

## **MINUTES**

**The Spalding County Board of Commissioners held their Extraordinary Session in Room 108 in the Courthouse Annex, Monday, June 20, 2016, beginning at 6:00 p.m. with Chairperson Rita Johnson presiding. Commissioners Bart Miller, Raymond Ray, Gwen Flowers-Taylor and Donald Hawbaker were present. Also present were County Manager, William P. Wilson Jr., Assistant County Manager, Eric Mosley, County Attorney, Jim Fortune and Executive Secretary, Kathy Gibson to record the minutes.**

- I. OPENING (CALL TO ORDER)** by Chairperson Rita Johnson.
- II. INVOCATION** led by Commissioner Donald Hawbaker.
- III. PLEDGE TO FLAG** led by Commissioner Raymond Ray.

Commissioner Raymond Ray requested that the agenda be amended to include an item 13 under New Business to consider a Resolution for a Declaration of Taking of Property for the North Hill Street Intersection #2 improvement project.

***Motion by Ray/Flowers-Taylor to amend the agenda to include an item 13 under new business. Motion carried unanimously by all.***

Commissioner Flowers-Taylor requested that the agenda be amended to include an item 14 under New Business to discuss the purchase of equipment for Parks and Recreation Department.

***Motion by Flowers-Taylor/Hawbaker to amend the agenda to include an item 14 under New Business. Motion carried unanimously by all.***

#### **IV. PRESENTATIONS/PROCLAMATIONS**

1. Presentation of the Certificate of Achievement for Excellence in Financial Reporting for the 15th consecutive year to Jinna Garrison, Administrative Services Director.

William Wilson, County Manager, stated that Jinna Garrison, Administrative Services Director, and her staff have been awarded the Certificate of Achievement for Excellence in Financial Reporting for the 15<sup>th</sup> consecutive year. He wanted to congratulate Ms. Garrison and her staff on this outstanding achievement.

#### **V. PRESENTATIONS OF FINANCIAL STATEMENTS**

1. Consider approval of financial statements for the eleven months ended May 31, 2016.

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

Commissioner Flowers-Taylor asked if to date the revenue collections have exceed the expenditures.

Ms. Garrison advised that so far collections have exceeded expenditures and she is in the process of preparing requisitions for the 2016 SPLOST to reimburse the General Fund for projects that have been started and expenses paid out of the General Fund so that will add to the revenues also.

***Motion/Second by Flowers-Taylor/Ray to approve the financial statements for the eleven months ended May 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.

No one signed up to speak.

#### **VII. MINUTES -**

Consider approval of minutes for the June 6, 2016 Spalding County Regular Meeting and the June 6, 2016 Spalding County Board of Commissioners Executive Session.

***Motion/Second by Ray/Flowers-Taylor to approve the minutes for the June 6, 2016 Spalding County Regular Meeting and the June 6, 2016 Spalding County Board of Commissioners Executive Session. Motion carried unanimously by all.***

**VIII. CONSENT AGENDA-**

1. Consider on second reading Ordinance 2016-005 amending Section 6-1019 by striking subparagraph "d" in its entirety and inserting a new section 6-1019(d) regarding penalties for failure to remit payment on a timely basis of alcoholic beverage taxes.

**SPALDING COUNTY, GEORGIA  
ORDINANCE NO. 2016-05  
AN ORDINANCE**

**TO AMEND THE CODE OF SPALDING COUNTY, GEORGIA, SECTION 6-1019 BY STRIKING PARAGRAPH D IN ITS ENTIRETY AND INSERTING IN LIEU THEREOF A NEW SECTION 6-1019(d) AS FOLLOWS:**

BE IT RESOLVED AND ORDAINED by the Board of Commissioners of Spalding County, Georgia, as the governing authority of said County, as follows:

**SECTION 6-1019(d)**

The operator, in the event of Licensee's failure to pay tax when due, shall pay a penalty of fifty percent of the amount due plus interest on the total amount of delinquent taxes at the rate of ten (10) percent per annum. In addition, the Licensee shall not be entitled to the fee allowed in section 6-1018(d)(5) of this article. The late penalty will be strictly enforced.

Further penalties against the Licensee:

1. If any Licensee fails to file a return as required under the provisions of this section, Spalding County shall make an estimate of the amount of gross sales which are subject to the tax. The estimate shall be made for the period or periods in which the Licensee failed to file the return and shall be based upon any information which is or may come into the possession of Spalding County.
2. The Board of Commissioners of Spalding County, a political subdivision of the State of Georgia or its designated representative(s) shall give to the Licensee written notice of determination as herein provided. The notice may be served personally or by mail; if by mail such service shall be addressed to the Licensee at his/her/its last known address as it appears on any of Spalding County's records. Service by mail is complete when delivered by certified mail with a receipt signed by the addressee.
3. The amount of the determination made hereunder shall bear interest at the rate of three-fourths (3/4) of one (1) percent per month, or a fraction thereof, from the twentieth (20<sup>th</sup>) day of the month following the monthly period for which the amount or any portion thereof should have been returned, until the day of payment.
4. The estimated tax together with applicable penalties and interest may be collected utilizing any of the enforcement methods set forth in this article.

**Approved on first reading this sixth day of June, 2016.**

Approved on second reading this twentieth day of June, 2016.

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Rita Johnson, Chairperson

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William P. Wilson, Jr., County Clerk

2. Consider approval on second reading an Ordinance amending the FY 2016 Budget Ordinance to provide for establishment of the Senior Nutrition Fund, the Capital Projects 2016 SPLOST Fund, the 2016 SPLOST Debt Service Fund and yearend adjustments.

**RESOLUTION AND ORDINANCE  
FISCAL YEAR 2017 BUDGET  
SPALDING COUNTY, GEORGIA**

**WHEREAS**, pursuant to Title 36 Chapter 81, of the Official Code of Georgia Annotated, and section 2-5003 of the Code of Spalding County, Georgia, the Board of Commissioners of Spalding County, Georgia, as the governing authority of said county, shall adopt an annual balanced budget; and,

**WHEREAS**, a balanced budget for Fiscal Year 2017, beginning July 1, 2016, and ending June 30, 2017, has been submitted to the Board of Commissioners by the County Manager and,

**WHEREAS**, the Board of Commissioners has reviewed said proposed budget and revised and amended same as the Board deemed advisable and necessary; and,

**WHEREAS**, the entire budget has been available for public inspection and a public hearing has been properly advertised and held as required by Georgia law;

**NOW, THEREFORE, BE IT RESOLVED AND ORDAINED** by the Board of Commissioners of Spalding County, Georgia, as the governing authority of said County, that a Budget Ordinance of Spalding County for Fiscal Year 2017 be adopted upon approval at two (2) public meetings of the Board of Commissioners as follows:

**Section 1: General Fund**

- A. It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Taxes	\$ 32,579,253
Licenses and Permits	419,800
Intergovernmental Revenues	756,994
Charges for Services	5,125,231
Fines and Forfeitures	1,250,000
Other Revenues	1,771,054
<b>TOTAL REVENUES</b>	<b>\$41,902,332</b>

- B. The following amounts are hereby appropriated in the General Fund for the operation of the county government and its activities for the fiscal year beginning on July 1, 2016 and ending June 30, 2017:

Executive	\$ 371,687
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Board of Elections and Voter Registration	245,975
Administration	328,194
Finance	149,687
Information Systems	138,409
Human Resources	198,424
Tax Commissioner	890,042
Tax Assessor	599,477
Construction & Maintenance	412,993
Janitorial Services	108,280
General Appropriations	2,701,898
Superior Court	177,000
Griffin Judicial Circuit	247,317
Griffin Juvenile Judge	223,858
Clerk of Court	805,583
District Attorney	446,325
State Court	693,120
Solicitor	234,911
Magistrate Court	773,968
Probate Court	229,816
Public Defender	63,276
Public Defender Circuit	404,605
Sheriff Administration	1,158,753
Sheriff Victim Services	83,263
Sheriff Warrant Division	640,678
Sheriff Criminal Investigation Division	954,597
Sheriff Uniform Patrol Division	3,323,876
Jail	7,989,691
Grip Unit	54,031
Special Operations	1,070,935
Correctional Institution	6,450,159
Juvenile Probation	545,312
Coroner	56,576
800 MHz Communication	404,845
Animal Control	362,803
Homeland Security	27,961
Public Works	2,972,665

