

MINUTES

The Spalding County Board of Commissioners held their Regular Meeting in Room 108 in the Courthouse Annex, Monday, February 1, 2016, beginning at 6:00 p.m. with Chairperson Rita Johnson presiding. Commissioners Bart Miller, Raymond Ray and Donald Hawbaker were present. Commissioner Gwen Flowers-Taylor was absent from the meeting. Also present Assistant County Manager, Eric Mosley, County Attorney, Jim Fortune and Executive Secretary, Kathy Gibson to record the minutes.

I. OPENING (CALL TO ORDER) by Chairperson Rita Johnson.

II. INVOCATION led by Commissioner Donald Hawbaker.

III. PLEDGE TO FLAG led by Commissioner Bart Miller.

IV. PRESENTATIONS/PROCLAMATIONS

1. Consider Proclamation designating February 3rd, 2016 as PrepareAthon! Day in Spalding County, Georgia.

Deputy Chief Glen Polk was present to accept the Proclamation designating February 3rd, 2016 as PrepareAthon Day in Spalding County. Deputy Chief Polk stated the Spalding County Office of Homeland Security partnered with FEMA on this initiative. He advised there would be representatives from FEMA at the press conference on Wednesday, February 3rd at 10:00 a.m. and he invited the Commissioners to attend the Press Conference as well. Deputy Chief Polk stated that this exercise is performed annually for our school system, but this year the initiative will include the community as a whole.

Eric Mosley, Assistant County Manager, advised that Spalding County is being recognized as a trend setter by taking on this PrepareAthon. It is a new program for FEMA, and he was told that Spalding County was mentioned in a White House briefing last week as being one of the first in the nation to conduct such an event.

2. Quimby Melton III, Chairman of the Honor Our KIA Committee to make a presentation.

Mr. Melton stated that the Honor Our KIA Committee wanted to thank the Board for their commitment and the support given to this cause. The KIA Committee wants to honor the 154 men and one lady who died in action in World War I and II, Korea, Vietnam and also the War on Terror. The goal of this group is to recognize these individuals as heroes within our community. It is the hope of this organization to remember these individuals by how they lived, not simply by how they died. Mr. Melton then presented certificates to the Commissioners for their support of this Committee.

3. Wade Hutcheson, County Extension Coordinator, will present and overview of the services provided by the UGA Extension Spalding County Office, the programs offered and plans for the future.

Mr. Hutcheson stated that UGA Extension is a public service and outreach arm of the University of Georgia that provides unbiased, research-based information to Georgians in many different subjects. The overall goal of the extension office is to improve the quality of life for all Georgians by making them healthier, more productive, financially independent and more environmentally responsible.

He added that Cooperative Extension services are offered to every county in the State of Georgia and currently there are only three counties that are completely without an extension presence. The word "Cooperative" is a very important part of our name, this word refers back to the cooperative nature in which federal, state and local governments partner together to make these services a reality. There is funding at all three levels of government.

The Spalding County Cooperative Extension serves through the UGA Department of Agriculture and Environmental Sciences along with the College of Family and Consumer Sciences. We also have at our disposal the expertise of the other colleges under the UGA umbrella. We have access to research being performed by scientists all over the state, many of whom are located right here on the UGA Griffin Campus; however, that is not the only research farm in the state.

Mr. Hutcheson stated that the needs of the local community are important to our process, we are involved in need assessments which include utilization of Advisory Boards, Program Development Teams. Local government input along with the numerous community partners that we align with to identify the needs particular to our community. These assessments are ongoing throughout the year.

The three areas that Cooperative Extension focuses on are: Agriculture and Natural Resources, 4H Youth Development and Family and Consumer Sciences. We currently have two of these three program areas covered within the Spalding County Cooperative Extension Office with an Extension Agent.

Mr. Hutcheson advised that he deals with the Agriculture and Natural Resources area of services to Spalding County. Agriculture is still Georgia's number one industry. Annually the Agricultural business in the State of Georgia generates more than \$72.5 billion of

Georgia's \$786.5 billion economy. There is agriculture in each and every Georgia County. Agriculture is the main driver in Georgia's economic engine.

Mr. Hutcheson stated that his office, in conjunction with other state offices, produces a Farm Gate Value Report annually. The Spalding County 2014 Farm Gate Value was \$9.65 million. The top five commodities reported were livestock, poultry, row crops (wheat, soybeans, clover, millet, and lespedeza), forestry and ornamental horticulture. We have an active livestock industry within the County and we still have one operating dairy in the County.

Along with service to production agriculture, Mr. Hutcheson stated that he provides a lot of teaching and instruction and problem solving to homeowners and property owners on horticulture, soil fertility, pest id and management along with numerous other topics. Common lab services available to the public through the Extension office are soil sampling, water testing and forage testing.

Mr. Hutcheson advised that some of the upcoming programs include our Home Grown series this is an assortment of horticultural classes designed to make those with home landscapes and backyard gardens more productive in what they are doing and a little more environmentally responsible. We have started our 2016 Master Gardner Extension Volunteer Program and our Forage School begins in March.

Mr. Hutcheson stated that they have an ongoing Sustainable AG Program and the next workshop will be a backyard flock workshop which is directed toward those who would like to have poultry at home. They recently started a Beekeepers Association to fill a void that existed between South Metro and Albany. Our membership started strong with 43, and has grown to over 100 in just one year.

The second program through the Spalding County Extension office is the 4H program. The mission of the 4H program is to assist youth in acquiring knowledge, developing life skills and forming attitudes that will enable them to become self-directing, productive and contributing members of society. We have an enrollment this year of over 1000 4H'ers, ages 5 through 12. We are in every elementary school and middle school within the public system. We also meet at Griffin Christian Academy and the high school. For the children who are home schooled, we have available to them our monthly Cloverleaf Council and County Council.

Through our 4H program we are able to offer 7 project clubs. All of the project clubs are volunteer led. We have over 50 certified volunteer leaders, acting either as a project club leader or in some other capacity. All of the volunteer leaders undergo lengthy background checks as well as annual risk management training.

The last program area, we do not currently have an agent assigned to is Family and Consumer Sciences. This program was formerly referred to as the Home Economist. We currently do not offer this program area, but it is structured to assist in everyday life categories such as food, family, finances, health and home.

Mr. Hutcheson then reviewed his staff along with each individual's duties, responsibilities and the programs for which the staff member

is responsible. He reviewed the total outside funding received in 2015 and the funding partners to this program. He reminded everyone that they are located in their new offices at 835 Memorial Drive and are proud of their new facility. He advised that the seating capacity for this facility is 108 and they have enough tables and chairs to seat 65 students at any given time. He stated that they utilize the Old Mill Range Complex, the Kiwanis fairgrounds for a horse arena and the Dundee Lake House.

