.064 acres of County property adjacent to the Public Works Department as surplus and authorize the County Manager and County Attorney to prepare the notifications and documentation to authorize the sale on the Courthouse steps.***

Mr. Wilson then advised that Mr. Landrum is aware that he may have to go up on his bid; however, he wanted to make sure that the Board was confident in his desire to acquire this property.

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

12. Consider recommendation from the Parks & Recreation Advisory Board for the creation of a Spring NFL Youth Flag Football program.

Mr. Wilson stated that Robbie Milner from the Spalding County Leisure Services Department is here to answer any questions the Board may have regarding this request. He advised that only one staff person will be required to oversee the program, the coaches have agreed to run the camp, it is \$30.00 per participant and it is anticipated 100 participants at a cost of approximately \$20,000.

Mr. Wilson then stated that staff recommendation, as he advised at the retreat in January, is any expansion of programs, facilities or services should be submitted in the Department's annual budget request and should not be considered at any other times to allow for proper evaluation and possible funding.

Commissioner Flowers-Taylor asked what the \$30.00 per participant would cover.

Mr. Milner advised that \$25.00 of the registration fee would go for the jerseys and a flag belt for each player participating in the league, we are partnering with USA Football which is sponsored by the NFL and the remaining \$5.00 would be for the insurance with the league that we are partnering with which is USA Football. Mr. Milner advised that this program will be more like a training camp and not an actual league.

Mr. Milner further stated that this program is more of a skill development type program where they will be teaching the youth more fundamentals of the game before the season starts in the fall. The plan is to use the volunteer coaches to facilitate the skill and drill aspects of the game. It will be a 2 hour day for 4-6 Saturdays. The goal is to develop skills and bring some fun to the game for those kids who may not have had an opportunity to be introduced to the game. For those who are currently involved in the program, the goal will be to better educate them on the function of the different positions both defensively and offensively.

Mr. Milner advised that the camp will be offered to ages 5-12, which is the age group that is served during the fall league. Currently flag football is offered to the 5-6 year olds; however, the older youth sometimes get so involved with the tackle aspect of the game that they never really learn the fundamentals of the game.

Mr. Milner stated that he currently has approximately 6 coaches who have volunteered for this program. He stated that there would be six stations set up, each station would provide a different learning aspect of the game and the children would be rotated between the stations for the first hour of each day, then they would be divided into age groups to play flag football for the remainder of the time.

Mr. Milner stated that the coaches would be responsible for

monitoring the games, there would be no officials, so the only cost to the County would for the fields to be lined at least one time at the beginning of the program. He then stated that registration for the program would start on March 13<sup>th</sup> with an anticipated start date of April 15<sup>th</sup>.

***Motion/Second by Flowers-Taylor/Hawbaker to approve the creation of a Spring NFL Youth Flag Football program as recommended by the Parks & Recreation Advisory Board. Motion carried unanimously by all.***

13. Consider recommendation from the Parks & Recreation Advisory Committee for improvements to the Park @ 6th.

Mr. Wilson stated that at their meeting on November 10<sup>th</sup>, 2016, the Parks & Recreation Advisory Board made a motion to have shade structures and other structures provided at the Park @ 6<sup>th</sup>. T.J. Imberger, Superintendent of Parks and Public Grounds, has provided a list of costs for this project. The proposal includes shade structures, trash cans, benches and a water fountain for a total of \$67,963.63 which is not budgeted in FY2017 operating budget.

Mr. Wilson then reiterated that the staff recommendation is the same as in item #12, any expansion of programs, facilities or services should be submitted in the Department's annual budget request and should not be considered at any other times to allow for proper evaluation and possible funding.

Commissioner Flowers-Taylor then asked Mr. Imberger what the source of the funding would be for this project.

Mr. Imberger advised that Commissioner Flowers-Taylor had indicated the possibility of being able to utilize Hotel/Motel Tax funds for the project as this could be a tourism destination.

Commissioner Flowers-Taylor then asked Mr. Imberger to advise why this request is being made.

Mr. Imberger stated that the request is a result of the Archways visit to Carrollton, his office was asked to take a look at what had been done there. The main reason this request is being made is so that the park can be utilized for activities during the daytime hours. The sun shades will accommodate usage on days when it is sunny and hot. The request also includes picnic tables, a water fountain and trash receptacles. These changes would make the park more amenable for usage by downtown businesses and individuals at lunchtime use.

