

MINUTES

The Spalding County Board of Commissioners held their Regular Meeting in Room 108 in the Courthouse Annex, Monday, June 5, 2017, beginning at 6:00 p.m. with Chairman Bart Miller presiding. Commissioners Raymond Ray, Gwen Flowers-Taylor and Donald Hawbaker were present. Commissioner Rita Johnson joined the meeting at 6:29 p.m. Also present were County Manager, William P. Wilson Jr., County Attorney, Jim Fortune and Executive Secretary, Kathy Gibson to record 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.

Commissioner Raymond Ray asked that the Agenda be amended under New Business to include two resolutions authorizing staff to file grant applications with the Atlanta Regional Commission, one for the relocation of SR155 and one for a study on intermodal connectivity that is required as part of the application process for the Transportation Improvement Program.

Motion/Second by Ray/Hawbaker to amend the Agenda to include two Resolutions under New Business authorizing staff to file grant applications with the Atlanta Regional Commission, one for the relocation of SR155 and one for a study on intermodal connectivity that is required as part of the application process for the Transportation Improvement Program. Motion carried 4-0 (Commissioner Johnson was absent for the vote).

IV. **PRESENTATIONS/PROCLAMATIONS**

County Manager, William Wilson, introduced the new Human Resources Director, Wendy Law, to the Board and stated that she was here to report on the results of the Biggest Loser competition. He advised that Miles Neville HR Director for the City of Griffin was also present who will report on the City's competition as well. Mr. Wilson stated that the County was in competition with the City of Griffin to see which government entity could lose the most weight in an eight week period.

Wendy Law stated that there were 55 county employees who participated in the Biggest Loser Contest which ran for eight weeks from March 27th through May 19th and during that time Spalding County employees lost a total of 604 pounds. Wendy stated that Miles Neville from the City of Griffin invited the County to participate in the contest and he is here to advise how the contest came into being and the guidelines that were followed by both of the participating groups.

Miles Neville, Human Resource Director for the City of Griffin, advised that this was an initiative that was created by the Health and Wellness Team at the City of Griffin in an effort to stem the tide of health care cost increases. That team came up with the idea of a biggest loser contest and once we put the details together we decided we would invite the County to participate and have a friendly contest.

The contest involved a percentage of body weight lost over the eight week period. He advised that the City barely beat the County in the competition, it was a very close competition, but that wasn't the real point of the exercise. The point of the exercise was to lose weight and to be healthier. The City had 45 who participated in the contest who lost approximately 538 pounds.

The plans mirrored each other and it was a great motivator for all of the individuals who participated and it was a lot of fun. City employees were motivated to be going against the County and I'm sure that it was the same for the County employees to be competing against the City. He advised that it is their hope to do this again next year. There is a trophy and if the County wins next year, you will get the trophy and bragging rights for the year.

Wendy Law stated that we used the ACCG Wellness Grant money to fund the program and she wanted to add that all 55 employees who participated are winners. She then stated that they would be recognizing the three individual winners and the team who won the largest percent of weight loss. First prize went to Lance Griffin (\$1,500), Second prize went to Robert Sowell (\$1,000) and Third Prize went to Jeff Jones. The team that lost the most weight was headed by Tonja Cobb and that team lost 9.46% and received a \$2,000 prize and each team member received \$400.00.

1. Representatives from Headley Construction and Paragon Consulting are present to update the Board of Commissioners on the progress of the Pickleball Complex.

Jeremy Buffington from Paragon Consulting stated that for the past three to four weeks Headley Construction has focused mainly on three items: blocking up and working on the concessions building and at this time all of the block work is complete on the building and the columns. Concrete flat work is complete around the rear six courts and around the eight court configuration. Much of the fencing work on the courts is complete the only remaining fence is the divider fencing which will have to be installed once the coatings have been applied to the courts and is cured.

Mitch Headley, Headley Construction, stated that the weather is not cooperating, but they have made progress. The block is finished and the next step is to set the trusses which are on the job site. The carpenters bolted the plate on top of the block today and they hope to get the trusses started on the building tomorrow. The only problem may be in getting the boom truck back to the building to lift the trusses. He advised that they are probably 35% complete on the sidewalks. He advised that they would be pushing it to the wire to complete the project in time for the tournaments. The asphalt is being prepped for the coatings, but the coatings cannot be put down until we do not have a significant chance of rain because it will ruin the coating. He is hopeful that the first coating will be applied on Wednesday.

Commissioner Hawbaker asked if the surfacing could be applied to the four courts that are covered regardless of the wet weather.

Mr. Headley advised that if there is a blowing rain that it would ruin the coating, so he wouldn't recommend trying to coat any of the courts until there is a pretty day without rain. He stated that Signature Tennis has assured him that they are going to everything they possibly can to get these courts done.

Commissioner Rita Johnson joined the meeting at 6:29 p.m.

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.

Johnny Chambers, 35 Edgewater Drive, Griffin, GA advised that the maintenance of Cecil Jackson Road has been getting longer between the times the road is being maintained. He passed out petitions signed by the owners of property on these roads.

Rudy Mendez, 60 Edgewater Drive, Griffin, GA stated that Cecil Jackson Road is a sandy based road which causes it to have a soft surface that deteriorates quickly with rainy weather. He asked if something couldn't be done to improve the surface of the roadway so that it would not deteriorate so quickly.

Tom Tatum, 4 Edgewater Court, Griffin, GA stated that he recently purchased the lake in that area and has spent a lot of time and money on maintaining the lake. He stated that as the road deteriorates, the material from the road goes into the ditches and a hard rain will drain mud and silt into the lake.

Commissioner Flowers-Taylor expressed concern regarding the possibility of silt from the roadway damaging the lake. She asked that the County look to see if there is an environmental issue with mud from the road going into the lake.

VII. MINUTES -

1. Consider approval of minutes for the Spalding County Board of Commissioners Special Called Meeting on May 15, 2017, the Spalding County Board of Commissioners Extraordinary Session on May 15, 2017 and the Spalding County Zoning Public Hearing Meeting on May 25, 2017.

Motion/Second by Ray/Flowers-Taylor to approve the minutes for the Spalding County Board of Commissioners Special Called Meeting on May 15, 2017, the Spalding County Board of Commissioners Extraordinary Session on May 15, 2017 and the Spalding County Zoning Public Hearing Meeting on May 25, 2017. Motion carried unanimously by all.

VIII. CONSENT AGENDA

1. Consider approval on second reading an amendment to the Spalding County Code of Ordinances, Part VII - Animals Sections 12-1001 - 12-1020 to bring ordinance into compliance with state law with regard to dangerous dogs.

SPALDING COUNTY, GEORGIA

LICENSING AND REGULATION ORDINANCE

ORDINANCE NO. 2017-02

TO AMEND PART XII – CHAPTER 1, ANIMAL CONTROL OF THE SPALDING COUNTY CODE OF ORDINANCES BY STRIKING SAID CHAPTER IN ITS ENTIRETY AND INSERTING IN LIEU THEREOF THE FOLLOWING TO BE DENOMINATED PART XII-CHAPTER 1:

CHAPTER 1. - ANIMAL CONTROL

Sec. 12-1001. - Purpose.

In order to protect the health and safety of persons and animals in Spalding County, to improve and make more safe motor vehicle and pedestrian traffic, to control the incidence and spread of rabies, to prohibit abandonment and other forms of cruelty to animals, to promote the general welfare of the citizens of this county by providing specific regulations concerning the care and treatment of animals and providing for violations of those regulations, and to invest the authority to enforce those regulations, the board of commissioners of Spalding County, Georgia, hereby adopt this chapter, to be known and cited as the "Spalding County Animal Control Ordinance".

Sec. 12-1002. - Definitions.

- (a) *Animal establishment*: Any business wherein any person engages in the business of boarding, breeding, letting for hire, training for a fee, trading, exchanging, giving away or selling animals.
- (b) *Abandoned animal or stray*: Any domesticated animal shall be considered abandoned, for the purposes of this chapter, which has been placed upon public property or within a public building unattended and uncared for, or upon or within the private property of another without the express permission of the owner, custodian or tenant of the private property and

is unattended or uncared for. Any domesticated animal shall also be considered abandoned, for the purposes of this chapter, which has been upon or within the property of the owner or custodian of this animal for a period of time in excess of thirty-six (36) continuous hours unattended and without proper food and water and shelter.

Any domesticated animal shall also be considered as abandoned if the animal's owner has been incapacitated, incarcerated by lawful authorities or for any reason is unable or unwilling to care for the animal. The determination of the owner's status shall be in the sole discretion of the animal control director.

- (c) *Abused animal*: Any animal which (1) is mistreated, beaten, tormented; or (2) is deprived of water, food, or shelter; or (3) is kept under unsanitary conditions; or (4) is abandoned. This subsection is not intended to require shelter for livestock as that term is defined in this Code section.
- (d) *Adequate food and water*: means food and water which is sufficient in an amount and appropriate for the particular type of animal to prevent starvation, dehydration, or a significant risk to the animal's health from a lack of food or water.
- (e) *Animal*: Animal shall be defined as follows:
 - (1) *Domesticated animals*: Animals that are accustomed to living in or about the habitation of humans, including but not limited to cows, dogs, cats, fowl, horses, swine, goats, rabbits, domesticated wild animals, and/or exotic animals. This definition only applies to those animals mentioned herein and is only applicable to this chapter, and in no way affects the meaning or application of a definition of the described animal, as may be found in any other ordinances or laws.
 - (2) *Wild and exotic animals*: Include any monkey, nonhuman primate, raccoon, skunk, wolf, squirrel, fox, leopard, panther, tiger, lion, lynx, ferret, bear, wild rabbit, tarantula, wild rodent, and reptiles, including but not limited to crocodiles, alligators, snakes, caiman, and gavials, and any other animal so designated by the animal control director.
- (f) *Animal at large*: An animal not under restraint.
- (g) *Animal control board*: The county manager, or his designee, shall serve as the animal control board for the purposes herein provided.
- (h) *Animal control department*: The Spalding County Animal Control Department.
- (i) *Animal control officer*: Any person so designated by the animal control director to perform the duties prescribed by this chapter.
- (j) *Animal shelter*: The facility designed and operated for the purpose of impoundment and care of animals held under authority of this chapter, the Spalding County Health Department, or Georgia law.
- (k) *Animal under restraint*: Any animal which is restrained in compliance with section 12-1005 herein.
- (l) *Authority* means Spalding County Animal Control, as determined by the Board of Commissioners of this city.
- (m) *Care (adequate/humane)* means attention to the needs of an animal, including but not limited to, the provision of adequate water, food, shelter, bedding, sanitary conditions, ventilation, heating/cooling (temperature control), space, exercise and veterinary medical attention necessary to maintain the health of the animal with regard to the specific age, size, species, and breed of animal.
- (n) *Classified dog*: any dog that has been classified as either a dangerous dog or a vicious dog pursuant to this article.
 - (1) No dog shall be classified as a dangerous dog or vicious dog for actions that occur while the dog is being used by a law enforcement or military officer to carry out the law enforcement or military officer's official duties. No dog shall be classified as a dangerous dog or a vicious dog if the person injured by such dog was a person who, at the time, was committing a trespass, was abusing the dog, or was committing or attempting to commit an offense under Chapter 5 of Title 16.

- (o) *Cruelty*: Any and every act, omission or neglect whereby unjustifiable pain, suffering, maiming, or death may be caused or permitted to any animal as defined in this section.
- (p) *Dangerous dog*: Any dog that: (a) causes a substantial puncture of a person's skin by teeth without causing serious injury (provided however that a nip, scratch, or abrasion shall not be sufficient to classify a dog as dangerous under this subparagraph); aggressively attacks in a manner that causes a person reasonably to believe that the dog posed an imminent threat of serious injury to such person or another person although no such injury occurs (provided however that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this subparagraph); or while off of the owner's property kills a pet animal (provided that this subparagraph not apply where the death of such an animal is caused by a dog that is working or training as a hunting dog, working dog, or predator control dog). "Pet animal" referred to in this instance does not include livestock or poultry.
- (q) *Director*: The animal control director, appointed by Spalding County.
- (r) *Food (adequate)* means sufficient quantity of non-contaminated and nutritionally adequate food, fed according to age, size, species and breed requirements, or as directed by a veterinarian, which is sufficient to prevent starvation, malnutrition or risk to the animal's health. Garbage or spoiled/rancid food is not considered adequate food.
- (s) *Fowl*: Any warm-blooded, feathered, flying or nonflying animal.
- (t) *Guard dog*: Any dog which has been trained to attack persons independently or upon oral commands and any dog which, while not so trained, is reasonably expected to perform as a guardian of its owner and/or the property upon and within which the dog is located.
- (u) *Highway*: The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.
- (v) *Humane manner*: Care of an animal to include but not limited to ventilation, sanitary shelter, wholesome fresh food, and access to fresh, clean, wholesome water at all times, consistent with the normal requirements and feeding habits of the animal's size, species, and breed.
- (w) *Kennel*: Any premises wherein any person engages in the business of boarding, breeding, letting for hire, training for a fee, or selling animals.
- (x) *Livestock*: Includes horses, cows, goats, pigs and any other animal which has hooves.
- (y) *Mail*: means to send by certified mail or statutory overnight delivery to the recipient's last known address.
- (z) *Owner*: Any natural person or any legal entity, including but not limited to a corporation, partnership, firm, or trust, who intentionally harbors or exercises custody, control, possession, or ownership of an animal. This includes, but is not limited to, providing food and/or shelter for a stray animal for a period of more than five (5) days. In the case of a minor, the term "owner" includes the parents or person in loco parentis with custody of the minor.
- (aa) *Peace officer*: A law enforcement officer.
- (bb) *Person*: Any person, corporation, partnership, firm, trust, club, or association.
- (cc) *Pet shop*: Any person engaged in the business of buying and selling two (2) or more species of live animals excluding livestock.
- (dd) *Proper enclosure*:
 - a. An enclosure for keeping any animal, including dangerous animals or vicious animals, as required by this chapter, while on the owner's property in a securely enclosed locked pen, fence, or structure suitable to prevent the animal from escaping. Any such enclosure shall also provide protection from the elements for the animal, in a manner appropriate for the species of the animal.
 - b. All non-livestock animals shall be provided with sanitary shelter from the elements.
 - c. Said shelter shall be designed, constructed, and maintained to protect the animal from rain, snow, ice, excessive temperatures, and direct sunlight.

- d. Said shelter must allow the animal sufficient space to stand, turn around, lie down, and make all other normal body movements in a normal and comfortable position appropriate to the age, size, species, and health of the animal.
 - e. For dogs up to thirty (30) pounds, pen size should be a minimum of thirty-six (36) square feet for the first dog and an additional eighteen (18) square feet for each additional dog of the same size or smaller sharing the same.