4. Janie Clark, Chairman of the Council on Aging to present the Council's future plans.

Mr. Mosley advised that Ms. Clark notified him that she had a conflict and asked that the presentation be moved to the February 15 meeting.

5. Robert Hiatt with Three Rivers Regional Commission to make a presentation on the function of the Three Rivers Regional Commission Workforce Board.

Mr. Hiatt stated that the purpose of his appearance here this evening is to give a short presentation on the Workforce Innovation and Opportunity Act and an overview on the function of the Three Rivers Regional Commission Workforce Board.

The Workforce Investment Program is a job training program. The Three Rivers Region is a single Region for Workforce Investment. The purpose of this program is to educate, train and offer support services to job seekers to assist in their finding employment. The purpose of this Workforce is to match employers with skilled works to compete in the global economy.

The Three Rivers Commission Workforce Commission partners with companies in the community to insure that we are training for jobs that are needed within the community. This insures that once the individual is trained there should be a local job available to them. We do work with employers, we do some on the job training and we also do some incumbent worker training which a skill level upgrade. The actual training is delivered through one of our major partners, Southern Crescent Technical College. Additionally, we do offer transportation services to the participants to assist them in getting to the training.

There are two levels of oversight for this program: the first level of oversight is from the local elected officials, the Chief Elected Officials Organization this consists of the Chairman of the each County Commission within the Three Rivers Region and a Mayor from each county within the region. Periodically, there is a poll taken among the mayors within the counties that contain more than one city to see if there is another mayor who may be interested in being a part of this organization. The other role of the Chief Elected Officials is to appoint Workforce Board Members which is the second level of oversight for this program.

The annual budget for the region is \$3.5-\$6 million, received in two rounds of funding yearly. One round of funding is for adult services and one round of funding is for youth services. If all of the funding is

not utilized in one year, it can roll over to the next year which will push the budgeting amount for any given year.

The Chief Elected Officials and the Workforce Board Members approve career centers and One Stop Operators (for this area the Department of Labor serves as the One Stop Operator). This organization has to certify the Department of Labor, if we fail to certify it, it loses all of its money to operate except to pay the staff. Additionally, this group approves Memorandums of Understanding and other resource agreements to keep the program operating.

They serve adults ages 18 and over, dislocated workers and youth who have been laid off or their unemployment insurance has expired. The organization will work with this population in order to get them retrained with the ultimate goal of getting them employed.

Historically we have done a lot of work with in-school youth; however, the law changed in 2015 and our focus has had to change to focus more on working with out-of-school youth. Now we are charged with locating that out of school youth, matching them up with a training program and encouraging them to complete the program and ultimately get a job.

Mr. Hiett added that in FY2015 this program spent a little over \$800,000 training Spalding County Citizens for employment. Paxen Learning Corporation is the Youth Services Contractor for Spalding County and approximately 200-300 youth cycle through this program annually.

6. Griffin-Spalding Business and Tourism Association Inc. presentation regarding proposed consolidation of the Destination Marketing Organization.

Mr. Daa'ood Amin, Chairman of the Main Street Advisory Board and Ms. Kenda Woodard, Executive Director of Main Street were present. Mr. Amin stated that they are on the Agenda for tonight, but there was an email sent out by Ms. Woodard last week regarding the DMO MOU inquiring if everything was okay with the MOU and the response from the County Manager indicated that there were a number of questions regarding the MOU. At this time, he asked the Board to place them on the February 15 agenda and give them time to meet with the County Manager and staff to discuss the issues surrounding the Griffin-Spalding Business and Tourism Association.

Jim Fortune, County Attorney, stated that William Wilson, County Manager had asked him to look into whether the DMO had to be in place at the time legislation was passed to raise the Hotel/Motel Tax. Mr. Fortune advised that he had talked with Jonathan Sharpton of the DCA, who stated that the DMO did not have to be in place prior to legislation being passed; however, it would have to be in place prior to implementation of the Hotel/Motel tax.

Mr. Amin and Ms. Woodard then asked that this presentation be tabled until the February 15 meeting.

Motion/Second by Miller/Ray to table the Griffin-Spalding Business and Tourism Association Inc. presentation regarding proposed consolidation of the

Destination Marketing Organization until the February 15, 2016 meeting.

As part of the discussion, Commissioner Ray asked why they had requested the presentation be tabled until the next meeting. He stated that if Mr. Amin and Ms. Woodard met with the County Manager and staff and resolved all of the questions surrounding the MOU, then the MOU could be considered at the next meeting.

Mr. Amin stated that it was the same presentation that was presented to the Board at a previous meeting.

Commissioner Ray stated he doesn't understand why the presentation should be tabled. The issues with the MOU are separate from the presentation and the answers to the questions regarding the MOU will not be answered in a Board meeting, they would be discussed and settled prior to the MOU being presented to the Board. Thus his question, why are we tabling the presentation.

Mr. Mosley stated that the concerns expressed by staff regarding the MOU will be discussed at a later time. He further stated that the presentation might assist in making things clearer going into these discussions.

Commissioner Miller rescinded the motion to table. Commissioner Ray withdrew his second.

Ms. Woodard stated that they had made a presentation back in December to consolidate Spalding County with the City's current DMO (Destination Marketing Organization) which is the Griffin Business and Tourism Association. The consolidated DMO would be called the Griffin-Spalding Business and Tourism Association.

Ms. Woodard added that as a part of that presentation, the changes to HB1168 were discussed. This bill went into effect in July of 2008 and authorized local municipalities to go up to 8% on their Hotel/Motel tax. This house bill laid out requirements for amounts received over 5% those requirements being that the governing body would have to expend 50% of the excess over 5%, of the taxes collected, promoting tourism, conventions and trade shows by a Destination Marketing Organization designated by the local government. Any excess not expended by the DMO would have to be expended promoting tourism related projects. The City of Griffin established the GBTA in 2004 when they increased their Hotel/Motel Tax to 7% and the City is proposing that Spalding County join that DMO.

The purpose of the Griffin DMO is to promote tourism, trade conventions for the City of Griffin, to study and investigate and develop plans for improving business and tourism in the City and County, to advise and recommend plans to the Board of Directors and to promote public interest, in general, in business and tourism in the county.

Ms. Woodard stated that the Welcome Center Budget is \$110,000 annually. Of which they receive some revenue and the remainder is taken out of the City of Griffin's General Fund. She then stated what the City would be responsible for according to the MOU. The revenue income of approximately \$10,000 which is generated by renting out

rooms in the Welcome Center would be retained by the City to offset the costs of expenses. She then reviewed what would be asked of the County under this agreement and the GSBTA responsibilities.

