

MINUTES

The Spalding County Board of Commissioners held their Extraordinary Session in Room 108 in the Courthouse Annex, Monday, September 19, 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, James Fortune and Executive Secretary, Kathy Gibson, to record the minutes.

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

II. INVOCATION AND PLEDGE TO THE FLAG

Webelos Pack 2 of the First Baptist Church of Griffin delivered the invocation, presented the colors and led the Pledge of Allegiance to the flag. They then read a brief Proclamation of Thanks to the Board of Commissioners and presented the Board with the Proclamation.

III. PRESENTATIONS/PROCLAMATIONS

1. Jacoya Clinkscales and Kelly Leger to present an overview of the Senior Nutrition Program to include progress that has been made and their goals for next year.

Jacoya Clinkscales, Senior Nutrition Supervisor, advised that she would be giving the presentation as Kelly Leger had, had a family emergency and could not attend the meeting.

Ms. Clinkscales advised that over the last year they have been able to retrofit and renovate the Senior Center to accommodate on site and in house meal service. Staff has been hired and this program has resulted in more seniors utilizing the Center.

Ms. Clinkscales stated that the program currently serves 30-40 breakfasts daily along with 175 to 200 meals at lunch. In addition to the ala carte items there are healthy selections such as salad, fresh fruit, soup and sandwiches available.

In August 2015 when the program started, there were 69 individuals receiving meals through the Meals on Wheels program. As of June 2016, that number has grown to 96 clients representing a 39% growth in the number of homebound citizens now benefiting from this program. By June 2016, the end of the budget year, the Senior Nutrition Program had distributed 17,624 meals to Spalding County Residents who are homebound in this community.

Additionally, the congregate meal program which is the in house meal program began with 38 clients, these were the clients that transferred from the Council on Aging. As of September 2016, we have 240 clients in our congregate meal program. Most of these are new people who have decided to join the Senior Center and participate in these services. By the end of June 2016 we had served a total of 14,558 meals which represents approximately 61 clients under the congregate meal program daily. This does not include staff or Spalding County Employees who eat at the Center, nor does it include seniors under the age of 60 or guests that our clients may bring with them to the Center.

Ms. Clinkscales then advised that there are several levels of funding utilized for this program. Three Rivers Regional Commission Area on Aging is the biggest contributor in support

of the program as well as funding from the local CSBG (Community Service Block Grant), there is also a food allotment grant from the Hospital Authority and the local United Way helps support the cost of this program.

Ms. Clinkscales also stated that approximately 126 staple boxes that contained nonperishable items as well as food and water were prepared and distributed to the Meals on Wheels clients during the Winter for their use should inclement weather occur and delivery of meals be impeded or delayed. Additionally, we partnered with the Spalding County Fire Department and received a grant that allowed us to distribute 40 fans to Meals on Wheels clients who are home bound.

Ms. Clinkscales thanked the Board for seeing the value in the Senior Nutrition Program and bringing it to the County. She stated that they receive thanks from seniors on a daily basis for this program. The program means a lot to many of the seniors in this County.

2. Consider approval of a Proclamation designating October 1st thru October 31st, 2016 as "Dysautonomia Awareness Month" in Spalding County, Georgia.

Commissioner Gwen Flowers-Taylor read the proclamation.

Dana Bradberry, who is 19 years of age and a victim of this disease, thanked the Board for designating the month of October 1st through October 31, 2016 as "Dysautonomia Awareness Month" in Spalding County and bringing to light this debilitating disease that very few are aware even exists, Dysautonomia is not rare, it affects over 7 million people worldwide are affected by this disease. There is no cure for this disease and there are no FDA approved treatments. Ms. Bradberry advised that it can take as long as six years for the disease to be diagnosed as most medical professionals are not aware of the disease.

Proclamation

A PROCLAMATION TO DESIGNATE, THE MONTH OF OCTOBER 1-31, 2016 AS "DYSAUTONOMIA AWARENESS MONTH"

WHEREAS: Dysautonomia is a group of medical conditions that result in a malfunction of the autonomic nervous system, which is responsible for "automatic" bodily functions such as respiration, heart rate, blood pressure, digestion, temperature control and more; and,

WHEREAS: some forms of Dysautonomia are considered rare diseases, such as Multiple System Atrophy and Pure Autonomic Failure, while other forms of Dysautonomia are common, impacting millions of people in the US and around the world, such as Diabetic Autonomic Neuropathy, Neurocardiogenic Syncope and Postural Orthostatic Tachycardia Syndrome; and