For dogs up from thirty-one (31) to sixty (60) pounds, pen size should be a minimum of sixty-four (64) square feet for the first dog and an additional thirty-two (32) square feet for each additional dog of the same size or smaller sharing the same.

For dogs from sixty-one (61) pounds and up, pen size should be a minimum of one hundred (100) square feet for the first dog and an additional fifty (50) square feet for each additional dog of the same size or smaller sharing the same.
 - f. Pens shall be located fifty (50) feet from any dwelling other than the owner's or custodian's dwelling.
 - g. The owner must remove and dispose of animal excrement and food waste and debris so as to minimize vermin infestation, contamination, odors, and disease hazards.
 - h. All animals shall be provided with adequate care that must include constant access to fresh food, water, shelter, and veterinary care when necessary.
- (ee) *Provoked attack*: any attack resulting when a domestic animal is placed in a situation such that an expected reaction would be to bite or attack.
- (ff) *Public nuisance*: Any animal which:
- (1) Is found at large in violation of this chapter as set out herein;
 - (2) Is found to be dangerous, as herein defined, and is not restrained or confined, as provided in this chapter;
 - (3) Is found to be vicious, as herein defined, and is not restrained or confined, as provided in this chapter.
 - (4) Produces, because of quantity, manner, or method in which the animals are domesticated or maintained, unsanitary conditions in the county;
 - (5) Is inimical to the public health, welfare, or safety according to the rules and regulations promulgated by the Spalding County Board of Health, which rules and regulations are incorporated herein and made a part hereof as if fully set out in this chapter; is hereby declared to be a public nuisance; and any person who knowingly keeps, owns, harbors, or acts as custodian of any animal constituting this nuisance shall be guilty of an unlawful act and shall be punishable as hereinafter provided.
- (gg) *Serious injury*: Any physical injury that creates a substantial risk of death; results in death, broken or dislocated bones, lacerations requiring multiple sutures, or disfiguring avulsions; requires plastic surgery or admission to a hospital; or results in protracted impairment of health, including transmission of an infection or contagious disease, or impairment of the function of any bodily organ.
- (hh) *Street*: The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel. Includes roads.
- (ii) *Tethering*: attaching any animal to a chain, rope, lead, tie out, or wire restraining the animal, which is attached to an animal or an animal's collar or harness and is also attached to a stationary object.
- (jj) *Veterinary clinic or hospital*: A clinic or hospital operated by a licensed veterinarian.
- (kk) *Vicious dog*: A dog that inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack.

Sec. 12-1003. - Animal control department.

- (a) The animal control department shall be under the direction of the animal control director. Such director shall be appointed by the county manager and shall have the authority, with

approval of the county manager, to select and hire deputies, or animal control officers. The animal control director and his deputies shall be charged with the responsibility of enforcing the animal control ordinances of the county and the operation of the animal shelter.

- (b) (1) The primary responsibility for the enforcement of this chapter shall be vested in the animal control director, who may call upon the Spalding County sheriff's department from time to time to assist him in the enforcement of this chapter. The director may also be designated by the Spalding County board of health as the official rabies control officer for the county. The animal control director, or designee, shall serve as the dog control officer of the county as provided by Georgia law in O.C.G.A. § 4-8-22. The director may, in the exercise of this authority, delegate enforcement responsibilities of his chapter to such deputies as he may select, as provided herein. The director and his deputies and the Sheriff of Spalding County and his deputies shall be authorized to issue citations for violations of this chapter.
- (2) Upon information made known to or complaint lodged with the director or his deputies that any owner, possessor, or custodian of any dog or other animal is in violation of this chapter, the director or his deputies shall investigate such information or complaint.
- (c) It shall be a violation of this chapter for any person to interfere with any animal control officer or any law enforcement officer engaged in the enforcement of this chapter, to take or attempt to take any animal from any vehicle used to transport said animal, or to take or attempt to take any animal from the animal control impoundment area or areas.
- (d) (1) In the performance of his duties pursuant to the provisions of this chapter, any animal control officer or any law enforcement officer assisting in the enforcement of this chapter may use such force as is necessary to defend himself from attack by any animal. Provided, however, that all efforts shall be made to take up an animal without undue harm, injury, or danger to the animal and the officer, and to other persons and property.
- (2) In the performance of his duties pursuant to the provisions of this chapter, any animal control officer or any law enforcement officer assisting in the enforcement of this chapter shall be authorized to enter upon private property:
 - a. With the permission of the owner, possessor, or custodian or tenant of said property for the purposes of investigating complaints of violations; or
 - b. Without the permission of the owner, possessor, or custodian or tenant of said property for the purpose of taking up an animal for impoundment, and for the purpose of enforcing this chapter where a violation is known to exist.
- (e) It shall be the duty of the director to keep and maintain, or to cause to be kept and maintained, accurate records of citizen complaints and the licensing, impoundment, and disposition of all animals coming into his or her custody for a period as required by records management regulations of the county or the state.

Sec. 12-1004. - Vaccination.

- (a) No person shall own, keep, maintain, or harbor, or permit to be kept or harbored, any dog or cat within the unincorporated areas of Spalding County unless such dog or cat is vaccinated as herein provided.
- (b) (1) All dogs and cats over three (3) months of age within the unincorporated areas of Spalding County shall be vaccinated against rabies. Said vaccination shall be administered by a veterinarian licensed to practice veterinary medicine in the State of Georgia. Said vaccination shall be required prior to April 1. Dogs or cats less than three (3) months of age shall be confined to their owner's premises and shall not be allowed to run at large.
- (2) Dogs or cats entering Spalding County from outside the county only for the purpose of performing or for temporary stay not exceeding fourteen (14) days and kept under direct control of their owners or handlers shall be exempt from the license and vaccination requirements of this article.
- (3) Except as provided hereinabove, it shall be the duty of all persons owning or having possession or custody of a dog or cat brought into Spalding County from without the county to have the dog or cat vaccinated and to obtain the rabies tag and the rabies certificate required by this chapter within a period of fourteen (14) days from the date of such entry.

- (c) It shall be the duty of each dog or cat owner, possessor, or custodian to provide a collar of leather or nylon for the dog or cat to which the rabies license tag shall be attached. The collar, together with the tag, shall be worn by the dog or cat at all times. Every dog found roaming or running free shall be impounded. If an animal is impounded and it is found not to be vaccinated, the owner may be cited for violation of this section. Failure to comply with this section shall be unlawful and shall be punished as hereinafter provided.

Sec. 12-1005. – Keeping of dogs and cats; restraint; nuisances; and sanitation.

- (a) It shall be unlawful for any owner or possessor of any dog or cat to fail to keep the animal under restraint or control as provided for in this section.
- (b) An animal is considered not under restraint or control when it is running at large, whether wearing a collar and tag or not. Reasonable care and precautions shall be taken to prevent the animal from leaving the real property limits of its owner, possessor, or custodian. Acceptable methods of restraint for dogs, other than those classified as dangerous or vicious dogs, include:
 - (1) It is securely and humanely enclosed within a house, building, fence, pen or other enclosure out of which it cannot climb, dig, jump, or otherwise escape on its own volition, at any time the animal is left unattended;
 - (2) It is securely and humanely restrained by an invisible containment system. If using an invisible containment system, a sign must be posted on the property indicating that the system is in place;
 - (3) It is on a leash and under the control of a competent person; or
 - (4) It is securely and humanely attached to a cable line or trolley/runner system:
 - a. A cable line or trolley system must be attached to a stationary object that cannot be moved by the animal. The cable or trolley system must be at least ten (10) feet in length, and shall not allow the animal to come within five (5) feet of the edge of the property line of the property upon which such animal is tethered;
 - b. Tethers attaching to the animal to the cable line or trolley system must be made of a substance which cannot be chewed by the animal and shall not weigh more than five (5) percent of the body weight of the animal;
 - c. The tether attaching to the animal to the cable line or trolley system must have a swivel installed at each end;
 - d. The tether must be at least ten (10) feet in length and mounted to the cable line or trolley system no more than seven (7) feet above the ground level;
 - e. The length of the tether from the running cable line or trolley system to the animal's collar should allow access to the maximum available exercise area and allow the animal free access to adequate food, water, and shelter at all times;
 - f. The animal must be attached to the tether by a properly fitted harness or collar with enough room between the collar and the animal's throat through which two (2) fingers may fit. Choke collars and pinch collars are prohibited for the purpose of tethering an animal to a cable line or trolley system;
 - g. The trolley/runner system must be a sufficient distance from any other objects or animals to prohibit the tangling of the cable, to prohibit the cable from extending over an object or an edge that could result in injury or strangulation of the animal and be of sufficient distance from any fence so as to prohibit the animal from having access to the fence.
- (c) Except for temporary tethering during special events/occurrences, it shall be unlawful to tether an animal outdoors using a rope, wire, or chain attached to a stationary object.
- (d) It shall be the duty of any person having possession, custody or control of any animal, restrained or unrestrained, to immediately remove excrement deposited by the animal on any public right-of-way (street, sidewalk, or parkway between the street and sidewalk), on any public property, such as a municipal park, and from private property not belonging to the dog's owner or keeper. Such person shall have in their possession, while controlling their dog, a device or equipment for pick up and removal of the animal excrement and its proper

disposal in a sanitary manner. Failure to pick up and remove animal excrement deposited off the owner or keeper's private property shall constitute a violation of this section which, upon conviction, shall be punished by a fine not to exceed \$100.00 for each violation.

- (e) Any outside enclosure used for the keeping of domesticated animals shall be well-drained, free from accumulation of animal excrement and objectionable odors, and otherwise maintained in a clean and sanitary condition at all times. All dogs which are housed and enclosed within the enclosure shall be provided a source of potable water and adequate food at all times. The enclosure shall be constructed in such a manner as to afford suitable shelter for the dog from the elements during inclement weather; enclosures shall be designed and constructed to afford the domesticated animal(s) ample room to exercise, depending upon the breed and size.
 - (1) Every enclosure for the keeping of less than five dogs, 90 days old or more, shall be located no closer than 20 feet from a property boundary or 50 feet from any dwelling unit on adjoining property, whichever is greater, unless the adjoining property owner gives written consent to a variance from this standard.
 - (2) Any enclosure for the noncommercial keeping of five or more dogs, 90 days old or more, on a property zoned or occupied for residential purposes shall be located not less than 100 feet from the nearest property boundary; there shall be no variance granted from this standard.
 - (3) Noncommercial enclosures for the keeping of five or more dogs may only be permitted in residential zones by special use permit, in accordance with the zoning ordinance.
 - (4) Puppies and dogs less than 90 days old shall be confined to the owner's premises and not allowed to run at large, except when accompanied by the owner or person of responsible age.
- (f) It shall be the duty of the owner, keeper, or harbinger of any dog or cat within the county to keep it from becoming a nuisance, from endangering or injuring any persons or property, or from creating a disturbance to the peace, tranquility and enjoyment of neighboring property owners.

Sec. 12-1006. - Maximum number of dogs and cats allowed without a kennel license.

- (a) Other than any state or county certified rescue group or organization, commercial licensed kennels, pet shops, veterinary clinics or hospitals, no person shall keep, harbor, or knowingly permit to remain on or about his premises or under his or her control more than four (4) dogs or cats or more than a combination of four (4) dogs and cats. Provided, however, that with a breeding permit issued by the county animal control unit, a person may exceed this limit for not more than six (6) months after the birth of a litter of puppies or kittens.
- (b) This code section shall apply only to tracts of real property that are two (2) acres or less in size.
- (c) This code section applies only to dogs or cats kept outside a residence.

Sec. 12-1007. - Unaltered animal permit.

- (a) Animal owners who wish to maintain an intact animal must apply for an unaltered animal permit with Spalding County, Georgia. Spalding County Animal Control will issue a permit if the owner complies with the requirements set forth in this article and pays the permit fee established by the Board of Commissioners. A certificate will be issued identifying the animal as a permitted unaltered animal and must be made available for inspection at all times.
- (b) Owners who apply for an unaltered animal permit must provide proof of rabies vaccination of the animal prior to issuance of the permit. An unaltered animal permit is valid for the same term as the rabies vaccination.
- (c) An unaltered animal tag will be provided to the owner of every unaltered animal. The owner of the unaltered animal is required to ensure that the unaltered animal tag is securely fastened to the animal's collar or harness at all times.
- (d) The cost of an animal permit shall be fixed by the Board of Commissioners.

Sec. 12-1010. - Animals in heat; restraint required.

It shall be a violation of this chapter for any owner, possessor, or custodian whose animal is in heat to permit or allow such animal to go upon or have access to the streets, roads, or public places of Spalding County, or allow such animal to run on the premises of another without permission and except to intentional breeding purposes, or allow such animal outside a proper enclosure.

The owner, possessor, or custodian of any animal whose animal is in heat shall confine such animal in a proper enclosure during the time such dog is in heat, regardless of location within the county.

Sec. 12-1011. – Dangerous or vicious dogs.

(a) *Dog control officer:* The animal control director shall designate, with the approval of the board of commissioners, one (1) of his deputies as the dog control officer of the county. Upon receiving a report of a dangerous dog or vicious dog within the unincorporated areas of Spalding County from a law enforcement agency, animal control agency, rabies control officer, or county board of health, the dog control officer shall make such investigations and inquiries with regard to such report as may be necessary to carry out the provisions of this chapter.

(b) *Classifying dangerous dogs or vicious dogs:*

(1) Upon receiving a report of a dog believed to be subject to classification as a dangerous dog or vicious dog within a dog control officer's jurisdiction, the dog control officer shall make such investigations as necessary to determine whether such dog is subject to classification as a dangerous dog or vicious dog.

(2) *Notice:* When the dog control officer determines that a dog is subject to classification as a dangerous dog or vicious dog is classified as such, the dog control officer shall notify the dog's owner of such classification. The notice to the owner shall meet the following requirements:

- a. The notice shall be in writing and mailed by certified mail to the owner's last known address within seventy-two (72) hours of the determination.
- b. The notice shall include a summary of the dog control officer's findings that formed the basis for the dog's classification as a dangerous dog or vicious dog.
- c. The notice shall be dated and shall state that the owner, within fifteen (15) days after the date shown on the notice, has a right to request a hearing on the dog control officer's determination that the dog is a dangerous dog or vicious dog.
- d. The notice shall state that the hearing, if requested, shall be before the Spalding County Animal Control Board.
- e. The notice shall state that if a hearing is not requested, the dog control officer's determination that the dog is a dangerous dog or vicious dog will become effective for all purposes under the law on a date specified in the notice, which shall be after the last day on which the owner has a right to request a hearing.
- f. The notice shall include a form to request a hearing before the animal control board and shall provide specific instructions on mailing or delivering such request to the animal control board.