Mr. Woodard advised that the current GSBTA budget is split between the Main Street Program and the Welcome Center. The entire \$110,000 budget for the Welcome Center will continue to be paid for by the City of Griffin. She then covered the Executive Director position and the responsibility of the Board Members and who would make up the Board. The agreement calls for both the City and the County to place all of their restricted funds in the GSBTA.

Commissioner Ray asked why the School System does not receive any of these funds as they run the Auditorium. He stated that they should receive some of the funding because what they are doing with the Auditorium makes it a community asset.

Ms. Woodard stated that the auditorium can be considered for funding, all of the money will be deposited in GSBTA and the Board that governs them Association will make the determination as to where the money will be spent. So all that needs to happen is the School Board will need to make a request to that GSBTA board for funding. She added that based on the events that are held at the Auditorium and based on the fact that people come from other municipalities to participate in the choral arts held at this location, the County could have made decisions in the past to fund some of those activities.

Commissioner Ray asked why the School System/Auditorium was not included in the MOU to be a member in the DMO.

Mr. Mosley stated that the City and the County are the ones who are providing the funding for the DMO and that is why the members of the Board are City and County members.

Mr. Mosley then asked who currently serves on the City of Griffin DMO.

Ms. Woodard advised that the City of Griffin Board is currently comprised of Main Street Board Members, City Attorney, the City Manager and some Downtown Council members.

Mr. Amin stated that the City will continue to carry the financial responsibility for the Welcome Center. The items spelled out in the MOU for cleaning and painting of the Welcome Center are negotiable. If the County doesn't want to participate in those functions, it's not a deal breaker.

V. PRESENTATIONS OF FINANCIAL STATEMENTS

1. Consider approval of financial statements for the six months ended December 31, 2015.

Jinna Garrison, Administrative Services Director, stated she would be happy to answer any questions that the Board may have regarding the financials.

Motion/Second by Hawbaker/Ray to approve the financial statements for the six months ended December 31, 2016. Motion carried unanimously by all.

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.

Sean Southerland, 85 Gainer Road, asked to approach the board with pictures of the situation on which he wanted to speak. Mr. Southerland stated he and his wife pay approximately \$8,000 in property tax to Spalding County and when you add in the ad valorem and tags it is very close to \$10,000 a year. The gentleman who resides at 75 Gainer Road pays zero in property tax as he rents the building in which he resides from the gentleman who resides at 2195 S. Walkers Mill Road. He also provided pictures of the driveway to 2195 S. Walkers Mill Road.

The man at 75 Gainer Road is the same man who had over 30 dogs at his house last year that were addressed by community groups and animal control. The reason Mr. Southerland is here again is because the method we are using to enforce the ordinances of this county are not working. Either our enforcement is not frequent enough, or our fines are not sufficient enough to result in change. The individuals in this home continue to violate the ordinances, and enough has not been done to encourage them to comply with the law.

If you look at the pictures there is a trash pile at the corner of the trailer where this man takes his trash and dumps it outside of the house instead of taking it to the dump that is less than a mile down the road. He further stated that his trash pile is about half the size of the untagged vehicle with the tires stacked on top of it shown in the picture. He stated that he had talked with Code Enforcement and he doesn't in any way to reflect on the job that they do; however, when you have a house like this one, he feels that it should be put on some type of a check system so that it is periodically checked for violations.

JoAnne Southerland, 85 Gainer Road stated that she wasn't here to address Code Enforcement issues. She stated that she is here to discuss her family's safety. She stated that although her house is located in the woods, to the left of her home, to the right of her home and in back of her home there are other houses and streets. The man who lives at 75 Gainer Road and the man who resides at 2195 South Walkers Mill Road love to shoot guns. The problem is they are only about 50' from her house. Their bullets go into the garage, the side of the house, they come through the windows and when the Sheriff's Office is called, nothing happens. A bullet came through the kitchen, went into the living room and into the fireplace. My husband was talking about Code Enforcement, I am talking about law enforcement.

Reckless conduct, gross deviation from a standard which is reasonable. She feels that it isn't reasonable that she has to worry about getting shot in her garage, while walking the dogs in her yard or in her woods. She stated that she has to worry about getting shot. She further stated that she is

afraid that she or someone else is going to be found dead in the woods because the Spalding County Sheriff's Office chooses not to do anything about this problem when they are called.

The second item she wanted to discuss is 694 South Walkers Mill. It appears they have built a horse arena on this property. This property is located 1.7 miles from their house and the last party they hosted was on a Sunday, she and her husband could hear every word from their music at their house 1.7 miles away. She stated that she had a recording of the event and they were so loud that she could understand everything that they were saying. She said that they must have had a permit from Spalding County. She called the Spalding County Sheriff's Office and the Sargent on duty decided to deviate from the law.

She is asking that Code Enforcement be more diligent in addressing the problems as described by her husband and something be done with regard to Law Enforcement ignoring her requests for assistance when her neighbors are shooting at her home. She stated that she is fearful that she is going to get shot and she is glad that she is here on record advising the Board of shots being fired within 50' of her home. Maybe the Board can get them to do something that she nor her husband can't seem to get them to do. They have called numerous times, police reports are on file and she just doesn't know what it is going to take to someone to do something.

Joe Bailey, 4079 Newnan Road, Griffin. Discussed Recycling Center. Mr. Mosley has set up quite a few stings which have caught a number of violators. Recycling Centers are not a luxury they are a necessity.

VII. MINUTES –

1. Consider approval of minutes of the January 4, 2016 Spalding County Board of Commissioners Regular Meeting, the January 28, 2016 Spalding County Board of Commissioners Special Called Meeting and the January 28, 2016 Spalding County Board of Commissioners In Rem Public Hearing.

Motion/Second by Ray/Miller to approve the minutes of January 4, 2016 Spalding County Board of Commissioners Regular Meeting, the January 28, 2016 Special Called Meeting and the January 28, 2016 Spalding County Board of Commissioners In-Rem Public Hearing. Motion carried unanimously by all.

VIII. CONSENT AGENDA – None.

IX. OLD BUSINESS –

1. Consider appointment to the Three Rivers Regional Commission Workforce Board.

Mr. Mosley advised that this appointment is one that will need to be made by the Chairman and the Mayor from the City of Griffin. He requested that the appointment be tabled until a nomination is received to fill this vacancy on the board.

Motion/Second by Ray/Miller to table the appointment to the Three Rivers Regional Commission Workforce Board until a nomination can be made by the Chairman of the Board and the Mayor from the City of Griffin. Motion carried unanimously by all.

