

## REGULAR MONTHLY MEETING

The Spalding County Board of Commissioners held their Regular Monthly Meeting in Room 108 in the Courthouse Annex, Monday, January 11, 2010, beginning at 6:00 o'clock p.m. with Commission Chairman Edward Goss, Jr. presiding and Commissioners Gwen Flowers-Taylor, Eddie L. Freeman, Bob Gilreath and David Phillips present. Also present were Assistant to the County Manager Paul Van Haute, County Attorney James R. Fortune, Jr. and Executive Secretary Phyllis Doane to record the minutes.

**I. OPENING (CALL TO ORDER) – Chairman Edward Goss, Jr.**

**II. INVOCATION – Commissioner Flowers-Taylor**

**III. PLEDGE TO FLAG – Led by Commissioner Freeman**

**IV. ELECTION OF CHAIRMAN AND VICE CHAIRMAN - CALENDAR YEAR 2010**

*Commissioner Gilreath nominated Commissioner Freeman as Chairman. Commissioner Flowers-Taylor nominated Commissioner Goss as Chairman. Commissioner Flowers-Taylor with second by Commissioner Freeman moved that nominations be closed. Motion to elect Commissioner Freeman failed by a vote of 2-3 with Commissioners Gilreath and Freeman voting for the motion. Motion to Elect Commissioner Goss as Chairman carried by a vote of 3-2 with Commissioners Flowers-Taylor, Goss and Phillips voting for the motion.*

*Commissioner Phillips nominated Commissioner Flowers-Taylor as Vice Chairman. Commissioner Gilreath nominated Commissioner Freeman as Vice Chairman. Commissioner Flowers-Taylor moved that nominations be closed. Motion to elect Flowers-Taylor as Vice Chairman carried by a vote of 3-2 with Commissioners Flowers-Taylor, Goss and Phillips voting for the motion.*

*Motion/second to amend the Agenda to include consider approval of Liberty Circle becoming an Animal Restraint District and make this the first item under new business and amend Executive Session to add pending litigation by Commissioners Phillips/Flowers-Taylor. Motion carried by a vote of 4-1 with Commissioner Gilreath voting against.*

**APPOINTMENTS – CALENDAR YEAR 2010:**

*Interim County Clerk –Phyllis P. Doane - Appointed 5-0 on motion/second by Commissioners Flowers-Taylor and Phillips.*

*County Attorney – James R. Fortune, Jr. – Reappointed 5-0 on motion/second by Commissioners Flowers-Taylor and Phillips.*

*Ex-Officio County Clerk – William D. Gay– Appointed 5-0 on motion/second by Commissioners Flowers-Taylor and Freeman.*

**VI. PRESENTATIONS/PROCLAMATIONS/RECOGNITION – N/A**

**VII. PRESENTATION OF FINANCIAL STATEMENTS**

1. Consider approval of Financial Statements for the Five Months Ended November 30, 2009. Assistant to the County Manager Paul Van Haute was present to answer any questions the Board might have.

*Motion/second to approve by Commissioners Phillips/Flowers-Taylor and carried by a vote of 5-0.*

**VIII. CITIZENS COMMENTS – NO REQUESTS**

**IX. PUBLIC COMMENT**

Speakers must state their names and addresses and direct all comments to the Board only. Speakers will be allotted 5 minutes to speak on topics pertinent to the Board's jurisdiction. No speaker will be allowed to readdress the Board without express consent from a Board member. Outbursts from the

audience will not be tolerated. Common courtesy and civility are expected at all times during the meeting.

Betty Gebhardt, 79 Richardson Road, Griffin, Georgia

She spoke regarding No Parking Signs on Richardson Road. She said she was still having problems with the Anderson's still parking in the "No Parking" zone in front of her property and she can't get in and out of her driveway. She said that the Sheriff's Department had quit coming out there. She said that there was construction being done on the road by the County.

Charles Bassett, 3333 West Ellis Road, Griffin, Georgia

He spoke on the zoning of property at 3328 West Ellis Road owned by Wayne McKemie. He owns a sandblasting business there and Mr. Bassett complained of dust caused by sandblasting. He was present to question the zoning of the property as being grandfathered status. Chuck Taylor, Community Development Director is to look into the timeline of the business license history of the property.

Corey Bethune, 415 Midway Road, Williamson, Georgia

He spoke regarding issuing an alcoholic license to Country Rock Bar and Grill. He stated there were 3 lawsuits against them. He stated he had got relieved because he refused to go buy cases of liquor from the liquor store and they were buying liquor illegally and had let their license expire and had illegal activities taking place at the establishment, a mixture of nudity and alcohol. He said the business is just not being run properly.

Marilyn Henry, 142 Liberty Circle, Griffin, Georgia

She addressed the Board requesting the Animal Restraint District and had acquired the needed signatures. She said she was tired of being harassed by dogs. The problem has gotten considerably worse over the last two years. She asked the Board to approve the request of making Liberty Circle a restraint district.

Bonnie Biles, 541 S. Pine Hill Road, Griffin, Georgia

She stated she was charged an extra \$50 for her business license because she paid January 4, 2010. County offices were closed on the last day of December for a holiday and she was unable to pay for her business registration. She stated she was insulted by a county employee when she came in on January 4<sup>th</sup> and feels it was unjust to be charged a penalty when the office was closed for a holiday on December 31, 2009. The Commissioners stated they would be addressing this issue later on in the meeting.

Justin Wynn, 127 Central Lake Circle, Griffin, Georgia

Mr. Wynn, Manager of Country Rock Bar and Grill commented on his request to be approved an alcoholic beverage license. He stated that the illegal activity of a jello party was stopped as requested and he missed the renewal date of December 31, 2009.

Wayne McKemie, 3328 West Ellis Road, Griffin, Georgia

He stated he was the owner of the property that Mr. Bassett had complained about. He stated he had addressed the dust problem and had spent \$75,000 on the property. He stated that the property was zoned before Mr. Bassett had moved out there and had heard rumors that Mr. Bassett was trying to sell his property.

David Cunningham, 1618 Beville Drive, Griffin, Georgia

Mr. Cunningham had concerns about the heating and air conditioning maintenance for the County was being subcontracted out of town with Johnson Controls and that there were business such as his that could do this business for the county. He stated that he had been in business since 1997 and would like the Board to consider having the maintenance work done locally. He would like to be afforded the opportunity to do some of the service work for the County. He said "keep the money in town". Mr. Cunningham presented business cards to each of the Commissioners.

Bill Taylor, 1444 Dauset Drive, Griffin, Georgia

Mr. Taylor addressed the Board regarding the Youth Challenge Program and thanked them for their support.

## **X. MINUTES**

1. Consider approval of Minutes of the following: December 7, 2009 Zoning Public Hearing and the December 7, 2009 Regular Monthly Meeting of the Board of Commissioners.

*Motion/second to approve Minutes of the following: Zoning Public Hearing December 7, 2009 and Regular Monthly Meeting of December 7, 2009 by Commissioners Phillips and Freeman, carried by a vote of 5-0.*

**XI. CONSENT AGENDA**

1. Consider second reading of Amendment to the Official Zoning Ordinance of the following:

**- Application #09-09Z: Patricia G. Jackson, Owner – 1973 West McIntosh Road – 8.50 acres – R-1 to C-1, Conditional.**

**APPLICATION FOR PATRICIA G. JACKSON  
FOR REZONING CERTAIN PROPERTY  
LOCATED WITHIN SPALDING COUNTY, GEORGIA;**

**REZONING APPLICATION #09-09Z**

**RESOLUTION AMENDING  
THE ZONING ORDINANCE OF SPALDING COUNTY, GEORGIA  
AND  
THE OFFICIAL ZONING MAP 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, under the Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia the within described property is currently classified under the zoning classification entitled “R-1, Single Family Residential Low Density;”

WHEREAS, Patricia G. Jackson, applicant, applied for a change in zoning classification to be applied to the within described property to C-1, Highway Commercial;”

WHEREAS, such application was filed with Spalding County, Georgia on October 6, 2009;

WHEREAS, such application was reviewed by the Spalding County Planning Commission, and a hearing on the application was conducted by the Board of Commissioners of Spalding County, Georgia on December 7, 2009, 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 and an amendment to the Official Zoning Map 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 and the Official Zoning Map of Spalding County, Georgia shall be and are hereby amended as follows:

Section 1: The Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia designating the boundaries of the several types or classes of zoning districts shall be, and is hereby amended so as to change the zoning classification applicable to the following described property:

All that tract or parcel of land lying and being in Land Lot 67 of the 3<sup>rd</sup> Land District of Spalding County, Georgia, and being more particularly described as follows:

BEGINNING at a concrete monument at the mitered intersection of the northerly right-of-way of State Route 92 (variable right-of-way) with the westerly right-of-way of Cowan Road (variable right-of-way); thence along said mitered intersection South 30 degrees 06 minutes 28 seconds West for a distance of 37.05 feet to a concrete monument on the northerly right-of-way of State Route 92; thence along said right-of-way North 88 degrees 45 minutes 42 seconds West for a distance of 470.81 feet to a concrete monument; thence North 01 degrees 41 minutes 00 seconds East for a distance of 38.57 feet to a concrete monument; thence North 88 degrees 47 minutes 31 seconds West for a distance of 93.55 feet to a concrete monument; thence along a curve to the right having a radius of 1168.25 feet and an arc length of 67.74 feet, being subtended by a chord of North 87 degrees 07 minutes 51 seconds West for a distance of 67.73 feet to a nail found; thence leaving said right-of-way North 05 degrees 07 minutes 00 seconds East for a distance of 422.72 feet to a point; thence North 57 degrees 01 minutes 05 seconds East for a distance of 204.08 feet to a ½” rebar found; thence North 84 degrees 44 minutes 06 seconds East for a distance of 319.59 feet to a point; thence South 83 degrees 52 minutes 54 seconds East for a distance of 164.62 feet to a ¾” rebar found on the westerly right-of-way of Cowan Road; thence along said right-of-way South 01 degrees 12 minutes 17 seconds West for a distance of 370.07 feet to a concrete monument; thence North 88 degrees 57 minutes 16 seconds West for a distance of 29.54 feet to a concrete monument; thence South 01 degrees 12 minutes 56 seconds West for a distance of 196.55 feet to The Point of Beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 8.50 acres.

From “R-1, Single Family Residential Low Density” to “C-1, Highway Commercial” District.