(3) *Hearing:*

- a. When the animal control board receives a request for a hearing as provided hereinabove, it shall schedule such hearing within thirty (30) days after receiving the request. The animal control board shall notify the dog owner in writing by certified mail of the date, time, and place of the hearing; and such notice shall be mailed to the dog owner at least ten (10) days prior to the date of the hearing. At the hearing, the owner of the dog shall be given the opportunity to testify and present evidence; and in addition thereto, the animal control board shall receive such other evidence and hear such other testimony as it may find reasonably necessary to make a determination either to sustain, modify, or overrule the dog control officer's classification of the dog.

- b. Within ten (10) days after the date of the hearing, the animal control board shall notify the dog owner in writing by certified mail of its determination on the matter. If such determination is that the dog is a dangerous dog or vicious dog, the notice shall specify the date upon which that determination is effective. If the determination is that the dog is to be euthanized pursuant to this chapter and O.C.G.A. § 4-8-26, the notice shall specify the date by which the euthanasia shall occur.
- (4) If an owner cannot be located within ten days of a dog control officer's determination that a dog is subject to classification as a dangerous dog or vicious dog, such dog may be released to an animal shelter or humanely euthanized, as determined by the dog control officer.
- (5) Judicial review of the authority's final decision may be had in accordance with O.C.G.A. § 15-9-30.9
- (c) *Registration of dangerous dogs or vicious dogs:*
 - (1) It is unlawful and a violation of this chapter for an owner to have or possess within the unincorporated areas of Spalding County a dangerous dog or vicious dog without a certificate of registration issued in accordance with the provisions of this Code section. Certificates of registration shall be nontransferable and shall only be issued to a person 18 years of age or older. No more than one certificate of registration shall be issued per domicile.
 - (2) A certificate of registration for a dangerous dog shall be issued if the dog control officer determines that the following requirements have been met:
 - a. The owner has maintained an enclosure designed to securely confine the dangerous dog on the owner's property, indoors, or in a securely locked and enclosed pen, fence, or structure suitable to prevent the dangerous dog from leaving such property; and
 - b. Clearly visible warning signs have been posted at all entrances to the premises where the dog resides.
 - (3) A certificate of registration for a vicious dog shall be issued if the dog control officer determines that the following requirements have been met:
 - a. The owner has maintained an enclosure designed to securely confine the vicious dog on the owner's property, indoors, or in a securely locked and enclosed pen, fence, or structure suitable to prevent the vicious dog from leaving such property;
 - b. Clearly visible warning signs have been posted at all entrances to the premises where the dog resides;
 - c. A microchip containing an identification number and capable of being scanned has been injected under the skin between the shoulder blades of the dog; and
 - d. The owner maintains and can provide proof of general or specific liability insurance in the amount of at least \$50,000.00 issued by an insurer authorized to transact business in this state insuring the owner of the vicious dog against liability for any bodily injury or property damage caused by the dog.
 - (4) The posting of the premises where the dangerous dog or vicious dog is located with a clearly visible sign warning that there is a dangerous dog or vicious dog on the property. Said sign shall be maintained continuously at all entrances to the premises.
 - a. The dangerous dog or vicious dog warning sign shall conform to design provided by the Georgia Department of Natural Resources, and shall be furnished by the county to the owner or possessor of a dangerous dog or vicious dog, with the initial cost of such sign to be included in the registration fee as required herein.
 - b. Should the original dangerous dog or vicious dog warning sign issued to the owner or possessor of a dangerous dog or vicious dog be lost, stolen, destroyed, or damaged, said owner or possessor shall report same immediately to the dog control officer and shall secure a replacement sign from the animal control department. The owner or possessor shall be required to pay the then-current full cost for such replacement sign.

(d) Exceptions: No animal shall be classified as a dangerous animal or vicious animal for actions that occur while the animal is being used by a law enforcement or military officer to carry out the law enforcement or military officer's official duties. No animal shall be classified as a dangerous animal or vicious animal if the person injured by such animal was a person who, at the time, was committing a trespass, was abusing the animal, or was committing or attempting to commit an offense under O.C.G.A Chapter 5 of Title 16.

(e) *Additional requirements:*

- (1) A certificate of registration for a dangerous dog or vicious dog may only be issued to an individual eighteen (18) years of age or older.
- (2) The owner of a dangerous dog or vicious dog shall notify the dog control officer within twenty-four (24) hours if the dog is on the loose, is unconfined, has attacked a human or has died.
- (3) The owner of a dangerous dog or vicious dog shall notify the dog control officer if the owner is moving from the unincorporated areas of Spalding County. The owner of a dangerous dog or vicious dog who is a new resident of the unincorporated areas of Spalding County shall register the dog as required herein within thirty (30) calendar days after becoming a resident. The owner of a dangerous dog or vicious dog moves from one address to another within the unincorporated areas of Spalding County shall notify the dog control officer of the new address within ten (10) calendar days after moving to the new address.
- (4) Issuance of a certificate of registration or the renewal of a certificate of registration by the dog control officer does not warrant or guarantee that the requirements for obtaining a certificate of registration, as specified hereinabove, are maintained by the owner of a dangerous dog or vicious dog on a continuous basis following the date of the issuance of the initial certificate of registration or following the date of any annual renewal of such certificate.
- (5) The dog control officer is authorized to make whatever inquiry is deemed necessary to ensure compliance with the provisions of this article.
- (6) Only one (1) certificate of registration for a dangerous dog or vicious dog is permitted per household.
- (7) No person shall be the owner of more than one (1) vicious dog.
- (8) No certificate of registration shall be issued to any person who has been convicted of two or more violations of this article.
- (9) No certificate of registration for a vicious dog shall be issued to any person who has been convicted of the following crimes from the time of conviction until two (2) years after completion of his or her sentence, nor to any person residing with such person:
 - a. A serious violent felony as defined in O.C.G.A. § 17-10-6.1;
 - b. The felony of dogfighting as provided for in O.C.G.A. § 16-12-37, or the felony of aggravated cruelty to animals as provided for in O.C.G.A. § 16-13-4; or
 - c. A felony involving trafficking in cocaine, illegal drugs, marijuana, methamphetamine, or ecstasy as provided for in O.C.G.A. §§ 16-13-31 and 16-13-31.1.
- (10) A vicious dog shall not be transferred, sold, or donated to any other person unless it is relinquished to a governmental facility or veterinarian to be euthanized.
- (11) Under no circumstances shall an employee or official of Spalding County be held liable for any damages to any person who suffers an injury inflicted by a dog as a result of a failure to enforce the provisions of this chapter.

(e) *Registration fee:*

- (1) In addition to regular licensing and tag fees, an annual fee as may from time to time be prescribed by the board of commissioners, payable at the time of registration and on or before April 1 of each succeeding year, shall be paid by the owner of a dangerous dog.

- (2) Certificates of registration shall be renewed on an annual basis, not later than April 1 of each year. At the time of the annual renewal of a certificate of registration, the dog control officer shall require evidence from the owner or make such investigation as may be necessary to verify that the dog owner is continuing to comply with the provisions of this chapter. Failure to renew a certificate of registration within ten (10) days of the renewal date or initial classification date shall constitute a violation of this article.
- (f) *Confinement of dangerous dogs or vicious dogs:*
- (1) It shall be unlawful for an owner of a dangerous dog to permit the dog to be off the owner's property unless:
- The dog is restrained by a leash not to exceed six feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary; or
 - The dog is contained in a closed and locked cage or crate; or
 - The dog is working or training as a hunting dog, herding dog, or predator control dog.
- (2) It shall be unlawful for an owner of a vicious dog to permit the dog to be:
- Outside an enclosure designed to securely confine the vicious dog while on the owner's property or outside a securely locked and enclosed pen, fence, or structure suitable to prevent the vicious dog from leaving such property unless:
 - The dog is muzzled and restrained by a leash not to exceed six feet in length and is under the immediate physical control of a person capable of preventing the dog from engaging any other human or animal when necessary; or
 - The dog is contained in a closed and locked cage or crate;
 - Unattended with minors.
- (3) A person who violates subsection (f)(2) of this Code section shall be guilty of a misdemeanor of high and aggravated nature.
- (4) An owner with a previous conviction for a violation of this section whose classified dog causes serious injury to a human being under circumstances constituting another violation of this article shall be guilty of a felony and upon conviction thereof shall be punished by imprisonment for not less than one nor more than ten years, a fine of not less than \$5,000.00 nor more than \$10,000.00, or both. In addition, the classified dog shall be euthanized at the cost of the owner.
- (5) Any irregularity in classification proceedings shall not be a defense to any prosecution under this article so long as the owner of the dog received actual notice of the classification and did not pursue a civil remedy for the correction of the irregularity.
- (6) This ordinance shall not apply to any state licensed facilities and/or personnel following state law regarding restraint and control.
- (g) *Confiscation of dangerous dogs or vicious dogs:*
- (1) A dangerous dog or vicious dog shall be immediately confiscated by the dog control officer or by a law enforcement officer or by another person authorized by the dog control officer if the:
- Owner of the dog does not secure the liability insurance or bond required herein;
 - Dog is not validly registered as required herein;
 - Dog is not maintained in a proper enclosure;
 - Dog is outside a proper enclosure in violation of this section;
 - The officer believes that the dog poses a threat to public safety; or
 - Dog control officer finds any other violation of this chapter.
- (2) *Disposition of confiscated dogs:* Any dangerous dog or vicious dog that has been confiscated under the provisions of this section shall be returned to its owner upon the owner's compliance with the provisions of this section and upon the payment of reclaim and boarding fees as set out in this chapter. In the event the owner has not complied

with the provisions of this section within twenty (20) days of the date the dog was confiscated, said dog shall be destroyed in an expeditious and humane manner.

(3) A refusal to surrender a dog subject to confiscation shall be a violation of this chapter.

(h) *Euthanasia:*

(1) A Spalding County Superior Court Judge may order the euthanasia of a dog if the court finds, after notice and opportunity for hearing as provided under this chapter and O.C.G.A. § 4-8-23, that the dog is a classified dog and that the dog has seriously injured a human or presents a danger to humans not suitable for control under this chapter; and

a. The owner or custodian of the dog has been convicted of a violation of any state criminal law and the crime was related to such dog;

b. Any local governmental authority of Spalding County has filed with the court a civil action requesting the euthanasia of the dog.

(2) A dog that is found, after notice and opportunity for hearing as provided under this chapter and O.C.G.A. § 4-8-23, to have caused a serious injury to a human on more than one (1) occasion shall be euthanized; provided, however, that no injury occurring before July 1, 2012, shall count for purposes of this subsection.

(i) *Civil liability:*

(1) The owner or, if no owner can be found, the custodian exercising care and control over any dog, which while off the owner's or custodian's property causes injury, death, or damage directly or indirectly to any livestock, poultry, or pet animal shall be civilly liable to the owner of the livestock, poultry, or pet animal for the injury, death, or damage caused by the dog. The owner or, if no owner can be found, the custodian exercising care and control over any dog shall be liable for any damage caused by such dog to public or private property. The liability of the owner or custodian of the dog shall include consequential damages.

(2) This Code section is considered cumulative of other remedies provided by law. There is no intent to eliminate or limit other causes of action which might inure to the owner of any livestock, poultry or pet animal.

(j) *Criminal liability as provided under this chapter and O.C.G.A § 4-8-29:*

(1) Except as otherwise specified in this chapter or by Georgia law, any person who violates any provision of this article shall be guilty of a misdemeanor.

(2) A person who violates subsections (f)(2)(a) or (f)(2)(b) of this section shall be guilty of a misdemeanor of high and aggravated nature.

(3) An owner with a previous conviction for a violation of this chapter whose classified dog causes serious injury to a human being under circumstances constituting another violation of this article shall be guilty of a felony and upon conviction thereof shall be punished by imprisonment for not less than one (1) nor more than ten (10) years, a fine of not less than five thousand dollars (\$5,000.00) nor more than ten thousand dollars (\$10,000.00), or both. In addition, the classified dog shall be euthanized at the cost of the owner.

(4) Any irregularity in classification proceedings shall not be a defense to any prosecution under this article so long as the owner of the dog received actual notice of the classification and did not pursue a civil remedy for the correction of the irregularity.

Sec. 12-1012. - Cruelty to animals.

(a) *Cruelty:*

(1) It shall be unlawful and a violation of this chapter for any person, either by commission or omission, to:

a. Knowingly abandon, knowingly or willingly permit the abandonment of, or aid in the abandonment of any domesticated animal.

b. Willfully and maliciously kill, abuse, maim, or disfigure any animal.

- c. Maliciously administer poison to any animal or expose any poisonous substance with intent that the same shall be taken and swallowed by any animal.
- d. Overdrive, overload, overwork, torture, beat, mutilate, carry or confine in a vehicle in an inhumane manner, or otherwise mistreat, any animal.
- e. Fail to provide any animal with proper and wholesome quantities and qualities of food and veterinary care.
- f. Fail to provide any animal with access to good and wholesome fresh water.
- g. Fail to provide any animal with access to shelter adequate to protect it from all types of weather twenty-four (24) hours daily.
- h. Build, make, maintain, or keep a pit on premises owned by him or occupied by him, or allow a pit to be built, made, maintained, or kept on such premises for the purpose of an exhibition of animal fighting.
- i. In any manner encourage, instigate, promote or assist in an exhibition of animal fighting.
- j. Allow an animal to be kept in unsanitary conditions.
- k. Keep or confine an animal in other than a humane manner or in any other manner inconsistent with Sec. 12-1005 of this Chapter.

(b) *Dogs:*

- (1) No person shall perform a cruel act of any dog, nor shall any person harm, maim or kill any dog, or attempt to do so, except that a person may:
 - a. Defend his or her person or property, or the person or property of another, from injury or damage being caused by a dog; or
 - b. Kill any dog causing injury or damage to any livestock, poultry, or pet animal.

- (c) *Injured animals:* The animal control director or his authorized representative shall have authority to humanely dispose of animals which are injured and lying in the public streets or public ways of Spalding County, or to seek proper veterinary care for such animals, whenever it shall appear that said animal is injured and is suffering great pain, and such animal does not bear a tag identifying the owner and no determination as to the owner of said animal can be made with reasonable inquiry or investigation. If veterinary care is required and the animal's owner can be determined, said owner shall be responsible for all costs of such veterinary care.

Sec. 12-1013. - Animals/fowl as prizes forbidden.

It shall be unlawful to offer as a prize or give away any live animal/fowl in any contest, raffle or lottery or as enticement for fund raising or for entry into any place of business.

Sec. 12-1014. - Animal establishments.

(a) *License required:*

- (1) No person shall operate an animal establishment without first obtaining a business license in compliance with the Spalding County Licensing and Regulation Ordinance, nor shall any person operate an animal establishment in a manner in violation of any provision of this chapter.
- (2) Licenses or permits shall be issued pursuant to provisions of the Licensing and Regulation Ordinance.
- (3) Every facility regulated by this section shall be considered a separate enterprise, requiring a separate license (e.g., two (2) kennels at different locations but owned by the same person shall be considered as two (2) animal establishments).
- (4) The animal control director shall be notified of all licenses for animal establishments issued by the licensing department.