2. Consider appointment to the Region Six DBHDD (Department of Behavioral Health and Developmental Disabilities) Planning Board to succeed Marilyn Roberts for a three year term ending December 31, 2018.

Mr. Mosley advised that no nomination had been place in the book for fill this position, request that the appointment be tabled until the next meeting.

Motion/Second by Ray/Hawbaker to table the appointment to the Region Six DBHDD (Department of Behavioral Health and Developmental Disabilities) Planning Board until the February 15, 2016 meeting. Motion carried unanimously by all.

3. Consider appointment to the Spalding County Library Board of Trustees to succeed Cheryl Walker for a four year term to expire 12/31/2019.

Mr. Mosley stated that this appointment had been tabled at the last meeting to allow additional time to receive nominations. There are two individuals in the book from the January meeting for consideration, no new nominations have been received for this appointment.

Mr. Fortune advised that the nominees in the book could be considered in the order that their nomination was received, unless the Board wishes to table the appointment again pending additional nominations.

Commissioner Hawbaker stated that it was at the request of Commissioner Flowers-Taylor this appointment was tabled at the last meeting, if there have been no new nominations then we should appoint from the nominees currently in the book.

Commissioner Ray agreed that we should move forward.

Mr. Mosley advised that the first name in the book is Elmyra Williams, her nomination was placed in the book on December 29, 2015, and he stated that she is a retired nurse.

Mr. Fortune asked that all in favor of Ms. Elmyra Williams please raise your hand.

No action was taken by the Board on this nomination.

Mr. Mosley then advised that the second name in the book is Joy Mosley, her nomination was placed in the book on December 31, 2015. Ms. Mosley is a stay at home mom and a teacher who has a BS in Elementary Education and MS in Literacy.

Mr. Fortune asked that all in favor of Joy Mosley please raise your hand.

Motion/Second by Hawbaker/Ray to appoint Joy Mosley to the Spalding County Library Board of Trustees to

succeed Cheryl Walker for a four year term to expire 12/31/2019. Motion carried unanimously by all.

4. Consider appointments to the Griffin-Spalding County Animal Care & Control Advisory Board to succeed Gayle Hawbaker (Post #3) for a one year term ending December 31, 2016.

Chairperson Johnson reappointed Gail Hawbaker to the Animal Care and Control Advisory Board (Post #3) for a one year term ending December 31, 2016.

X. NEW BUSINESS:

1. Consider on first reading an Ordinance to amendment to Part VII, Chapter 1, Section 7-1002 to reduce the speed on Rover Road from 35 M.P.H. to 25 M.P.H.

Mr. Mosley advised that this Ordinance was drafted in response to a request made by Commissioner Miller to reduce the speed on Rover Road to Moreland Road. The matter was sent to the Sheriff's Office and the Sheriff responded that he does not have a problem with the Speed Limit being reduced on this section of Rover Road. This is the first reading of this ordinance amendment.

Motion/Second by Ray/Miller to approve on first reading an Ordinance to amend Part VII, Chapter 1, Section 7-1002 of the Spalding County Code of Ordinances to reduce the speed on Rover Road from 35 M.P.H. to 25 M.P.H. Motion carried unanimously by all.

2. Consider request of Ultima at Griffin, LLC for reimbursement of overpaid taxes for 2013 and 2014 with statutory interest in the amount of 12% per annum since the date of the original tax payment.

Mr. Fortune advised that Don Long, Chief Tax Appraiser, was present to explain the situation. He further advised that he is recommending the reimbursement be denied and Mr. Long is here to tell you why.

Don Long, letter received in November addressed to Chairperson Rita Johnson. He is recommending that the Board vote no to this request which will give them a year, if they do not agree to this decision of the Board, to appeal to the Superior Court. The building is actually located between two lots. Ultima is a medical building is located on both the two lots and we have it assessed correctly.

Motion/Second by Hawbaker/Ray to deny the request from Ultma at Griffin LLC for reimbursement of overpaid taxes for 2013 and 2014 with statutory interests in the amount of 12% per annum since the date of the original tax payment. Motion carried unanimously by all.

3. Consider proposal for Asbestos Abatement Project Management Services from Life Environmental Services Inc.

Mr. Mosley stated that this company is owned by Randy Haney who has worked with the County in the past. Mr. Haney performed the

asbestos abatement management on the old Hills Tire Store building, Oxford Square Shopping Center and the portion of the old Fairmont School that was demolished for the community garden. We will be paying for these services with the 2015 SPLOST bonds for abatement on the Fairmont Heritage Park renovation. Estimated cost of for this project is \$6,700.

Mr. Haney will oversee the asbestos abatement on these projects, make sure that the materials are disposed of appropriately and issue a certificate to the County stating that the asbestos was abated and disposed of as directed by federal law. This assures the Federal Government that the County has met all of the requirements for asbestos abatement and insures that there will be no problems in the future.

Motion/Second by Ray/Miller to approve Life Environmental Services as Asbestos Abatement Project Management Services for the Fairmont Heritage Park renovation. Motion carried unanimously by all.

Life Environmental Services, Inc.

January 26, 2016

Mr. William Wilson
County Manager
Spalding County, Georgia
119 East Solomon Street
Griffin, GA 30223

Re: Asbestos Specifications Proposal for: Old Fairmont School Renovation/Demolition

Dear Mr. Wilson,

Life Environmental Services, Inc. (Life) is pleased to submit this proposal to provide Asbestos Removal Specifications, waste characterization, and Project Monitoring at the above referenced site located in Spalding County, GA.

SCOPE OF WORK

Preparation of Bid Documents

Life proposes to develop contract documents to consist of the following:

- Bid documents
- General and supplementary conditions
- Technical specifications and scope of work

Bid documents shall be approved by an EPA-accredited Asbestos Project Designer, herein the Designer.

The contract documents proposed by Life will be a National Institute of Building Sciences (NIBS) formatted document, and will contain the following: Bid documents (invitation to bid and bid form); General conditions (bond requirements) insurance requirements, conditions of work, contractor responsibility, liquidated damages, etc.); technical specifications (scope of work, project coordination, codes-regulations-standards, submittals, negative pressure requirements, work area prep, worker protection, respiratory protection, decontamination procedures, and work area clearance).

This task includes site visit(s) by the Designer to verify the location, quantity, and condition of ACM in preparation of the asbestos abatement specifications.

Life Environmental Services, Inc.

Subsequent to completing this document, the Project Administrator will be present during the pre-bid contract walk-through to answer any relevant questions pertaining to the asbestos survey and abatement specification. The Project Administrator will evaluate the submitted bids and make recommendations on a contractor.