Solid Waste	819,900
Garage	302,701
Health	432,739
Welfare	30,500
Recreation	676,096
Senior Citizens Bus	33,439
Parks	1,877,228
Library	200,980
Cooperative Extension Service	204,134
Community Development	525,475
Code Enforcement	158,150
Griffin-Spalding County Development Authority	100,000
<b>TOTAL EXPENDITURES</b>	<b>\$ 41,902,332</b>

Section 2: Law Library

A. It is estimated that the following revenues will be available in the Law Library Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Fund Balance Appropriated	\$ 4,000
Fines and Forfeitures	48,000
<b>TOTAL REVENUES</b>	<b>\$ 52,000</b>

B. The following amounts are hereby appropriated in the Law Library Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Law Library	\$ 52,000
<b>TOTAL EXPENDITURES</b>	<b>\$ 52,000</b>

Section 3: Confiscated Assets Fund

A. It is estimated that the following revenues will be available in the Confiscated Assets Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Fines and Forfeitures	\$ 375,000
<b>TOTAL REVENUES</b>	<b>\$ 375,000</b>

B. The following amounts are hereby appropriated in the Confiscated Assets Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Public Safety	\$ 375,000
<b>TOTAL EXPENDITURES</b>	<b>\$ 375,000</b>

Section 4: Victims of Crime Assistance Fund

A. It is estimated that the following revenues will be available in the Victims of Crime Assistance Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Fines and Forfeitures	\$ 60,000
<b>TOTAL REVENUES</b>	<b>\$ 60,000</b>

B. The following amounts are hereby appropriated in the Victims of Crime Assistance Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Victims of Crime Assistance	\$ 60,000
<b>TOTAL EXPENDITURES</b>	<b>\$ 60,000</b>

**Section 5: Emergency Telephone System**

A. It is estimated that the following revenues will be available in the Emergency Telephone System Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Charges for Services	\$ 1,128,199
Other Financing Sources	317,246
<b>TOTAL REVENUES</b>	<b>\$ 1,445,445</b>

B. The following amounts are hereby appropriated in the Emergency Telephone System Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Emergency Communications	\$ 1,445,445
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,445,445</b>

**Section 6: CSBG Fund**

A. It is estimated that the following revenues will be available in the CSBG Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Intergovernmental Revenue	\$ 110,440
<b>TOTAL REVENUES</b>	<b>\$ 110,440</b>

B. The following amounts are hereby appropriated in the CSBG Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

General Appropriations	\$ 19,880
After School Program	25,560
Emergency Food & Shelter	65,000
<b>TOTAL EXPENDITURES</b>	<b>\$ 110,440</b>

**Section 7: Senior Nutrition Fund**

A. It is estimated that the following revenues will be available in the Senior Nutrition Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Intergovernmental Revenue	\$ 262,276
Contributions/Donations	75,000
Other Financing Sources	45,589
<b>TOTAL REVENUES</b>	<b>\$ 382,865</b>

B. The following amounts are hereby appropriated in the Senior Nutrition Fund for the Fiscal year beginning July 1, 2016 and ending June 30, 2017:

Senior Nutrition	\$ 382,865
<b>TOTAL EXPENDITURES</b>	<b>\$ 382,865</b>

**Section 8: Impact Fees Fund**

- A. It is estimated that the following revenues will be available in the Impact Fees Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Fund Balance Appropriated	\$ 1,212,796
Charges for Services	341,004
<b>TOTAL REVENUES</b>	<b>\$ 1,553,800</b>

- B. The following amounts are hereby appropriated in the Impact Fees Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Capital Improvement Program	\$ 1,553,800
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,553,800</b>

**Section 9: Fire District Fund**

- A. It is estimated that the following revenues will be available in the Fire District Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Fund Balance Appropriated	\$ 6,996
Taxes	5,907,026
Charges for Services	53,500
<b>TOTAL REVENUES</b>	<b>\$ 5,967,522</b>

- B. The following amounts are hereby appropriated in the Fire District Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Fire Department	\$ 5,967,522
<b>TOTAL EXPENDITURES</b>	<b>\$ 5,967,522</b>

**Section 10: Hotel/Motel Tax Fund**

- A. It is estimated that the following revenues will be available in the Hotel/Motel Tax Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Taxes	\$ 150,000
<b>TOTAL REVENUES</b>	<b>\$ 150,000</b>

- B. The following amounts are hereby appropriated in the Hotel/Motel Tax Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Tourism	\$ 150,000
<b>TOTAL EXPENDITURES</b>	<b>\$ 150,000</b>

**Section 11: Capital Projects 2008 SPLOST Fund**

- A. It is estimated that the following revenues will be available in the Capital Projects 2008 SPLOST Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Fund Balance Appropriated	\$ 11,051,500
<b>TOTAL REVENUE</b>	<b>\$ 11,051,500</b>

- B. The following amounts are hereby appropriated in the Capital Projects 2015 SPLOST Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Capital Projects	\$ 11,051,500
<b>TOTAL EXPENDITURE</b>	<b>\$ 11,051,500</b>

**Section 12: Capital Projects 2016 SPLOST Fund**

- A. It is estimated that the following revenues will be available in the Capital Projects 2016 SPLOST Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Fund Balance Appropriated	\$ 6,599,382
Taxes	8,400,000
<b>TOTAL REVENUES</b>	<b>\$ 14,999,382</b>

- B. The following amounts are hereby appropriated in the Capital Projects 2016 SPLOST Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Capital Projects	\$ 14,999,382
<b>TOTAL EXPENDITURES</b>	<b>\$ 14,999,382</b>

**Section 13: Capital Projects Fund**

- A. It is estimated that the following revenues will be available in the Capital Projects Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Fund Balance Appropriated	\$ 57,510
Other Financing Sources	20,000
<b>TOTAL REVENUES</b>	<b>\$ 77,510</b>

- B. The following amounts are hereby appropriated in the Capital Projects Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Capital Projects	\$ 77,510
<b>TOTAL EXPENDITURES</b>	<b>\$ 77,510</b>

**Section 14: Debt Service Fund**

- A. It is estimated that the following revenues will be available in the Debt Service Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Taxes	\$ 255,000
<b>TOTAL REVENUE</b>	<b>\$ 255,000</b>

- B. The following amounts are hereby appropriated in the Debt Service Fund for the fiscal year beginning July 1, 2016 and ending June 20, 2017:

Debt Service	\$ 255,000
<b>TOTAL EXPENDITURE</b>	<b>\$ 255,000</b>

**Section 15: GMA Lease Pool Fund**

- A. It is estimated that the following revenues will be available in the GMA Lease Pool Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Interest	\$ 150,000
Other Financing Sources	627,196
<b>TOTAL REVENUES</b>	<b>\$ 777,196</b>

- B. The following amounts are hereby appropriated in the GMA Lease Pool Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Debt Service	\$ 777,196
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**TOTAL EXPENDITURES** \$ 777,196

**Section 16: Water System Fund**

- A. It is estimated that the following revenues will be available in the Water System Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Fund Balance Appropriated	\$ 1,884,672
Charges for Services	6,567,954
<b>TOTAL REVENUES</b>	<b>\$ 8,452,626</b>

- B. The following amounts are hereby appropriated in the Water System Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Wastewater	\$ 366,545
General Water System	8,086,081
<b>TOTAL EXPENDITURES</b>	<b>\$ 8,452,626</b>

**Section 17: Workers Compensation Trust Fund**

- A. It is estimated that the following revenues will be available in the Workers Compensation Trust Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Other Financing Sources	\$ 862,444
<b>TOTAL REVENUE</b>	<b>\$ 862,444</b>

- B. The following amounts are hereby appropriated in the Workers Compensation Trust Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Employee Benefits	\$ 862,444
<b>TOTAL EXPENDITURES</b>	<b>\$ 862,444</b>

**Section 17: Other Stipulations**

- A. The County Manager, as budget officer, is hereby authorized to transfer appropriations within a fund as contained herein under the following conditions:
1. He may transfer amounts between objects of expenditure within a department without limitation and without a report being requested, except that transfers of appropriations within a department which increases the salary appropriation shall require the approval of the Board of Commissioners.
  2. He may not transfer any amounts between funds nor from any contingency appropriations within any fund without action of the Board of Commissioners.
- B. The County Manager shall have the authority to deny payment of County funds for any expense for which an appropriation is not made or which exceeds the appropriated amount for a specific item or purpose, unless such expense is approved by the Board of Commissioners. In such event of denial of payment of county funds, the county officer or department head that shall incur, authorize or approve such expense, either directly or indirectly, shall be solely and personally responsible for the payment therefor.
- C. Nothing contained in this ordinance shall prohibit the Board of Commissioners, as the governing authority, from amending the budget as appropriate or necessary during the fiscal year.
- D. A line-item budget shall be bound for retention, and copies of the line-item budget shall be available for public inspection at the office of the Board of Commissioners during regular business hours.