(b) *Revocation of licenses:*

- (1) The animal control director may request or recommend to the licensing department the revocation of any permit or license if the person holding such permit or license refuses or fails to comply with this chapter, or any other law or regulation governing the protection and keeping of animals, including refusal to allow inspection of the animal establishment as provided herein.
 - (2) Whenever a license or permit is revoked for cause, or pending any proceedings to contest such action, the animal control director shall have the power of entry to inspect all premises where the animals are being kept and shall notify the owner in writing as to the period of time that reasonably shall be allowed for removal of animals from such premises and shall state the specific reasons for revocation. In the event any such owner shall fail to remove such animals as directed, the animal control director may impound such animals pursuant to the impoundment provisions of this chapter.
- (c) *Compliance with code:*
- (1) An animal establishment shall not sell, trade, or give away any dog or cat over three (3) months of age unless the dog or cat has been vaccinated as required by this chapter.
 - (2) The animal control director shall be permitted to inspect any animal establishment and all animals and the premises where such animals are kept, at any reasonable time during normal business hours to ensure compliance with all provisions of this chapter.
- (d) *Standard for kennels:* All kennels shall, in addition to the other requirements of this chapter, comply with the minimum standards of this section. Failure to meet these standards shall be grounds for denial of a license or revocation of a license. Standards for kennels are as follows:
- (1) Enclosures must be provided which shall allow adequate protection against weather extremes. Floors of buildings, indoor runs, and walls shall be of an impervious material to permit proper cleaning and disinfecting.
 - (2) Building temperature shall be maintained at a humane level. Adequate ventilation shall be maintained.
 - (3) Each animal shall have sufficient space to stand up, lie down, and turn around without touching the sides or top of cages. In shared kennels, a minimum space of four (4) feet by four (4) feet for each dog shall be required.
 - (4) Cages are to be of material and construction that permit cleaning and sanitizing.
 - (5) Indoor cage floors shall be of concrete.
 - (6) All animal quarters and runs are to be kept clean, dry, and in a sanitary condition.
 - (7) The food shall be free from contamination, and shall be wholesome, palatable, and of sufficient quantity and nutritive value to meet the normal daily requirements for the condition and size of the animal.
 - (8) All animals shall have fresh water available.
- (e) *Standards for pet shops:* All pet shops, including pet shops operated in conjunction with another holding facility, shall in addition to the other requirements of this chapter comply with the minimum standards of this section. Failure to meet these standards shall be ground for denial of a license or revocation of a license. Standards for pet shops are as follows:
- (1) *Water:* There shall be available hot water of sufficient temperature for washing cages and disinfecting, and cold water easily accessible to all parts of the shop. Fresh water for consumption shall be available to all spaces of animals. Containers are to be cleaned and disinfected each day.
 - (2) *Room temperature:* The room temperature of the shop shall be maintained at a level that is reasonable for every species of animal kept in the shop.
 - (3) *Cages and enclosures:* All cages and enclosures shall be constructed of a nonporous material for easy cleaning and disinfecting. Each cage shall be of sufficient size that the animal will have room to stand, turn, and stretch out to such animal's full extended length.

Sec. 12-1015. - Impoundment.

(a) *Animals subject to impoundment:* The following animals shall be subject to immediate impoundment and confinement by the animal control director, his designated representatives, or any law enforcement officer in Spalding County:

- (1) Abandoned animals.
- (2) Abused animals.
- (3) Any animal which is a public nuisance as defined in this chapter.
- (4) Any wild and exotic animal kept in violation of this chapter.
- (5) Dogs or cats less than three (3) months of age running at large.
- (6) Dogs or cats of any age which do not have tags evidencing rabies vaccinations, as required herein.
- (7) Animals running at large in any restraint district, as designated by the board of commissioners, or by this chapter.
- (8) Livestock running at large.
- (9) Female animals in heat running at large.
- (10) Guard dogs not kept in proper enclosure.
- (11) Dangerous dogs or vicious dogs, as classified by the dog control officer, running at large or otherwise in violation of provisions herein.
- (12) Potentially dangerous or vicious dogs, which are under investigation by the dog control officer according to this chapter and awaiting classification, running at large, or otherwise in violation of provisions herein.
- (13) Animals from an animal establishment not complying with the provisions of this chapter.
- (14) Any animals running at large on the grounds of any school in Spalding County.
- (15) Terminally diseased animals which pose a threat to the human or animal population.
- (16) Any animal in violation of any of the provisions of this chapter, or in violation of the rules and regulations of the county health department relating to animals and/or rabies.

An animal control officer or law enforcement officer may follow an animal that has been seen by said officer in violation of this chapter onto private property to capture and impound said animal. No injunction, action, or claim for damages may be brought against the animal control department or its officers, agents or employees, or against the county with respect to actions herein contemplated.

(b) Any person may take into custody any animal running at large in violation of this chapter and place with Spalding County Animal Control.

(c) Any person who takes into custody an animal running at large in violation of this chapter shall deliver such animal to the animal shelter without fee or charge. Once in the custody of the animal shelter, the shelter shall hold and dispose of such animal in the same manner as though such animal had been running at large and impounded by officers of Spalding County Animal Control.

(d) *Notice to owners of impounded animals:*

- (1) Upon impounding any dog or other animal, the director or his authorized representative shall cause to be made a prompt and reasonable effort to locate the animal's owner, possessor, or custodian.
- (2) If the dog or other animal is not claimed by the owner, possessor or custodian thereof within (3) working days from the date of impoundment, then it shall be the duty of the director or his authorized representative to allow for the adoption of the animal. After a total period of five (5) working days from the date of impoundment, Spalding County Animal Control may provide for humane destruction of the dog or other animal in accordance with the provisions of this chapter.
 - a. Any dog or animal that is adopted shall be sterilized by a licensed veterinarian within thirty (30) days after acquisition of such animal in the case of an adult animal

or within thirty (30) days of the sexual maturing of an animal in the case of an immature animal. For the purposes of this section, the term "sexual maturity" shall mean an animal that has attained the age of one hundred eighty (180) days or more.

- b. All costs of sterilization pursuant to this section shall be the responsibility of the person acquiring such animal.
 - c. Any person acquiring an animal from the Spalding County animal shelter shall submit to the animal shelter a signed statement from a licensed veterinarian performing the sterilization required by subparagraph a. above within seven (7) days of such sterilization attesting that such sterilization has been performed.
 - d. Any person who shall violate any provision of subparagraph (d)(2) and its subparts shall be guilty of a misdemeanor and shall be subject to a fine not to exceed two hundred dollars (\$200.00).
- (3) If the impounded dog is a dangerous dog or vicious dog, as defined and classified herein, said dog shall be returned to its owner as provided in this chapter, or shall be destroyed as provided in this chapter. A dangerous dog or vicious dog, as defined and classified herein, shall not be eligible for adoption to any person, and may be reclaimed only by its owner; provided, however, that such reclaim must be made within twenty (20) calendar days from the date of impoundment.
- (4) In addition, if the animal other than a dangerous dog or vicious dog or other animal is not claimed as provided for herein, the director or his authorized representative, in his sole discretion, and after he has satisfied himself that the dog or other animal is in good health, may offer the animal other than a dangerous dog or vicious dog or other animal for adoption to any person after the notification of impoundment required herein has been given.
- (5) Any animal not reclaimed or adopted within five (5) working days from the date of impoundment may be destroyed in a humane manner.

Provided, however, that any animal impounded which the director reasonably believes has sustained or suffers from injury or disease which likely will result in maiming, prolonged or severe suffering, or death, may be humanely destroyed immediately and without the waiting period for reclamation or adoption as provided herein. In such instance, the director shall make record of such injury or disease and shall notify the owner of such animal, if known. The director may, in his discretion, order examination of such animal by a licensed veterinarian.

- (6) In no event shall any animal be redeemed by its lawful owner, possessor or custodian until those fees established for boarding the animal, and for inoculation, as necessary, are paid; and no animal shall be adopted until those fees established for such adoption are paid.
- (7) If for any reason as hereinabove described any animal is impounded, or if any owner, possessor or custodian of any animal violates any of the duties imposed by this chapter as hereinabove described, in addition to the penalties imposed by this chapter such owner, possessor or custodian shall be conclusively presumed to have given his or her consent to the adoption of the impounded animal or has given his or her consent to dispose of the animal in an humane fashion in accordance with the rules and regulations of the animal control advisory board or county board of health and this chapter and the laws of Georgia unless the animal has been claimed by its lawful owner, possessor or custodian in accordance with the terms of this section.

In the event that the owner of any animal is conclusively presumed to have given his or her consent to the adoption of the impounded animal as set out above, then and in such event, there is no waiting period to allow the adoption of the animal and the adoption may take place immediately.

- (8) Any animal confined for suspicion of rabies and any dangerous dog or vicious dog, which has bitten a person or another animal, shall be kept confined for a period of time as prescribed by the Spalding County health department, but in no event, shall such time be less than ten (10) days. Disposal of such animal shall be in accordance with the rules and regulations of the health department.

- (9) Any animal deemed by the animal control officer as being an animal which has dangerous propensities or because of the breed is likely to be used for illegal activities may not be permitted to be adopted. This decision shall be based on the sole discretion of the animal control director. Moreover, the animal control director may refuse to allow the adoption of any animal, if in the sole discretion of the animal control director, it would not be in the best interest of the animal or the general public to allow said adoption.
- (10) In the event a dog or animal is surrendered by the owner, possessor or custodian thereof, the animal control director shall not be required to wait any required length of time prior to providing for the humane destruction of the dog or other animal. Under such circumstances, the animal control director is not required to retain the dog or animal to allow for its adoption.
- (c) *Use of animals for research prohibited:* Under no circumstances shall any animal not claimed or adopted as provided herein be sold, given, donated, or acquired, directly or indirectly to, for, or by any public or private institution, or to any officer, agent, or employee thereof, for the purpose of experimentation or biomedical research.

Sec. 12-1016. - Fee schedule and miscellaneous regulations.

- (a) Fees collected by the director shall be adopted from time to time by the board of commissioners and kept on file with the animal control director. All fees collected shall be paid over to the county treasury on a weekly basis.
- (b) Fees:
- (1) For animals reclaimed by an owner, possessor or custodian:
 - a. Impoundment fee, non-livestock with verification of rabies shot: Twenty dollars (\$20.00); with no verification of rabies shot: Thirty dollars (\$30.00).
 - b. Impoundment fee, livestock: seventy-five dollars (\$75.00).
 - c. Board fee, non-livestock: ten dollars (\$10.00) per day.
 - d. Board fee, livestock: twenty dollars (\$20.00) per day.
 - (2) For adoptions by persons other than the owner, possessor or custodian.
 - a. There shall be a thirty-five dollar (\$35.00) fee to adopt any animal.
 - b. Wild and exotic animals shall not be adopted.
 - c. Livestock shall be disposed of pursuant to Georgia law at the direction of and by order of the Sheriff of Spalding County.
 - d. Dogs classified as dangerous dogs and vicious dogs and dogs currently under investigation for classification as a dangerous or vicious dog shall not be adopted.
 - e. All dogs or cats shall receive a rabies vaccination prior to the adoption and the adopting person shall pay for the rabies vaccination.
 - f. All dogs or cats that are a minimum of ten (10) weeks of age and/or weigh at least two (2) pounds shall be spayed or neutered prior to adoption. For animals under the age of ten (10) weeks and/or under two (2) pounds, proof that the animal has been spayed or neutered shall be provided to the animal shelter before the animal is six (6) months old by the adopting individual.
 - g. Prior to adoption, the fees approved by the board of commissioners shall be charged and paid by the adopting party to the veterinary clinic designated by the board of county commissioners.
 - h. The foregoing requirements as set out in subparagraphs (a) through (e) above do not apply to any personal entity holding a rescue organization license. Nor would the subparagraphs apply to an owner reclaiming their own animal.
 - i. The foregoing fees will include a rabies vaccination for all animals that are twelve (12) weeks of age or older.
 - (3) Rabies suspect fees:

- a. No impoundment fee if owner brings animal to shelter.
 - b. If animal is seized, impoundment fee is twenty-five dollars (\$25.00).
 - c. Board fee: fifteen-dollars (\$15.00) per day.
- (4) Any other fees deemed necessary or which are incurred while the animal(s) are in custody of the animal control department can or shall be assessed in addition to the impoundment and/or adoption fees. Provided, however, that if such animal is adopted by a group or entity which is non-commercial in nature and is licensed by the State of Georgia, or other appropriate government authority, to rescue and/or rehabilitate animals then said impoundment and/or boarding fees shall not apply, but the cost of rabies tags shall be paid.

Groups or entities that desire to have the aforementioned impoundment and/or adoption fees waived shall make written application with the animal control department requesting the waiver of fees. This application shall consist of a cover letter containing the request and a copy of the relevant licensing obtained by the group or entity. The county manager, or designee, shall have authority to determine the validity of requests made under these provisions and shall further have the authority to deny requests made by groups or entities that lack the appropriate licensing.

If said adoption is to be made by the animal's owner or immediate previous owner, the fees listed hereinbefore shall apply.

- (5) All fees related to impoundment, boarding, adoption, or reclaiming, and rabies license tags, shall be in addition to any fines or penalties imposed for violations of this chapter.
 - (6) Any owner of any animal who delivers their animal to the Spalding County Animal Shelter to surrender it shall be charged a fee of one hundred dollars (\$100.00) per animal. If an owner of an animal shall contact the Spalding County Animal Shelter and request that the department come and secure their animal that he desires to surrender, then the owner shall pay a fee of twenty-five dollars (\$25.00) as a trip fee and an additional one hundred dollars (\$100.00) per animal that is transported by Spalding County.
 - (7) Any person who shall surrender any stray animal to the Spalding County Animal Shelter shall be charged no fee for the surrender.
- (c) *Sterilization requirement (Effective March 1, 2016).* Any person owning, keeping, harboring, or having custody of any dog or cats six (6) months of age or older is required to have said animal surgically sterilized, except that this ordinance shall not apply to:
- (1) Individuals who are nonresidents of Spalding County and reside temporarily in Spalding County for a period not to exceed sixty (60) days within a twelve-month period;
 - (2) Lawful humane societies/animal shelters licensed by the Georgia Department of Agriculture whose principal purpose is to secure the adoption of animals or offering sanctuary for dogs and cats. Nevertheless, such organizations must comply with the mandatory sterilization requirements applicable to animal shelters and rescue organizations pursuant to the regulations of the Georgia Department of Agriculture, O.C.G.A. § 40-13-13 et seq., the Georgia Animal Protection Act, O.C.G.A. § 4-11-1 et seq., and other applicable laws;
 - (3) Veterinary hospitals;
 - (4) Persons who own, keep, harbor, or have custody of registered service dogs or working police dogs;
 - (5) Persons who own, keep or have custody of actively competitive or retired show dogs or cats. To qualify for this exemption, the dog or cat must be of a breed recognized by and registered with the American Kennel Club (AKC), United Kennel Club (UKC), American Dog Breeders Association (ADBA) or Cat Fanciers Association (CFA), and meets one (1) of the following requirements:
 - a. The dog or cat has competed in at least one show or sporting competition sanctioned by a bonafide nationally registry within the past three hundred sixty-five

- (365) days. Written confirmation by the sponsor that the dog or cat has competed is necessary to satisfy this requirement.
- b. The dog has earned conformation, obedience, agility, carting, herding, hunting, protection, rally, sporting, working or other titles from a pure bred dog registry, as referenced above and confirmed in writing by the organization.
 - c. The dog or cat is registered with a bonafide pure bred dog breed club or cat fanciers association, which maintains and enforces a code of ethics restricting breeding dogs or cats with genetic defects and life threatening health problems that commonly threaten the breed and confirmed in writing by the organization.
 - d. The owner of the animal signs a statement under oath attesting that the dog or cat is being trained to comply with and qualify for the exemption set out subsections a. or b. above.
- (6) Persons who own, keep, or have custody of a dog or cat and who are in possession of a written certification provided by a licensed veterinarian stating that the animal has a serious health condition which renders the animal unfit to undergo the required surgical procedure.
 - (7) Persons who are Georgia State Department of Agriculture licensed breeders.
 - (8) This ordinance shall become effective March 1, 2016.