Section 2: Pursuant to the authority granted to it by virtue of the Zoning Ordinance of Spalding County, Georgia, Section 414 (L) and upon a determination by the Board of Commissioners of Spalding County, Georgia that application of certain conditions on the amendment benefit the public and promote the best interests of the general welfare of the people, the following conditions shall be imposed upon the amendment to the Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia, as follows:

- a. The first floor of all permanent structures shall be constructed entirely with brick or stone facades on all sides. Materials used above the first floor shall meet or exceed the standards of the zoning ordinance.
- b. A letter approving the site access design from GDOT.
- c. The extension of the sidewalk along W. McIntosh Road to include the entire lot frontage at a minimum of five feet in width.
- d. The site will limit all lighting so any neighboring residential properties or rights-of-way will not be affected from glare.
- e. All parking shall be to side and rear of buildings.
- f. Any expansion in excess of ten additional residential units or 30 residents shall require an additional special exception.
- g. Additional 25’ vegetative landscape buffer for parking area in front as proposed by Planning Commission with at least a 3’ high hedge shall be completed prior to issuance of a Certificate of Occupancy.

Section 3:

(a) Pursuant to the requirements of the Zoning Ordinance of Spalding County, Georgia, section 2302 (B), the Official Zoning Map of Spalding County, Georgia shall be amended to reflect the change made hereby to read as follows:

On January 11, 2010, by official action of the Board of Commissioners of Spalding County, Georgia, the following change was made in the Official Zoning Map, Spalding County: All that tract or parcel of land lying and being in Land Lot 67 of the 3<sup>rd</sup> Land District of Spalding County, Georgia, containing 8.50 acres, 1973 West McIntosh Road, zoned C-1, Conditional.

(b) The Chairman of the Board of Commissioners of Spalding County, Georgia is directed and authorized to execute such notice of the amendment of the Official Zoning Map of Spalding County, Georgia.

(c) The Zoning Administrator is authorized and directed to enter such notice of the amendment of the Official Zoning Map of Spalding County, GA thereon.

Section 4: The foregoing amendment of the Zoning Ordinance of Spalding County, Georgia shall become effective immediately upon adoption of this resolution.

Section 5: All Ordinances or resolutions in conflict herewith shall be and are hereby repealed.

**-Application #09-09AZ:** Kay S. Moore, Executrix of the Estate of Clyde Saylor, Owner – 1905 West McIntosh Road – 7.51 acres – R-1 to C-1, Conditional.

APPLICATION FOR KAY S. MOORE, EXECUTRIX OF  
THE ESTATE OF CLYDE SAYLOR  
FOR REZONING CERTAIN PROPERTY  
LOCATED WITHIN SPALDING COUNTY, GEORGIA;

REZONING APPLICATION #09-09AZ

RESOLUTION AMENDING  
THE ZONING ORDINANCE OF SPALDING COUNTY, GEORGIA  
AND  
THE OFFICIAL ZONING MAP 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, under the Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia the within described property is currently classified under the zoning classification entitled “R-1, Single Family Residential Low Density;”

WHEREAS, Kay S. Moore, Executrix of the Estate of Clyde Saylor, applicant, applied for a change in zoning classification to be applied to the within described property to C-1, Highway Commercial;”

WHEREAS, such application was filed with Spalding County, Georgia on October 6, 2009;

WHEREAS, such application was reviewed by the Spalding County Planning Commission, and a hearing on the application was conducted by the Board of Commissioners of Spalding County, Georgia on December 7, 2009, 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 and an amendment to the Official Zoning Map 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 and the Official Zoning Map of Spalding County, Georgia shall be and are hereby amended as follows:

Section 1: The Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia designating the boundaries of the several types or classes of zoning districts shall be, and is hereby amended so as to change the zoning classification applicable to the following described property:

All that tract or parcel of land lying and being in Land Lot 94 of the 3<sup>rd</sup> Land District of Spalding County, Georgia, and being more particularly described as follows:

BEGINNING at a ½” rebar set at the intersection of the northerly right-of-way of State Route 92 (variable right-of-way) with the easterly right-of-way of Cowan Road (variable right-of-way); thence along said easterly right-of-way North 01 degrees 12 minutes 17 seconds East for a distance of 631.41 feet to a ½” rebar set; thence leaving said right-of-way South 88 degrees 35 minutes 52 seconds East for a distance of 262.86 feet to an axle found; thence North 01 degrees 51 minutes 39 seconds East for a distance of 182.21 feet to an axle found; thence South 89 degrees 45 minutes 19 seconds East for a distance of 199.05 feet to a 1” open top pipe found; thence South 01 degrees 35 minutes 28 seconds West for a distance of 816.52 feet to a point on the northerly right-of-way of State Route 92; thence along said right-of-way North 88 degrees 44 minutes 09 seconds West for a distance of 458,46 feet to The Point of Beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 7.51 acres.

From “R-1, Single Family Residential Low Density” to “C-1, Highway Commercial” District.

Section 2: Pursuant to the authority granted to it by virtue of the Zoning Ordinance of Spalding County, Georgia, Section 414 (L) and upon a determination by the Board of Commissioners of Spalding County, Georgia that application of certain conditions on the amendment benefit the public and promote the best interests of the general welfare of the people, the following conditions shall be imposed upon the amendment to the Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia, as follows:

- a. The first floor of all permanent structures shall be constructed entirely with brick or stone facades on all sides. Materials used above the first floor shall meet or exceed the standards of the zoning ordinance.
- b. A letter approving the site access design from GDOT.
- c. The extension of the sidewalk along W. McIntosh Road to include the entire lot frontage at a minimum of five feet in width.
- d. The site will limit all lighting so any neighboring residential properties or rights-of-way will not be affected from glare.
- e. All parking shall be to side and rear of buildings.
- f. Any expansion in excess of ten additional residential units or 30 residents shall require an additional special exception.

g. Additional 25' vegetative landscape buffer for parking area in front as proposed by Planning Commission with at least a 3' high hedge shall be completed prior to issuance of a Certificate of Occupancy.

Section 3:

(a) Pursuant to the requirements of the Zoning Ordinance of Spalding County, Georgia, section 2302 (B), the Official Zoning Map of Spalding County, Georgia shall be amended to reflect the change made hereby to read as follows:

On January 11, 2010, by official action of the Board of Commissioners of Spalding County, Georgia, the following change was made in the Official Zoning Map, Spalding County: All that tract or parcel of land lying and being in Land Lot 94 of the 3<sup>rd</sup> Land District of Spalding County, Georgia, containing 7.51 acres, 1905 West McIntosh Road, zoned C-1, Conditional.

(b) The Chairman of the Board of Commissioners of Spalding County, Georgia is directed and authorized to execute such notice of the amendment of the Official Zoning Map of Spalding County, Georgia.

(c) The Zoning Administrator is authorized and directed to enter such notice of the amendment of the Official Zoning Map of Spalding County, GA thereon.

Section 4: The foregoing amendment of the Zoning Ordinance of Spalding County, Georgia shall become effective immediately upon adoption of this resolution.

Section 5: All Ordinances or resolutions in conflict herewith shall be and are hereby repealed.

***Motion/seconded to approve second readings of Amendment to the Official Zoning Ordinance by Commissioners Freeman/Phillips and carried by a vote of 5-0.***

2. Consider second reading of Amendment to the Official Zoning Ordinance of the following:

**-Amendment to UDO #A-09-09:** Article 17A. VN Village Node – amend Article 17A of the Unified Development Ordinance (UDO)

IN RE:

*Text Amendment #A-09-09*

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 December 7, 2009, 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 and an amendment to the Official Zoning Map 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, Georgia shall be deleted from Article 17A VN Village Node District: Section 1703A:A(1).

Section 2: The following provision shall be added to the Zoning Ordinance of Spalding County, Article 17A VN Village Node District to appear as Section 1703A:A(1):

**Section 1703A: Permitted Uses.**

A. The following Principal Uses are permitted in VN districts provided such uses shall not exceed 30,000 square feet per business and have no outside storage of any unfinished product for sale or raw materials:

1. Animal hospital or veterinary clinic with no outside runs or pens.

Section 3: The following provision shall be added to the Zoning Ordinance of Spalding County, Article 17A VN Village Node District to appear as Section 1703A:A(36A):

**Section 1703A: Permitted Uses.**

A. The following Principal Uses are permitted in VN districts provided such uses shall not exceed 30,000 square feet per business and have no outside storage of any unfinished product for sale or raw materials:

- 36A. Pharmacy

Section 4: The following provision shall be added to the Zoning Ordinance of Spalding County, Article 17A VN Village Node District to appear as Section 1703A:A(37A):

**Section 1703A: Permitted Uses.**

A. The following Principal Uses are permitted in VN districts provided such uses shall not exceed 30,000 square feet per business and have no outside storage of any unfinished product for sale or raw materials:

- 37A. Professional office

Section 5: The following provision shall be added to the Zoning Ordinance of Spalding County, Article 17A VN Village Node District to appear as Section 1703A:A(39A):

**Section 1703A: Permitted Uses.**

A. The following Principal Uses are permitted in VN districts provided such uses shall not exceed 30,000 square feet per business and have no outside storage of any unfinished product for sale or raw materials:

- 39A. School-elementary, middle, high-public or private

Section 6: The following provision shall be added to the Zoning Ordinance of Spalding County, Article 17A VN Village Node District to appear as Section 1703A:A(50):

**Section 1703A: Permitted Uses.**

A. The following Principal Uses are permitted in VN districts provided such uses shall not exceed 30,000 square feet per business and have no outside storage of any unfinished product for sale or raw materials:

50. Any other retail, service or office use determined by the Zoning Administrator to be consistent and compatible with the uses set forth herein.

Section 7: The following provision shall be added to the Zoning Ordinance of Spalding County, Article 17A VN Village Node District to appear as Section 1703A:B(8)(d):

**Section 1703A: Permitted Uses.**

B. The following **Principal Uses** are permitted as **Special Exceptions** in VN Districts:

8. Dwelling, Multiple Family, provided that

d. for purposes of the village node located on Jordan Hill Road at its intersection with Baptist Camp Road, residential dwellings constructed within Sun City Peachtree shall be deemed residential dwellings in the village node. The number of multi-family dwellings shall not exceed 100.

Section 8: The following provision shall be added to the Zoning Ordinance of Spalding County, Article 17A VN Village Node District to appear as Section 1703A:B(8)(e):

**Section 1703A: Permitted Uses.**

B. The following **Principal Uses** are permitted as **Special Exceptions** in VN Districts:

8. Dwelling, Multiple Family, provided that:

e. Multiple family dwellings may be restricted to residents over the age of fifty-five (55) years in accordance with the federal Fair Housing Act and Housing for Older Persons Act, 42 U.S.C. § 3601, et. seq. and the Georgia Fair Housing Act, O.C.G.A. § 8-3-200, et. seq.

Section 9: The following provisions shall be added to the Zoning Ordinance of Spalding County, Article 17A VN Village Node District to appear as Sections 1703A:B(10-13):

**Section 1703A: Permitted Uses.**

B. The following **Principal Uses** are permitted as **Special Exceptions** in VN Districts:

10. Senior Independent Living Facility

11. Congregate Personal Care Home

12. Nursing Home

13. Mini-warehouses/self-storage facility meeting the following development criteria:

- a. located outside of any flood hazard area;
- b. located at least 100' from any public road or dwelling; and
- c. screened from any public road or dwelling.