- E. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed. The Budget Ordinance of Fiscal Year 2016 is hereby repealed, effective at 12:00 a.m. on July 1, 2016.
- F. This Ordinance shall become effective at 12:00 a.m. on July 1, 2016 or immediately upon adoption if after 12:00 a.m. on July 1, 2016 and together with any amendments hereto, shall remain effective until midnight on June 30, 2017 until repealed.

**Approved on first reading this 20th day of June, 2016.**

**Approved, adopted and enacted on second reading this 27th day of June, 2016.**

\_\_\_\_\_  
Chairman, Rita C. Johnson

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County Clerk, William P. Wilson, J

***Motion/Second by Ray/Hawbaker to approve the Consent Agenda as identified. Motion carried unanimously by all.***

**IX. OLD BUSINESS –**

1. Lift from the table and consider appointment of a Spalding County resident or business owner to the Griffin-Spalding Business and Tourism Association, Inc.

***Motion/Second by GFT/Hawbaker to lift from the table and consider appointment of a Spalding County Resident or Business Owner to the Griffin-Spalding Business and Tourism Association, Inc. Motion carried unanimously by all.***

Mr. Wilson advised that one name had been submitted for consideration by Commissioner Hawbaker on June 9, 2016, Mr. Ben Johnson, owner of Liberty Technology and the Kitchen Drawer.

***Motion/Second by GFT/Hawbaker to appoint Ben Johnson to the Griffin-Spalding Business and Tourism Association, Inc. Board. Motion carried unanimously by all.***

**X. NEW BUSINESS -**

1. Consider approval of an Intergovernmental Agreement between the City of Griffin and Spalding County to provide for an integrated fiber optic network and upgraded Computer Aided Dispatch System.

Mr. Wilson state that this intergovernmental agreement is a result of approximately two and a half years of discussion between Spalding County and the City of Griffin. During that time we have worked in coordination with the City of Griffin which has resulted in an agreement where the County will upgrade the Computer Aided Dispatch system (CAD) at 911 and the City of Griffin will install a fiber optic network to connect the CAD to the Sheriff's Department, City Police Department and our 911 system. This agreement will also connect the Courthouse, Annex, CI, Water Department, Construction and

Maintenance, Animal Control and Public Works to that fiber optic network as well.

Mr. Wilson further stated that this will provide the County with a start to a dedicated local area network allowing us to communicate between departments within a secure dedicated network that no one else can access. Mr. Wilson advised that the cost is equivalent to what the County is currently paying for current internet services to these locations. The agreement for the CAD and the fiber is for 10 years; however, the internet portion of the agreement is for a 3 year period of time at which time the County will renegotiate with the City for this service. He stated that the City of Griffin approved this agreement at their meeting on Tuesday, June 14, 2016.

STATE OF GEORGIA  
COUNTY OF SPALDING

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF GRIFFIN, GEORGIA  
AND THE  
COUNTY OF SPALDING, GEORGIA**

This Agreement made and entered into this \_\_\_\_ day of June, 2016, by and between the City of Griffin, Georgia (hereinafter "City") and the County of Spalding, Georgia (hereinafter "County") for the purpose of defining the Information Technology services the City will provide to the County.

This Agreement shall have a term of ten years, commencing July 1, 2016 and terminating on June 30, 2026, unless sooner terminated based upon written notice given the other party not less than six months prior to June 30 of any renewal year.

This writing (hereafter referred to as the "Agreement" or "IGA") shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. The obligations of the parties hereunder shall constitute general obligations to which the full faith and credit of each governmental entity is hereby pledged, including, if necessary, the levy of ad valorem taxes, if applicable. Each of the parties herein covenant that it has the requisite legal authority, financing, and staffing to provide the services, perform the functions, construct and operate the facilities and equipment, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication. Said parties' further covenant that all conditions or acts required by law to authorize said agreement have been met or performed. This agreement shall constitute a valid, binding and enforceable obligation of each party and all assertable immunities and defenses, if any, are hereby waived as to the opposing party. The parties covenant that they will uphold and defend the validity and enforceability of this agreement in any proceeding in which it may be challenged.

**Services to be provided:** The parties mutually agree that the City of Griffin shall install a Fiber Optic cable from the Police Department located at 868 W Poplar St, Griffin, Georgia to the 911 Center located at 1438 Meriwether Street, Griffin, Georgia providing a communication fiber optic network connecting the 911 Center to the City of Griffin server room located at 100 South Hill St, Griffin, Georgia. This fiber optic network will be a dedicated

circuit from the City of Griffin server room to the 911 Center with the ability to communicate between sites at up to gig speed. Upon completion of the fiber optic network Spalding County agrees to upgrade the HTE Computer Aided Dispatch (CAD) system located at 1438 Meriwether Street, Griffin, Georgia, to the current OSSI CAD System at the County's expense. In addition, the City of Griffin will provide virtualized server resources to install the Mobile Data, Jail Management System, and Records Management Systems for use by Spalding County Sheriff Department. These systems will be fielded on a virtualized server platform located in the City's server room at 100 South Hill Street, Griffin, Georgia. The CAD will continue to be administratively managed and operated by the Griffin-Spalding County Communications Department personnel located at 1438 Meriwether Street with technical administration and oversight given by City of Griffin IT Department located at 100 South Hill Street.

Each entity will be financially responsible for the purchase of and the maintenance of software for their system. Each entity will be billed independently by SunGard for their portion of ongoing software maintenance costs of the OSSI CAD System.

The City of Griffin will also provide a communication Fiber Optic network (This fiber optic network will allow Spalding County communicate between sites at up to a gig speed) to the Spalding County Sheriff's Department and Jail located at 401 Justice Boulevard, County Public Works Building and Sign Shop located at 1515 Williamson Road, County Animal Shelter located at 208 Justice Boulevard, County Water/ Construction and Maintenance building located at 300 Justice Boulevard and the Spalding County Correctional Institute located at 295 Justice Boulevard. Spalding County agrees to pay the City of Griffin \$545.00 monthly for these circuit costs for a period of three years, commencing on the date of network completion.

The City of Griffin will also provide a communication Fiber Optic network to the County Annex located at 119 East Solomon Street and the County Courthouse at 132 East Solomon Street. Spalding County agrees to pay the City of Griffin \$160.00 monthly for these circuit costs for a period of three years, commencing on the date of network completion.

The City of Griffin will exercise best effort to provide a dedicated internet connection at a minimum speed of 50 Mbps shared among locations on the network. The City and County agree to renegotiate the service levels and fees as outlined above no later than December 31, 2018, and should a mutually agreed upon fee and service level be determined both parties may enter into another multi-year agreement at that time. Should the City and County not mutually agree upon a service level and fee then this portion of the Intergovernmental Agreement shall terminate at no cost to the City or County.

**Governing Law and Forum Selection.** This Agreement shall be governed by laws of the State of Georgia. The parties agree that any action filed to enforce performance of this Agreement shall be filed in the Superior Court of Spalding County, Georgia.