Sec. 12-1017. - Violations and enforcement.

(a) *Violations:*

- (1) Except as otherwise provided by this Chapter and by Georgia law any person who shall do anything prohibited by this chapter as it now exists or as it may hereafter be amended, or who shall fail to do anything required by this chapter as it now exists or as it may hereafter be amended, is hereby declared to be in violation of this chapter and the pertinent regulations or county ordinances herein set forth.
- (2) Each and every day that any such violation exists shall be deemed a separate offense.
- (3) Any such violation, upon conviction thereof, as prescribed by the laws of Georgia, shall be punishable by a fine or imprisonment, or both, not to exceed the maximum fine or the maximum imprisonment, or both, as prescribed by the pertinent laws of Georgia and as more particularly set out in section 1-1007 of this Code, which such section is incorporated herein and made a part hereof by reference.

Any person who shall fail to have their dog or cat vaccinated against rabies shall be fined fifty dollars (\$50.00) for the first offense, one hundred fifty dollars (\$150.00) for the second offense and two hundred fifty dollars (\$250.00) for the third offense. For the purposes of this chapter, each time that a person either pleads guilty or is found guilty of failing to have their dog or cat vaccinated shall be considered as one offense.
- (4) The imposition of any such fine, imprisonment, or both, for any violation shall not excuse the violation or permit it to continue; and all such violators shall be required to correct or remedy such violations or defects within the time as prescribed by the court having jurisdiction of such matter, and in the absence of any such completion time being fixed by the court, within a reasonable time after such violations occur.
- (5) The application of any fine, imprisonment or other penalty shall not be construed to prevent the enforced removal of prohibited conditions or to postpone any action required.
- (6) The remedies herein set out for the purpose of enforcing the provisions of this chapter shall not be deemed to be exclusive, but shall be cumulative of all other remedies, civil or criminal, provided by the laws of Georgia, or by the ordinances of Spalding County

- 2. Consider approval on second reading Application #17-02Z: James William Campbell, Jr. and Mandy Latishia Campbell, Owners - 4129 Highway 19/41 (0.46 acre located in Land Lot 108 of the 3rd Land District) - requesting a rezoning from C-1, Highway Commercial, to C-1B, Heavy Commercial.

Chairman Miller asked Mr. Fortune if both of the items on the Consent Agenda could be considered at the same time and Mr. Fortune, County Attorney, advised that unless there is an objection that all items on the consent agenda could be considered at the same time.

Motion/Second by Ray/Flowers to approve the consent agenda in its entirety. Motion carried unanimously by all

IX. OLD BUSINESS – None.

X. PUBLIC HEARING -

1. Conduct Public Hearing to receive Public Comment on proposed FY 2018 Budget.

Motion/Second by Ray/Johnson to open a Public Hearing to receive public comments on the proposed FY2018 Budget. Motion carried unanimously by all.

Mr. Wilson advised that the Board of Commissioners BOC met and made several changes to the budget, those changes have been incorporated into the proposed FY2018 Budget. The grand total for all budgets went down \$9.375 million this was predominantly due to expenditures from SPLOST funds.

Next year the recommended budget increases slightly by \$1.6 million or 3.8% in the General Fund, 4% in the Fire District, the 911 Fund remained basically unchanged it is a .38% decrease and Water System remained basically unchanged also at a .2% increase.

Mr. Wilson stated that the biggest change that was made to the FY2018 budget was made by the Board of Commissioners during the budget deliberations and that is where the Commissioners decided to have the Recycling Centers open only three days per week. Effective July 1 the Recycling Centers will be open on Tuesday, Thursdays and Saturdays. All locations will remain open there will be no closure or consolidation of locations.

Mr. Wilson advised that the budget does include Phase III of our four phase plan to address pay compression. It also includes the increase in the pension, reinstating up to a 3% match.

There were changes inside of the Sheriff's Office where the department has been reorganized and employees have been placed into different divisions, but overall the division remain relatively the same.

Mr. Wilson added that the FY2018 is a balanced budget and does not include a tax increase.

Mr. Wilson then opened the floor for comments from the public.

Larry Johnson, 122 Sherbrooke Way, Griffin, GA asked if there been any consideration given to having more trucks to pick up the containers and empty them more frequently on Saturdays so that the containers are not full. He expressed his concern that the containers are filled to the brim on Saturdays now and with one day less access to the centers the containers will fill even faster.

Commissioner Flowers-Taylor asked the amount of funding for substandard housing abatement in the proposed budget.

Mr. Wilson advised it was the same amount as this year. \$25,000 under Community Development, it is the same amount as we had this year.

Motion/Second by Ray/Hawbaker to close the Public Hearing to receive public comments on the proposed FY2018 Budget. Motion carried unanimously by all.

2. Conduct public hearing to consider the establishment of street light district for Sun City Peachtree - Pod 37C.

Motion/Second by Flowers-Taylor/Hawbaker to open a Public Hearing to consider the establishment of a street light district for Sun City Peachtree Pod 37C. Motion carried unanimously by all.

Mr. Wilson stated that we accepted the right of way and the deed at the last County Commission meeting and this public hearing was scheduled for the establishment of a street light district. Right now there is only one owner Pulte Homes who requested this action. The annual cost for the street lights will be an annual charge by lot to the homeowners in this pod.

Mr. Wilson then asked if there was anyone who would like to speak regarding the street light district.

There was no public comment.

Motion/Second by Ray/Hawbaker to close the Public Hearing to consider the establishment of a street light district for Sun City Peachtree Pod 37C. Motion carried unanimously by all.

XI. NEW BUSINESS-

1. Consider approval of street light district for Sun City Peachtree - Pod 37C.

Motion/Second by Flowers-Taylor/Hawbaker to approve a street light district for Sun City Peachtree –Pod 37C. Motion carried unanimously by all.

2. Consider request for amplification permit from Melinda Gomez for wedding to be held at 1039 Vineyard Road on June 17, 2017 from 4:00 p.m. to 8:00 p.m.

Mr. Wilson stated that that the Amplification Permit is for a wedding to be held on June 17, 2017 from 4:00 p.m. to 8:00 p.m. at 1039 Vineyard Road. The application has been reviewed by the Community Development Department and the Sheriff's Office and staff recommends approval.

Motion/Second by Flowers-Taylor/Ray to approve the Amplification Permit from Melinda Gomez for a wedding to be held at 1039 Vineyard Road on June 17, 2017 from 4:00 p.m. to 8:00 p.m. Motion carried unanimously by all.

3. Consider request for amplification permit from Pedro Robles who will be hosting his son's wedding celebration at 1646 Teamon Road on June 17, 2017 from 5:00 p.m. to 11:00 p.m.

Mr. Wilson stated that that the Amplification Permit is for a wedding celebration to be held on June 17, 2017 from 5:00 p.m. to 11:00 p.m. at 1646 Teamon Road. The application has been reviewed by the Community Development Department and the Sheriff's Office and staff recommends approval.

Motion/Second by Ray/Johnson to approve the Amplification Permit from Pedro Robles for a wedding celebration to be held at 1646 Teamon Road on June 17, 2017 from 5:00 p.m. to 11:00 p.m. Motion carried unanimously by all.

4. Consider request for amplification permit from Oak Hill Baptist Church for their annual Freedom Fest Celebration and Festival at 100 Lakeside Road, Williamson, GA on Sunday, June 25, 2017 from 6:00 p.m. to 9:30 p.m.

Mr. Wilson stated that this is the Annual Freedom Fest Celebration and Festival hosted by Oak Hill Baptist Church located at 100 Lakeside Road, Williamson, GA. It is scheduled for Sunday, June 25th, 2017 from 6:00 p.m. to 9:30 p.m. the celebration will end with a fireworks display and everyone is invited. The application has been reviewed by the Community Development Department and the Sheriff's Office and staff recommends approval.

Motion/Second by Flowers-Taylor/Hawbaker to approve the amplification permit for Oak Hill Baptist church to hold their annual Freedom Fest Celebration and Festival at 100 Lakeside Road, Williamson, GA on Sunday, June 25, 2017 from 6:00 p.m. to 9:30 p.m. Motion carried unanimously by all.

5. Consider request for amplification permit from Cornilia Braswell who will be hosting a family gathering at 818 North Pomona Road, Griffin, GA on June 10, 2017 from 3:00 p.m. to 8:00 p.m.

Mr. Wilson stated that Cornilia Braswell will be hosting a family gathering on June 10th, 2017 from 3:00 p.m. to 8:00 p.m. at 818 North Pomona Road, Griffin, GA. The application has been reviewed by the Community Development Department and the Sheriff's Office and staff recommends approval.

Motion/Second by Ray/Flowers-Taylor to approve the amplification permit for Cornilia Braswell who will be hosting a family gathering at 818 North Pomona Road, Griffin, GA on June 10, 2017 from 3:00 p.m. to 8:00 p.m. Motion carried unanimously by all.

6. Consider authorizing Chairman to execute sub-grantee agreement with Georgia Criminal Justice Coordinating Council for funding of the Accountability Court for FY 2018.

Mr. Wilson stated that this funding is for the new Accountability Court and advised that Judge Esary is here to answer any questions. He stated this is for 100% funding and the grant will cover July 1, 2017 through June 30, 2018. We have budgeted these revenues and expenditures in the FY2018 Budget.

Motion/Second by Flowers-Taylor/Ray to authorize the Chairman to execute a sub-grantee agreement with the Georgia Criminal Justice Coordinating Council for funding of the Accountability Court for FY 2018. Motion carried unanimously by all.

7. Consider approval of an Amendment to the 401(a) Defined Contribution Plan to increase the employer matching contribution from 2% to 3% effective July 1, 2017.

Mr. Wilson stated this is a formal Resolution that we have to approve to amend out Defined Contribution Plan for the 3% match effective July 1, 2017. This is budgeted in the FY2018 budget.

**ADOPTION AGREEMENT AMENDMENT #4
TO ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA
401(A) DEFINED CONTRIBUTION PLAN
FOR SPALDING COUNTY EMPLOYEES**

WHEREAS, Spalding County, Georgia (the “Employer”) established the ACCG 401(a) Defined Contribution Plan for Spalding County Employees (the “Plan”) through an Adoption Agreement, most recently amended and restated effective January 1, 2013 and dated February 21, 2013;

WHEREAS, Section 13.01 of the Plan allows the Employer to amend the elective provisions of the Adoption Agreement; and

WHEREAS, the Employer desires to amend the Adoption Agreement to change the Employer Matching Contribution effective July 1, 2017.

NOW, THEREFORE, the Adoption Agreement is hereby amended as follows:

Section 4.03, Employer Matching Contributions, is deleted in its entirety and replaced with the following language:

4.03 EMPLOYER MATCHING CONTRIBUTIONS.

- No Matching Contributions on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan
 - Matching Contributions equal to **fifty percent (50%)** of the first **six percent (6%)** on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan. The maximum Matching Contribution shall be no more than **three percent (3%)** of Compensation.
 - Matching Contributions equal to _____ **percent (___%)** of the first _____ **percent (___%)** on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan and _____ **percent (___%)** of the next _____ **percent (___%)** so contributed. The maximum Matching Contribution shall be no more than _____ **percent (___%)** of Compensation.
 - Other formula:
 - Discretionary Matching Contribution as determined each year by the Employer
 - Matching Contributions shall be calculated based on whole percentages of Compensation deferred by the Participant
- Matching Contributions shall be made:
- On a payroll basis
 - On an annual basis
 - Other (specify):
(Note: Matching contributions made on a payroll basis will not be recalculated at the end of the year)

Amendment Effective Date: July 1, 2017

IN WITNESS WHEREOF, the Employer has caused its duly authorized officer to execute this Amendment on the date noted below.

SPALDING COUNTY, GEORGIA

By: _____
Bart Miller

Title: Chairperson, Spalding County Board of Commissioners

Date: June 5, 2017

**RESOLUTION TO AMEND
ACCG 401(A) DEFINED CONTRIBUTION PLAN
FOR SPALDING COUNTY EMPLOYEES**

WHEREAS, Spalding County, Georgia (the “County”) previously adopted the Association County Commissioners of Georgia 401(a) Defined Contribution Plan for Spalding County Employees (the “Plan”) through an Adoption Agreement, most recently amended and restated effective January 1, 2013 and dated February 21, 2013; and

WHEREAS, the Plan currently provides for an Employer Matching Contribution equal to fifty percent (50%) of the first four percent (4%) on amounts Participants contribute to the County’s 457(b) Eligible Deferred Compensation Plan; and

WHEREAS, the County desires to provide for an Employer Matching Contribution equal to **fifty percent (50%)** of the first **six percent (6%)** on amounts Participants contribute to the County’s 457(b) Eligible Deferred Compensation Plan. The maximum Matching Contribution shall be no more than **three percent (3%)** of Compensation made on a payroll basis.

NOW, THEREFORE, BE IT RESOLVED that the Chair of the Board of Commissioners of Spalding County, Georgia is hereby authorized, empowered, and directed to take all further actions and to execute all documents necessary, including any amendments to the Plan or the Adoption Agreement, to implement this change effective July 1, 2017.

FURTHER RESOLVED that any resolution in conflict with this resolution is hereby repealed.

SPALDING COUNTY, GEORGIA

By: _____
Bart Miller

Title: Chairperson, Spalding County Board of Commissioners

Date June 5, 2017

Attest:

By: _____
Witness

Motion/Second by Ray/Johnson to approve an Amendment to the 401(a) Defined Contribution Plan to increase the employer matching contribution from 2% to 3% effective July 1, 2017. Motion carried unanimously by all.