Commissioner Johnson then asked if the funds were available in the Hotel/ Motel tax for this proposed expenditure.

Mr. Wilson advised that prior to GSBTA, all of the money in the Hotel/Motel Tax Fund was used for tourism. In FY2017 we budgeted GSBTA's portion, which is 5% to go to GSBTA and the remaining 3% we are allowed to put into the General Fund. He then stated that he believes what Commissioner Flowers-Taylor is wanted to use is the ±\$200,000 that is in the "prior to GSBTA fund" which is the same fund that we used to construct the park.

Commissioner Flowers-Taylor stated that the reason this request had

not been made as part of the budget process for FY2017 is because the Archway meeting in Carrollton had not taken place at that time and the possibility of pocket parks also developed after the budget process. She further stated that the improvements suggested should make the Park @ 6<sup>th</sup> more usable for the community. Currently you can't be out there when it is raining, and you can't use the Park when it is too hot.

***Motion/Second by Flowers-Taylor/Johnson to approve the recommendation of the Parks & Recreation Advisory Committee for improvements to the Park @ 6<sup>th</sup> as presented at the meeting and to utilize the pre GSBTA Hotel/Motel Tax Funds in the amount not to exceed \$68,000 for these improvements.***

Chairman Miller expressed his concern over the durability of the shade fabric that is proposed. He stated that he wanted to make sure that this wasn't something that was going to have to be replaced every two to three years.

Mr. Imberger advised that he would get the warranty information on the material used and forward it to Mr. Wilson.

***Motion carried 4-1 (Ray).***

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

- Clarification on Robert Parker's seat on the Griffin-Spalding Development Authority. We had incorrectly listed Mr. Parker's appointment expiration date as December 31, 2016 and therefore, we advised the Board that we needed two appointments. That was incorrect and we have made the changes and he apologized for the error.
- He congratulated the City of Griffin on being named a Live, Work and Play Community and they are in this month's Georgia Trend magazine.
- He commended the Fire Department on their 2016 Annual Report, there is a copy in each Commissioners' box and it is being converted to pdf and it will be placed on the website.
- He then stated that the estimated SPLOST collections were to be \$700,000 per month. Over the first five months we averaged approximately \$703,000 per month. He advised that he was extremely happy to announce that the collections for December were over \$871,000, he reminded everyone that this is an anomaly because it is December and that is the highest it has been in several years of SPLOST collections.

He stated that even though it is a great sign for the economy, the County cannot count on this amount coming in every month for the remaining period of time. The SPLOST will continue for the full 72 months because of the intergovernmental agreement so if the collections continue, we will have additional funds available to use on SPLOST projects. He advised that he would keep the Board up-to-date on the SPLOST monthly collections.

## **XII. REPORT OF COMMISSIONERS**

### **Commissioner Donald Hawbaker**

- He wanted congratulate Daa'ood Amin for being designated as General Griffin by the Griffin Chamber of Commerce for calendar year 2017. He added that he felt that Mr. Amin deserved the designation because of his

commitment to Spalding County and his promotion of the County.

- He was discouraged by the need for Mr. Sutherland to appear before the Board again. He advised that Mr. Sutherland lives in the district that he represents and he had no idea that his concerns were not being addressed. He requested a report from Code Enforcement on what action has been taken during the span of time that Mr. Sutherland addressed. He wants to make sure that we are doing everything that the law allows to be done in addressing these issues.
- He stated that the Board accomplished a lot at the Commissioner Retreat on January 20<sup>th</sup>.
- He added that he enjoyed the amount of time that he was able to spend with his fellow commissioners along with colleagues from the City of Griffin, the School System and the Development Authority at the Archway Retreat.
- He stated that one of the items he brought up at the Commissioner Retreat was that he would like to see changes currently allowing businesses that are “grandfathered” under older regulations, and no longer conducting business at the location, not be allowed to renew a business license. He advised that there was one of these located in the district that he represents, he has been told that the person/entity has three different business licenses that they continue to update in order to stay grandfathered under the older regulations and is not having to meet current regulations. He would like for the Board to take a look at these grandfathering provisions.