**Amendment and Notices.** This Agreement may not be amended or modified, except in a subsequent writing spread upon the Minutes of the respective party, showing its approval and authorization for its execution by its designated officers.

Any notices required to be given to the parties by this Agreement shall be served, in person or by Certified Mail, Return Receipt Requested, addressed as follows:

CITY OF GRIFFIN, GEORGIA  
Attn: City Manager  
100 S. Hill Street, Third Floor  
Griffin, GA 30223

COUNTY OF SPALDING, GEORGIA  
Attn: County Manager  
119 E. Solomon Street  
P O Box 1087  
Griffin, GA 30224

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals, the day and year first above written.

CITY OF GRIFFIN, GEORGIA                      COUNTY OF SPALDING, GEORGIA  
By: \_\_\_\_\_ By: \_\_\_\_\_  
Chairperson    Chairman

Attest: \_\_\_\_\_ Attest: \_\_\_\_\_  
Secretary    County Clerk

SEAL    SEAL

Approved as to form:                      Approved as to form:

By: \_\_\_\_\_ By: \_\_\_\_\_  
City Attorney    County Attorney

***Motion/Second by Hawbaker/Ray to approve the Intergovernmental Agreement between the City of Griffin and Spalding County to provide for an integrated fiber optic network and upgraded Computer Aided Dispatch System. Motion carried unanimously by all.***

2. Consider request from the Spalding County Sheriff's Department to approve submittal of an application to the Department of Justice for the Edward Byrne Memorial Justice Assistance Grant Program.

Mr. Wilson advised that this is a yearly grant request, we have received approximately \$11,000 for the last couple of years, there is no match required and the funding will be utilized to purchase additional protection for our employees who work at the Sheriff's Department.

***Motion/Second by Ray/Miller to approve the request from the Spalding County Sheriff's Department for submittal of an application to the Department of Justice for the Edward Byrne Memorial Justice Assistance Grant Program. Motion carried unanimously by all.***

3. Consider approval of Intergovernmental Agreement with the Georgia Department of Corrections for a County Correctional Institute Educational Incentive Plan.

Mr. Wilson advised that this is a new initiative by the Governor's

Office for education of inmates in correctional facilities. The Spalding County Correctional Institute already has an excellent GED program established and we believe that we can qualify immediately. In order to qualify for any of the grant funding we have to apply before July 1<sup>st</sup>.

Chairperson Johnson asked how many students would be covered under the funding.

Warden Humphrey advised that we currently have 25 students so that the County would automatically qualify for approximately \$25,000. He stated that for every 5 students over the initial 25 students, the CI would receive \$5,000 up to a maximum amount of \$50,000. Then they will receive \$1,000 for every GED completion.

Commissioner Hawbaker asked if there was a local match required.

Warden Humphrey advised that no local match is required. He further advised that this is an incentive program for County CI's across the State to offer a GED program for the inmates.

### ***INTERGOVERNMENTAL AGREEMENT***

THIS AGREEMENT is entered into this 1st day of July, 2016, by and between the GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as the "Department"), and Spalding County, a municipal corporation of the State of Georgia (hereinafter, the "Governmental Entity").

WHEREAS, Department desires to partner with Governmental Entity to provide access to resources for offenders who do not have a high school diploma or GED, or who could benefit from a technical college certificate; and

WHEREAS, in accordance with Department's County Correctional Institute Educational Incentive Plan ("CCIEIP"), attached hereto as "Exhibit A", Governmental Entities who meet eligibility requirements described herein and as verified by Department may request the funds described in the CCIEIP Fund Award by submitting the Payment Request Form attached hereto as "Exhibit B" and may qualify for additional Bonus Funds which are linked to testing outcomes.

NOW, THEREFORE, in consideration of the premises and the mutual promises and agreements set forth below, the parties agree as follows:

1. **Scope of Services.** The Governmental Entity agrees to perform fully and faithfully the services described in "Exhibit A," attached hereto and incorporated by reference herein (the "Services"). No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the parties in the manner provided for herein.
2. **Contract for Services.** In the performance of the services, and for all tax, liability, employment, and insurance purposes, Governmental Entity shall at all times be an Independent Contractor and not an agent, representative, or employee of the Department. Governmental Entity shall determine the means and manner of performance of its responsibilities, and

Governmental Entity shall not hold itself out to be an employee or agent of the Department.

3. Compensation. The Department agrees to pay Governmental Entity in accordance with the CCIEP only after Governmental Entity has submitted the Payment Request Form at Exhibit "B" attached to this Agreement and incorporated by reference herein for the full and faithful performance of the services under this Agreement during the term hereof and according to the timeline established in the CCIEIP. Governmental Entity acknowledges and agrees that payment is subject to availability of funds.
4. Benefits. The Governmental Entity acknowledges that it is not entitled to any benefits, including health insurance, workers compensation coverage, unemployment compensation coverage, which are ordinarily provided to employees of the Department.
5. Pledges of Credit. Governmental Entity acknowledges that the State of Georgia may not lawfully pledge its credit so as to cause a State agency to incur a financial obligation unless funds to honor the obligation have been lawfully appropriated. In the event that the source of any payment by the Department as provided for herein is insufficient, in the sole discretion of the Department, then this Agreement shall terminate without further obligation of the Department.
6. Expenses. The Department shall not be liable for and shall not reimburse Governmental Entity for any travel or other expenses incurred by the Governmental Entity.
7. Equipment. The Department is not required to provide any office space nor any equipment to the Governmental Entity.
8. Term and Amendment. This Agreement shall be effective as of July 1, 2016 and shall continue in force and effect until 11:59 p.m. on June 30, 2017. Any changes, modifications, or amendments to this Agreement will be effective only if reduced to writing and signed by both parties.
9. Compliance with Laws. Governmental Entity agrees to perform Services in accordance with the terms and conditions of this Agreement and in compliance with all laws, rules, regulations and orders of federal, state and local government.
10. Termination for Convenience. Either party may terminate this Agreement for any reason by providing written notice fourteen (14) days in advance of such termination.
11. Rights and Interests. This relationship is intended solely for the mutual benefit of the Parties, and there is no intention, express or otherwise, to create any rights or interests for any party other than the Department or Governmental Entity.
12. Trading with State Employees. The parties certify that this Agreement does not and will not violate the provisions of O.C.G.A. Section 45-10-20, et seq., in any respect. The Governmental Entity agrees not to employ any individual that would result in a violation of this law.
13. Screening. Governmental Entity acknowledges and agrees that Governmental Entity, including employees of Governmental Entity and subcontractor(s) of Governmental Entity, shall be subject to background investigations conducted by duly authorized agents of the State, and while on the premises of any Department Facility, Governmental Entity and

Governmental Entity's personnel shall be subject to, and agree to comply with, rules pertaining or related to safety and security, including spoken directives of GDC facility staff and the Department's standard operating procedures related to Employee Standards of Conduct and sexual harassment.

14. Licenses, Certifications and Insurance. Governmental Entity agrees to maintain for the duration of this Agreement all licenses, certifications and permits applicable to the Services under this Agreement. Governmental Entity shall, at its sole expense, procure and maintain from insurance carriers licensed to transact business in the State of Georgia such insurance coverage as will protect Governmental Entity's and Department's interests under this Agreement.
15. Standards of Conduct and Sexual Harassment. Governmental Entity agrees that the Governmental Entity and any of its agents, employees, officials or subcontractors who enter any facility, institution, office or other premise of the Department or who come into contact with any employee of the Department shall comply with the Department's Policies and Procedures relating to Standards of Conduct and Sexual Harassment and shall follow all orders or directives given by Department personnel. If the Governmental Entity or any of its agents, employees, officials or subcontractors should be accused of violating any of these policies or procedures or otherwise violating this provision, then the Governmental Entity will allow and assist the Department in investigating the charge or accusation. If the charge is established, the Governmental Entity will take appropriate action to sanction the violation and to ensure that there are no further violations. The Department may also bar anyone from its premises whom it finds to have violated these policies or procedures or who has otherwise violated this provision.
16. Confidentiality. Governmental Entity will hold in strictest confidence and will not disclose to others for any reason whatsoever, any works, writings, plans, proposals, documents, contracts, records, data, analyses, compilations, forecasts, studies, reports, recordings, maps, or other information or material received or prepared by Governmental Entity (collectively, the "Information"), except to the extent that such Information (a) is otherwise available from third persons without restriction on its further use or disclosure, (b) is required by order of any court or by law (including but not limited to the Georgia Open Records Act) or by any regulatory agency to which Governmental Entity is subject or in connection with any civil or administrative proceeding, or (c) to the extent such Information is or becomes publicly known other than through actions, direct or indirect, of the Governmental Entity. Governmental Entity shall comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), where applicable, regarding the privacy of student education records.
17. Prison Rape Elimination Act. Governmental Entity agrees to comply with, and to assist the Department in complying with standards articulated under 28 C.F.R. 115, entitled the Prison Rape Elimination Act, by submitting to a background check and agreeing not to sexually abuse or harass any offenders. Governmental Entity agrees to undergo training, as the Department sees fit, regarding the Department's zero-tolerance policy for sexual abuse and sexual harassment and Governmental Entity agrees to document that Governmental Entity understands such training. Governmental Entity agrees to inform Department of any knowledge, suspicion, or information regarding the occurrence of sexual abuse or harassment in any facility in which the