Project Monitoring

Life shall supply project monitoring personnel to ensure that the project is performed and completed as per the specifications. The project monitor shall be onsite at the beginning of the project and various days to ensure proper removal procedures are implemented. The project monitor shall provide visual and air monitoring clearance at the end of the project.

Waste Characterization

At the request of the client, Life shall collect and have analyzed, a sample for Toxicity Characteristics Leachate Procedure (TCLP) for Lead (Pb) to determine the waste disposal requirements for the demolition waste after asbestos has been removed.

COMPENSATION

Life proposes to provide the abatement specifications and waste characterization for the lump sum total of: \$ 2,200.00.

Life proposes to provide the project monitoring for the daily rate of \$ 450.00/day.
(Life estimates approximately 10 days of project monitoring.)

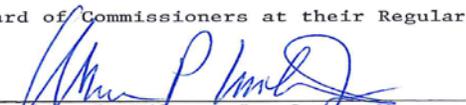
We appreciate the opportunity to provide you with this proposal and look forward to working with you.

Respectfully Submitted,



Randy Haney
Life Environmental Services, Inc.

Approved by the Spalding County Board of Commissioners at their Regular Meeting on February 1, 2016



William P. Wilson, Jr. County Manager

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Page 2 of 2

4. Consider request from the Spalding County Correctional Institution to enter into a Memorandum of Understanding with The Southern Crescent Sexual Assault and Child Advocacy Center for PREA services to the CI.

Mr. Mosley stated that Warden Carl Humphrey is here to answer any questions the Board may have regarding this contract.

Warden Humphrey, CI, stated that this is a federal requirement to comply with the Prison Rape Elimination Act implemented in all prison systems. There is no charge unless we utilize the services. He further advised that in the last 15 years at the CI there have been no cases or allegations of prison rape.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE Spalding County Correctional Institution AND
THE SOUTHERN CRESCENT SEXUAL ASSAULT and CHILD
ADVOCACY CENTER

This agreement is made and entered into this 20th day of January, 2016 between Spalding County, a political subdivision of the State of Georgia, on behalf of the Spalding County Correctional Institution in Griffin (295 Justice Blvd., Griffin, Ga. 30224) and the Southern Crescent Sexual Assault Center (P.O. Box 1788, Jonesboro, GA, 30237).

WITNESSETH:

WHEREAS, the agencies above have a mutual interest in the prevention, detection, reporting and response to sexual assault and sexual abuse under the Prison Rape Elimination Act (May 17, 2012);

WHEREAS, the Spalding County Correctional Institution has the responsibility to protect inmates from sexual assault and sexual abuse and to provide an environment free from retaliation;

WHEREAS, the Southern Crescent Sexual Assault Center has the capacity to assist with victim advocacy and emotional support services; and,

WHEREAS, Spalding County and the Southern Crescent Sexual Assault Center wish to enter into an agreement that provides for coordination and cooperation between the Spalding County Correctional Institution and the Southern Crescent Sexual Assault Center in providing emotional support services and victim advocacy services to the prison population:

NOW THEREFORE, in consideration of the promises and covenants hereinafter set forth, the parties hereto agree as follows:

1. **Scope of Assistance**

(a) Southern Crescent Sexual Assault Center shall provide and/or supervise the following:

- (i) Mailing address and 24-hour toll-free crisis line for victims of sexual assault;
- (ii) Emotional support services, crisis intervention, information and referrals;
- (iii) Information and referral to assist the sexual assault victim and family or household members;
- (iv) Accompaniment and advocacy through medical, criminal justice, and social support systems, including medical facilities, police, and court proceedings.
- (v) Short-term individual and group support services, and comprehensive service coordination and supervision to assist sexual assault victims and family or household members.
- (vi) Linguistically and culturally specific services, to include services for limited English proficient detainees;
- (vii) Services and provisions for the disabled, to include, the deaf, visually impaired or otherwise disabled;
- (viii) The development and distribution of materials on issues related to the services described in clauses (i) through (vii); and,
- (ix) Assistance in filing or filing on an inmates's behalf a request for administrative remedy relating to allegations of sexual abuse.

2. **Reporting**

- (a) The Spalding County Correctional Institution will provide the Southern Crescent Sexual Assault Center with contact information, to include office and cellular phone numbers, for personnel to be contacted in case of a report of sexual abuse or sexual assault (Attachment A). It will be the responsibility of the Spalding County Correctional Institution to update this list as necessary.
- (b) If a report of sexual abuse or sexual assault is received, it is the responsibility of the Southern Crescent Sexual Assault Center to provide immediate notification to the personnel identified in Attachment A.

3. **Staffing**

- (a) The Southern Crescent Sexual Assault Center shall ensure that center representatives have appropriate training and proper credentials to work within the scope of assistance; and
- (b) Ensure that all staff are bound by documented confidentiality requirements as appropriate to their scope of assistance.

4. **Term & Termination**

- (a) Term. This Agreement shall be effective upon the date the parties consent to execute the agreement and shall remain in effect for one year. This Agreement shall automatically renew for consecutive one-year terms until such time as either party provides the other party with thirty (30) days written notice of cancellation.
- (b) Termination. This Agreement may be terminated at any time upon thirty (30) days written notice.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement on this date.

Spalding County, a political
Subdivision of the State of Georgia

Southern Crescent Sexual Assault
And Child Advocacy

By: _____
Rita C. Johnson, Chairperson

Gayla Nobles, Executive Director

Attest: _____

ATTACHMENT A

EMERGENCY CONTACT NUMBERS

Motion/Second by Hawbaker/Ray to approve the request of the Spalding County Correctional Institute to enter into a Memorandum of Understanding with the Southern Crescent Sexual Assault and Child Advocacy Center for PREA services to the CI. Motion carried unanimously by all.

- 5. Consider replacement of HVAC Control System at the Spalding County Correctional Institute.

Mr. Mosley stated that this is a system that has been in need of repair for nearly eight years, he advised that parts have been replaced parts where they were able to be replaced; however, this is at the end of life for this equipment. He then turned the floor over to Warden Humphrey to further explain the need for replacement.

Warden Humphrey advised that the heating and air system is controlled by a computer system. The CI is separated into zones, this system controls the amount of warm or cold air into each zone. The system has become inoperable, the heat and the air basically run full throttle. With the seasonal changes we have been experiencing, we have had extreme heat and cold inside the building. We have had temperatures as high as 95 to 96 degrees inside the building and temperatures as low as 54 degree throughout the institution. The new system will monitor and adjust the heating and cooling based on the actual need. There will be energy cost savings with this new system as the new system will run more efficiently therefore reducing the energy costs.