Section 10: The following provision of the Zoning Ordinance of Spalding County, Georgia shall be deleted from Article 17A VN Village Node District: Section 1705A:A(9).

Section 11: The following provisions of the Zoning Ordinance of Spalding County, Georgia shall be deleted from Article 17A VN Village Node District: Section 1705A:H(1)(d) and (f).

Section 12: The following provision shall be added to the Zoning Ordinance of Spalding County, Article 17A VN Village Node District to appear as Section 1705A:H(1)(d) and (f):

**Section 1705A: Development Standards for VN Districts.**

- H. Dwelling, Multiple Family/Dwelling, Condominium:
  - 1. Architectural criteria: Each building within the development shall be constructed with:
    - d. suitable exterior materials shall include brick, stone, stucco, hardy plank façade or vinyl siding with a minimum .44 mil thickness;
    - f. Minimum roof pitch with an increase of 5 feet in height for horizontal run of 12 feet; flat roof design may be considered by the Zoning Administrator for approval on a case by case basis;

Section 13: The following provision of the Zoning Ordinance of Spalding County shall be deleted from Article 17A VN Village Node District: Section 1705A:K(1)(c).

Section 14: The following provision shall be added to the Zoning Ordinance of Spalding County, Article 17A VN Village Node District to appear as Section 1705A:K(1)(c):

**Section 1705A: Development Standards for VN Districts.**

- K. Parking
  - 1. Required number of spaces-
    - c. Dwelling, Townhouse, Condominium, Loft or Multiple Family: 1.5 spaces for every unit. Parking within garages shall not be counted toward the total number.

Section 15: The following provision shall be added to the Zoning Ordinance of Spalding County, Article 17A VN Village Node District to appear as Section 1705A:K(1)(e-g):

**Section 1705A: Development Standards for VN Districts.**

- K. Parking
  - 1. Required number of spaces-
    - e. Senior Independent Living Facility: 1.5 spaces per unit
    - f. Congregate Personal Care Home: .35 spaces per unit
    - g. Nursing Home: .35 spaces per unit.

Section 16: The foregoing amendments to the Zoning Ordinance of Spalding County shall become effective immediately upon adoption of this resolution.

Section 17: All Ordinances or resolutions in conflict herewith shall be and are hereby, repealed.

**-Amendment to UDO #A09-10:** Article 12. C-1 Highway Commercial – Section 1203:A(17) – amend to add Assisted Care Living Facility and Section 1203:B(70) – amend to add Senior Planned Community

IN RE:

*Text Amendment #A-09-10*

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 4, Section 419, 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 December 7, 2009, 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 and an amendment to the Official Zoning Map 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 shall be added to the Zoning Ordinance of Spalding County, Article 12. C-1 Highway Commercial District to appear as Section 1203:A(14’):

**Section 1203. Permitted Uses.**

**A.** The following **Principal Uses** are permitted in C-1 districts:

**14’.** Senior Independent Living Facility

Section 2: The foregoing amendments to the Zoning Ordinance of Spalding County shall become effective immediately upon adoption of this resolution.

Section 3: All Ordinances or resolutions in conflict herewith shall be and are hereby, repealed.

**-Amendment to UDO #A-09-11:** Article 2. Definitions of Terms Used – Section 202:HHH’ & XX’’ – amend to add Senior Independent Living Facility & Mini-Warehouse/Self Storage Facility.

IN RE:  
*Text Amendment #A-09-1*

1

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 December 7, 2009, 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 and an amendment to the Official Zoning Map 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 shall be added to the Zoning Ordinance of Spalding County, Article 2. Definitions of Terms Used, to appear as Section 202(HHH):

**Section 202: General Definitions.**

HHH". **Senior Independent Living Facility:** A multiple family residential facility for persons over the age of 55 that can live without daily assistance, but for which services and amenities may be provided within the building at the option of the resident, such as meals, socialization and recreation.

Section 2: The following provision of the Zoning Ordinance of Spalding County, Article 2, Definitions of Terms Used, Section 202(HHH')(Definition of "Storage, continuous unenclosed outside") shall be redesignated to appear as Section 202(HHH").

Section 3: The following provision shall be added to the Zoning Ordinance of Spalding County, Article 2. Definitions of Terms Used, to appear as Section 202(XX)":

**Section 202: General Definitions.**

XX". **Mini-Warehouse/Self-Storage Facility:** A structure or group of structures containing separate spaces or stalls which are leased for the storage of goods and personal property. An area for common storage of boats, travel trailers or other vehicles may be included.

Section 4: The following provision of the Zoning Ordinance of Spalding County, Article 2, Definitions of Terms Used, Section 202(HHH') (Definition of "Net Buildable Acre") shall be redesignated to appear as Section 202(HHH").

Section 5: The foregoing amendments to the Zoning Ordinance of Spalding County shall become effective immediately upon adoption of this resolution.

Section 6: All Ordinances or resolutions in conflict herewith shall be and are hereby, repealed.

*Motion/second to approve second readings of Amendment to the Official Zoning Ordinance by Commissioners Phillips/Freeman and carried by a vote of 5-0.*

**XII. OLD BUSINESS – N/A**

**XIII. NEW BUSINESS**

1. Consider approval of Liberty Circle as an Animal Restraint District.

*Motion/second to approve by Commissioners Phillips/Freeman and carried by a vote of 5-0.*

2. Authorize the Chairman to execute the Memorandum of Agreement to use the Systematic Alien Verification for Entitlements (SAVE) Program and to allocate \$300 to pay for program costs as required by Georgia Law.

MEMORANDUM OF AGREEMENT

BETWEEN THE DEPARTMENT OF HOMELAND SECURITY,  
U.S. CITIZENSHIP AND IMMIGRATION SERVICES,  
AND  
SPALDING COUNTY, GEORGIA

STATE OR LOCAL GOVERNMENT AGENCY

**PARTIES.**

The parties to this Memorandum of Agreement (MOA) are the Department of Homeland Security, U.S. Citizenship and Immigration Services (DHS-USCIS), and the **Spalding County, Georgia** (User Agency).

**II. AUTHORITY.**

The authorities governing this MOA include, but are not limited to, the following:

Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Pub. L. No. 104-193, 110 Stat. 2105, as amended.

Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359, as amended.

Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Pub. L. No. 104-208, 110 Stat. 3009, as amended.

Privacy Act, 5 U.S.C. § 552a, as amended.

The Inter-Governmental Cooperation Act, 31 U.S.C. § 1535, as amended.

GA. Code Ann. § 50-36-1, as amended.

**An Addendum to this MOA specifies additional legal authorities.**

Pursuant to the requirements of OMB Circular A-97, which establishes the President's guidelines for implementing the Intergovernmental Cooperation Act, 31 U.S.C. Section 6501, et seq., as amended, the User Agency certifies that it cannot

procure the immigration status verification services requested pursuant to this MOA reasonably and expeditiously through ordinary business channels.

### III. PURPOSE.

The purpose of this MOA is to establish the terms and conditions governing the participation of the User Agency to provide the specified benefit in the DHS-USCIS Systematic Alien Verification for Entitlements (SAVE) Program for the purpose of verifying citizenship and immigration status information of non-citizen and naturalized or derived U.S. citizen applicants (applicant) applying for **Retirement Benefits, Health Benefits, Disability Benefits, Contracts, Alcoholic Beverage Licenses, and Occupation Tax Certificates** (benefits). The limited data will be provided to the User Agency by an:

- 1) Initial response (initial verification) by SAVE to an on-line inquiry by the User Agency; and
- 2) Additional verification procedures where applicable; or
- 3) A response to a properly submitted Form G-845.

### IV. RESPONSIBILITIES.

#### A. DHS-USCIS agrees to:

- (1) Maintain and make available to the User Agency in limited part and manner determined by DHS-USCIS after consultation with the User Agency, an immigration and naturalized or derived citizenship status information verification system under the SAVE Program known as the Verification Information System (VIS), which can be found at [http://www.dhs.gov/xinfoshare/publications/gc\\_1185458955781.shtm#10](http://www.dhs.gov/xinfoshare/publications/gc_1185458955781.shtm#10);
- (2) Respond through VIS to properly submitted verification requests from the User Agency by providing the limited information noted in point (1) of **PURPOSE** immediately above;
- (3) Process and respond to properly submitted additional verification requests submitted by the User Agency through VIS or on Form G-845. Response time may vary, depending on DHS-USCIS workload, resources available to process additional verification requests, and the applicant's specific circumstances;
- (4) Provide to the User Agency operating instructions necessary to use VIS so that the User Agency can designate Users within the agency;
- (5) Provide to the User Agency SAVE Program point of contact information for questions or problems regarding the User Agency's participation in SAVE;
- (6) Provide access to training and information regarding the laws, policies, and procedures that govern verifying, safeguarding, using, maintaining, and disclosing certain citizenship and immigration status information;
- (7) Provide the User Agency access to Form G-845, and other forms and/or supplements as appropriate, which may be reproduced and/or computer generated without prior DHS-USCIS approval;
- (8) Recover no more than its actual costs. The total estimated cost of the agreement is specified on the attached USCIS Anticipated Collections from Non-Federal Sources Addendum. The User Agency certifies that it has obligated at least the amount specified on the USCIS Anticipated Collections from Non-Federal Sources Addendum to pay for its SAVE usage. DHS-USCIS shall notify the User Agency's designated Point of Contact (POC) in writing when the amount paid plus what is owed for unpaid usage equals 80% percent of the estimated total costs. DHS-USCIS will not provide services that would result in the amount paid plus the amount owed for unpaid usage exceeding the amount specified on the USCIS Anticipated Collections from Non-Federal Sources Addendum. In this instance, DHS-USICS will be excused from further performance of the work unless and until the User Agency's authorized official increases estimated total cost of this agreement by modification pursuant to provision VIII of this MOA;

(9) Submit invoices to the User Agency's payment office at the address specified on the USCIS Anticipated Collections from Non-Federal Sources Addendum, with a copy furnished to the POC. DHS-USCIS may submit invoices when the work is completed or as otherwise authorized. The High Level Identifier, tax identification number, and associated dollar amounts will be referenced on all invoices; and

(10) Promptly initiate year-end and closeout adjustments once final costs are known.

**B. User Agency agrees to:**

(1) System Use.