Governmental Entity is present. Governmental Entity agrees to keep all information about sexual abuse or sexual harassment, other than such information as is required to report the incident, completely confidential. Governmental Entity acknowledges that failure to maintain the standards articulated in this paragraph is considered a material breach of this Agreement and is grounds for termination of this Agreement.

18. Cooperation. Governmental Entity and the Department, its employees, agents, subcontractors, and assigns, agree to cooperate fully in the defense of any litigation brought against the Department or Governmental Entity relating to this Agreement, and each party shall give the other prompt notice of any claim, demand, suit, or proceeding.

19. Assignment. The parties will not transfer their right, title, or interest hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other parties.

20. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to Governmental Entity: [Governmental Entity Name]  
[Contact Person Name]  
[Address]  
[City, State, Zip]

If to Department: Jennifer Ammons  
General Counsel  
Georgia Department of Corrections  
State Offices South at Tift College  
P.O. Box 1529  
Forsyth, Georgia 31029

21. Headings. The headings in this Agreement have been inserted for convenience only and shall not affect or control the meaning or construction of any of the provisions of this Agreement.

22. Survival. The terms, conditions, representations, obligations, understandings and undertakings herein shall survive any termination of this Agreement.

23. Severability. If any term or provision in this Agreement shall be found to be illegal or unenforceable, then, notwithstanding the offending terms or provisions, this Agreement shall remain in full force in effect and such terms or provisions shall be deemed stricken herefrom.

24. Legislative Modification. Notwithstanding any other provision of this Agreement to the contrary, in the event that any federal, state, or local law, rule, regulation, or interpretation thereof restricts, prohibits, or in any way materially changes the method or amount of reimbursement or payment for

services under this Agreement at any time during the duration of this Agreement, then this Agreement shall, to the extent permitted by the laws of the State of Georgia, be deemed amended by the parties to provide for payment of compensation and other fees in a manner consistent with any such prohibition, restriction, or limitation.

25. Drug-Free Workplace. The Governmental Entity acknowledges that it is fully aware of the contents and requirements of the Drug-Free Workplace Act, O.C.G.A. §50-24-1, et. seq. (A) The Governmental Entity hereby certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement and any extensions thereof. (B) The Governmental Entity may be suspended, the contract terminated or the Governmental Entity debarred if it is determined that: (1) the Governmental Entity has made false certification hereinabove; or (2) the Governmental Entity has violated such certification by failure to carry out the requirements of the “Drug-Free Workplace Act”.
26. Governing Law. This Agreement is executed in the State of Georgia, and the laws of the State of Georgia shall govern all matters pertaining to the validity, construction, interpretation and effect of this Agreement.
27. Compliance with Federal and State Work Authorization and Immigration Laws. Governmental Entity certifies its compliance with Illegal Immigration Reform and Enforcement Act of 2011 and specifically those provisions codified at O.C.G.A. §13-10-90 et. seq. Governmental Entity warrants that it has registered with and uses the federal work authorization program commonly known as “E-Verify.” Governmental Entity further agrees that it will contract for the physical performance of services in satisfaction of this contract only with subcontractors who present an affidavit as required by O.C.G.A. §13-10-91. Governmental Entity warrants that it will include a similar provision in all contracts entered into for the physical performance of services in satisfaction of this contract.
28. Remedies. No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).
29. Waiver. The failure of either party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter; nor shall its waiver of any right hereunder at any given time, including rights to any payment, be deemed a waiver thereof for any other time.
30. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.
31. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, and undertakings

between the parties hereto with respect to the subject matter hereof are merged herein. This Agreement may be modified only by mutual consent of the parties. Any modification must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

**GEORGIA DEPARTMENT OF  
CORRECTIONS**

**SPALDING COUNTY**

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

Jennifer Ammons  
General Counsel

Rita C. Johnson  
Chairman

**Exhibit "A"  
Scope of Services**

**County Correctional Institute  
Educational Incentive Plan**

**FY 17**

**Description**

The County Correctional Institute Educational Incentive Plan (CCIEIP) is a plan to establish GED classrooms or learning centers in the County Correctional Institutes (CCI) across the state of Georgia, expanding learning time and access to learning resources, for offenders who do not have a high school diploma or a GED. Opportunities for enrollment in Career and Technical College Certificate Programs as approved by the Georgia Department of Corrections are also an option.

**Location**

All 23 County Correctional Institutes in the state that meet the eligible criteria for

receiving funds to establish a GED classroom or learning center. Each CCI's will have to sign a Memorandum of Understanding (MOU) with GDC to receive the funds.

COUNTY CORRECTIONAL INSTITUTIONS		
Facility Name	Contract Capacity	Offenders In Beds
BULLOCH COUNTY CI	160	157
CARROLL COUNTY CI	246	237
CLARKE COUNTY CI	112	108
CLAYTON COUNTY CI	242	218
COLQUITT COUNTY CI	190	179

COWETA COUNTY CI	232	209
DECATUR COUNTY CI	135	122
EFFINGHAM COUNTY CI	192	185
FLOYD COUNTY CI	424	420
GWINNETT COUNTY CI	158	146
HALL COUNTY CI	221	190
HARRIS COUNTY CI	150	147
JACKSON COUNTY CI	150	144
JEFFERSON COUNTY CI	140	132
MITCHELL COUNTY CI	135	127
MUSCOGEE COUNTY CI	528	520
RICHMOND COUNTY CI	230	223
SCREVEN COUNTY CI	148	141
SPALDING COUNTY CI	384	369
SUMTER COUNTY CI	350	342
TERRELL COUNTY CI	140	136
THOMAS COUNTY CI	185	179
TROUP COUNTY CI	274	269
TOTAL	5126	4900

### **Program Goal**

This program will address the needs of offenders who are housed in these facilities who may want to obtain a GED or for those who are mandated to obtain a GED and provide a plan for successful re-entry. Career and Technical Education options are also available. It will give these offenders the same opportunities that are afforded other offenders who are incarcerated in other GDC affiliated facilities. To qualify for participation, offenders will have to meet GA Department of Corrections' SOP qualifications for participation in educational and vocational programs. The program will target the approximate 4,842 offenders housed in the 23 County Correctional Institutes in the state who do not possess either a high school diploma or a GED. Career and Technical Education options will also be available for offenders who may already have a high diploma or GED.

### **Funding**

Funding will be determined by meeting specific criteria established by the GA Department of Corrections. Eligible institutions could receive \$25,000 per block of instruction or learning labs depending on the criteria established by GDC. Institutions could receive funding for multiple blocks depending on enrollment and classroom space. Blocks must have a minimum of 10 students and not more than 25 students maximum for a block. Funds must be used only for instructional support and resources for the educational program. Institutions can earn a \$1,000 bonus, which can be spent at the discretion of the Institution, for each GED competition or Technical College certificate, subject to FY 2017 Supplemental Budget funding.