WHEREAS: Dysautonomia impacts people of any age, gender, race or background, including many individuals living in Georgia; and

WHEREAS: some forms of Dysautonomia can be very disabling and this disability can result in social isolation, stress on the families of those impacted, and financial hardship; and

WHEREAS: some forms of Dysautonomia can result in death, causing tremendous pain and suffering for those impacted and their loved ones; and,

WHEREAS: increased awareness about Dysautonomia will help patients get diagnosed and treated earlier, save lives, and foster support for individuals and families coping with Dysautonomia in our community; and

WHEREAS: Dysautonomia International, a 501(c)(3) non-profit organization that advocates on behalf of patients living with Dysautonomia, encourages communities to celebrate Dysautonomia Awareness Month each October around the world;

**NOW, THEREFORE
BE IT RESOLVED** We, the Spalding County Board of Commissioners, recognize the contributions of the professional medical community, patients and family members who are working to educate our citizenry about Dysautonomia in Georgia and do hereby proclaim the month of October 1st thru October 31st, 2016 as:

“DYSAUTONOMIA AWARENESS MONTH”

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

Rita C. Johnson, Chairperson

William P. Wilson, Jr., County Clerk

Motion/Second by Ray/Miller to designate the month of October 1st through October 31, 2016 as “Dysautonomia Awareness Month” in Spalding County, Georgia. Motion carried unanimously by all.

3. Ms. Claudet Gallman of the Griffin Lions Club to present smoke detectors for distribution to County residents by the Spalding County Fire Department.

Ms. Gallman thanked the Board for allowing her, her son, Anthony Gallman, past district governor Max Gallman and Lions Club President, Aaron Pascal to be here today. Anthony Gallman, Vice President of the Griffin Lions Club and City of Griffin Firefighter stated that as a firefighter, it became evident that there is a dire need in the community for smoke detectors. Between December 2015 and April 2016 were 7 lives lost in Spalding County in incidents involving home fires. He further advised that some of the homes investigated had no working smoke detectors.

The Lions Club applied for and a received grant funding from the Home Depot, they were awarded a \$2,000 grant and with those funds they purchased smoke detectors, fire extinguishers, flashlights and replacement batteries for units that are found to not have working batteries. These items have been evenly distributed between the City of Griffin and Spalding County Fire Departments for delivery to the citizens of this community.

IV. PRESENTATIONS OF FINANCIAL STATEMENTS

1. Consider approval of financial statements for the two months ended August 31, 2016.

Jinna Garrison, Administrative Services Director, advised that she is available to answer any questions the Board may have in regard to the August financial statements.

Motion/Second by Hawbaker/Ray to approve the financial states for the two months ended August 31, 2016. Motion carried unanimously by all.

V. 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.

Spoke in favor of suspension of tournament fees in order to spur tourism in Spalding County:

Shashee Patel, Quality Inn & Suites, 2014 North Expressway,
Griffin, Georgia.

Skipper Burns, 403 East College Street, Griffin, Georgia.

VI. MINUTES -

1. Consider approval of minutes for the Spalding County Board of Commissioners Extraordinary Session on August 15, 2016 and the Spalding County Board of Commissioners Zoning Public Hearing on August 25, 2016.

Motion/second by Flowers-Taylor/Ray to approve the minutes of the Spalding County Board of Commissioners Extraordinary Session on August 15, 2016 and the Spalding County Board of Commissioners Zoning Public Hearing on August 25, 2016. Motion carried unanimously by all.

VII. CONSENT AGENDA

1. Consider on second reading Amendment to Unified Development Ordinance #A-16-02 - Article 20. S- 1 Sensitive Land Flood Damage Prevention - amend to be consistent with National Flood Insurance Program regulations and definitions.

IN RE:

Text Amendment #A-16-02

AMENDMENT TO THE ZONING ORDINANCE OF SPALDING COUNTY

RESOLUTION AMENDING

THE ZONING ORDINANCE OF SPALDING COUNTY, GEORGIA

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

WHEREAS, the Board of Commissioners of Spalding County, Georgia enacted the current Zoning Ordinance of Spalding County, Georgia on January 4, 1994 and

therein adopted the Official Zoning Map of Spalding County, Georgia, in Article 23, Section 2301, et. seq.;

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

WHEREAS, such text amendments to the Zoning Ordinance of Spalding County were reviewed by the Spalding County Planning Commission, and a hearing on the text amendments to the Zoning Ordinance of Spalding County was conducted by the Board of Commissioners of Spalding County, Georgia on the 25th day of August, 2016 pursuant to O.C.G.A. § 33-66-1, et. seq. in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia;

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

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

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

Section 1: The following provision of the Zoning Ordinance of Spalding County, Article 20 S-1 Sensitive Land Flood Damage Prevention shall be deleted: Section 2002(G).