(a) Establish the identity of the applicants and require each applicant to present the applicant's immigration or naturalization documentation that contains the information (e.g., alien registration number) required by the SAVE Program;

(b) Physically examine the documentation presented by the applicant and determine whether the document(s) reasonably appear(s) to be genuine and to relate to the individual;

(c) Provide to the SAVE Program the information the SAVE Program requires to respond to User Agency requests for verification of immigration or naturalized or derived citizenship status information, including (1) information from the applicant's immigration or naturalization documentation for initial automated verification, (2) additional information obtained from the alien's immigration or naturalization documentation for automated additional verification, and (3) completed Forms G-845 and other documents and information required for manual additional verification. For manual only verification, ensure that Forms G-845 and other documents and information required for manual verification are provided;

(d) Ensure that, prior to using VIS, all Users performing verification procedures complete SAVE required training including: reading the SAVE Program Guide, taking the latest version of Web tutorial(s) and maintaining a working knowledge of requirements contained therein and in this MOA as updated;

(e) Ensure that User Agency representatives are provided with and maintain User Ids only while they have a need to perform verification procedures;

(f) Ensure all Users performing verification procedures comply with all requirements contained in the SAVE Program Guide, web-based tutorial, and this MOA, and updates to these requirements;

(g) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE Monitoring and Compliance;

(h) Ensure all Users perform any additional verification procedures the SAVE Program requires and/or the applicant requests after the User Agency initiates a request for verification;

(i) Use any information provided by DHS-USCIS under this MOA solely for the purpose of determining the eligibility of persons applying for the benefit issued by the User Agency and limit use of such information in accordance with this and all other provisions of this MOA;

(j) Comply with the requirements of the Federal Information Security Management Act (FISMA (PL-107-347), Title III, Section 301) and OMB guidance as applicable to electronic storage, transport of records between agencies, and the internal processing of records received by either agency under the terms of this MOA;

(k) Safeguard such information and access methods to ensure that it is not used for any other purpose than described in this MOA and protect its confidentiality; including

ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS;<sup>1</sup>

(l) Comply with the Privacy Act, 5 U.S.C. Section 552a, and other applicable laws, regulations, and policies, including but not limited to all OMB and DHS privacy guidance, in conducting verification procedures pursuant to this MOA, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to the MOA;

(m) Comply with federal laws prohibiting discrimination against applicants and discriminatory use of the SAVE Program based upon the national origin, color, race, gender, religion, or disability of the applicant;

(n) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with adequate written notice of the denial and the information necessary to contact DHS-USCIS (see attachment 1: Fact Sheet, which is subject to revision and reposting on the SAVE Website and Online Resources) so that such individual may correct their records in a timely manner, if necessary;

(o) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with the opportunity to use the User Agency's existing process to appeal the denial and to contact DHS-USCIS to correct their records prior to a final decision, if necessary; and

(p) Refrain from using SAVE, or assisting any person or entity, to comply with the employment eligibility verification requirements of section 274A of the Immigration and Nationality Act, 8 U.S.C. Section 1324a.

(2) Monitoring and Compliance.

(a) Provide the SAVE Program and SAVE Monitoring and Compliance with the current e-mail, U.S postal service address, physical address, name and telephone number of the User Agency authorized representative for any notifications, questions or problems that may arise in connection with the User Agency's participation in SAVE and with notification of changes in the benefit offered by the User Agency;

(b) Notify the SAVE Program and SAVE Monitoring and Compliance immediately whenever there is reason to believe a violation of this MOA has occurred;

(c) Notify the SAVE Program and SAVE Monitoring and Compliance immediately whenever there is reason to believe an information breach has occurred as a result of User Agency action or inaction pursuant to Office of Management and Budget (OMB) Memorandum M-07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information";

(d) Allow SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by the User Agency, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. Section 552a or other applicable authority;

(e) Allow SAVE Monitoring and Compliance to conduct desk audits and/or site visits to review User Agency's compliance with this MOA and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this MOA;

(f) Allow SAVE Monitoring and Compliance to perform audits of User Agency's User Ids use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;

(g) Allow SAVE Monitoring and Compliance to interview any and all User Agency SAVE system users and any and all contact persons or other personnel within the User

Agency regarding any and all questions or problems which may arise in connection with the User Agency's participation in SAVE;

(h) Allow SAVE Monitoring and Compliance to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this MOA and the SAVE Program requirements by its authorized agents or designees; and

(i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of SAVE Monitoring and Compliance regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions and safeguards of this MOA, SAVE Program procedures or other applicable law, regulation or policy.

(3) Reimbursement.

(a) Pay the transaction prices provided in the attached current standard billing rates, which along with methods of payment are subject to change upon prior written notification to the User Agency. Each year, the User Agency will obligate funds sufficient to reimburse DHS-USCIS under a current appropriation upon execution of the attached USCIS Anticipated Collections from Non-Federal Sources Addendum;

(b) Pay in full within 30 days of the invoice date. The User Agency will pay any applicable sales, use, excise, and like taxes, where required by law, that are stated on each invoice. Regardless of payment type, the User Agency will clearly indicate the High Level Identifier with remittance;

(c) If the User Agency pre-pays for its usage, it shall submit the entire committed amount before being allowed access to VIS; and

(d) Promptly discuss and resolve issues and questions with DHS-USCIS regarding payments. Delinquent payments shall be handled in accordance with the Debt Collection and Improvement Act of 1996, 31 U.S.C. Section 3701. Interest on all unpaid balances shall be charged at the rate of the current value of funds to the United States Treasury effective on the date of the invoice. The rate is the Treasury tax and loan rate. It is published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Handling charges will accrue at monthly rates of \$5.00 for each of the first two months of delinquency and \$10.00 for each month thereafter. In addition to interest and handling charges, if DHS-USCIS does not receive payment within 90 days of the invoice, 6% per annum additional interest will be assessed. Charges will be computed from the date of the invoice and will accrue monthly with the applicable interest and handling charges. In the case of any late payment, the amount received will be applied in this sequence: (1) to any accrued penalty and handling charges; (2) to any accrued interest; and (3) to outstanding principal. Failure to make timely payment may result in termination of services.

**V. POINTS OF CONTACT.**

USCIS SAVE Program, 490 L'Enfant Plaza East SW, Washington, DC Suite 7112, Washington, DC 20529-2620, (202) 358-7757, Attn: SAVE Operations. E-mail: SAVeregistration@dhs.gov.

USCIS SAVE Monitoring and Compliance, 2461 S. Clark Street, Arlington, VA 22202, (703) 603-1818. E-mail: SAVE.monitoring@dhs.gov.

USER AGENCY- William D. Gay, Human Resources Director, P.O. Box 1087, Griffin, GA 30224, 770-467-4221, E-mail: wgay@spaldingcounty.com

**VI. OTHER PROVISIONS.**

(A) MOA Responsibilities. Only authorized employees, agents, or designees of DHS-USCIS and the User Agency will carry out the requirements of this MOA. In carrying out these responsibilities, they will operate within the scope of applicable regulations,

specifically delegated authorities, the program authorities and funding limitations and terms and conditions of this MOA.

(B) Determining Benefit Eligibility. This MOA is limited to the provision of verification services. DHS-USCIS will verify limited citizenship and immigration status information, but will not recommend to the User Agency whether to issue the benefit. The DHS-USCIS response is not intended to be, and should not be construed as, an opinion on the part of DHS-USCIS or the United States regarding any right or benefit under any program administered by the User Agency. The User Agency has the responsibility to determine the applicant's eligibility for the benefit.

(C) Criminal Penalties.

(1) DHS-USCIS reserves the right to use information from the User Agency for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.

(2) The User Agency acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. Section 552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOA may be subject to criminal penalties.

(D) Third Party Liability.

(1) Each party to this MOA shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this MOA, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.

(2) Nothing in this MOA is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees or the User Agency.

(E) Disputes. Disagreements on the interpretation of the provisions of this MOA that cannot be resolved between the DHS-USCIS program office and the User Agency point of contact should be provided in writing to the authorized officials at both agencies for resolution. If settlement cannot be reached at this level, the disagreement will be elevated to the next level in accordance with DHS-USCIS procedures for final resolution.

(F) Conflicts. This MOA, its attachments and addenda constitute the full MOA on this subject between DHS-USCIS and the User Agency. Any inconsistency or conflict between or among the provisions of this MOA, will be resolved in the following order of precedence: (1) this MOA and (2) other documents incorporated by reference in this MOA, i.e., the USCIS Anticipated Collections from Non-Federal Sources Addendum, and standard billing rates.

(G) Severability. Nothing in this MOA is intended to conflict with current law or regulation or the directives of DHS, DHS-USCIS, or the User Agency. If a term of this MOA is inconsistent with such authority, then that term shall be invalid but, to the extent allowable, the remaining terms and conditions of this MOA shall remain in full force and effect. In the event of a conflict that prevents either party from fulfilling its obligations, this MOA may be immediately canceled without providing the 30 day notice period referenced in Section IX.

(H) Assignment. The User Agency may not assign this MOA, nor may it assign any of its rights or obligations under this MOA. To the extent allowable by law, this MOA shall inure to the benefit of, and be binding upon, any successors to DHS-USCIS and the User Agency without restriction.

(I) Waiver. No waiver by either party of any breach of any provision of this MOA shall constitute a waiver of any other breach. Failure of either party to enforce at any time, or from time to time, any provision of this MOA shall not be construed to be a waiver thereof.

**VII. EFFECTIVE DATE.**

This MOA shall be effective when the DHS-USCIS authorized official and User Agency authorized official have both signed the MOA. This MOA shall continue in effect unless modified or terminated in accordance with the provisions of this MOA.

**VIII. MODIFICATION.**

(A) This MOA is subject to periodic review by DHS-USCIS, its authorized agents or designees, and, if necessary, periodic modification and/or renewal to assure compliance with current law, policy, and standard operating procedure(s). This MOA and the attached USCIS Anticipated Collections from Non-Federal Sources Addendum constitute the complete MOA between the parties for its stated purpose, and no modification or addition will be valid unless entered into by mutual consent of both parties evidenced in writing and signed by both parties and appended to this agreement; and

(B) The User Agency may accomplish a unilateral administrative modification to add funds to the MOA, and either party may accomplish a unilateral administrative modification to change POC information. A written bilateral modification (i.e., agreed to and signed by authorized officials of both parties) is required to change any other term of this MOA.

**IX. TERMINATION.**

Either party may terminate this MOA at any time by providing 30 days written notice of intent. DHS-USCIS, when feasible, will consult with the User Agency and attempt to reconcile issues before terminating this MOA. Notwithstanding any other provision in the MOA, DHS-USCIS may suspend or terminate this MOA without prior notice if deemed necessary because of a requirement of law or policy, upon a determination by DHS-USCIS that there has been a breach of system integrity or security by the User Agency or a failure by the User Agency to comply with established procedures or legal requirements, including but not limited to failure to pay.

Written notices shall be sent to the addresses of the POCs listed herein and shall be effective upon receipt. Either party may change its POC by written notice to the other party.

The foregoing, in conjunction with the referenced and incorporated attachments, constitutes the full agreement on this subject between DHS-USCIS and the User Agency. This MOA supersedes all previous agreements governing the provision of verification services. Those agreements are explicitly acknowledged to be null and void.