**Responsibility**

The Georgia Department of Corrections will serve as a consultant and monitor the criteria for eligibility for receiving funds from the CCIEIP. It is the responsibility of the CCI to secure a teacher from a technical college or other local educational agency. It is also the responsibility of the CCI to provide proof of eligibility and maintain eligibility as detailed in the MOU between GDC and the CCI.

**Exhibit "B"**

**Payment Request Form**

County Prison Name: \_\_\_\_\_

Area Principal Name: \_\_\_\_\_

**Submission Deadline:**

September 30, 2016   December 31, 2016   March 31, 2017   June 30, 2017

**To qualify for payment, the following criteria must be met:**

Minimum of 10 properly qualified and enrolled students       YES    NO

Contract with qualified instructor       YES    NO

Enrollment entered in Scribe       YES    NO

**Payment Requested**

<b>Students Enrolled</b>	<b>Amount</b>	
10-25 Students	\$25,000	
26-30 Students	\$5,000 additional	
31-35 Students	\$5,000 additional	
36-40 Students	\$5,000 additional	
41-45 Students	\$5,000 additional	
46-50 Students	\$5,000 additional	
51-55 Students	\$5,000 additional	
<b>Enrollment TOTAL</b>		
GED Completion Bonus: \$1,000 per student	# of students	
<b>Bonus TOTAL</b>		
<b>TOTAL AMOUNT OF THIS PAYMENT REQUEST</b>		

AMOUNT PREVIOUSLY PAID OUT (If applicable): \_\_\_\_\_

\*\*Please include a list of offender name and ID for students enrolled and completions.

**County CI Warden** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Area Principal** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Director, Education & Programs** \_\_\_\_\_ **Date:** \_\_\_\_\_

***Motion/Second by Ray/Hawbaker to approve an***

***Intergovernmental Agreement with the Georgia Department of Corrections for a County Correctional Institute Educational Incentive Plan. Motion carried unanimously by all.***

4. Consider approval of Resolution to Amend the ACCG 401(a) Defined Contribution Plan for Spalding County Employees to provide for employer matching contributions.

Mr. Wilson stated that during the budget an additional 1% was budgeted towards the County's match. This is the formal paperwork to provide for the additional 1% match.

**ADOPTION AGREEMENT AMENDMENT #3  
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, 2016.

**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
- [X] Matching Contributions equal to **fifty percent (50%)** of the first **four percent (4%)** on amounts Participants contribute to the 457(b) Eligible Deferred Compensation Plan. The maximum Matching Contribution shall be no more than **two percent (2%)** 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
- [X] Matching Contributions shall be calculated based on whole percentages of Compensation deferred by the Participant

Matching Contributions shall be made:

- [X] 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, 2016

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

SPALDING COUNTY, GEORGIA

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

\_\_\_\_\_  
Rita Johnson

Title: Chairperson, Spalding County Board of Commissioners

Date: June 20, 2016

***Motion/Second by Ray/Miller to approve the Resolution to Amend the ACCG 401(a) Defined Contribution Plan for Spalding County Employees to provide for employer matching contributions. Motion carried unanimously by all.***

5. Consider approval for the Spalding County Human Resource Department to apply for the 2016 ACCG Group Health Benefits Program Health Promotion & Wellness Grant.

Mr. Wilson stated that the Employee Appreciation Health and Wellness Event is funded annually by the proceeds received from the ACCG Group Benefits Program Health Promotion and Wellness Grant.

***Motion/Second by Flowers-Taylor/Hawbaker to approve the request from the Spalding County Human Resource Department to apply for the 2016 ACCG Group Benefits Program Health Promotion & Wellness Grant. Motion carried unanimously by all.***

6. Consider proposal from Loudoun Communications for the construction of a new 800 MHz tower off Jackson Road adjacent to the Cabin Fire Station and relocation of the equipment from the existing rented tower site on Hwy 155.

Mr. Wilson advised that the funding for construction of this tower was included in the 2016 SPLOST to provide service to a portion of the County that is served by a tower located on SR155 that the County current rents space on for approximately \$100,000 per year. We have worked with our Harris vendor and selected a location, on County property, where we can construct our own tower.

Mr. Wilson advised that \$426,400 in bonded funds were budgeted for this project. The bid from Loudoun Communications came in at \$376,267.86 for a turnkey project

that will include construction of the new tower and removing the existing equipment from the SR155 location and install it at the new site. They will also remove all of the County antennas from the SR155 rented site once the system is operational.

Mr. Wilson then stated that the County will have to give a 90 day notice to American Tower, the current owner of the tower on which we lease space. This lease will renew in January, so we would like to go ahead and give them notice that we will not be renewing this lease. The tower can be constructed and working before the end of the year.

***Motion/Second by Ray/Flowers-Taylor to accept the proposal from Loudoun Communications for the construction of a new 800 MHz tower off of Jackson Road, adjacent to the Cabin Fire Station and relocation of the equipment from the existing rented tower site on Hwy 155.***

Commissioner Hawbaker stated that he would like to see a breakdown as to each of the line item components for this project.

Mr. Wilson advised that construction of the tower was put out for bids and there were two companies, Motorola and Loudoun that bid on the project. We do have a detailed breakdown from the bid process and will provide a copy to the commissioners who wish to review the bid. Loudoun's bid came in significantly less than Motorola and because of the proprietary nature of the equipment, only a Harris authorized entity can move the equipment, reconnect it and make sure that it is working properly. Loudoun is the local vendor approved by Harris to perform equipment removal and reconnection of their equipment.

**HIGHWAY 155 TOWER RELOCATION PROJECT**

**THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this 20th day of June, 2016**

**BETWEEN:**

**Spalding County Board of Commissioners**

**Of 119 East Solomon St. Griffin, Ga. 30223**

**(the "Client")**

**- AND -**

**Loudoun Communications, Inc**

**of 5680 Stitcher Ct. Douglasville, GA 30134**

**(the "Contractor")**

**BACKGROUND:**

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in the Agreement.

**IN CONSIDERATION OF** the matters described below and of the mutual benefits and obligations set forth in the Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

**Services Provided**

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the “Services”) consisting of:
  - Geotechnical report on soil and ground conditions
  - A & E services including FCC Licensing
  - Silt fence installation
  - 196’ Self Supporting Tower with accessories erected and installed
  - 60’ x 60’ fence with 2 gates and barbed wire
  - Grounding System
  - Tower Top Amplifier with cabling
  - 3 RF Antennas with cabling
  - 2 Microwave Antennas with cabling
  - Path Alignment
  - Electrical for new shelter on site
  - Installation of shelter pad, generator pad, and gas pad
  - Relocation of shelter
  - Removal of equipment from existing tower and delivery to Spalding Co. storage facility
  - Alignment testing and verification for Harris P25
  - Crane at each location
  - Site cleanup of all excess material
  - Services to be performed at new tower site location 3865 Jackson Rd., Griffin, Ga.
  
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

**Term of Agreement**

3. The term of this Agreement (the “Term”) will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
  
4. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement.

**Performance**

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
  
- 6.

**Currency**

7. All monetary amounts referred to in the Agreement are in USD (US Dollars).

**Compensation**

8. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the “Compensation”) to the Contractor of a fixed amount of \$376,267.85.
  
9. The client will be invoiced as follows:

30% (\$112,880.36) Due upon Acceptance of Contract

40% (150,507.14) Due upon Equipment Delivery

20% (75,253.57) Due upon Installation of Tower and Equipment

10% (\$37,626.78) Due upon Final Acceptance

10. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
11. The compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

#### **Reimbursement of Expenses**

12. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

#### **Confidentiality**

13. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
14. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
15. All written and oral information and material disclosed or provided by the client to the contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of the Agreement or how it was provided to the Contractor.
16. All information, pricing, engineering, descriptions and studies presented to the Client are proprietary information and are the property of Loudoun Communications, Inc. Such information and descriptions may not be copied or reproduced by any means, or disseminated or distributed without the express prior written permission of Loudoun Communications, Inc.