Mr. Mosley advised that staff believes that the new unit will pay for itself within three years with energy consumption savings. He then stated that we do have money in the Capital Projects Fund to cover the purchase of this system. This fund sets aside \$20,000 annually for emergency purchases. The last emergency purchase that pulled from this fund was the boiler for the Courthouse. The price we have been quoted for this system is actually below the GSA price. The project will take approximately 45 days to install, because it is such a big project. We feel this is something desperately needed at the CI.

Currently we have \$160,000 in the Capital Projects Fund, with an additional \$20,000 contribution that will be made later this year the fund balance will be \$180,000, the cost for this system is \$119,600 all inclusive.



Johnson Controls/York, Inc.
Systems & Services Division
1350 Northmeadow Pkwy, Suite 100
Roswell, GA 30076
Telephone: 770/663-0663
Fax: 770/663-1490

Date: January 12, 2016

To: Terry Tardy
Spalding County
141 W Solomon St
Griffin, GA

Subject: Spalding County Correctional Institute

Dear Terry:

Johnson Controls, Inc. is pleased to offer the following proposal for your consideration. The purpose of this proposal is to provide pricing to install a DDC control system in the Correctional Institute. The scope is as follows:

Network Interface Panel (Total of 1)

- Furnish and install (1) building network controller
- Furnish and install (1) desktop computer
- Computer and network controller to be installed electrical room which can be accessed from outside of building
- *Does not include Ethernet connection to customer's LAN*

Air Cooled Chiller (Total of 1)

- Provide start/stop/status of one (1) air cooled chiller
- Includes start/stop/status of two (2) chilled water pumps
- *Does not include any VFDs for chilled water pumps*
- *Does not include replacement of manual bypass valve*

Tempered Water Utility Plant; Boilers and Hot Water Pumps (Total of 1)

- Includes start/stop/status of two (2) boilers
- Includes start/stop/status of one (2) hot water pumps
- *Does not include VFDs for hot water pumps*

Multizone Air Handling Units; TAG: AHU-1~3 (Total of 3)

- Includes field controller
- Includes four (4) zone temperate sensors per unit
- Includes hot deck and cold deck temperature sensors
- Includes interlock of motorized damper to AHUs
- Includes shut down relay command from existing smoke detector
- *Does not include replacement of hot water or chilled water valves. Replacement of valves proposed in piping renovation project.*
- *Does not include replacement of supply and air return air control dampers. Damper are assumed to be in good working condition.*
- *Does not include replacement of multizone dampers. Assumed to be in good working condition.*
- *Does not include re-engineering of sequence of operations. Existing sequence of operation from mechanical plans dated 1999 to remain.*

Variable Air Volume Air Handling Units; TAG: AHU-4 (Total of 1)

- Includes field controller
- Includes discharge air temperature sensor
- Includes discharge air pressure sensor
- Includes low limit switch
- Includes mixed air temperature sensor
- Includes interlock of motorized damper to AHUs
- Includes shut down relay command from existing smoke detector
- *Does not include replacement of hot water or chilled water valves. Replacement of valves proposed in piping renovation project.*
- *Does not include replacement of supply and air return air control dampers. Damper are assumed to be in good working condition.*
- *Does not include re-engineering of sequence of operations. Existing sequence of operation from mechanical plans dated 1999 to remain.*

Variable Air Volume Terminal Units; (Total of 6)

- Includes controller, actuator and sensors
- Includes zone temperature sensor with set point adjustment
- Controller to be tied into existing 120 volt power.

Powered Induction Terminal Units; (Total of 11)

- Includes controller, actuator and sensors
- Includes zone temperature sensor with set point adjustment
- Controller to be tied into existing 120 volt power.

TRAINING-8 hours on-site included.

Your investment for above scope will be \$119,600.00

- *Does not include re-engineering of sequence of operations. Existing sequence of operation from mechanical plans dated 1999 to remain.*

CLARIFICATIONS

- Concealed wiring will be installed using plenum-rated cable. Exposed wiring will be installed in EMT conduit.
- All work is assumed to be during normal business hours. No off-hours work is included.
- Does not include providing and installing any control, smoke, fire and combination dampers.
- Does not include providing and installing any fire alarm modules and duct smoke detectors.
- Does not include any labor or materials not specifically mentioned in this proposal.
- Does not include retrofitting or servicing any existing mechanical equipment

Sincerely,

Johnson Controls/York Inc.

Beth L Hoste/Melissa Kell

Account Representative
PROPOSAL PRICING VALID FOR THIRTY DAYS

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY:** JCI warrants service work and all materials of JCI manufacture against defects in workmanship and material for ninety (90) days from date of completion of the work and will re-perform defective services and repair or replace F.O.B. point of manufacture or shipment such products or components as JCI finds defective. This warranty does not include the cost of labor to remove or reinstall any defective components, nor does this warranty include cost of handling, shipping, or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system. On machinery and materials furnished by York, but manufactured by others, JCI will extend the same warranty it receives from the manufacturer. From All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

4. **LIABILITY.** JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
5. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
6. **DELAYS.** JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.
7. **COMPLIANCE WITH LAWS.** JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
8. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
9. **INSURANCE.** Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.
10. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
11. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
12. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
13. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

Motion/Second by Miller/Ray replacement of HVAC Control System at the Spalding County Correctional Institute. Motion carried unanimously by all.

6. Consider contract with Patrick M. Shepherd for legal services in the Spalding County Solicitor's Office and termination of services with The English Law Group LLC as the Assistant Solicitor General of the State Court of Spalding County.

Mr. Fortune stated that Mr. Trey Howell, Spalding County State Court Solicitor, is here to answer any questions the Board may have regarding this change.

Trey Howell, Spalding County State Court Solicitor, stated that he would like to thank Heath English for his excellent service for the last few years to the State Court of Spalding County. He added that he has had the opportunity to observe how the attorneys interact with staff and conduct themselves in the courtroom which has afforded him the opportunity to see Patrick Shephard in action and observe how he interacts with staff. Mr. Howell added that Mr. Shepard has good communication skills, he gets along with the judges, staff and the other attorneys and he feels that Mr. Shephard would be a good addition to the State Court System.

Mr. Howell wanted to restate that Mr. English and his group have done a good job representing the citizens of Spalding County, the English Law Firm has simply grown and gotten too busy to continue in this capacity. Mr. Howell then added that there will be no additional expense to Spalding County the contract is for the same salary just a different individual in the position.

CONTRACT FOR SERVICES

This contract for services is made, entered into and effective as of the 1st day of February, 2016, by and between Spalding County, Georgia and Patrick M. Shepherd ("PMS").