Section 2: The following provision shall be added to the Zoning Ordinance of Spalding County, Article 20 S-1 Sensitive Land Flood Damage Prevention to appear as Section 2002(G):

Section 2002. Definitions

G. Base flood elevation (BFE): The elevation shown on the flood insurance rate map for Zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a one percent (1%) chance of occurrence in any given year.

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

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

Approved on first reading August 25, 2016.

Approved on second reading September 19, 2016.

Motion/Second by Flowers-Taylor/Ray to approve on second reading Amendment to the Unified Development Ordinance #A-16-02 – Article 20. S-1 Sensitive Land Flood Damage Prevention – amend to be consistent with National Flood Insurance Program regulations and definitions.

VIII. OLD BUSINESS – None.

IX. NEW BUSINESS-

1. Consider request of the Humane Society of Griffin Spalding County, Inc. for a letter stating that Spalding County has no objection to the State granting a one-day alcohol license for the Humane Society's Annual Chili Cook-Off to be held on Saturday, October 22nd 2016 at "The Pavilion" from 11:00 a.m. – 2:00 p.m.

William Wilson, County Manager stated that this is the annual request from the Human Society for a one-day alcohol license for their Annual Chili Cook-Off to be held on Saturday, October 22nd all departments have reviewed the request and have no problem with approval. Staff recommends approval.

Motion/Second by Flowers-Taylor/Ray to approve the request of the Humane Society of Griffin Spalding County, Inc. for a letter stating that Spalding County has no objection to the State granting a one-day alcohol license for the Humane Society's Annual Chili Cook-Off. Motion carried unanimously by all.

2. Consider approval on first reading an ordinance amending the FY 2017 Budget Ordinance to provide for prior year encumbrances.

Mr. Wilson advised that this is the end of the year Budget Ordinance that covers any outstanding purchase orders from the previous fiscal year.

Motion/Second by Ray/Miller to approve on first reading an ordinance amending the FY 2017 Budget Ordinance to provide for prior year encumbrances. Motion carried unanimously by all.

3. Consider proposals for preparation of the 2017 Comprehensive Plan Update.

Mr. Wilson advised that as mentioned in the work session this morning we requested proposals for preparation of the 2017 Comprehensive Plan, this is something that is required by the State of Georgia. In order to maintain our qualified local government status and Amec Foster Wheeler Environmental Infrastructure, Inc. is the group staff is recommending.

Motion/Second by Hawbaker/Flowers-Taylor to approve the contract with Amec Foster Wheeler for the 2017 Comprehensive Plan Update. Motion carried unanimously by all.

4. Consider approval of the 2016 LMIG request.

Motion/Second by Ray/Flowers-Taylor to approve the 2016 LMIG request.

Commissioner Hawbaker requested an update on the expenditure of 2015 LMIG funds.

Mr. Wilson advised that the 2015 and 2016 LMIG projects are out for bid right now. The bid requests are due into the County on October 19, 2016 at 2:00 p.m. Spalding County is bidding out the two years under the same project and it is hoped they will be

complete by June 30th of 2017. It is a total of approximately 16 miles.

Motion carried unanimously by all.

5. Consider recommendation from the Parks & Recreation Advisory Commission for temporary suspension of tournament facility rental fees for current Associations contracted with Spalding County to spur tourism.

Mr. Wilson advised that this is a recommendation of the Park and Recreation Advisory Commission and he asked Commissioner Flowers-Taylor who is a member of the Park and Recreation Advisory Commission if she would like to speak regarding this request.

Commissioner Flowers-Taylor stated that this is part of the Griffin and Spalding Tourism plan. It is an attempt to increase attendance in activities occurring in the County, to draw more people into the community. It was felt that dropping tournament fees for associations that are partners with the Spalding County Parks and Leisure Services would increase the number of tournaments held here. It has been perceived that the tournament fees have hurt participation in the past and they are hoping that this will change.