**Commissioner Gwen Flowers-Taylor**

- She stated that she feels that there was some really good work done at the Archway Retreat, but one of the things discussed that they really didn't address was crime. She thought it was unusual that the Chief of Police nor the Sheriff were at the Retreat. Some of the items that were talked about hinged on the cooperation of law enforcement. She stated that they should be included as part of the intergovernmental group during future discussions.
- She doesn't feel that the process of appointments is efficient. She feels that nominations for a Board or Committee shouldn't be seat specific unless it is a post position, the nominations should be considered as to the date they were received and if there are a certain number of seats to be filled then you simply take the nominations as received and they are voted on in that order. She feels this would simplify the whole process and she would like for that to be “looked at”.
- She asked Mr. Wilson about the 800 MHz radios that the County uses. She stated that she understands that it costs approximately \$850 to repair one and thousands of dollars to replace one. What are we doing about that? Where is that funding coming from? Isn't it time for a new kind of radio?

Mr. Wilson stated that there are standard minimum and maximum charges and several departments are currently looking at replacing some of the radios because some of them were purchased in 2005-2006. He stated there is new technology available and radios are smaller. He further stated that we are looking at all brands of radios not just Harris.

Commissioner Flowers-Taylor asked if the replacement would be a General Fund budgeted line item or would funding for replacement radios come from another source.

Mr. Wilson advised that it is a by budget line item depending on whether it is the Fire District Fund, E911 Fund or General Fund depending on what department is involved and replacement of the radios would be included in their operational budget.

She asked Mr. Wilson to check with the Sheriff's Department because she was told that there were areas in that Department that the radios would not pick up the signal.

- She stated that she feels that the goals that have been set for Archway Program have been very successful and she is proud that the Board has been able to work with other governmental entities without fighting and we recognize that through collaboration we can get a lot more accomplished.

**Commissioner Raymond Ray**

- He wanted congratulate the Fire Department, they had the recruitment class and graduated on Friday night and they did an excellent job.
- He felt that the Archways Retreat was a good collaboration.
- He thanked the Sheriff for the Press Releases that have been issued by his Department. It affords the opportunity for the Board to know what is going on before we see it in the paper.

**Commissioner Rita Johnson**

- She felt that the Commissioners Retreat was a good meeting and she felt we were able to accomplish a lot at that meeting. She also stated it was good to see the Sheriff at the Retreat and for him to give his insight on some of the things that he would like to see happen within his department.
- She enjoyed the discussion on Tax Abatement, she feels the Board will need to pay close attention as this will impact the community.
- She also felt that the Archway Retreat was successful and it was good to have everyone there. She feels that the initiatives are moving ahead and is looking forward to see where we are in six months.

**Chairman Bart Miller**

- Chairman Miller commented on Code Enforcement. He stated he feels they are doing a good job; however, he continues to receive complaints regarding trash on private property, no one is currently living there and the property is being used as a dumping ground on Vineyard and Patterson Roads.
- He wanted to thank the Warden for arranging the garbage to be picked up along Williamson Road. He stated that he didn't know what could be done to address people throwing garbage out on the side of the roads or dumping in vacant lots or at homes that were not being lived in, but he feels that something needs to be done.

Mr. Wilson advised that he had failed to report on a completed SPLOST project and he wanted to let the Board know that the 800 MHz tower relocation from SR 155 to N. Walkers Mill Road is now complete and we are now saving \$7,000+ per month and not having to pay rent on the tower. He wanted to thank the voters for approving the SPLOST and he wanted to thank Eric Mosley and Mike Windham for the great job they did in overseeing this project.

**XIII. CLOSED SESSION**

County Manager requests an Executive Session for discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary actions or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6).

***Motion/Second by Ray/Johnson to enter into Executive Session for discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary actions or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6) at 8:00 p.m. Motion carried unanimously by all.***

***Motion/Second by Ray/Johnson to close Executive Session at 9:04 p.m. Vote: Motion carried unanimously by all.***

***Motion/Second by Flowers-Taylor/Ray to hold a workshop regarding Compensation on February 20, 2017 at 10:00 a.m. Motion carried unanimously by all.***

**XIV. ADJOURNMENT**

***Motion/Second by Flowers-Taylor/Johnson to adjourn the meeting at 9:06 p.m. Motion carried unanimously by all.***

/s/ \_\_\_\_\_  
Bart Miller, Chairman

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