RECITAL:

The parties desire to enter into this Agreement to describe the relationship among Spalding County and PMS. Also, the parties wish to memorialize the parties' understanding regarding the services PMS will agree to provide Spalding County with regard to legal services in the Spalding County Solicitor's Office ("Solicitor's Office").

NOW, THEREFORE, in consideration of the foregoing recital and the covenants, agreements, representations, warranties, terms and conditions set forth in this Contract, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Spalding County and PMS, intending to be legally bound, hereby agree as follows:

1. Scope of Services.. As of the Effective Date, PMS shall provide legal services to Spalding County in the Solicitor's Office.
 - A. Duties. PMS will provide legal services to Spalding County State Court by providing competent legal staff to be present to represent Spalding County at the following times:
 - i. Criminal jury trial weeks (currently scheduled at 4 to 8, weeks per year);
 - ii. Arraignment hearings (once per month); and
 - iii. Any other dates as required by the Solicitor, as his schedule permits.
2. Contract period. The term of this Contract shall commence on February 1st, 2016, and expire at midnight on December 31, 2016. This contract will automatically renew each year on January 1st unless and until either party gives notice to the other not later than November 1st of any renewal year that they do not desire to renew the contract for another year.
3. Compensation. For all services rendered from PMS to _____, Spalding County shall compensate PMS Twenty Four Thousand Dollars (\$24,000), payable in equal installments of Two Thousand Dollars (\$2,000) per month, payable on the 1st of each month.
4. Business Expenses and Reimbursements. PMS shall be entitled to reimbursement by Spalding County for all reasonable business expenses incurred by PMS in the performance of PMS' duties pursuant to this Contract upon submission by PMS of an expense report with appropriate vouchers to the Solicitor and Spalding County.
5. Termination. Either party may terminate this contract for services upon sixty (60) days notice to the other party.
6. Miscellaneous.
 - A. Amendments. The provisions of this Contract may not be amended, supplemented, waived or changed orally, but only by writing signed by the parties to this contract making specific reference to this Contract.

- B. Binding Effect. All of the terms and provisions of this Contract, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective administrators, executors, legal representatives, heirs, successors and permitted assigns.
- C. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Confirmation of execution by electronic transmission of a facsimile signature page shall be binding upon any party so conforming.
- D. Severability. If any provision of this Contract or any other agreement entered into pursuant to this Contract is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder of this Contract shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of this Contract may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.
- E. Waivers. The failure or delay of any party at any time to require performance by the other party of any provision of this Contract shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by any party of any breach of any provision of this Contract shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself or a waiver of any right, power or remedy under this Contract. No notice to or demand on any party in any case shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
- F. Notices. All notices, requests, consents, and other communications required or permitted under this Contract shall be in writing and shall be {as elected by the person giving such notice) hand-delivered by messenger or courier service, transmitted by fax, or mailed {airmail if international) by registered or certified mail {postage prepaid), return receipt requested, addressed to:

If to PMS:
PMS
P. O. Box 767
Griffin, GA 30224

If to Spalding County:

James R. Fortune, Jr., Esq.
 One Griffin Center, Suite 600
 100 South Hill Street
 Griffin, GA 30223

With a copy to:

Griffin F. Howell, III, Esq.
 State Court of Spalding County
 132 E. Solomon Street
 Griffin, GA 30223

Fax: (770) 229-8524

Fax: (770) 467-4355

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered:

- (a) on the date delivered if by personal delivery;
- (b) on the date of transmission with confirmed answer back if by facsimile transmission; and
- (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

- G. Governing Law. This Contract and all transactions contemplated by this Contract shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Georgia without regard to principles of conflicts of laws.
- H. Headings for Reference Only. The headings contained in this Contract are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Contract.
- I. Construction. This Contract is a negotiated document and shall not be construed more strongly against any party regardless of who is responsible for its preparation.
- J. Entire Agreement. This Contract represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between such parties.

Spalding County and PMS have each executed this contract as of the day and year first above written.

Spalding County

By: _____
 Print Name: Rita C. Johnson
 Title: Chairman, Board of Commissioners

PMS

By: _____
 Print Name: _____
 Title: _____

Motion/Second by Ray/Miller contract with Patrick M. Shepherd for legal services in the Spalding County Solicitor's Office and termination of services with The English Law Group LLC as the Assistant Solicitor General

of the State Court of Spalding County. Motion carried unanimously by all.

7. Consider approval of field lease policy and associated documentation as recommended by the Parks & Recreation Advisory Board at their 1/14/16 meeting.

Kelly Leger, Supervisor of Leisure Services, stated that the Board had charged the Park and Recreation Advisory Committee to come up with a field lease policy. In response to this request the PARC hosted a workshop and at their last meeting approved the documents that have been submitted for your consideration. Ms. Leger then briefly covered the rules, regulations and requirements contained in the field lease policy.

- The fields will be available for lease during the off season of the sport being played on the fields.
- If there is an interest in leasing the fields during the sports season we would seek approval from the Association to make sure the fields are available within their schedule.
- The proposed fee is \$175 per field to lease, per calendar date.
- Proposed Security Deposit
 - If one to two fields are leased the deposit is \$250.00
 - If three or more fields are leased the deposit is \$500.00.
- Additional costs will include any materials used during the rental such as Plus Five, Diamond Dry, Field Paint, etc. will be billed after the rental.
- The lessee will incur the cost of all required staff at their current rate of pay depending on whether there is a security officer required or a parks maintenance staff is required or a recreation leader is required. This would be based on the type of event to be hosted on the field.
- Field fee and deposit will be required in advance to hold the property.
- Lease requests will not be accepted more than 6 months prior to the beginning date of the lease.
- Subleasing is strictly prohibited.
- Field lease fee is refundable up to 48 hours prior to the event. Many times the individuals hosting a tournament will not know the results of the tournament and if the field will be needed until a few days before the actual event. If they cancel the event prior to the 48 hours they will get their field lease fee back; however, their deposit will not be refunded.
- Concession buildings may not be available, so they will need to plan for outside vending.
- They are required to carry Comprehensive Liability Insurance coverage with minimum limits of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage for each occurrence and Spalding County must show as an additional insured on the certificate.
- They will be required to clean the facility and failure to do so will result in forfeit of their Security Deposit.
- Lessee is responsible for the conduct of all their players, spectators and guests. All posted park rules are to apply.

- The Spalding County Parks, Public Grounds and Leisure Services department reserves the right to cancel or suspend any event during severe weather if safety or property damage is concerned.

Chairperson Johnson stated that she appreciated the fact that the Parks and Recreation Advisory Committee included a survey of field leases in the surrounding areas.