The undersigned represent that they are authorized to enter into this MOA on behalf of DHS-USCIS and the User Agency, respectively.

<b>John E. Roessler</b>	Eddie Goss
<b>Chief, SAVE Program</b>	Chairman
<b>U.S. Citizenship and Immigration Services</b>	Board of
Commissioners	
<b>Department of Homeland Security</b>	Spalding County

**ADDENDUM**  
**TO THE**

**MEMORANDUM OF AGREEMENT**

BETWEEN THE DEPARTMENT OF HOMELAND SECURITY,  
U.S. CITIZENSHIP AND IMMIGRATION SERVICES,  
AND  
SPALDING COUNTY, GEORGIA

This Addendum identifies the legal authorities allowing **Spalding County, Georgia** (User Agency) to verify immigration status for the benefits specified in the Memorandum of Agreement (MOA) with the Systematic Alien Verification for Entitlements (SAVE) Program.

<b>Retirement Benefits</b>	<b>Ga. Code Ann. 36-1-11.1, as amended. Ga. Const. Art. IX, § 2, Par. 1(f). Ga. Const. Art. IX, § 2, Par. 3(a)(14).</b>
<b>Health Benefits</b>	<b>Ga. Code Ann. 36-1-11.1, as amended. Ga. Const. Art. IX, § 2, Par. 3(a)(14).</b>
<b>Disability Benefits</b>	<b>Ga. Code Ann. § 36-1-21, as amended. Ga. Const. Art. IX, § 2, Par. 3(a)(14).</b>
<b>Alcoholic Beverage Licenses</b>	<b>Ga. Code Ann. § 3-3-2, as amended. Ga. Code Ann. § 3-4-110, as amended. Ga. Code Ann. § 3-5-40, as amended. Ga. Code Ann. § 3-6-40, as amended. Ga. Code Ann. § 3-7-40, as amended.</b>
<b>Occupation Tax Certificates</b>	<b>Ga. Code Ann. § 48-13-6, as amended.</b>

By executing this Addendum, the User Agency official certifies that the User Agency has enacted any appropriate local legal authority necessary to issue the benefits specified in the MOA and authorized by the Georgia laws listed above.

The undersigned represent that they are authorized to enter into this Addendum on behalf of the SAVE Program and the User Agency, respectively.

<b>John E. Roessler</b> <b>Chief, SAVE Program</b> <b>U.S. Citizenship and Immigration Services</b> <b>Department of Homeland Security</b>	<b>Eddie Goss</b> <b>Chairman</b> <b>Board of Commissioners</b> <b>Spalding County</b>
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## USCIS Anticipated Collections from Non-Federal Sources Addendum

*The following information must be listed on this addendum and submitted to complete the Memorandum of Agreement*

All Participating Agencies Please Complete the Below Information	Please Update Information as Necessary in this column.
<b>1. Agency Name:</b>	
<b>2. Billing (Accounts Payable) Point of Contact</b>	
Name:	
Phone # (Area Code):	
Fax # (Area Code):	
E-mail:	
Address:	
Address (2nd line):	
City, State Zip:	
<b>3. Identification</b>	
Tax Identification Number (TIN):	
Data Universal Numbering System (DUNS) <b>or</b> Business Partner Network (BPN) number <small>- You may obtain your DUN/BPN at <a href="http://www.ccr.gov/">http://www.ccr.gov/</a></small>	
<b>4. Customer Payment &amp; Budgeting Information</b>	
Purchase Order Number:	Update:
Payment Method ( <i>Choose and insert one of the following: wire transfer, check, or credit card</i> ):	Update:
Amount Obligated (Budgeted):	Update:
Funds Expiration Date:	Update:
<b>5. Program Point of Contact</b>	
Name:	
Phone Number:	
POC e-mail address:	

This agreement will commence as soon as all signatures are obtained in accordance with the Memorandum of Agreement. Both parties must agree to any amendments prior to their implementation in accordance with the Memorandum of Agreement.

Agency High Level Identifier:

\_\_\_\_\_  
Eddie Goss  
Chairman, Board of Commissioners

\_\_\_\_\_  
John E. Roessler  
Chief, SAVE Program, DHS USCIS

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

***Motion/second to authorize Chairman to execute Memorandum of Agreement by Commissioners Phillips/Freeman and carried by a vote of 5-0.***

1. Consider change to Property Tax Exemptions. County Attorney Fortune to discuss this item.

County Attorney Fortune stated that we currently have an exemption for residents 65 years old or older depending upon the amount of their income. He was contacted by Mrs. Hollums, Tax Commissioner, stating the problems she has verifying income at her office. She has asked if the Board would consider asking the local Legislation delegation to take out the income requirement and simply let it read "persons who are 65 years or older get the exemption. Ms. Hollums said that the school system had already taken the income out of the equation. Mr. Fortune stated that this removal of income requirement would have to be voted on by referendum of the people and

would not become effective until 2011. The deadline to file for exemptions is April 1, 2010.

*Motion/second authorizing County Attorney Fortune to direct the 2010 Local Legislative Delegation to remove the income requirement for Seniors 65 years or older for the County's tax exemption by Flowers-Taylor/Phillips and carried by a vote of 5-0.*

2. Consider annual appointments to Spalding County Boards, Authorities and Commissions.

<b><u>Board/Commission/Authority</u></b>	<b><u>Current Member / Board Action</u></b>	<b><u>New Expiration</u></b>	<b><u>Comments</u></b>
Bd of Appeals & Adjustments Unsafe Bldg Abatement Code	<b>Daa'ood Amin</b>  <i>Reappointed 5-0 on motion/second by Phillips/Gilreath</i>	12-31-2013	4-year term
Bd of Appeals & Adjustments Unsafe Bldg. Abatement Code	<b>John Picklesimer</b>  <i>Reappointed 5-0 on motion/second by Phillips/Gilreath</i>	12-31-2013	4-year term
Butts, Henry, Lamar & Spalding County Development Authority	<b>Chuck Copeland</b>  <i>Tabled 5-0 on motion/second by Phillips/Flowers-Taylor</i>	12-31-2012	3-year term
Butts, Henry, Lamar & Spalding County Development Authority	<b>Alton Knight</b>  <i>Tabled 5-0 on motion/second by Phillips/Flowers-Taylor</i>	12-31-2012	3-year term
Chamber of Commerce Board of Directors	<b>William Wilson</b>  <i>Tabled all County Manager by Position 5-0 on motion/second by Flowers-Taylor/Freeman</i>	12-31-2010	1-year term, County Manager by Position
Griffin-Spalding Area Transportation Committee (G-SATC)	<b>Chuck Taylor</b>  <i>Reappointed 5-0 on motion/second by Phillips/Freeman</i>	12-31-2010	1-year term, County Staff
G-SATC	<b>Bobby Peurifoy</b>  <i>Reappointed 5-0 on motion/second by Phillips/Flowers-Taylor</i>	12-31-2010	1-year term, County At-Large
G-SATC – Ex-Officio	<b>Wendell Beam</b>  <i>Reappointed 5-0 on motion /second by Freeman/Phillips</i>	12-31-2010	1-year term, by position, Sheriff or designee
G-SATC – Ex-Officio	<b>Chipper Gardner</b>  <i>Reappointed 5-0 on motion/second by Freeman/Flowers-Taylor</i>	12-31-2010	1-year term by position, Fire Chief or designee
G-SATC	<b>Florence Kulp</b>	12-31-2010	1-year term,

	<i>Reappointed 5-0 on motion/second by Flowers-Taylor/Phillips</i>		County At-Large
G-SATC	<b>William Wilson</b> <b>Tabled 5-0</b>	12-31-2010	1-year term County Manager by Position
Griffin-Spalding County Airport Advisory Commission	<b>Louis Thacker</b> <i>Reappointed 5-0 on motion/second by Freeman/Flowers-Taylor</i>	12-31-2012	3-year term
Griffin-Spalding County Development Authority	<b>Walter Cliff Futral</b> <i>Reappointed 5-0 on motion/second by Phillips/Freeman</i>	12-31-2012	3-year term
<b><u>Board/Commission/Authority</u></b>	<b><u>Current Member / Board Action</u></b>	<b><u>New Expiration</u></b>	<b><u>Comments</u></b>
Griffin-Spalding County Hospital Authority	<b>Dr. Enid Loftus-Jones</b> <i>Reappointed 5-0 on motion/second by Flowers-Taylor/Phillips</i>	12-31-2013	4-year term
Keep Griffin/Spalding Beautiful Committee	<b>Tim Crane</b> <i>Reappointed 5-0 on motion/second by Phillips/Flowers-Taylor</i>	12-31-2011	2-year term
Keep Griffin/Spalding Beautiful Committee	<b>Brenda Goolsby</b> <i>Reappointed 5-0 on motion/second by Phillips/Flowers-Taylor</i>	12-31-2011	2-year term Orchard Hill Rep.
Keep Griffin/Spalding Beautiful Committee	<b>Kim Slaughter</b> <i>Reappointed 5-0 on motion/second by Phillips/Flowers-Taylor</i>	12-31-2011	2-year term Sunny Side Rep.
Keep Griffin/Spalding Beautiful Committee	<b>Judith Francis</b> <i>Reappointed 5-0 on motion/second by Phillips/Flowers-Taylor</i>	12-31-2011	2-year term
Keep Griffin/Spalding Beautiful Committee	<b>Neal Bonds</b> <i>Reappointed 5-0 on motion/second by Phillips/Flowers-Taylor</i>	12-31-2011	2-year term
Keep Griffin/Spalding Beautiful Committee	<b>Barbara King</b> <i>Reappointed 5-0 on motion/second by Phillips/Flowers-Taylor</i>	12-31-2011	2-year term
Keep Griffin/Spalding Beautiful Committee	<b>Mate Mundy</b> <i>Reappointed 5-0 on motion/second by Phillips/Flowers-Taylor</i>	12-31-2011	2-year term
Keep Griffin/Spalding Beautiful	<b>Jimmy Passmore</b> <i>Reappointed 5-0 on</i>	12-31-2011	2-year term