- 8. Consider bids for the Fairmont Community Center HVAC System.

Mr. Wilson stated that this is the second time the HVAC System has be let out for bids. Last year the Board rejected all bids and asked staff to rebid the project. The project has been rebid and we received three bids. The low bid is from Powers Heating & Air in the amount of \$89,507. The high bid was from Mid Georgia Mechanical at \$119,734.

Mr. Wilson stated that we had budgeted \$100,000 for this project and we are recommending Powers Heating & Air, low bidder at \$89,507.

Commissioner Flowers-Taylor stated that this will actually be some of the first SPLOST dollars spent on the Fairmont Property and she expressed her desire to have as much of the SPLOST money as possible be filtered back into our community. She wants to see a much local participation as possible in these projects.

Mr. Wilson advised that Powers Heating & Air is considered a local company under our current ordinance and purchasing policy as they are located in Fayette County which is adjacent to Spalding. Furthermore they are a minority owned business as the owner of the business is female. He further stated that the current ordinance does not have any requirements for minority participation, Disadvantage Business Enterprise participation or things like that. We could go back and revise the ordinance and bid this out for a third time if that is the wishes of the Board.

Commissioner Johnson stated that she feels the community of Spalding County would appreciate us actually having our ordinances more defined so that local companies are able to participate in some of these bids. She believes that this is a necessary conversation.

Commissioner Ray stated that the Contractors have to meet certain requirements in order to bid, they have to be licensed, insured or other requirements as stated in the bid. Many of the local companies simply do not qualify and if they want to qualify they will need to go the extra steps to become qualified in order to be able to bid.

Commissioner Flowers-Taylor stated that her concern is that money collected inside of this County should benefit the businesses in this County. Spalding County residents and small business owners should be given the opportunity to bid on these projects and keep as much of this money as possible in our community. She added that when we sold the SPLOST to the people of Spalding County we stated that we were going to try to spend that money here.

Commissioner Johnson stated that she is researching surrounding Counties to see how their ordinances provide for bids within their communities.

Mr. Wilson advised that he had talked with Powers Heating & Air earlier this week and there are representatives from Powers present if you would like to ask them any questions.

Michael Powers, Commercial Project Manager for Powers Heating & Air, 258 Matthews Road, Fayetteville, GA. Corporate headquarters in Peachtree City and our office is located there. We have been in Peachtree City for nearly 40 years. He stated that they have always been based in Fayette County and in Peachtree City and he grew up in Brooks. Many of their employees are actually Spalding County residents, we also have Coweta County residents and Fayette County residents that we employ. We are a locally source company all of our employees are in a 3-4 county radius of Peachtree City.

Commissioner Flowers-Taylor asked if he was aware there was a local company who bid to subcontract on this project.

Mr. Powers stated that he is aware that there was a local bid for the subcontract on the project, but they cannot commit to a subcontract on a bid that they haven't been awarded. As a rule of business, until we have a

contract in hand we do not make decisions on who would get a subcontract, that is a process that takes place once the contract is awarded.

Commissioner Flowers-Taylor then asked if Mr. Powers was aware of the policy in place where hiring local subcontractors will give you a better chance of getting the bid.

Mr. Powers stated that he had read the entire bid contract in the purchasing documents. He is aware of this policy and is likely a probability and possibility, but until we have a contract he can offer anyone a subcontract. It places his company in an uncomfortable position should they not be awarded a contract and they have already offered work to a subcontractor.

Mr. Powers then stated he would like to address the gap in the pricing between his bid and the bid of the other two contractors. The contract allowed for the controls to be utilized in a way that was more open, gives you more access to the controls and moving away from a mandated Johnson Controls system. That in itself was a large chunk of the project.

Motion/Second by Flowers-Taylor/Ray to accept the bids for the Fairmont HVAC and that Powers Heating & Air as low bidder be awarded the contract in the amount of \$89,507. Motion carried unanimously by all.

9. Consider approval of a contract with Wilburn Engineering, LLC for traffic signal maintenance services.

Mr. Wilson advised that there are currently two traffic signals and several flashing signals that the County Construction and Maintenance Department have been “maintaining” over the past several years. The City of Griffin contracts with Wilburn Engineering for their streetlights and Wilburn has agreed to honor their bid price for us. We only call them out when we need them. Staff recommends approval, it should be less than \$10,000 per year.

Currently we are using the company that installs the lights for perform maintenance and they charge \$250/hour from the time they leave their yard in North Atlanta until they get here.

STATE OF GEORGIA, COUNTY OF SPALDING.

MAINTENANCE CONTRACT
between
WILBURN ENGINEERING, LLC
and the
SPALDING COUNTY, GEORGIA

THIS MAINTENANCE CONTRACT (hereinafter the “Contract” or “Agreement”) made this 15th day of May, 2017 (hereinafter the “Effective Date”), by and between WILBURN ENGINEERING, LLC (hereinafter the “CONTRACTOR”), whose address is 931 Lower Fayetteville Road, Suite I, Newnan, Georgia 30236, and the SPALDING COUNTY BOARD OF COMMISSIONERS, (hereinafter the “COUNTY”), whose address is 119 E. Solomon Street, Griffin, Georgia 30223, provides as follows:

RECITALS

WHEREAS, Contractor represents to County that it is a duly qualified firm experienced in maintaining traffic signal installations and is a Georgia Department of Transportation prequalified supplier; and

WHEREAS, in the judgment of the Board of Commissioners of the County, it is necessary and desirable to employ the services of Contractor for traffic signal maintenance services; and

WHEREAS, County and Contractor desire to enter into a contract for the maintenance, service, and repair of traffic control signals, situated and location in the County of Griffin;

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

1. **SCOPE OF SERVICES.** Contractor is an independent contractor and shall perform the following services at the County's request:
 - a. Furnish all tools, equipment, apparatuses, facilities, labor services and material to maintain and repair all the traffic signal installations listed on Exhibit "A" attached hereto and incorporated herein by reference;
 - b. Perform all work necessary to maintain and repair all the traffic signal installations listed as follows, including routine inspections and preventative maintenance at least every six (6) months,
 - Jordan Hill Rd at end of Baptist Camp Rd (Entrance to Sun City Peachtree)
 - Macon Rd at Futral;
 - c. Provide twenty-four (24) hour on call emergency service or repair, as well as signal maintenance and repairs during normal business hours;
 - d. Keep and maintain records pertaining to the maintenance, service, or repair performed by Contractor, all of which shall be furnished to City upon reasonable request;
 - e. Prepare data collection and existing conditions reports;
 - f. Provide traffic control in accordance with the Manual on Uniform Traffic Control Devices (hereinafter referred to as "MUTCD"), as needed in conjunction with the Contractor's maintenance activities;
 - g. Remove any easily removable, unauthorized signs, stickers, posters, and/or graffiti from signal poles or equipment, and notify County of any items not able to be removed; and
 - h. Contractor shall maintain, and require all contractors and subcontractors working at Contractor's direction to maintain, general liability insurance in the amounts of no less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence for property damage and bodily injury, automobile insurance in the amounts of no less than \$1,000,000.00 per person or \$2,000,000.00 combined single limit for property damage and personal injury, and workers' compensation with benefits and monetary limits as set forth by Title 34, Chapter 9 of the O.C.G.A. Workers' Compensation Act. Contractor shall name County as additional insured on these policies and shall submit policies, including Declaration Page, to County prior to the start of work.
2. **EXTRAORDINARY MAINTENANCE.** Contractor shall contact the County's Project Manager regarding any extraordinary maintenance, which shall include the following:
 - a. Failure or malfunction of the signal system caused by vehicle collision, vandalism, civil disorder, windstorm, natural disasters, street construction or excavation;
 - b. Replacement of loop detectors including saw cut lead-ins, as required;
 - c. Repainting signal heads, back plates, visors, frameworks, pedestrian push button housings, electric meter service cabinets, poles and mast arms, as directed by the County.

Prior approval shall be given by County before Contractor proceeds with extraordinary maintenance, except in emergencies where injury or property damage may result without prompt response.

3. **EMERGENCY TRAFFIC SIGNAL RESPONSE/SHUTDOWNS.** Routine after hours maintenance will be provided by the County. Contractor shall provide emergency repairs

for all existing signals, when required. Emergency work will be billed on an hourly basis for labor and equipment at \$103.00/hour plus materials.

4. **COMPENSATION.** County and Contractor agree that County shall pay Contractor in accordance to the Contractor's Proposal Submission to the City of Griffin dated August 17, 2016 (hereinafter referred to as "Bid Documents") for the County's traffic signals, which Bid Submission is, by reference, expressly incorporated herein.
 - a. **Compensation for Signal Maintenance.** Compensation for all routine maintenance will be paid at a rate equal to the rates specified in the Bid Documents. Standard hourly rates include \$150.00/hour per analytical/engineering personnel; \$72.00/hour per crew, which will include one traffic signal maintenance technician and a pick-up truck; \$103.00/hour per crew after hours; \$139.00/hour for two person crews, which will include a IMSA Level I Technician, IMSA Level II Technician, and a bucket truck; and \$97.00/hour for Supervisor.
 - b. **Rates for Equipment.** Compensation for equipment shall be paid at a rate equal to the rates specified in the Bid Documents. Standard rates include \$30.00/hour for digger derrick truck; \$22.00/hour for mini excavator; \$10.00/hour for pole trailer; and \$8.00/hour for air compressor.
 - c. **Payment for Services.** County agrees to pay Contractor within a period of thirty (30) days after submission of an itemized invoice, including the signal location, date of service, nature of service, materials used, and labor required, by Contractor to County.
5. **PERSONNEL.** Contractor will designate a project manager who will be the County's primary point of contact. Contractor shall assign only competent personnel to perform the work hereunder. Personnel shall maintain a professional appearance and be courteous in their interaction with the public. Contractor will maintain and implement documented training programs throughout the term of the contract to guarantee that Contractor's personnel maintain applicable certifications. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving notice from County.
6. **EQUIPMENT.** Contractor is responsible for maintaining all equipment in a satisfactory operating condition throughout the contract period. All fuel shall be supplied by Contractor. At least one member of each crew shall be equipped with a cellular phone.
7. **SERVICE AUTHORIZATION REQUESTS.** County and Contractor agree that Contractor shall be authorized to respond to any request for emergency services upon telephone or other form of request, verbal or written, by the County's personnel, for necessary emergency service repair of said traffic control signals. Contractor shall respond to such emergency request within three (3) hours of notification. For necessary non-emergency service, repair of said traffic control signals shall be completed based on the following priority list:
 - a. Priority 1 – Complete within twenty-four (24) hours;
 - b. Priority 2 – Complete within seven (7) days;
 - c. Priority 3 – Complete within twenty-one (21) days; and
 - d. Priority 4 – Complete as directed.
8. **SERVICE REQUESTS.** For purposes of this Contract, "service requests" shall be defined as any dispatched call, whether emergency or non-emergency, outside of the normal preventative maintenance schedule, for any traffic signal malfunctions, including, but not limited to, intersections in flash, intersections blacked out, traffic signal knockdowns, traffic signal lamp outages, intersection timing, sequencing, or phasing issues, and acts of God.
9. **TRAFFIC CONTROL SIGNALS.** For purposes of this Contract, "traffic control signals" shall be defined as any device, whether manually, electrically, or mechanically operated, by

which vehicular and/or pedestrian traffic is alternately directed to stop and proceed.

10. **PERFORMANCE STANDARD.** Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion and in addition to any other remedies provided herein or by law, shall have the right to require Contractor to meet with County to review the quality of the work and resolve matters of concern, require Contractor to repeat the work at no additional cost, or terminate this Agreement.
11. **FULL PERFORMANCE.** County and Contractor hereby agree to the full performance of the Scope of Services, including all the requirements, conditions and stipulations contained in the Bid Documents.
12. **NO WAIVER.** The failure of the County at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the County thereafter to enforce any provision or any part of the Contract, nor shall the failure of the County to enforce any breach of any provision hereof be taken or held to be a waiver of such provision, or as a waiver, modification or rescission of the Contract itself.
13. **APPLICABLE LAW.** This Contract and all rights, privileges and responsibilities shall be interpreted and construed according to the laws of the State of Georgia.
14. **ASSIGNMENT.** This Contract and the proceeds of the Contract may not be assigned nor may the performance thereunder be assigned, without the prior written consent of the County.
15. **GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT.** The Contractor hereby certifies its compliance with the Immigration Reform & Control Act of 1986 ("IRCA"), P.L. 99-603, and the Georgia Security & Immigration Compliance Act, O.C.G.A. §13-10-90, *et seq.* Contractor certifies that it has registered at <https://www.vis-dhs.com/Employer/Registration> to verify eligibility of all newly hired employees in order to comply with these laws. Contractor further certifies that it shall execute any affidavits required by the regulations issued by the Georgia Department of Labor, set forth in Rule 300-10-1-.01, *et seq.* Contractor covenants to include a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.
16. **TERM.** This Contract shall be in force and effect for an initial term beginning November 1, 2016 and ending at midnight on December 31, 2017 and renew for 1 year if all parties are in agreement. Said Contract may thereafter be renewed for four (4) successive terms, coterminous with the calendar year. Notice for the renewal of the Contract will be submitted by the County at least thirty (30) days prior to the expiration of the contract.
17. **SEVERABILITY.** If any term or provision of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons and circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
18. **FULL AGREEMENT.** These Contract Documents shall supersede all prior negotiations, discussions, statements, and agreements between the County and Contractor and constitute the full, complete, and entire agreement between the County and Contractor. There can be no changes to this Contract by oral means, nor by course of conduct by either party, unless such change is properly authorized, in writing.
19. **TERMINATION.** The County reserves the right to terminate this contract, in whole or in part, at the County's discretion, by providing written notice to Contractor at least thirty (30)

days before the effective date of termination. Contractor will not be relieved of any outstanding responsibilities or unfinished obligations under this Contract. County considers late delivery of contract items as reasonable cause to terminate the Contract. The County may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to Contractor. In the event of the County's termination of the Contract for fund appropriation, Contractor will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Contractor which shall itemize each element of performance.

20. **MODIFICATION.** All modifications to the Contract shall be in writing and signed by the authorized representative of the parties. No verbal modification shall be binding or enforceable in any event.

21. **NOTICES.** All notices, demands, and requests under this Agreement shall be in writing and shall be deemed given when sent by United States registered and/or certified mail, postage prepaid, return receipt requested, and addressed as follows:

- a. To County: Spalding County
 Attention: Terry Tardy
 Post Office Box 1087
 Griffin, Georgia 30223

- b. To Contractor: Wilburn Engineering, LLC
 Attention: Vern Wilburn
 931 Lower Fayetteville Road, Suite I
 Newnan, Georgia 30263

{Signatures on following page}

IN WITNESS WHEREOF, the parties, through their duly-authorized officers, have set their hands and affixed their seals, the day and year first above written.