Commissioner Ray asked that the costs incurred by the County to host these tournaments be captured and that this matter be revised after a year to see if this suspension of fees has been beneficial.

Motion/Second by Hawbaker/Flower-Taylor to approve the recommendation of the Parks and Recreation Advisory Commission to temporarily suspend the tournament facility rental fees for current associations contracted with Spalding County to spur tourism. Motion carried unanimously by all.

6. Consider approval on first reading an Ordinance amending the Motor Vehicles and Traffic Code Part VII, Chapter 1, Section 7-1002 to reduce the speed limit on Bates Road, Deason Street and Vickery Drive from 35 M.P.H. to 25 M.P.H.

Mr. Wilson advised that we had a request, Sheriff Beam has gone out to these locations and reviewed the traffic patterns and has approve the recommendation to lower the speed limit on these streets.

Motion/Second by Ray/Miller to approve on first reading an Ordinance amending the Motor Vehicles and Traffic Code Part VII, Chapter 1, Section 7-1002 to reduce the speed limit on Bates Road, Deason Street and Vickery Drive from 35 M.P.H. to 25 M.P.H. Motion carried unanimously by all.

7. Consider approval on first reading an Ordinance amending the Motor Vehicles and Traffic Code Part VII, Chapter 1, Section 7-1002 to reduce the speed limit as follows:
 - Amelia Road - Beginning at Locust Grove Road and traveling north for a distance of 2 miles (to the end of the pavement) reduce posted speed to 35 miles per hour.
 - Amelia Road - Beginning 2 miles north of Locust Grove Road (where the pavement ends) to the county line for a distance of 1 mile reduce the posted speed to 25 miles per hour on the unpaved portion of this road.
 - Apple Road - Beginning at Sam Solomon Road and traveling west for a distance of 0.4 miles to Amelia Road, reduce the posted speed to 25 miles per hour on this unpaved road.
 - Sam Solomon Road - Beginning at the Dead End and traveling

north for a distance of 1.5 miles to Apple Road, reduce the posted speed to 25 miles per hour on this unpaved road.

Motion/Second by Hawbaker/Ray to approve on first reading an Ordinance amending the Motor Vehicles and Traffic Code Part VII, Chapter 1, Section 7-1002 to reduce the speed limit on Amelia Road, Apple Road and Sam Solomon Road as indicated in the request. Motion carried unanimously by all.

8. Consider resolution supporting joint request with the City of Griffin for Employment Incentive Program (EIP) funds to provide a pre-treatment facility to assist Marukan Vinegar (U.S.A.), Inc.

Mr. Wilson stated that the City and County are jointly applying for this EIP Grant to assist Marukan in building a pre-treatment facility. The City of Griffin is the lead agency because they supply the sewer, but this business is located in the County. This is 100% grant funding, there is no match, and there is no cost to the City or to the County.

**SPALDING COUNTY
FY2016 EIP APPLICATION
RESOLUTION**

WHEREAS, the Georgia Department of Community Affairs has established the Community Development Block Grant Employment Incentive Program (EIP) grants to assist cities and counties with improvements to economic development, public facilities and housing in Georgia, and

WHEREAS, there exists in Spalding County a need to improve employment opportunities and to promote the health, welfare, safety, and economic security of its citizens by providing them with diverse opportunities and by assisting new businesses to locate in the County.

NOW THEREFORE, BE IT RESOLVED by the Chairman that Spalding County supports a joint EIP Grant application, with the City of Griffin, for funds to provide a pre-treatment facility to assist Marukan Vinegar (U.S.A) Inc.

BE IT FURTHER RESOLVED that the Chairman is authorized and directed to act as the official representative of the County, to act in connection with the application, including execution of required forms, to be responsible for compliance with the applicable state and federal requirements of the program, and to provide such additional information as may be required.

BE IT FURTHER RESOLVED that the Chairman is authorized to enter into a cooperating agreement (DCA Form 11) with the City of Griffin for this project – which identifies the City of Griffin as the Lead Applicant;

BE IT FURTHER RESOLVED that the County understands and agrees that the Griffin-Spalding Development Authority (GSDA) commits to own the pre-treatment facility and will have an agreement with Marukan who will provide the operation and maintenance of the facility;

BE IT FURTHER RESOLVED that the County hereby adopts the Citizen Participation Plan of the Georgia Department of Community Affairs to ensure public involvement in the CDBG process;

BE IT FURTHER RESOLVED that the County hereby acknowledges that the proposed project is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3) and in accordance with the County's Section 3 Compliance Plan will to the greatest extent feasible, comply with all Section 3 requirements;

BE IT FURTHER RESOLVED that the County hereby acknowledges that the proposed project is subject to the requirements of Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, Section 104(b)(2) of the Housing and Community Development Act of 1974, as amended, and Section 105(b)(3) of the National Affordable Housing Act of 1990 (NAHA). The County hereby commits to Affirmatively Furthering Fair Housing to the greatest extent feasible.