	<i>motion/second by Phillips/Flowers-Taylor</i>		
Local Law Enforcement Block Grant Advisory Commission	<b>Scott Ballard</b>  <i>Reappointed 5-0 on motion/second by Phillips/Freeman</i>	12-31-2010	1-year term, Prosecutor's Office
Local Law Enforcement Block Grant Advisory Commission	<b>Marvin Brooks</b>  <i>Reappointed 5-0 on motion/second by Phillips/Freeman</i>	12-31-2010	1-year term, Private Sector representative
Local Law Enforcement Block Grant Advisory Commission	<b>William Wilson</b>  <i>Tabled 5-0</i>	12-31-2010	1-year term, County Manager by position
Three Rivers TMDL Task Force	<b>William Wilson</b>  <i>Tabled 5-0</i>	12-31-2011	2-year term, County Manager
<b><u>Board/Commission/Authority</u></b>	<b><u>Current Member / Board Action</u></b>	<b><u>New Expiration</u></b>	<b><u>Comments</u></b>
Spalding Co Animal Care & Control Advisory Bd	<i>Tabled until next Agenda</i>	12-31-2010	1-year term, Dist. 1
Spalding Co Animal Care & Control Advisory Bd	<b>Todd Chase</b>  <i>Reappointed by Post 2 Commissioner Phillips</i>	12-31-2010	1-year term, Dist. 2
Spalding Co Animal Care & Control Advisory Bd	<b>Christine Greene</b>  <i>Reappointed by Post 4 Commissioner Freeman</i>	12-31-2010	1-year term, Dist. 4
Spalding Co Animal Care & Control Advisory Bd	<b>Tm Heinzl</b>  <i>Reappointed by Post 5 Commissioner Goss</i>	12-31-2010	1-year term, Dist. 5
Spalding Co Animal Care & Control Advisory Bd	<b>Jan McPhail</b>  <i>Reappointed by Post 3 Commissioner Gilreath</i>	12-31-2010	1-year term, Dist. 3
Spalding County Bd of Health	<b>Roger Miller</b>  <i>Lisa Mullis was nominated by Flowers/Taylor. Appointed by a vote of 3-2 with Gilreath and Freeman voting for Miller</i>	12-31-2015	6-year term, County Disadvantaged Rep
Spalding County Library Board of Trustees	<b>Vanessa Hollis</b>  <i>Tabled 5-0 on motion/second by Flowers-Taylor/Phillips</i>	12-31-2013	4-year term
Spalding County Parks & Recreation Advisory Comm.	<b>Regina Abbott</b>  <i>Reappointed by Post 5 Commissioner Goss</i>	12-31-2012	3-year term, Dist. 5
Spalding County Parks & Recreation Advisory Comm.	<b>Wilbur Bailey</b>  <i>Reappointed by Post 1 Commissioner Flowers-Taylor</i>	12-31-2012	3-year term, Dist. 1

Spalding County Parks & Recreation Advisory Comm.	<b>Kimberly Goldberg</b> <i>Reappointed by Post 3 Commissioner Gilreath</i>	12-31-2012	3-year term, Dist. 3
Spalding County Parks & Recreation Advisory Comm.	<b>Dan McLean</b> <i>Reappointed by Post 2 Commissioner Phillips</i>	12-31-2012	3-year term, Dist. 2
Spalding County Parks & Recreation Advisory Comm.	<b>Ronnie Perdue</b> <i>Reappointed by Post 4 Commissioner Freeman</i>	12-31-2012	3-year term, Dist. 4
Spalding County Personnel Appeals Bd	<b>Ronnie Lowe</b> <i>Reappointed 5-0 on motion/second by Flowers-Taylor/Phillips</i>	12-31-2012	3-year term
Spalding County Water & Sewerage Facilities Auth.	<b>Julian Jones</b> <i>Tabled 5-0 on motion/second by Flowers-Taylor/Gilreath. Lifted from the table 5-0 on motion/second by Phillips/Freeman. Reappointed 5-0 on motion/second by Phillips/Freeman</i>	12-31-2015	6-year term
Spalding County Water & Sewerage Facilities Auth.	<b>Cal Oxford</b> <i>Doug Krepps nominated by Phillips and seconded by Flowers-Taylor Motion/second to rescind by Phillips/Flowers-Taylor and carried by a vote of 3-2 with Commissioners Gilreath/Freeman voting against Cal Oxford nominated by Freeman. Appointed Doug Krepps on a vote of 5-0.</i>	12-31-2015	6-year term
Two Rivers R C & D Council	<b>William Wilson</b> <i>Tabled 5-0</i>	12-31-2010	1-year term by position County Manager

*Chairman Goss called for a five minute recess at this time.*

*Chairman Goss called the Meeting back to order.*

<b>Board/Commission/Authority</b>	<b>Commission Member Appointee</b>	<b>New Expiration</b>	<b>Comments</b>
Chamber of Commerce Board of Directors	<i>Tabled until next Agenda</i>	12-31-2010	1-year term Chair or designee
Griffin Downtown Council – Main Street Advisory Board	<i>David Phillips</i>	12-31-2010	1-year term Chair or designee

Griffin-Spalding Area Transportation Committee	<i>Eddie Freeman</i>	12-31-2010	1-year term Chair or designee
Griffin-Spalding Area Transportation Committee	<i>Eddie Freeman</i>	12-31-2010	1-year term Chair or designee
Griffin-Spalding County Airport Advisory Commission	<i>Eddie Freeman</i>	12-31-2010	1-year term County Chair or designee
Griffin-Spalding County Development Authority	<i>Eddie Freeman</i>	12-31-2010	1-year term County Chair or designee
Griffin-Spalding County Hospital Authority – Ex-Officio	<i>Tabled until next Agenda</i>	12-31-2010	1-year term County Chair or designee
Local Law Enforcement Block Grant Advisory Commission	<i>Eddie Freeman</i>	12-31-2010	1-year term County Chair or designee
Three Rivers RDC Board of Directors	<i>Edward Goss</i>	12-31-2010	1-year term, County Chair or designee-Elected
Three Rivers TMDL Task Force	<i>Edward Goss</i>	12-31-2010	1-year term Chair position
<b>Board/Commission/Authority</b>	<b>Commission Member Appointee</b>	<b>New Expiration</b>	<b>Comments</b>
Spalding County Board of Health	<i>Edward Goss</i>	12-31-2010	1-year term Chair or designee
Spalding County Collaborative Authority for Families & Children Inc	<i>Edward Goss</i>	12-31-2010	1-year term Chair or designee
Spalding County Parks & Recreation Advisory Comm.	<i>Gwen Flowers-Taylor</i>	12-31-2010	1-year term Chair or designee
Spalding County Water & Sewerage Facilities Authority	<i>Gwen Flowers-Taylor</i>	12-31-2010	1-year term Chair or designee
Two Rivers R C & D Council	<i>Eddie Freeman</i>	12-31-2010	1-year term – Voting Member
West Central Georgia Workforce Investment Board	<i>Edward Goss</i>	12-31-2010	1-year term

3. Consider approval of 2010 new Alcohol Beverage License – Consumption on Premises – Beer, Wine and Liquor – Myung Hyuk Yim Park d/b/a Country Rock Bar and Grill – 2700 North Expressway.

*Motion/seconded to approve new Alcohol Beverage License by Commissioners Phillips/Freeman and carried by a vote of 4-1 with Commissioner Goss voting against.*

4. Consider approval of 2010 new Alcohol Beverage License – Retail Sales – Beer and Wine – for Chetan J. Patel, owner of Ravi Mudhyr, Inc., d/b/a Expressway Food Mart located at 2903 North Expressway, Griffin, GA.

The attorney for the establishment spoke in regards to the applicant and requested that the application fees be transferred from the 2009 fees which were paid but the application was denied. Commissioner Flowers-Taylor commented that if the Board makes of waiver of fees for them we would be setting a precedence. She was not in agreement with waiving the 2010 application fees.

*Motion/second to approve new Alcohol Beverage License with transferring license application fees from the 2009 license to the new 2010 license by Commissioners Freeman/Phillips and denied by a vote of 2-3 with Flowers-Taylor, Gilreath and Goss voting against.*

***New motion/second to approve new Alcohol Beverage License as submitted to the Board without waiving the 2010 license application fees by Commissioners Flowers-Taylor/Phillips and carried by a vote of 5-0.***

5. Review Business Licenses Policy.

Assistant to the County Manager address the Board on this matter. He stated that the County had a holiday on December 31<sup>st</sup> and on January 4, 2010, which was the first day of business there were several people come by Community Development to renew their business licenses and they were charged a penalty. There are between 23 to 26 businesses that came in on the 4<sup>th</sup> and paid the penalty fee. He asked the Board if they wanted to set a policy whereby a holiday falls on a business day and businesses are not afforded the opportunity to pay for their licenses on that day then the next regular business day that can pay without a penalty.

***Motion/second to refund the penalty fees to businesses that came to the County on December 31, 2009 to pay their business registration fees and set policy to read that if County is closed on last day of the year, no penalty will be charged and the business has until the next working day to pay fees by Commissioners Freeman/Gilreath and carried by a vote of 5-0.***

6. Consider acceptance of Right-of-Way Deed for Amacalola Drive and Satilla Court (Sun City Peachtree Subdivision – Pod 35).

***Motion/second to accept Right of Way Deed by Commissioners Freeman/Gilreath and carried by a vote of 5-0.***

7. Consider approval of final plat of Sun City Peachtree Subdivision – Pod 35 located off Jordan Hill Road – 50 lots.

***Motion/second to approve final plat by Commissioners Phillips/Freeman and carried by a vote of 5-0.***

8. Set a date for a Public Hearing to establish street lighting district for Sun City Peachtree Subdivision – Pod 35.

***Motion/second to set Public Hearing date of February 1, 2010 by Commissioners Freeman/Phillips by a vote of 5-0.***

9. Set Qualifying Fees for the upcoming 2010 General Election.

<b>Office</b>	<b>Salary</b>	<b>Qualifying Fee</b>
County Commissioner.....	\$ 14,002	\$ 420.06
State Court Solicitor General.....	46,000	1350.00
Member, Board of Education.....	8,3562	250.68

***Motion/second to set fees by Commissioners Phillips/Freeman and carried by a vote of 5-0.***

10. Consider approval of Feasibility Study Agreement with Healthplex Associates, Inc. for a Wellness Center at the Memorial Avenue Shopping Center.

Mr. Doug Krepps was present to address this matter. County Attorney Fortune stated that if the Board adopts this, this organization will perform this study for \$26,000 plus traveling expenses. This is a study regarding the use of the Memorial Drive property. Mr. Krepps stated that this organization will review the market and work with local people and do a market study, market evaluation and a site evaluation.

***Motion/second to approve Agreement with cost being taken from Contingency Fund by Commissioners Phillips/Gilreath and carried by a vote of 4-1 with Commissioner Goss voting against the motion.***

***Healthplex Associates, Inc.***

*Medical Wellness Center  
Feasibility Study Agreement*

This Medical Wellness Center Feasibility Study Agreement is made effective this 11<sup>th</sup> day of January, 2010 by and between the Healthplex Associates, Inc. (hereinafter referred to as “HPA”), located at 176 South New Middletown Road, Suite 203, Media, Pennsylvania, 19063 and Spalding County (hereinafter referred to as “Client”), located at 119 E. Solomon Street, Griffin, GA 30223.