CONTRACTOR:

Attest: _____

(SEAL)

COUNTY:

Attest: _____

SEAL

Approved as to form:

By: _____

Attachments:

Motion/Second by Flowers-Taylor/Johnson to approve a contract with Wilburn Engineering, LLC for traffic signal maintenance services. Motion carried unanimously by all.

10. Consider approval of a contract with Three Rivers Regional Commission for the FY 2018 Public Transportation Program.

This is the Three Rivers Regional Commission Public Transportation Program commonly known as the 5311 Public Transportation that is intended to service non-urban communities. The estimated total to be included in our budget along with the City of Griffin is \$6,650. This is budgeted in FY2018 and staff recommends approval.

Motion/Second by Ray/Johnson to approve the contract with Three Rivers Regional Commission for the FY2018 Public Transportation Program. Motion carried unanimously by all.

11. Consider approval of a Cooperative Working Agreement between Two Rivers RC&D Council, Inc. and the Spalding County Board of Commissioners to provide equipment to stripe roadways in the County.

Mr. Wilson stated that this contract will be with Two Rivers Resource, Conservation and Development Council. This group has a striping system that they can offer. They have upgraded the truck, but currently they are unable to find an operator for that truck, so what they are doing is working with Counties and agreeing to lease that equipment to us and the County will provide the drivers, putting out the cones and traffic control. Two Rivers will provide the paint, the vehicle and maintenance on the vehicle and we will be charged a per mile charge for the use of the truck. The cost for striping under this contract will be approximately 25% of the costs if we go with a conventional striping company.

We would like to give this a try, the contract can be cancelled with 30 day notice. We believe we have people to operate the machinery and we know that we have the staff to provide traffic control and we would like to stripe our roadways ourselves.

**COOPERATIVE WORKING AGREEMENT
Between**

TWO RIVERS RC&D COUNCIL, INC.

And

SPALDING COUNTY BOARD OF COMMISSIONERS

THIS AGREEMENT, entered into this 5th day of June 2017 and, by and between the Two Rivers Resource Conservation and Development Council, Inc. (Council) of 100 Ridley Avenue, LaGrange, Georgia and:

Spalding County Board of Commissioners
P.O. Box 1087
Griffin, Georgia 30224 770/467-4232

FOR AND IN CONSIDERATION OF the mutual promises and benefits of the parties, they hereby agree to the following:
The Council agrees to:

- 1) Develop necessary forms to service requests, document performance, and monitor maintenance expenses.
- 2) Provide administrative record keeping for Council cost-benefit analysis.
- 3) Provide licensed service vehicle and support equipment as per Appendix A.

- 4) Provide and/or ensure adequate quantities of paint, bead materials, RPM reflectors and adhesives which conform to Georgia DOT specifications.
- 5) Provide comprehensive vehicle and equipment insurance for Two Rivers owned equipment. (APPENDIX A)
- 6) Pre-approve maintenance and repair expenses up to \$250 for items listed on Appendix A.
- 7) Designate one individual to serve in liaison capacity to ensure clear service communications.
- 8) Inspect equipment and verify materials inventory at least three (3) times a year to monitor program status.
- 9) Reserve the right to revise service fees and contract deliverables as needed to ensure services sustainability.
- 10) Provide discounted service fees for mutually agreed to benefits. (APPENDIX B)
- 11) Invoice the Spalding County BOC within three days of receiving the Road Stripe/RPM Job Sheet and Inventory. (APPENDIX D)

The Spalding County BOC agrees to:

- 1) Indemnify Two Rivers by listing Council as "additional insured" and providing Certificate of Insurance for General Liability (1,000,000), Automobile Liability (1,000,000) and Umbrella Liability (1,000,000) coverage.
- 2) Acknowledge that all Two Rivers equipment must be used for matters directly related to the Two Rivers Road Striping and RPM Service.
- 3) Designate one individual to serve in liaison capacity to ensure clear service communications and program success.
- 4) Provide Two Rivers with current copy of county employee equipment operator driver's licenses and GA Motor Vehicle Reports. In addition, ensure Workman Compensation for all county employees operating Two Rivers equipment.
- 5) Schedule and coordinate traffic marking operations and RPM installations with Two Rivers by providing completed Service Agreements two weeks prior to commencement of work. (APPENDIX 1C & 2C)
- 6) Provide traffic control follow vehicle and other traffic control measures as determined by the Spalding County Public Works Department.
- 7) Perform all highway traffic marking and RPM installation work in a safe and quality-oriented manner as outlined in the Federal Manual for Uniform Traffic Control.
- 8) Provide all fuel for equipment operations and routine maintenance.
- 9) Dispose of empty paint drums /residual paint according to state law.

- 10) Immediately apprise Two Rivers on matters pertaining to the road striping service, including citations, accidents or liability claims involving program equipment.
- 11) Care for vehicle and equipment in a responsible manner by ensuring regular maintenance as per manufacturer's recommendations and providing covered storage of equipment when not in use. Care includes year round shelter for road stripe truck and RPM equipment.
- 12) Provide Two Rivers with RPM and Road Stripe Job Sheet and Inventory (APPENDIX D) within three days after work completion.

It is Mutually Understood and Agreed:

- 1) This agreement shall become effective on the date of final signature and remain in effect through June 30, 2018. It may be extended by amendment.
- 2) Either party may terminate this agreement within 30 days following receipt of written notice which outlines the reason or reasons for termination.
- 3) Each party agrees that it will be responsible for its own acts and results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operations of its agents or employees; and for any loss, cost, damage, or expense resulting at any time from failure to exercise proper precautions, of or by itself, or its own agents or its own employees, while occupying or visiting the projects under and pursuant to this Agreement.

Forrest L. Hill
 Two Rivers RC&D Designated Liaison 100 Ridley Avenue
 LaGrange, GA 30240
 Email: tworiversrcd@hotmail.com Mobile: 706/302-2800

Witness _____ Date _____

Notary Public _____ Date _____

William J. Wilson, Jr., County Manager
 Spalding County BOC Designated Liaison
 P.O. Box 1087
 Griffin, GA 30224
 Email: wwilson@spaldingcounty.com
 Mobile: 770/467-4224

Two Rivers Authorized Individual _____ Date _____

Bart Miller, Chairman _____ Date _____
 Spalding County Board of Commissioners

TWO RIVERS OWNED EQUIPMENT (APPENDIX A)

ITEM MODEL NO. SERIAL NO.

SERVICE FEES (APPENDIX B)

Stripe Roads RPM Installation

\$275.00 per line mile (Requires completed Service Agreement)

\$2.10 per RPM (Requires completed Service Agreement)

Motion/Second by Ray/Flowers-Taylor to approve a contract with Three Rivers Regional Commission for the FY2018 Public Transportation Program. Motion carried unanimously by all.

12. Consider approval of contract with the State of Georgia, Department of Human Resources for Spalding County to provide Janitorial Services for the Department of Family and Children Services Offices located at 411 East Solomon Street, Griffin, Georgia.

This is our annual contract for Janitorial Services and it is budgeted in FY2018.

Motion/Second by Johnson/Ray to approve a contract with the State of Georgia, Department of Human Resources for Spalding County to provide Janitorial Services for the Department of Family and Children Services Offices located at 411 East Solomon Street, Griffin, Georgia. Motion carried unanimously by all.

13. Consider adoption of resolution authorizing declaration of taking for permanent and temporary easement rights, including the right of immediate possession for construction on Right Of Way for the North Hill Street at Northside Drive and Tuskegee Avenue intersection improvements and bridge projects.

Mr. Fortune stated there is a Bank in California that we cannot get any cooperation on a piece of property approximately 581 square feet in size and we are going to move forward with a Declaration of Taking. He asked that the Resolution be adopted so that the construction can continue.

RESOLUTION AUTHORIZING CONDEMNATION OF FEE SIMPLE AND EASEMENT RIGHTS FOR THE CONSTRUCTION AND DEVELOPMENT OF PUBLIC TRANSPORTATION FACILITIES FOR SPALDING COUNTY

WHEREAS, the Spalding County Board of Commissioners, hereinafter referred to as “the County”, though its employees and/or agents have determined and recommended to Spalding County that Spalding County should improve a portion of North Hill Street at Northside Drive and Tuskegee Avenue to provide for the transportation needs of Spalding County; and

WHEREAS, the County has chosen and approved the location of the fee simple and easement areas as described in Exhibit A and Exhibit B attached hereto, so that it will benefit the motoring public of Spalding County with minimal disruption and inconvenience to the property owners affected thereby; and

WHEREAS, the County finds that there is a public necessity that said improvements be installed on, over, across, under, and through the fee simple and easement areas described in Exhibit A and Exhibit B attached and made a part hereof; and

WHEREAS, the presently known owner of the Property upon which the fee simple and easements are located, as described in Exhibit A and Exhibit B, are listed in Exhibit C attached hereto (hereinafter called "Owner"); and

WHEREAS, the County has further determined that it is necessary to purchase certain fee simple and temporary easement rights through the fee simple and easement areas shown in Exhibit A and Exhibit B in order to construct, operate and maintain North Hill Street at Northside Drive and Tuskegee Avenue.

WHEREAS, the County has diligently pursued and will continue to pursue purchasing the necessary easement rights from the Owner through a negotiated purchase; and

WHEREAS, pursuant to O.C.G.A. § 32-3-20 and O.C.G.A. § 22-1-9, the County through its employees and/or agents has attempted in good faith to negotiate a settlement regarding the property rights it needs to acquire. The County has had the property appraised and provided the property owner (or his designated representatives) with the opportunity to accompany the appraiser on his/her inspection. The County has provided the property owner with a written offer to purchase the property rights to be acquired as set forth herein, such written offer being not less than the full amount of the independent appraisal obtained by the County. Each written offer has described the property rights being acquired, including a drawing that depicted the owner's property, and included a statement of the amount of just compensation and detailed the basis therefore. Where appropriate, any consequential damages has been stated separately; and

WHEREAS, the County has determined that the circumstances surrounding the acquisition of the property described in Exhibit A and Exhibit B necessitates the use of its power of condemnation and the use of the condemnation procedures provided by O.C.G.A. Sections 32-3-4 through 32-3-20.

NOW, THEREFORE, UPON MOTION BEING DULY MADE AND SECONDED, THE FOLLOWING RESOLUTIONS ARE HEREBY UNANIMOUSLY ADOPTED:

BE IT RESOLVED AS FOLLOWS:

1. The County does hereby declare that there is a public necessity that the County acquires certain fee simple and easement rights on, over, across, under and through the property of the Owner, at the widths and lengths shown in Exhibit B, with the description of each said fee simple area and easement area shown in Exhibit A being incorporated herein by reference.
2. The County does hereby exercise its power of condemnation and authorizes the acquisition of the fee simple and temporary easement rights in the property described in Exhibit A and Exhibit B attached hereto.
3. That the public purposes for which said easements are as follows:
 - a. A fee simple interest for construction, operating, and maintaining a roadway and all appurtenances thereto;
 - b. A temporary construction easement for ingress and egress during the period of construction, which becomes effective upon filing of the Declaration of Taking and will expire within six months thereafter; and
 - c. A temporary driveway easement for ingress and egress, which becomes effective upon filing of the Declaration of Taking and will expire within six months thereafter.
4. That the County's employees or agents have or shall make a written offer of settlement for certain fee simple and easement rights as described above to the Owner of the property based upon the appraisal of the property.
5. That due to the exigent circumstances that have been found to exist, and the Owner's refusal to accept a written offer of settlement, the County's attorney is hereby authorized to file condemnation proceedings pursuant to a Declaration of Taking under O.C.G.A. Sections 32-3-4 through 32-3-20 to acquire said permanent and temporary easement rights, including the right of immediate possession, from the Owner named in Exhibit C, as well as any and all lienholders, and any unknown owners, unborn remaindermen, minors, insane persons, or others who may have any title, interest, claim, or demand in or against the property described in Exhibit A and Exhibit B, upon which said interests may be located.
6. In the event that the title to the property described in Exhibit A and Exhibit B is transferred to a person or legal entity that is not listed in Exhibit C prior to the date of the filing of condemnation proceedings, this Resolution shall apply to all owners of interest in the

property described in Exhibit A and Exhibit B on the date of filing of the Petition for condemnation.

7. That the County stands ready to pay just and adequate compensation for said easement rights, as well as any consequential damages to which the Owner is legally entitled.
THEREFORE, IT IS HEREBY RESOLVED THIS _____ DAY OF _____, 2017.

Signed: _____
Chairman, Board of Commissioners of Spalding County

Attest: _____

EXHIBIT A

I. Driveway Easement

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 159 OF THE 3RD LAND DISTRICT OF SPALDING COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **BEGINNING** AT A POINT IN THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF NORTHSIDE DRIVE, SAID POINT BEING SOUTH 74 DEGREES 53 MINUTES 56 SECONDS WEST A DISTANCE OF 76.99 FEET FROM THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF NORTH HILL STREET; THENCE, WITH SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 74 DEGREES 53 MINUTES 56 SECONDS WEST A DISTANCE OF 51.51 FEET TO A POINT; THENCE, NORTH 15 DEGREES 23 MINUTES 48 SECONDS WEST A DISTANCE OF 10.00 FEET TO A POINT; THENCE, NORTH 74 DEGREES 53 MINUTES 56 SECONDS EAST A DISTANCE OF 51.56 FEET TO A POINT; THENCE, SOUTH 15 DEGREES 06 MINUTES 04 SECONDS EAST A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**; SAID TRACT OR PARCEL OF LAND HAVING AN AREA OF **515 SQUARE FEET**.

TOGETHER WITH:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 159 OF THE 3RD LAND DISTRICT OF SPALDING COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **BEGINNING** AT A POINT IN THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF NORTH HILL STREET, SAID POINT BEING NORTH 15 DEGREES 02 MINUTES 52 SECONDS WEST A DISTANCE OF 93.97 FEET FROM THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF NORTHSIDE DRIVE; THENCE, SOUTH 74 DEGREES 57 MINUTES 08 SECONDS WEST A DISTANCE OF 15.00 FEET TO A POINT; THENCE, NORTH 15 DEGREES 02 MINUTES 52 SECONDS WEST A DISTANCE OF 46.30 FEET TO A POINT; THENCE, NORTH 74 DEGREES 44 MINUTES 28 SECONDS EAST A DISTANCE OF 15.00 FEET TO A POINT IN SAID EXISTING WESTERLY RIGHT-OF-WAY LINE OF NORTH HILL STREET; THENCE, SOUTH 15 DEGREES 02 MINUTES 52 SECONDS EAST A DISTANCE OF 46.36 FEET TO THE **POINT OF BEGINNING**; SAID TRACT OR PARCEL OF LAND HAVING AN AREA OF **695 SQUARE FEET**.