BE IT FURTHER RESOLVED that the County hereby acknowledges that the proposed project is subject to the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, Title II of the Americans with Disabilities Act of 1990 (ADA), and the Architectural Barriers Act of 1968. The County hereby commits to comply with all Section 504 requirements to the greatest extent feasible.

BE IT FURTHER RESOLVED that the proposed infrastructure improvements are in conformance with the County’s Comprehensive Plan and are not inconsistent with the County’s Service Delivery Strategy;

BE IT FURTHER RESOLVED that a true and dedicated commitment has been made to the project for its successful completion so said new business may provide new jobs for low to moderate income persons.

BE IT RESOLVED this 19th day of September, 2016

Chairman

CERTIFICATION

I do hereby certify that the foregoing is a true and correct copy of the Resolution duly adopted by the County on the date so stated in said Resolution. I further certify that I am the County Clerk and that said Resolution has full force and effect the 19th day of September, 2016.

ATTEST:

(COUNTY SEAL)

County Clerk

Motion/Second by Ray/Flowers-Taylor to support a joint resolution with the City of Griffin for the Employment Incentive Program (EIP) funds to provide a pre-treatment facility to assist Marukan Vinegar (U.S.A.), Inc. Motion carried unanimously by all.

- 9. Consider approval of an Intergovernmental Agreement with the City of Griffin to establish funding allocations for 2016 Edward Byrne Memorial Justice Assistance Grant Program.

Mr. Wilson advised that the City and the County have applied for this grant in the past separately. This year the Justice Department has decided that because we are in an area of severe need, there needs to be an intergovernmental agreement. The City of Griffin drafted the intergovernmental agreement it has been reviewed by the County Attorney. The agreement states that the City will be the lead agency. The City will receive \$19, 411 and we will receive \$11,454.

INTERGOVERNMENTAL AGREEMENT
between the
CITY OF GRIFFIN, GEORGIA
and
SPALDING COUNTY, GEORGIA

PREAMBLE

This Intergovernmental Contract entered into this 19th day of September, 2016 between the CITY OF GRIFFIN, GEORGIA (hereinafter referred to as the "City") and SPALDING COUNTY, GEORGIA (hereinafter referred to as the "County") (and collectively the City of Griffin, Georgia and Spalding County, Georgia hereinafter referred to as the "Parties") is for the purpose of establishing funding allocations for the Edward Byrne Memorial Justice Assistance Grant Program (hereinafter referred to as the "JAG Program"), codified in 42 U.S.C. § 3751(a), and to provide for the duties and responsibilities of both Parties.

RECITALS

WHEREAS, this agreement is made under the authority of Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia; and

WHEREAS, the City, as applicant and fiscal agent, desires to submit a joint application for the aggregate eligible allocation to all disparate municipalities for the FY 2016 JAG Program. Spalding County will receive \$11,054.00 and the City of Griffin will receive \$19,419.00; and

WHEREAS, Spalding County desires to receive FY 2016 JAG Program funding in accordance with the terms and conditions of the grant application and award; and

WHEREAS, the Parties find that the performance of this Agreement is in the best interests of both Parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing Parties for the services under this agreement;

WHEREAS, the Parties believe it to be in their best interests to reallocate the JAG Program funds;

NOW THEREFORE, the Parties agree to the following:

SECTION I

This Agreement shall be effective as of the date executed below and extend through June 30, 2020, or until grant funds are exhausted unless earlier terminated in accordance with Section VII of this agreement or modified as provided in Section XVI.

SECTION II

The County agrees to use JAG Program funds for purposes authorized under the grant, to provide data that measures the results of its work, and to provide consistent communication with the City.

SECTION III

The City agrees to provide consistent communication with the County, submit required reports, administer and distribute the JAG Program funds, and monitor the award.

SECTION IV

City agrees to pay County a total of \$11,054.00 of JAG Program funds.

SECTION V

County agrees to use \$11,054.00 for the 2016 Griffin Police Department/Spalding County Sheriff's Office Law Enforcement Program until September 2017.