1. **Engagement.** Client hereby engages HPA to provide the following consulting services designed to analyze the feasibility of establishing a medical wellness center (hereinafter referred to as “Healthplex®”) and developing a plan for project development.

2. **Duties of HPA.**

2.1 The following are the consulting services (“Services”) that HPA will provide to Client. Within ninety (90) days after receiving authorization to proceed with the feasibility study from Client, HPA will present five copies of an initial report to the Client designed to answer basic questions about the size, scope, and viability of the project. This initial report will include the following components:

*EVALUATION OF PROJECT FEASIBILITY*

Site recommendations

- ◆ Description of project and rationale
- ◆ Compatibility with the Client’s strategic plan
- ◆ Project cost estimate for a model facility
- ◆ Demographic analysis of the site selected
- ◆ Competition analysis
- ◆ Interviews with key stakeholders
- ◆ Analysis of possible partnership opportunities (if appropriate)
- ◆ Preliminary sizing and design (including site and floor plans)
- ◆ Discussion of clinical service component
- ◆ Preliminary medical office space analysis
- ◆ Preliminary wellness center financial pro forma
- Project cost summary
- Space requirements
- Service offering analysis
- Five year operational summary (including rent estimate)
- Membership summary (suggested rates and membership volume estimates)
- ◆ Preliminary structure discussion
- ◆ Financing recommendations
- ◆ Final recommendations
- ◆ Education of key stakeholders

2.2 **Geographic Exclusivity.** HPA agrees to work exclusively with the Client in the geographic area described herein below throughout the term of this Agreement, provided that HPA continues to be contractually engaged by Client. Upon the termination of this Agreement, Client will have sixty (60) days to assess whether Client desires to proceed with the proposed facility. If no written commitment to proceed with HPA has been received by HPA at the expiration of this sixty (60) day period, then HPA shall be free to engage another Client within the designated geographic area. The geographical area for purposes of this Agreement is described as follows:

3. **Duties of Client.**

3.1 **Support and Approvals.** Client shall work with and assist HPA in the performance of HPA's Services, as set forth in Section 2 hereof. Client shall timely respond to HPA's requests for comments and/or approvals. Client shall maintain a close liaison with HPA respecting HPA's duties hereunder and provide HPA with prompt notice of problems so that joint resolution may be accomplished in a timely manner.

3.2 **Access.** Client shall provide HPA with reasonable access to all requested records, documents and information respecting the development of Facility which are reasonably needed by HPA to assist Client in the performance of its Services hereunder, subject to and consistent with confidentiality requirements imposed or established by this Agreement or by applicable law.

4. **Term and Termination.** This Agreement shall commence on January 13, 2010 and, subject to the terms set forth below, shall continue in full force and effect for three (3) months, terminating on the date of the delivery of a final report to Client. This Agreement may be terminated by HPA if Client shall fail to pay HPA the compensation set forth in Section 5 hereof. Should Client require additional assistance or analysis by HPA after this date, HPA will charge Client for such additional services in accordance with the terms of Section 5.5 herein below.

5. **Compensation and Payment Terms.** Client shall be obligated to pay HPA for its Services as follows:

5.1 **Consulting Fee:** Client shall be obligated to pay HPA the fee of Twenty Six Thousand Five Hundred and Fifty Dollars (\$26,550) (the "Fee") for the Services provided herein. Client shall pay HPA the Fee in three (3) equal monthly installments of Eight Thousand Eight Hundred and Fifty Dollars (\$8,850.00) per month.

5.2 **Out-Of-Pocket Expenses:** In addition to the Fee, Client shall be obligated to pay HPA all out-of-pocket expenses (the "Expenses"), including without limitation, travel, printing and postage incurred by HPA in the performance of Services hereunder.

5.3 **Additional Client Sites:** Should Client wish to examine and compare an additional site within the same market (defined as within fifteen minutes of driving time), Client can request an addendum to the report as follows. For each additional site for which Client requests HPA to perform Services, Client shall be obligated to pay HPA the fee of Seven Thousand Five Hundred Dollars (7,500.00) (the "Additional Site Fee"). Client shall pay HPA the Additional Site Fee in three (3) equal monthly installments of Two Thousand Five Hundred Dollars (\$2,500.00) per month. Client must indicate whether this Agreement is intended to cover any additional sites upon the signing hereof. Should additional sites be included, said sites shall be included in the geographical description listed in Section 2.2 hereof.

5.4 Client shall be obligated to pay HPA its Fee, Expenses, and any Additional Site Fee within thirty (30) days of the date of HPA's invoice to Client. Any Fees or Expenses due and owing to HPA by Client after the expiration of thirty (30) days from the date of HPA's invoice shall begin accruing interest at the rate of One and One-Half Percent (1 ½ %) per month until such Fees and Expenses are paid in full to HPA. Failure to compensate HPA as stated herein shall be deemed a material breach and HPA may exercise its rights of termination as set forth in Section 4 hereof.

5.5 Client understands and agrees that additional services performed by HPA which are outside the scope of the Services and/or any services rendered by HPA at the request of Client after the termination of this Agreement shall be billed to Client at HPA's hourly rate. Client is obligated to pay HPA for said services in accordance with Section 5.3 hereof.

5.6 This Section 5 shall survive termination of this Agreement for any reason whatsoever.

6. **No Warranty.** Client understands and agrees that HPA will use its reasonable efforts to provide Client with Services hereunder. Notwithstanding the foregoing, HPA offers no guarantee or warranty, either express or implied, in connection with the Services, HPA's information and its advice provided to Client during the term (s) of this Agreement.

7. **Notices.** Any notices or other communication required or permitted to be given hereunder or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been duly given (i) on the date posted, if mailed, via the United States Postal Service by registered or certified mail, return receipt requested, postage prepaid on the date posted; or (ii) when delivered, if personally delivered. Any such notice shall be addressed as follows, or at such other address as may be given in writing in accordance with this section to the other party:

To Client: Spalding County  
P. O. Box 1087  
Griffin, GA 30224

To HPA: Healthplex Associates, Inc.  
176 New Middletown Road  
Suite 203  
Media, PA 19063  
Attention: President

8. **Amendment.** No change, modification or amendment to this Agreement shall be valid or binding upon the parties unless such change or modification shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the date and year first above written.

For HPA:

For Client:

By: (L.S.) Mark Nade  
Its: Managing Director

By: (L.S.) Edward Goss, Jr.  
Its: Chairman

11. Consider assigning the Agreement between Spalding County and Glatting Jackson Kercher Anglin, Inc. to AECOM Technical Services, Inc

*Motion/second to assign Agreement to AECOM Technical Services, Inc. by Commissioners Freeman/Flowers-Taylor and carried by a vote of 5-0.*

12. Consider approval and execution of two subcontracts for Spalding County Community Services Block Grant (CSBG) Program for : Meals-on-Wheels in the amount of \$73,498.89 and After-and Summer School Program in the amount of \$23,770.

*Motion/second to approve the two subcontracts by Commissioner Phillips/Freeman and carried by a vote of 5-0.*

G E O R G I A  
SPALDING COUNTY

COA  
MEMORANDUM OF AGREEMENT BETWEEN  
SPALDING COUNTY BOARD OF COMMISSIONERS AND  
THE COUNCIL ON AGING FOR McINTOSH TRAIL, INC.  
CSBG CONTRACT FISCAL YEAR 2010

THIS MEMORANDUM dated 1st day of October 2009 between the Spalding County Board of Commissioners (hereinafter referred to as "County") and the Council on Aging for McIntosh Trail, Inc. (hereinafter referred to as "COA").

WHEREAS, the County desires to provide Community Based Services to eligible clients as defined in the CSBG proposal for FY'10 and

WHEREAS, both parties agree to exert their best efforts toward accomplishment of the above-stated goals.

1. Engagement. The County agrees to engage the COA to utilize its best efforts to carry out the work described in Exhibit A attached hereto.

2. Working Facilities and Materials. COA will utilize its own facilities and provide the necessary staff to carry out the work program.

3. Term. The term of this Memorandum is 12 months, beginning October 1, 2009 and concluding September 30, 2010 and shall not be renewed or extended except by agreement in writing, signed by both parties, and attached hereto.

4. Relationship Between Parties. The COA is retained and engaged by the County only for the purposes and to the extent set forth in the present memorandum and exhibits attached thereto, and the relationship between the County and the COA shall be that of independent contractors.

5. Termination. This Memorandum shall not be terminated prior to expiration of the term hereinabove set forth except for cause.

6. Remedy. The parties hereto agree that standard remedies will be available for breach of this Contract. Breach of contract will occur whenever the County fails to perform duties as outlined herein or whenever the Subcontractor fails to perform duties as outlined in Exhibit A to this Contract.

7. Compensation. For its services, the County shall reimburse the COA a maximum of Seventy-Three Thousand Four Hundred Ninety-Eight Dollars and Eighty-Nine Cents (\$73,498.89).

8. Drawdown of Funds. The COA shall submit to the Spalding County Board of Commissioners a monthly invoice/reimbursement report showing the service provided and the amount of funds being requested for reimbursement. A copy of the invoice/reimbursement report will also be forwarded to the Three Rivers Regional Commission, PO Box 818, Griffin, GA 30224.

9. Contingent Upon Federal Funds. Notwithstanding any other provision of this Memorandum, in the event that any of the sources of funding for these contract services no longer exist or the funding level of such sources is reduced, the County shall reserve the right to immediately terminate the memorandum without further obligation of the County as of the moment of notification of termination.

10. Holidays. The services to be provided under this Memorandum are to be carried out Monday through Friday of each week, except for holidays recognized by the COA which causes the COA office to be closed.

11. Special Conditions. In providing services under this Contract, the COA agrees to comply with the following special conditions:

a. To permit and cooperate with any investigation conducted by Federal or State authorities.

b. That no portion of the CSBG allocation shall be used in connection with activities relating to providing voters and prospective voters with transportation to the polls or providing similar assistance in connection with an election or any voter registration activity.

c. That no portion of the CSBG allocation shall be used in connection with political activities as set forth in the United States Code Title 5, Chapter 15, Section 1502 (a)(i)(2) and (3).

d. To comply with all requirements stated in the CSBG Policies and Procedures Manual.

12 A. Nondiscrimination in Employment Practices. COA agrees to comply with Federal and State laws, rules, and regulations and the Department of Human Resources' policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, handicap, age, or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissals, and other elements affecting employment/employees.

12 B. Nondiscrimination in Client/Client Service Practices. COA agrees to comply with Federal and State laws, rules, and regulations and the Department of Human Resources' policy relative to nondiscrimination in client and client service practices because of political affiliation, religion, race, color, sex, handicap, age, or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or sponsored by the Department of Human Resources.

13. Confidentiality of Individual Information. COA agrees to abide by all Federal and State laws, rules, and regulations and the Department of Human Resources policy on respecting confidentiality of an individual's records. COA further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual client or responsible parent or guardian.