#### **Return of Property**

17. Upon expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

#### **Capacity/Independent Contractor**

18. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

#### **Notice**

19. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of

this Agreement as follows:

- a. Spalding County, GA  
19 East Solomon Street  
Griffin, Ga. 30224
- b. Loudoun Communications, Inc.  
5680 Stitcher Court  
Douglasville, Ga. 30134

Or to such address as any Party may from time to time notify the other.

**Dispute Resolution**

20. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.
21. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to the Superior Court of Spalding County.

**Modification of Agreement**

22. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

**Time of the Essence**

23. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

**Assignment**

24. The Contractor will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

**Entire Agreement**

25. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

**Enurement**

This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns

**Titles/Headings**

26. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**Gender**

27. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Governing Law**

28. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Georgia, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

29. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver**

30. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and notary seal on this 20<sup>th</sup> Day of June, 2016.**

\_\_\_\_\_  
Rita C. Johnson, Chairman                      Date  
Spalding County Board of Commissioners

\_\_\_\_\_  
Ed Poorman, General Manage                      Date  
Loudoun Communications, Inc.

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_ 2016.

\_\_\_\_\_  
Notary Public  
My Commission Expires

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

7. Consider approval of Addendum #1 to the Harris System Maintenance Agreement for the 800MHz Communication System.

Mr. Wilson advised that the County budgets annually for a maintenance contract with Harris for our 800 MHz Communication System. Due to the installation of new equipment the manufacturer’s warranty will cover the equipment for a portion of the year and the revised rate reflects the maintenance on the equipment for the remainder of the year.

***Motion/Second by Miller/Ray to approve Addendum #1 to the Harris System Maintenance Agreement for the 800 MHz Communication System. Motion carried unanimously by all.***

8. Consider approval of grant application to the Natural Resources Conservation Service for the construction of raised planting beds at the Spalding County Senior Center.

Eric Mosley, Assistant County Manager, advised that he had started the application process and the plan is to utilize the proceeds to provide a raised garden bed at the Senior Center. He stated that there is no match requirement for these funds. He also advised that he had spoken to the Griffin Home Depot and they have agreed to match dollar for dollar the amount received from this grant in construction materials to assist in this effort.

He stated that the hope is to assist our seniors in growing vegetables and we plan to use some of the vegetables in the Senior Nutrition Program. Eventually we are hoping to have a monthly Seniors Farmers Market at the Senior Center.

***Motion/Second by Ray/Miller to approve application for a grant to the Natural Resources Conservation Service for the construction of raised planting beds at the Spalding County Senior Center. Motion carried unanimously by all.***

9. Consider on first reading Ordinance 2016-07 amending Chapter 4 of the Spalding County Code of Ordinances by adding a new subsection 6-4003(c), and by striking subparagraphs (a) and (c) of section 6-4004 in their entirety and inserting new sections 6-4004(a) and 6-4004(c) to provide for bonds and notification.

James Fortune, County Attorney, advised that the legislature recently passed a statute which has changed the bonding requirement for logging companies. In the past, the County has required an individual bond for each logging operation taking place within Spalding County. The new statute only requires a single bond with a limit to the amount of the bond to be provided and it can cover multiple logging projects throughout the year.

The logging companies are still required to notify the County of their intent to cut and in what areas they will be cutting, but they are no longer required to provide a bond for individual locations. The change in the Ordinance brings the Spalding County Ordinance into compliance with State law.

***Motion/Second by Hawbaker/Flowers-Taylor to approve on first reading Ordinance 2016-07 amending Chapter 4 of the Spalding County Code of Ordinances by adding a new subsection 6-4003(c), and by striking subparagraphs (a) and (c) of section 6-4004 in their entirety and inserting new sections 6-4004(a) and 6-4004(c) to provide for bonds and notification. Motion carried 3-2 (Miller/Ray)***

10. Consider approval on first reading the FY 2017 Budget Ordinance.

Mr. Wilson advised that the budget hearing has been held and staff is recommending approval.

***Motion/Second by Hawbaker/Ray to approve on first reading the FY 2017 Budget Ordinance. Motion carried unanimously by all.***

11. Chairperson Johnson would like to give an update on the Griffin-Spalding Archway projects.

Chairman Johnson stated that the attachment to the Agenda includes the Archway Projects and what has been done up to today. Some of the items that she wanted to mention were:

- The Charity Tracker Issue Work Group, the focus being the Christmas Assistance Programs and the Delivery Models for the upcoming holiday season with various organizations. The purpose of this group is to merge the charity organizations currently servicing Spalding County together and tracking those organizations.
- The Community Health and Wellness Issue Work Group toured the health life community gardens at Fairmont. Heard presentations a potential opportunity for the old airport property.
- The Young Professionals Group had their last meeting at the Lakes at Green Valley Industrial Park and discussed recent industry announcements as provided by the Griffin-Spalding Development Authority.
- The Leadership Development Issue Work Group is focused on having the Chamber host and have community members in hopes of rebooting the leadership program as they work to find new leaders for that group.
- Healthy Youth Issue Strategy Work Group is focusing on youth mentoring programs. It is hoped that we can get mentors that will encourage our youth to become leaders in our community.
- She then encouraged the commissioners to come to some of the work groups and participate.

Commissioner Flowers-Taylor stated that within a month to six weeks the charitable organizations in the County that will be hosting the “Back to School Bash” she asked if there has been a tracking mechanism developed to make sure that the same individuals are not taking advantages of more than one opportunity to get free school supplies.

Chairperson Johnson stated that the “Back to School Bash” was one of the events that was discussed and they are trying to get all of the churches and charitable organizations to come together to control the distribution so that the maximum number of individuals are benefiting from the program. However, they are meeting with some resistance from the organizations.

12. 2016 SPLOST Update:

Mr. Wilson stated that he will start updating the Board regularly on the progress of the SPLOST projects. We have made a lot of progress on SPLOST items since it passed. As noted at the last board meeting, we received our first check and by Monday of next week, we should know how much the second month of collections will be and he will send everyone notification of that number.

- Long Term Debt for Fire Station, Fire trucks, Correctional Institute and Memorial Drive Plaza - paid off March 1, 2016
- Senior Nutrition Capital expenditures reimbursed to General Fund - June 2016
- Fire Department Wildland Response Unit (Brush Truck) - in operation April 2016
- Soccer Lights- under construction with July 2016 estimated completion.

- E911 Phone system - in operation April 2016
- Judicial Computers/Software Upgrades - in progress.
  
- Computer Aided dispatch will be coming in July.
- Heritage Park Projects - Asbestos abatement underway
- Air Conditioning Fairmont Gym improvements - out to bid
- Pickleball Facility - currently under design
- 800 MHz Tower Relocation - bid awarded tonight
- Fire Department Pumper/Tanker - to be delivered in August 2016

Mr. Wilson stated that the County has made a lot of progress on the list of SPLOST projects and he will continue to update this list as we go forward.

13. Consider a Resolution to authorize a Declaration of Taking for North Hill Street intersection #2 improvements.

Mr. Fortune advised that this has to do with the intersection improvements on North Hill Street. There is an easement that we need to acquire, but there is a problem with getting a clear title to the easement. This has been discussed with the owners and they are in agreement with the condemnation. We will be using the Declaration of Taking method for a permanent easement and for a temporary construction easement.

**RESOLUTION ADOPTING DECLARATION OF TAKING**

WHEREAS, the Spalding County Board of Commissioners, hereinafter referred to as “The County”, has made a determination that it needs to acquire certain property and easement rights for its use belonging to Kingdom Enterprises and/or Eleanor Jane Scudder, more particularly described in the Exhibit “A” attached hereto; and

WHEREAS, attempts to negotiate the purchase of said property rights from the owner have proven unsuccessful; and

WHEREAS, Mr. Ken Fletcher has appraised the easement rights to be acquired and has determined that the fair market value is \$3,700; and

WHEREAS, the Commissioners have decided that the acquiring of this easement right is in the public interest and is a public necessity for transportation purposes;

NOW, THEREFORE, it is resolved that this Commission adopts the within Declaration of Taking. These easement rights are being taken for the use of Spalding County, subject to the order of the Court provided in O.C.G.A. §32-3-12.