SECTION VI

City agrees to use \$19,419.00 for the 2016 Griffin Police Department/Spalding County Sheriff's Office Law Enforcement Grant Program until September 2017.

SECTION VII

This Agreement may be terminated prior to the end of the grant upon sixty (60) days mutual written consent of the Parties or upon ninety (90) days written notice by one party. Termination under any provision of this paragraph shall not affect any rights, obligations, or liabilities of the Parties which accrued prior to such termination.

SECTION VIII

Nothing in the performance of this Agreement shall impose any liability for claims against Spalding County other than claims for which liability may be imposed pursuant to Georgia law.

SECTION IX

Nothing in the performance of this Agreement shall impose any liability for claims against the City of Griffin other than claims for which liability may be imposed pursuant to Georgia law.

SECTION X

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

SECTION XI

Each party shall be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

SECTION XII

This Agreement shall be construed according to the laws of the State of Georgia. Any action regarding this Agreement or work performed under this Agreement shall be filed in Spalding County or in the Northern District of Georgia, United States District Court.

SECTION XIII

Parties will comply with all federal, state, and local statutes regarding civil rights and non-discrimination practices.

SECTION XIV

Each party shall have access to the books, documents, and other records of the other that are related to this Agreement and the FY 2016 JAG Program for the purpose of examination, copying, site visit and audit, unless otherwise limited by law. The books, documents, and other records related to this Agreement and the FY 2016 JAG Program shall be maintained as long as stipulated in the Grant or by federal law, whichever is longer.

SECTION XV

Neither party shall subcontract or assign any part of this Agreement without the written consent of the other party.

SECTION XVI

This Agreement may be modified by mutual consent of the Parties. Any modification of provisions of this Agreement shall be reduced to writing and signed by the Parties.

SECTION XVII

This Agreement constitutes the entire Agreement between the Parties. This Agreement may be modified or amended only by the written Agreement of the Parties.

SECTION XVIII

By entering into this Agreement, the parties do not intend to create any obligations, either express or implied, other than those set forth herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

IN WITNESS WHEREOF, the parties have caused this Intergovernmental Agreement to be executed by placing on it the signatures of the persons authorized to act for the parties as follows:

Spalding County, Georgia (SEAL)

City of Griffin, Georgia (SEAL)

By: _____

By: _____

Rita C. Johnson, Chairperson

Dick Morrow, Chairperson

Attest: _____

Attest: _____

William P. Wilson, Jr., County Clerk

Kenny L. Smith, Secretary

Approved as to form:

Approved as to form:

By: _____

By: _____

James Fortune,
County Attorney

Andrew J. Whalen, III,
City Attorney

Motion/Second by Ray/Hawbaker to approve the Intergovernmental Agreement with the City of Griffin to establish funding allocations for the 2016 Edward Byrne Memorial Justice Assistance Grant Program. Motion carried unanimously by all.

10. Consider approval of agency contract with the City of Orchard Hill for Fire Protection Services for the period October 1, 2016 to September 30, 2017.

Mr. Wilson advised that this is the annual contract with the City of Orchard Hill for Fire Protection Services agrees to pay the County for fire protection.

AGENCY CONTRACT FOR FIRE PROTECTION SERVICES

STATE OF Georgia COUNTY OF Spalding

THIS AGREEMENT made and entered into on this the first day of October 2016, by and between the City of Orchard Hill, hereinafter sometimes referred to as the "Municipality", a municipal corporation of the State of Georgia, and the "COUNTY OF SPALDING", hereinafter sometimes referred to as the "County" a political subdivision of the State of Georgia,

WITNESSETH:

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

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

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

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

-1-

Beginning at 12:00 o'clock Noon on October 1, 2016, the County shall serve as an agent of the Municipality in providing fire protection services within the fire district of the Municipality, being within the corporate limits of the Municipality, for a term of twelve (12) months ending at 12:00 o'clock Noon on October 1, 2017, which such fire protection services furnished hereunder shall be comparable to the fire protection services that the County is now furnishing its aforesaid Fire Protection District, being the unincorporated area of Spalding County, and all such services furnished hereunder shall be done and furnished by the County as the agent of the Municipality, who shall be the principal furnishing such fire protection services to the people and property, residing and located, within the corporate limits of the Municipality in the Municipality's exercises of a governmental function, and not a ministerial function, and at no time shall the County be acting hereunder in the capacity or role of an independent contractor.