Ms. Leger stated that they did their research to make sure that the proposal for the Spalding County field rentals were in line with surrounding counties. She stated that they feel that the fee is a marketable fee and that it will be appealing. We are comfortably located south of Atlanta, we have beautiful parks and facilities and we feel that many will come to visit our county, enjoy events and spend money in our hotels and restaurants.

Motion/Second by Miller/Ray approval of field lease policy and associated documentation as recommended by the Parks & Recreation Advisory Board at their 1/14/16 meeting. Motion carried unanimously by all.

8. Consider appointment of a 2016 County Legislative Coordinator to represent Spalding County as part of the CLC network while the General Assembly is in session.

Mr. Mosley stated that Commissioner Ray is the current County Legislative Coordinator and has served in this capacity for the last four years.

Chairperson Johnson asked Commissioner Ray if he would like to continue in this capacity.

Commissioner Ray responded that he would like to continue to represent Spalding County as the Legislative Coordinator.

Motion/Second by Miller/Hawbaker to appoint Raymond Ray as the 2016 County Legislative Coordinator to represent Spalding County as part of the CLC network while the General Assembly is in session. Motion carried unanimously by all.

9. Consider appointment to the Spalding County Board of Health to fill the unexpired term of Merrilea Reeves whose term expires on 12/31/2016.

Mr. Mosley advised that Teresa Buchanan, 1080 Maple Drive, has been nominated by Commissioner Ray on January 26, 2016. Ms. Buchanan has a PHD in Nursing and currently serves on the Hospital Authority.

Commissioner Ray stated that Merrilea Reeves has been on the Spalding County Board of Health for many, many years, she served as the Chairperson for many years. She has reached a place in her employment where she wants to move further and she wants to

expand her education and those opportunities have been made available to her and she wants to take advantage of those. He further stated that she has loved every minute that she has served Spalding County and regrets having to leave the Authority at this time.

Motion/Second by Ray/Miller to appoint Teresa Buchanan to the Spalding County Board of Health to fill the unexpired term of Merrilea Reeves whose term expires on 12/31/2016. Motion carried unanimously by all.

10. Consider appointment to the Spalding County Board of Health to fill the unexpired term of Dr. George Capo whose term expires on 12/31/2016.

Mr. Mosley stated that this matter will need to be tabled as this appointment needs to be filled by a medical doctor.

Commissioner Ray advised that the Board of Health does not have a recommendation to fill the appointment at this time and request that the matter be tabled.

Motion/Second by Ray/Miller to table the appointment until a nomination is place in the book for consideration. Motion carried unanimously by all.

XI. REPORT OF COUNTY MANAGER

- January 28, 2016, we hosted the 2016 Business Registration Expo & Reverse Trade Show hosted by the City of Griffin and Spalding County was held at the Griffin Welcome Center.

The County currently have approximately 400 Vendors registered through Vendor Registry and are adding vendors each month.

- Senior Nutrition Program Health Inspection received a score of 100 on their monthly Department of Health inspection. He wanted to commend Cindy Hudson, Don Garvin and Jacoya Clinkscales all of their hard work.
- Spalding County CI passed their first PREA audit. The auditor stated that the Spalding County CI had raised the bar and set the pace for others to follow.
- Early Voting for the Presidential Preference Primary will begin Monday, February 8th and continue for 3 weeks. Our mandatory Saturday voting is scheduled for February 20th.
- Press Conference to Kick-off the PrepareAthon. We will be hosting it here at the Annex. Our Staff will actually be going through a mock tornado drill. We hope to have local media as well as media from the Atlanta area covering this event. Members of the Federal Emergency Management Agency and Georgia Emergency Management Agency will be on site to talk about some of the great things going on in the community. Our EMA staff will be showcasing the new weather sirens and other emergency operations equipment that we have purchased through SPLOST.
- Spalding County Sales Tax Bonds we need a special called meeting the night of February 17 or day of February 18 to confirm the sale of the bonds and adopt necessary paperwork.

Consensus of the Board is to have a Special Called Meeting on

Thursday, February 18 at 9:00 a.m.

- Best Elected Official for 2015 as recognized by to the Griffin Daily News – Raymond Ray
- Best Insurance Agent for 2015 as recognized by the Griffin Daily News – Rita Johnson
- Spalding County received their Workers Comp dividend from ACCG in the amount of \$1,378.00.
- Special Called Meeting, February 8th for Griffin-Spalding Development Authority we need to schedule a time for this meeting.

XII. REPORT OF COMMISSIONERS

Commissioner Donald Hawbaker stated that he enjoyed participating in the MLK day parade.

Congratulate Chad Jacobs, T.J. Imberger and Lauren Brown and all of those who assisted in bringing together the presentation made on Thursday afternoon and for the forward thinking concepts they presented for the county. He added that the presentation was very inspirational.

Commissioner Raymond Ray stated that he would like to give the Public Works crews a big “Atta Boy” Award. They have been out fixing potholes and things of that nature, at least through District 2, and in other districts as well. He stated that based on the calls he has been getting, Public Works crews are getting right on calls and getting things done and he really appreciates their hard work.

He also wanted to follow Commissioner Hawbaker in thanking Chad Jacobs, T.J. Imberger and others for the presentation that was given on Thursday night. He added that the presentation was inspirational and really thought provoking.

He then thanked everyone who voted for him as best elected official in Spalding County, he stated that he was humbled and honored.

Commissioner Bart Miller stated that he also wanted to thank Public Works because he had given them a list, about two pages long, of roads to work on in his district and some were in other districts that needed potholes fixed and they have been out “busting their bottoms” trying to address these issues. He further stated that there has been a lot of work done and they have progressed well on the list they were given.

Chairperson Rita Johnson wanted to ditto all of the comments regarding TJ and Chad and the presentation that was given on Thursday night. She stated it was forward thinking and visionary and she wanted to thank them again for all of the work that was done. She added that it actually helped in the Board’s decision on where to place the two projects.

She then extended congratulations to Commissioner Ray for being voted best elected official.

Commissioner Miller added that he wanted to address the issues on Gainer Road, he stated he has been out there and looked at the problem and he doesn’t know what we can do, but he too feels there is a need for stronger enforcement.

Commissioner Johnson stated that everyone should have received their package for the Archway Retreat. She is looking forward to meeting again with the School Board, the City and the Development Authority. She feels that a lot has been accomplished since the last time this group met, two SPLOSTS have passed since that meeting and she is looking forward to the meeting in Carrollton.

XIII. CLOSED SESSION – None.

XIV. ADJOURNMENT

***Motion/Second by Ray/Miller to adjourn the meeting at 7:45p.m.
Motion carried unanimously by all.***

/s/ _____
Rita Johnson, Chairperson

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