II. Fee Simple

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 159 OF THE 3RD LAND DISTRICT OF SPALDING COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **BEGINNING** AT THE INTERSECTION OF THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF NORTH HILL STREET AND THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF NORTHSIDE DRIVE; THENCE, WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF NORTHSIDE DRIVE, SOUTH 74 DEGREES 53 MINUTES 56 SECONDS WEST A DISTANCE OF 32.19 FEET TO A POINT;

THENCE, WITH A PROPOSED RIGHT-OF-WAY LINE MITER, NORTH 27 DEGREES 22 MINUTES 37 SECONDS EAST A DISTANCE OF 47.71 FEET TO A POINT IN SAID EXISTING WESTERLY RIGHT-OF-WAY LINE OF NORTH HILL STREET;
THENCE, WITH SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 15 DEGREES 02 MINUTES 52 SECONDS EAST A DISTANCE OF 35.19 FEET TO THE **POINT OF BEGINNING**; SAID TRACT OR PARCEL OF LAND HAVING AN AREA OF **0.013 ACRES (567 SQUARE FEET)**.

III. Temporary Construction/Slope Easement

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 159 OF THE 3RD LAND DISTRICT OF SPALDING COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: **BEGINNING** AT A POINT IN THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF NORTHSIDE DRIVE, SAID POINT BEING SOUTH 74 DEGREES 53 MINUTES 56 SECONDS WEST A DISTANCE OF 32.19 FEET FROM THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF NORTH HILL STREET; THENCE, WITH SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 74 DEGREES 53 MINUTES 56 SECONDS WEST A DISTANCE OF 44.80 FEET TO A POINT; THENCE, NORTH 15 DEGREES 06 MINUTES 04 SECONDS WEST A DISTANCE OF 10.00 FEET TO A POINT; THENCE, NORTH 74 DEGREES 53 MINUTES 56 SECONDS EAST A DISTANCE OF 39.93 FEET TO A POINT; THENCE, NORTH 29 DEGREES 55 MINUTES 32 SECONDS EAST A DISTANCE OF 38.31 FEET TO A POINT; THENCE, NORTH 15 DEGREES 02 MINUTES 52 SECONDS WEST A DISTANCE OF 56.90 FEET TO A POINT; THENCE, NORTH 74 DEGREES 57 MINUTES 08 SECONDS EAST A DISTANCE OF 10.00 FEET TO A POINT IN THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF NORTH HILL STREET; THENCE, SOUTH 15 DEGREES 02 MINUTES 52 SECONDS EAST A DISTANCE OF 58.78 FEET TO A POINT; THENCE, ALONG A PROPOSED RIGHT-OF-WAY LINE MITER, SOUTH 27 DEGREES 22 MINUTES 37 SECONDS WEST A DISTANCE OF 47.71 TO THE **POINT OF BEGINNING**; SAID TRACT OR PARCEL OF LAND HAVING AN AREA OF **1,410 SQUARE FEET**.

EXHIBIT B

EXHIBIT C

- 1) Choi Diand Suk d/b/a Sam's Package

Motion/Second by Flowers-Taylor/Ray to adopt a resolution authorizing declaration of taking for permanent and temporary easement rights, including the right of immediate possession for construction on Right Of Way for the North Hill Street at Northside Drive and Tuskegee Avenue intersection improvements and bridge projects. Motion carried unanimously by all.

14. Consider a Resolution to acquire property from the State Property Commission.

Mr. Wilson stated that historically deeded the property for the RYDC across from Public Works and the Diversion Center located across from the

Sheriff's Office to the State of Georgia in the 70's and 80's. The land was deeded at no charge for them to construct the buildings that are currently on the property. Since then the State of Georgia has vacated the premises and rather than the state selling them off to somebody that we don't know we would like to reacquire those properties since they are adjacent our facilities.

Mr. Wilson advised that the RYDC would probably be torn down because it has been vandalized over the years, but the Diversion Center could be utilized. Waypoint Griffin has expressed an interest in utilizing that facility.

The State will transfer these properties back to the County upon receipt of the resolution.

Mr. Fortune advised that the Resolutions have been drawn in a way to satisfy the requirements of the State of Georgia and we will pay them \$10.00 and they will deed back the two tracts of property to the County.

RESOLUTION TO SPALDING COUNTY BOARD OF COMMISSIONERS

WHEREAS, Spalding County conveyed to the State of Georgia two tracts of real property more described in Exhibits A and B attached hereto; and

WHEREAS, the State of Georgia used said tracts of real property to operate a youth detention center as well as a diversion center; and

WHEREAS, the State of Georgia has ceased to use both tracts of real property for the aforesaid purposes; and

WHEREAS, Spalding County has requested that the State of Georgia convey both tracts of real property back to Spalding County upon payment of \$10.00 and other valuable consideration; and

WHEREAS, Spalding County agrees that so long as it has title to said tracts of real property that the County will take no action or fail to take any action that would jeopardize the tax exempt status of the bonds;

NOW, therefore, be it resolved by the Spalding County Board of Commissioners that it shall accept the conveyance of the real property from the State of Georgia for the real property described in Exhibits A and B attached hereto.

BE IT SO RESOLVED this _____ day of _____, 2017.

Motion/Second by Flowers-Taylor/Ray to adopt a Resolution to acquire property from the State Property Commission. Motion carried unanimously by all.

15. Consider request to declare surplus 60.52 acres off Hollonville Road.

Mr. Wilson stated that we have been approached by someone who would like to acquire the 60.52 acres of land locked property owned by Spalding County on Hollonville Road. He stated that he had provided a synopsis on the property, it originally had been where the Water Authority was going to construct a water treatment facility and draw water out of the Flint River we are no longer able to do that and we have given up the rights to withdraw water from that river.

Several years ago L&S Land Company who had granted us approximately 6 acres of right of way to access this property asked for the easement back since we had never developed a road and the Commissioners gave the property back to them. The person who purchased all of the property around this parcel from L&S Land Company has asked to purchase this property.

Mr. Fortune then address the steps for declaring the property surplus. Once the property is declared surplus the Tax Assessors Office will determine the value of the property and that will be the minimum bid for the property on the courthouse steps. The perspective purchaser will be required to provide a check in the amount of the minimum bid in order for the property to be offered on the courthouse steps. We will then advertise and sell the property on the courthouse steps to the highest bidder.

Motion/Second by Ray/Johnson to declare surplus 60.52 acres off of Hollonville Road. Motion carried unanimously by all.

16. Consider cancellation of the July 3rd, 2017 Board of Commissioner's meeting due to the observance of the Independence Day holiday.

Motion/Second by Ray/Flowers-Taylor to cancel the July 3rd, 2017 Board of Commissioners meeting due to the observance of the Independence Day holiday. Motion carried unanimously by all.

17. Consider a resolution to submit an application for consideration to the Atlanta Regional Commission to fund the relocation of SR155 from Jackson Road down CR498/McDonough Road to SR16 Corridor and reroute truck traffic from the historic downtown district of the City of Griffin.

This is a joint application between the City of Griffin and Spalding County for relocation of SR155 from Jackson Road down CR498/McDonough Road to the SR16 Corridor and will reroute truck traffic from the downtown district of the City of Griffin. This is part of the Atlanta Regional Commission Transportation Improvement Program call for projects. We have two projects that we have submitted and this is one of them to be jointly funded 50/50 by the City and County.

RESOLUTION OF COMMITMENT TO IMPLEMENT PROJECT

WHEREAS, it continues to be the desire of Spalding County to support the development and enhancement of its corridors as a means to create efficient freight and vehicular movement, reduction in downtown freight congestion, and improvement of public safety; and

WHEREAS, the Atlanta Regional Commission (ARC) has released a call for applications for 2017; and the County desires to submit an application for consideration to fund the relocation of SR155 from Jackson Road down CR498/McDonough Road to SR16 Corridor; and

WHEREAS, the purpose would be to enhance the corridor. The emphasis of the project would be to improve traffic flow by providing a direct route from Jackson Road to SR16 and reroute truck traffic from the historic downtown district of the City of Griffin.

WHEREAS the current route is extremely destructive to the historic business district infrastructure and is detrimental to business traffic and commerce in the City of Griffin; redirecting this truck traffic down North McDonough to SR16 provides a more direct route through the City without having to make 90 degree

turns off and onto two-lane City streets;

WHEREAS, the grant agreement for Federal financial assistance, if awarded, will impose certain obligations upon Spalding County, and may require Spalding County to provide the local share of the project cost; and

WHEREAS, Spalding County will provide all necessary certifications and assurances to the ARC required for the project;

NOW, THEREFORE, BE IT RESOLVED that the Spalding County Board of Commissioners authorize the filing of a grant application with the Atlanta Regional Commission, in an amount of \$12,840, 200,000.00;

1. That Spalding County will provide the required 20% match for this project should grant funds be awarded.
2. That the Chairman of the Spalding County Board of Commissioners is authorized to execute and file an application for Federal assistance on behalf of Spalding County with the Atlanta Regional Commission.
3. That the Chairman of the Spalding County Board of Commissioners is authorized to execute and file the necessary certifications, assurances and other documents the Atlanta Regional Commission may require before awarding a Federal assistance grant.
4. That the Chairman of the Spalding County Board of Commissioners is authorized to execute the grant and other agreements with the Atlanta Regional Commission on behalf of Spalding County.

This the 5th day of June, 2017

Bart Miller, Chairman
Spalding County Board of Commissioners

Motion/Second by Ray/Flowers-Taylor a resolution to submit an application for consideration to the Atlanta Regional Commission to fund the relocation of SR155 from Jackson Road down CR498/McDonough Road to SR16 Corridor and reroute truck traffic from the historic downtown district of the City of Griffin. Motion carried unanimously by all.

18. Consider a resolution to submit an application for consideration to the Atlanta Regional Commission to fund a study of transportation connectivity, traffic operations and safety, critical intersection identification and assessment, traffic/crash data related to freight movement in Spalding County.

The State of Georgia is working on a designated truck lane from Savannah to Atlanta and we would like to be part of that transportation study which would also include a possible interchange at Jenkinsburg Road.

RESOLUTION OF COMMITMENT TO IMPLEMENT PROJECT

WHEREAS, it continues to be the desire of Spalding County to support the development and enhancement of its corridors as a means to create efficient freight movement, reduction in congestion, and improvement of public safety; and

WHEREAS, the Atlanta Regional Commission (ARC) has released a call for

applications for 2017; and the County desires to submit an application for a study that encompasses a rail freight intermodal connector (the Norfolk Southern Griffin Yard), a freight intermodal connector at a pipeline terminal (Trans Montaigne Pipeline Terminal, truck routes (SR155 & SR16), Lakes of Green Valley Industrial Park and the future Griffin-Spalding Airport; and

WHEREAS, the purpose would be to analyze of transportation connectivity, traffic operations and safety, critical intersection identification and assessment, and traffic/crash data related to freight movement in and through Spalding County.

WHEREAS, the grant agreement for Federal financial assistance, if awarded, will impose certain obligations upon Spalding County, and may require Spalding County to provide the local share of the project cost; and

WHEREAS, Spalding County will provide all necessary certifications and assurances to the ARC required for the project;

NOW, THEREFORE, BE IT RESOLVED that the Spalding County Board of Commissioners authorize the filing of an application with the Atlanta Regional Commission, in an amount of \$300,000.00;

5. That Spalding County will provide the required 20% match for this project should grant funds be awarded.
6. That the Chairman of the Spalding County Board of Commissioners is authorized to execute and file an application for Federal assistance on behalf of Spalding County with the Atlanta Regional Commission.
7. That the Chairman of the Spalding County Board of Commissioners is authorized to execute and file the necessary certifications, assurances and other documents the Atlanta Regional Commission may require before awarding a Federal assistance grant.
8. That the Chairman of the Spalding County Board of Commissioners is authorized to execute the grant and other agreements with the Atlanta Regional Commission on behalf of Spalding County.

This the 5th day of June, 2017

Bart Miller, Chairman
Spalding County Board of Commissioners

Motion/Second by Ray/Flowers-Taylor a resolution to submit an application for consideration to the Atlanta Regional Commission to fund a study of transportation connectivity, traffic operations and safety, critical intersection identification and assessment, traffic/crash data related to freight movement in Spalding County. Motion carried unanimously by all.

XII. REPORT OF COUNTY MANAGER

- Lanier Boatwright, Executive Director of Three Rivers Regional Commission is retiring after 40 years. His retirement Celebration is scheduled for Thursday, June 8th from 1:00-4:00 p.m. in the Banquet Room at the Griffin Welcome Center.
- 4H Youth in Governance was held in the Meeting Room this morning. He

thanked Vice Chairman Ray and Sheriff Dix for attending. There were approximately 22 -4H members who attended.

- Doug Krepps resigned from the Water Authority and we need nominations to fill his appointment. His term will expire on December 31, 2021.
- Dr. Bruce Reid who is on the Board of Health has retired from practice and therefore is no longer a practicing physician. We will need to replace Dr. Reid.
- Kenda Woodard, Main Street, has resigned her position and will be leaving on June 16th and Kenwin Hayes, COG DDA Director will be leaving his position on June 30th. The City of Griffin is having a Meeting on Tuesday, June 13, at 8:00 a.m. to discuss these positions and the Chamber Executive Director position.
- SPLOST Collections - 13 month average is \$712,161 we are hitting and exceeding that goal. Moving forward with the SPLOST projects he will have an update at the end of this month.

XIII. REPORT OF COMMISSIONERS

Commissioner Donald Hawbaker

- Congratulated the Biggest Loser winners, stated that the contest was a lot of fun and he looks forward to doing it again next year.
- Thanked Public Works for their responsiveness and good work on Cecil Jackson Road. He further stated that if the TSPLOST passes this road will be ranked high on the list of dirt roads to be paved.
- Thanked Kathy Gibson for being on top of things that need to be done all of the time.
- Stated that he was proud to participate in the events around Memorial Day.

Commissioner Gwen Flowers-Taylor

- No Comment.

Commissioner Raymond Ray

- Thanked Parks and Rec, the VFW and all of the organizations involved in setting up the Memorial Day Celebration. It was an honor to attend.

Commissioner Rita Johnson

- Looking forward to the Pickleball complex being completed and the first tournaments getting underway.

Chairman Bart Miller

- Congratulated Wendy Law on her promotion to Human Resource Director.
- Thanked the Public Works Department for all that they do on maintain the dirt roads, especially in his district.
- Thanked Kathy Gibson for all of her assistance in preparing for the meetings.

Mr. Wilson reminded everyone of the meeting with the Cities on June 19th at 4:00 p.m. to discuss TSPLOST. The Board of Commissioner's Workshop to discuss TSPLOST projects is scheduled for June 21st at 10:00 a.m.

XIV. CLOSED SESSION – None.

XV. ADJOURNMENT

***Motion/Second by Ray/Johnson to adjourn the meeting at 7:36 p.m.
Motion carried unanimously by all.***

/s/ _____
Bart Miller, Chairman

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