-2-

During the term of the within contract the Municipality shall pay the County the sum of Two Thousand, Seven Hundred, Fifty-Six Dollars and Ninety Cents (\$2,756.90) per month for providing such fire protection services, which sum shall be due and payable by the Municipality to the County on the 10th day of each calendar month, beginning October 10, 2016, and continuing in monthly succession thereafter on the 10th day of each successive month with the last such payment being due and payable on September 10, 2017, or until this contract is sooner terminated as hereinafter provided.

-3-

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

-4-

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

-5-

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

If to the Municipality, address to:

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

If to the County, address to:

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

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

CITY OF ORCHARD HILL

(Seal of Municipality affixed hereto)

By: _____
As Mayor of its Board of Councilmen

Attest: _____
As Clerk of said Board

COUNTY OF SPALDING
(Seal of County affixed hereto)

By: _____
As Chairman of its Board of Commissioners

Attest: _____
As Clerk of said Board

Motion/Second by Ray/Miller to approve the agency contract with the City of Orchard Hill for Fire Protection Services for the period October 1, 2016 to September 30, 2017. Motion carried unanimously by all.

11. Consider approval of agency contract with the City of Sunny Side for Fire Protection Services for the period October 1, 2016 to September 30, 2017.

Mr. Wilson advised that this is the annual contract with the City of Sunny Side for Fire Protection Services agrees to pay the County for fire protection.

AGENCY CONTRACT FOR FIRE PROTECTION SERVICES

**STATE OF Georgia
COUNTY OF Spalding**

THIS AGREEMENT made and entered into on this the first day of October, 2016 by and between the City of Sunny Side, hereafter sometimes referred to as the "Municipality", a municipal corporation of the State of Georgia, and the "COUNTY OF Spalding", hereinafter sometimes referred to as the "County" a political subdivision of the State of Georgia,

W I T N E S S E T H:

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

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

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

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

-1-

Beginning at 12:00 o'clock Noon on October 1, 2016 the County shall serve as an agent of the Municipality in providing fire protection services within the fire district of the Municipality, being within the corporate limits of the Municipality, for a term of twelve (12) months ending at 12:00 o'clock Noon on October 1, 2017 which such fire protection services furnished hereunder shall be comparable to the fire protection services that the County is now furnishing

its aforesaid Fire Protection District, being the unincorporated area of Spalding County, and all such services furnished hereunder shall be done and furnished by the County as the agent of the Municipality, who shall be the principal furnishing such fire protection services to the people and property, residing and located, within the corporate limits of the Municipality in the Municipality's exercises of a governmental function, and not a ministerial function, and at no time shall the County be acting hereunder in the capacity or role of an independent contractor.

-2-

During the term of the within contract the Municipality shall pay the County the sum of One Thousand Four Hundred and Twenty Nine Dollars and Twenty Nine Cents (\$1,429.29) per month for providing such fire protection services, which sum shall be due and payable by the Municipality to the County on the 10th day of each calendar month, beginning October 10, 2016, and continuing in monthly succession thereafter on the 10th day of each successive month with the last such payment being due and payable on September 10, 2017, or until this contract is sooner terminated as hereinafter provided.

-3-

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

-4-

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

-5-

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

If to the Municipality, address to:

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

If to the County, address to:

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

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

CITY OF SUNNY SIDE

(Seal of Municipality affixed hereto)

By: _____
As Mayor of its Board of Councilmen

Attest: _____
As Clerk of said Board

COUNTY OF SPALDING

(Seal of County affixed hereto)

By: _____
As Chairman of its Board of Commissioners

Attest: _____
As Clerk of said Board

Motion/Second by Miller/Hawbaker to approve the agency contract with the City of Sunny Side for Fire Protection Services for the period October 1, 2016 to September 30, 2017. Motion carried unanimously by all.

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

Chairman Johnson asked that the Board review the documents that were attached to the Agenda and make sure that they review the minutes from the mini retreat held last month at the Senior Center.