The property and the easement rights described are being acquired for a public purpose of providing Spalding County with the required right of way to improve North Hill Street and to improve safety for the motoring public. All questions of necessity and public convenience with respect thereto have been heretofore determined by the County. The County is duly authorized and empowered to acquire said property and easement rights under the provisions of O.C.G.A. §22-30-140 and O.C.G.A. §32-2-4 through §32-3-20.

Attached hereto as Exhibit “B” is an Affidavit of Mr. Ken Fletcher. Mr. Fletcher’s Affidavit is attached to this Declaration of Taking stating that in his opinion the fair market value of the easement rights to be acquired is the sum of \$3,700. Mr. Fletcher is of the opinion that there are no consequential damages as a result the taking.

As a result of the necessity to acquire the easement in a speedy and expeditious manner, the County has made a determination that it is necessary to proceed under the

provisions of O.C.G.A. §32-3-6 and this Declaration of Taking specifically authorizes condemnation under the aforementioned code section.

Persons to be served are as follows:

- 1) Kingdom Enterprises and/or Eleanor Jane Scudder, the owner of the real property.
- 2) Sylvia Hollums, Tax Commissioner of Spalding County, Georgia, since 2010 taxes remain due, in the amount of \$1,410.17

THEREFORE, IT IS HEREBY RESOLVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

Signed: \_\_\_\_\_

Chairman, Board of Commissioners of Spalding County

Attest: \_\_\_\_\_

***Motion/Second Hawbaker/Ray to authorize a Resolution for a Declaration of Taking for the easements indicated during the meeting for North Hill Street intersection #2 improvements project. Motion carried unanimously by all.***

14. Consider request from Commissioner Flowers-Taylor to purchase equipment for the parks and recreation locations to assist in the summer programs.

Commissioner Flowers-Taylor advised that she had asked Kelly Leger to send her pricing on items for the three recreation centers. She stated that we are at the end of the fiscal year and she would like to allocate some of the funds remaining in the Commissioners' Contingency Fund for these items. She advised that she had tried to email the list compiled to the Board, but was unable to do so.

Commissioner Flowers-Taylor then asked how much was left in the contingency fund.

Mr. Wilson advised there was approximately \$20,000 remaining in the Contingency Fund.

Commissioner Flowers-Taylor advised that she had visited all three of the recreation centers within the last week and advised that aside from the programs currently being offered by the Parks and Recreation Department, the opportunities for entertainment at these centers are sparse in terms of the kind of things that a kid would want to do. She stated that at Fairmont they have a Wii game console with games that are appropriate for children to play at the center.

Commissioner Flowers-Taylor then asked that:

- Two Wii consoles be purchased for each facility at a projected cost of \$200.00 per console.  
Projected cost for 3 locations (6 units at \$200.00 per unit = \$600.00)
- Wii Games – 4 games for each console unit.  
(4 games at each of the three sites @\$30 per game = \$360.00)
- One TV for each location at a projected cost of \$300.00 per TV.  
(3 X \$300.00 = \$900.00)

- An outdoor volleyball set for each location that can be checked in and out of the center.  
(3 X \$500.00 = \$1,500.00)
- Indoor volleyball sets for each location  
(3 X \$2,000.00 = \$6,000.00)

Commissioner Ray stated that he would like to see a list of the items to be purchased by proposed facility prior to approval. We would not allow any of the Departments within the County to come before the Board and advise that they want to purchase certain items without documentation and the Board should be held to the same standards.

Chairperson Johnson asked that everyone respond back once they have had the opportunity to review the request.

***Motion/Second by Ray/Flowers-Taylor to approve \$4,000.00 from the 2016 Commissioner Contingency Fund for 2 Wii consoles, 3 Wii games, 1 TV, 1 outdoor volley ball set for each center pending documentation to the Board members on the items to be purchased and the cost of the items. Motion carried unanimously by all.***

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

- We received a grant for two Weather Warning Sirens, one was installed at Wyomia Tyus Olympic Park and one was installed at Woodruff Station and two Weather Warning Sirens that were included in the 2016 SPLOST, one for Sunny Side and one for Orchard Hill, these sirens have been installed and were tested last Wednesday. These sirens will continue tested every Wednesday between 11:30 a.m. and noon.
- Harris Company Invitation – Game Changing Solutions. They will be introducing new radio equipment and the event will be at the Griffin Country Club on Wednesday of this week.
- We will have a presentation on the June 27<sup>th</sup>, during the Work Session scheduled that morning, from the Gordian Group on State Contracting and how it can work with the SPLOST projects. Staff is going to recommend that we try this State Contract purchasing for the Pickleball Facility because we believe it would be an excellent “turn-key” project to see how it works and see how they perform.
- Terri Bass has now completed the Georgia Procurement Basic Certification course and is now a Georgia Certified Purchasing Associate. She will move on to Level II.
- Pro Day 2016 will be sponsored by the Spalding County Parks, Public Grounds and Leisure Services Department this weekend. This day is all about professional athletes and giving back to local youth. Saturday, June 25<sup>th</sup> from 3 p.m. – 7 p.m. at the Administrative Offices, 843 Memorial Drive. The Athletic Hall of Fame will be open. It is going to be a great event and we hope that you will be able to attend.
- Hotel/Motel Increase to 8% will go into effect July 1, 2016. All of the hotels have been notified by written correspondence and new forms for filing their tax have been sent as well.

- One of the last 2008 SPLOST projects was the replacement of the West McIntosh Road Bridge this is a joint project between Fayette and Spalding Counties. We entered into an IGA with Fayette County in August of 2013 for this project. We had originally budgeted \$500,000 for our portion of this project; however the bids came in at \$479,000 for the locals. The actual project is a \$3.199 million bridge that DOT will be constructing. This will start in the fall and take approximately two years to complete. There will be an off-site detour for that project.

## **XII. REPORT OF COMMISSIONERS**

**Donald Hawbaker**- For the June 27 Workshop, is it anticipated that we will have items to vote on.

Mr. Wilson stated that we will be having a presentation from Gordian Group during the work session next week so that the Board will be familiar with what services they can offer through that organization. There will be no vote taken.

He commended Public Works on everything they continue to do. If you send in a request they get right on it and they handle it in a professional manner.

He also commended Code Enforcement and Eric for the detail that sat out at Sun City and handed out warning tickets for speeding and blowing through stop signs.

He thanked Mr. Wilson for putting up the speed detection devices, it has had a significant effect on the speeding in the neighborhood.

He wished everyone a good July 4<sup>th</sup> holiday.

**Gwen Flowers-Taylor** -Wanted to share with Commissioner Hawbaker that the Sun City residents are not just blowing the stops signs at Sun City.

She advised that the roadway is closed at Sixth Street, the City of Griffin has closed off access at Fairmont and you will no longer be able to go straight on Blanton Street.

She asked for an update on Ms. Colvert's water situation.

Mr. Wilson advised that a contractor has been hired. They will start construction tomorrow on Houston Street.

Commissioner Flowers-Taylor then asked if the CI goes through the purchasing process or do they do their own purchasing.

Mr. Wilson advised that all purchasing now goes through Terri Bass.

Commissioner Flowers-Taylor thanked everyone for the equipment authorized at the recreation centers.

**Raymond Ray** - He wished everyone a Happy July 4<sup>th</sup>, and asked everyone to be safe be careful enjoy the holiday.

He then remind the Commissioners that the Financial Campaign Disclosure Statements are due in July 1st.

**Bart Miller** - None.

**Rita Johnson** - Chairperson Johnson stated that on Saturday at 1:00 p.m. at UGA she will have the opportunity to honor Willie Thompson. Mr. Thompson is a native of Griffin, he is a Valedictorian from Morehouse College, he obtained a degree in Economics and a minor in Chinese

Studies and he will be going to China in the near future.

She then wished everyone a Happy 4<sup>th</sup> of July.

**XII. CLOSED SESSION – None.**

**XIII. ADJOURNMENT**

***Motion/Second by Ray/Miller to adjourn the meeting at 7:17 p.m. Motion carried unanimously by all.***

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

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