13. 2016 SPLOST Update:

Mr. Wilson reviewed the SPLOST items with the Board:

- 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 - completed August 2016
- E911 Phone system - in operation April 2016
- Judicial Computers/Software Upgrades - in progress - Oct 24, 2016
- Go Live Heritage Park Projects - Asbestos abatement completed Aug 2016
- Fairmont Gym HVAC - bids rejected in August 2016 to be rebid Oct 2016
- Pickleball Facility – being evaluated, recommendation at October 3rd meeting.
- 800 MHz Tower Relocation - in progress - completion November 2016
- Fire Department Pumper/Tanker - to be delivered in September 2016
- CAD/Sunguard - Kickoff October 11 2016
- Fiber Optics - fiber ran to Annex and Courthouse in August, splicing now to be live October 2016
- Bridge over Cabin Creek - in design with soil testing

X. REPORT OF COUNTY MANAGER

- Set dates for BOC Zoning Public Hearing dates for November and December 2016. Dates reset for November 7th and December 5th.
- Spalding County has received the ACCG Group Health and Benefits Program Health Promotion & Wellbeing Grant for 2016 in the amount

of \$6,000.

- The 12th Annual Firefighters for Kids Golf Tournament was held on September 15, 2016.
- West McIntosh Bridge Closure – will close by the end of this month and will be closed for one year for construction of a new bridge.
- We need a Commissioner to present a Proclamation to the Haisten/McCullough Funeral Home 100th Rededication Ceremony on Thursday, September 22nd, at 2:00 p.m. at their location 1155 Everee Inn Road, Griffin, GA. Commissioner Hawbaker and Mr. Wilson will be attending this Ceremony.
- BBQ & Blues Festival is this weekend September 23rd and 24th. They will be using our parking lot in the back and the meeting room for this event.

XI. REPORT OF COMMISSIONERS

Commissioner Donald Hawbaker –

- Thanked the Public Works Department for their attention and prompt response to any requests that he has made for his District.
- Said that he hoped everything was in place for the Pickleball Complex so that the Board could vote to go forward with construction at the October 3rd Meeting.
- Asked that everyone remember that on September 16, 1963 the 16th Street Baptist Church in Birmingham was bombed and four little girls were killed. He stated that the Civil Rights Institute in Birmingham is an eye opening history commemorating the civil movement and he learned a lot from visiting.
- Also wanted to remind everyone that on September 17, 1787, the Constitution of the United States was signed and today September 17 is known as Constitution Day.

Commissioner Gwen Flowers-Taylor -

- Commissioner Flowers-Taylor stated that it is amazing how different people see things and added that in reflection, her visit to the Civil Rights Institute was painful one as she lived through this period of time and it is painful to remember.
- She expressed CUDOs to the Senior Nutrition Program for their success over the last year. She stated that many of the homebound residents who receive Meals On Wheels now view the delivery as an event in they are receiving good and nutritious food and good company and many of these individuals look forward to that visit every day.
- She is excited about the events in the community, the tourism board, we have worked hard to get Parks and Recreation up to standard, the schools are experiencing a turnaround in terms of new opportunities opening up to students and the graduation rates are up.
- Commissioner Flowers-Taylor suggested that Commissioner Hawbaker talk with the Pickleball Association about a fund raiser which would be a way to challenge the Board to match the funding in order to make things happen. She stated that it worked for the skate park.

Commissioner Raymond Ray –

- Expressed CUDOs to everyone who participated in the cardboard boat race at Dundee Lake for United Way. He stated it was a fun event and that Spalding County actually came in second which is the first time

that the County has ever placed in this race. Powered by Eric Mosley and Kyria Williams they were able to bring the Spalding County Parks and Recreation boat submission in for a second place overall finish.

- He stated that he did two work orders today on Facility Dude and he will be entering another one this evening for No Parking Signs on Rosedale and Scott Avenue.

Commissioner Bart Miller -

- Stated that he would like to also express his appreciation to Public Works for the job they have done on fixing potholes in his District. He stated that he has had 7 to 8 request in the last month and they have completed the work in a timely manner and had done a very good job with the repair.
- Thanked Mr. Wilson for making the announcement regarding the West McIntosh Bridge closure.

Chairperson Rita Johnson -

- Stated that she felt that the work session earlier in the day was very beneficial and expressed her thanks to Commissioner Flowers-Taylor for requesting the work session, to Chad Jacobs, Community Development Director and Newton Galloway, Zoning Attorney for their insight.
- She wanted to thank the Webelos Pack 2 for their awesome job they did this evening with the invocation, the Pledge to the Flag and the Proclamation.

XII. CLOSED SESSION – None.

XIII. ADJOURNMENT

Motion/Second by Ray/Miller to adjourn the meeting at 7:18 p.m. Motion carried unanimously by all.

/s/ _____
Rita C. Johnson, Chairperson

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