14. Access to Records. The Federal and State government, the Department of Human Resources, and Spalding County shall have access to any pertinent books, documents, papers, and records of COA for the purpose of making audit examinations, excerpts, and transcripts. COA record retention requirements are five years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the five year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

COA agrees that the DHR Office of Fraud and Abuse has full authority to investigate any allegation of misconduct in performance of duties arising from this contract. COA also agrees to fully cooperate in such investigations by providing the Office of Fraud and Abuse full access to its records and by allowing its employees to be interviewed during such investigations.

15. Hold Harmless Clause. The County and its employees are to be held harmless for any claim growing out of any action performed by COA, its agents, employees, or any of its subcontractors under any provision of this Agreement.

16. Entire Agreement. THIS MEMORANDUM AND THE EXHIBIT "A", ATTACHED HERETO, CONSTITUTE THE SOLE AND ENTIRE AGREEMENT BETWEEN THE PARTIES AND NO MODIFICATION HEREOF SHALL BE BINDING UNLESS ATTACHED HERETO AND SIGNED BY BOTH OF THEM. NO REPRESENTATION, PROMISE OR INDUCEMENT NOT INCLUDED IN THIS CONTRACT SHALL BE BINDING UPON EITHER PARTY HERETO.

IN WITNESS WHEREOF, the County and COA have caused this Memorandum to be executed as of the day and year first above written.

COUNCIL ON AGING FOR  
McINTOSH TRAIL

SPALDING COUNTY BOARD OF  
COMMISSIONERS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

## EXHIBIT A

The Council on Aging will subcontract with the Spalding County Board of Commissioners to provide the following services under the Community Services Block Grant (CSBG) Program:

### Home Delivered Meals

The Council on Aging/Golden Age Club will order and package home delivered meals to approximately thirty-one (31) eligible individuals. The meals will be delivered each weekday, Monday through Friday, for the exception of holidays as observed by the Council on Aging. COA will be responsible for determining client eligibility and will maintain all client files. The COA shall afford these clients the full range of services made available to other home-delivered meal recipients participating in the Aging Program operated by the Council on Aging.

The cost of the meals shall be computed at \$6.30 per meal. The maximum reimbursement for this service shall be Forty-Seven Thousand, Two Hundred Eighty-Eight Dollars and Seventy-Eight Cents (\$47,288.78).

### Transportation Services

For the purpose of the home delivered meals program as provided by CSBG, the COA will utilize the services of two (2) drivers to deliver meals to home-bound clients in and around Spalding County. Said drivers will be reimbursed for up to four hours of services per day each weekday, Monday through Friday, for the exception of holidays as observed by the Council on Aging. Travel reimbursement will also be made available to said drivers for services provided. The maximum reimbursement for this service shall be Seven Thousand Six Hundred Eighty Dollars and Zero Cents (\$7,680.00).

A breakdown of costs reimbursable under this contract is as follows:

Home Delivered Meals:	\$ 47,288.78
Salaries	18,030.12
Travel	7,680.00
Supplies	<u>500.00</u>
<b>TOTAL</b>	<b>\$ 73,498.89</b>

## GEORGIA SPALDING COUNTY

### Spalding County Salvation Army MEMORANDUM OF AGREEMENT BETWEEN SPALDING COUNTY BOARD OF COMMISSIONERS AND THE SPALDING COUNTY SALVATION ARMY CSBG CONTRACT FISCAL YEAR 2010

THIS MEMORANDUM dated 1st day of October 2009 between the Spalding County Board of Commissioners (hereinafter referred to as "County") and the Spalding County Salvation Army. (hereinafter referred to as "SCSA").

WHEREAS, the County desires to provide Community Based Services to eligible clients as defined in the CSBG proposal for FY'10 and

WHEREAS, both parties agree to exert their best efforts toward accomplishment of the above-stated goals.

1. Engagement. The County agrees to engage the SCSA to utilize its best efforts to carry out the work described in Exhibit A attached hereto.

2. Working Facilities and Materials. SCSA will utilize its own facilities and provide the necessary staff to carry out the work program.

3. Term. The term of this Memorandum is 12 months, beginning October 1, 2009 and concluding September 30, 2010 and shall not be renewed or extended except by agreement in writing, signed by both parties, and attached hereto.

4. Relationship Between Parties. The SCSA is retained and engaged by the County only for the purposes and to the extent set forth in the present memorandum and exhibits attached thereto, and the relationship between the County and the SCSA shall be that of independent contractors.

5. Termination. This Memorandum shall not be terminated prior to expiration of the term hereinabove set forth except for cause.

6. Remedy. The parties hereto agree that standard remedies will be available for breach of this Contract. Breach of contract will occur whenever the County fails to perform duties as outlined herein or whenever the Subcontractor fails to perform duties as outlined in Exhibit A to this Contract.

7. Compensation. For its services, the County shall reimburse the SCSA a maximum of Twenty-Three Thousand Seven Hundred Seventy Dollars and Zero Cents (\$23,770.00).

8. Drawdown of Funds. The SCSA shall submit to the Spalding County Board of Commissioners a monthly invoice/reimbursement report showing the service provided and the amount of funds being requested for reimbursement. A copy of the invoice/reimbursement report will also be forwarded to the Three Rivers Regional Commission at PO Box 818, Griffin, Georgia 30224.

9. Contingent Upon Federal Funds. Notwithstanding any other provision of this Memorandum, in the event that any of the sources of funding for these contract services no longer exist or the funding level of such sources is reduced, the County shall reserve the right to immediately terminate the memorandum without further obligation of the County as of the moment of notification of termination.

10. Holidays. The services to be provided under this Memorandum are to be carried out Monday through Friday of each week, except for holidays recognized by the SCSA which causes the SCSA office to be closed.

11. Special Conditions. In providing services under this Contract, the SCSA agrees to comply with the following special conditions:

a. To permit and cooperate with any investigation conducted by Federal or State authorities.

b. That no portion of the CSBG allocation shall be used in connection with activities relating to providing voters and prospective voters with transportation to the polls or providing similar assistance in connection with an election or any voter registration activity.

c. That no portion of the CSBG allocation shall be used in connection with political activities as set forth in the United States Code Title 5, Chapter 15, Section 1502 (a)(i)(2) and (3).

d. To comply with all requirements stated in the CSBG Policies and Procedures Manual.

12 A. Nondiscrimination in Employment Practices. SCSA agrees to comply with Federal and State laws, rules, and regulations and the Department of Human Resources' policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, handicap, age, or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissals, and other elements affecting employment/employees.

12 B. Nondiscrimination in Client/Client Service Practices. SCSA agrees to comply with Federal and State laws, rules, and regulations and the Department of Human

Resources' policy relative to nondiscrimination in client and client service practices because of political affiliation, religion, race, color, sex, handicap, age, or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or sponsored by the Department of Human Resources.

13. Confidentiality of Individual Information. SCSA agrees to abide by all Federal and State laws, rules, and regulations and the Department of Human Resources policy on respecting confidentiality of an individual's records. SCSA further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual client or responsible parent or guardian.

14. Access to Records. The Federal and State government, the Department of Human Resources, and Spalding County shall have access to any pertinent books, documents, papers, and records of SCSA for the purpose of making audit examinations, excerpts, and transcripts. SCSA record retention requirements are five years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the five year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

SCSA agrees that the DHR Office of Fraud and Abuse has full authority to investigate any allegation of misconduct in performance of duties arising from this contract. SCSA also agrees to fully cooperate in such investigations by providing the Office of Fraud and Abuse full access to its records and by allowing it employees to be interviewed during such investigations.

15. Hold Harmless Clause. The County and its employees are to be held harmless for any claim growing out of any action performed by SCSA, its agents, employees, or any of its subcontractors under any provision of this Agreement.

16. Entire Agreement. THIS MEMORANDUM AND THE EXHIBIT "A", ATTACHED HERETO, CONSTITUTE THE SOLE AND ENTIRE AGREEMENT BETWEEN THE PARTIES AND NO MODIFICATION HEREOF SHALL BE BINDING UNLESS ATTACHED HERETO AND SIGNED BY BOTH OF THEM. NO REPRESENTATION, PROMISE OR INDUCEMENT NOT INCLUDED IN THIS CONTRACT SHALL BE BINDING UPON EITHER PARTY HERETO.

IN WITNESS WHEREOF, the County and SCSA have caused this Memorandum to be executed as of the day and year first above written.

SPALDING COUNTY BOARD  
OF COMMISSIONERS

SPALDING COUNTY  
SALVATION ARMY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

**EXHIBIT A**

The Spalding County Board of Commissioners will subcontract with the Salvation Army to provide the following services under the Community Services Block Grant (CSBG) Program:

The overall goal of the **After and Summer School Programs** is to promote academic enrichment by increasing the availability of quality, comprehensive, structured program(s) for youth in Spalding County. The population expected to be directly served by the after school program shall include elementary and middle school age children.

*The Salvation Army shall oversee the on-site program operation of the after and summer school programs (included but not limited to):*

- Daily on-site monitoring of program implementation;
- Collect attendance daily;
- Collect time sheets and invoices from staff;
- Resolve incidences through professionalism and clear communication;
- Communicate with parents about program activities and the progress of student; and
- Consistent communication with the CSBG Coordinator about the progress of the program.
- Prepare Monthly Expenditure Reports and Program Activity Reports

**After School Program**

The Salvation Army shall be responsible for hiring three (3) certified teachers for the after school program. Each teacher shall be paid \$13.00 per hour. The teachers will provide math and reading tutorial services. Teachers will be reimbursed for up to three hours of services per day each weekday, Monday through Friday, with the exception of holidays, as observed by the Salvation Army and the Spalding County Board of Education. The maximum reimbursement for teacher salaries shall be \$16,848 or (Sixteen Thousand Eight Hundred Forty-Eight Dollars).

The after school program shall commence in October 2009 and conclude in June 2010.

**Summer School Program**

The Salvation Army shall be responsible for hiring (3) certified teachers. Each teacher shall be paid \$13.00 per hour. The teacher shall provide math and reading tutorial services. The teachers will provide math and reading tutorial services. Teachers will be reimbursed for up to three hours of services per day each weekday, Monday through Friday, with the exception of holidays, as observed by the Salvation Army. The maximum reimbursement for teacher salaries shall be \$6,240 (Six Thousand Two Hundred Forty Dollars).

The summer school program shall commence in June 2010 and conclude in July 2010.

Please note that reimbursement requests for teacher salaries must be sent directly to the Spalding County Finance Director. The address is PO Box 1087, Griffin, GA 30224.

**Eligibility Requirements**

In order to participate in the After and Summer School Program, an applicant must:

- (a) be a resident of Spalding County;
- (b) have income per family size not exceeding 200% of the CSBG poverty income guidelines most recently published in the Federal Register; and

**Deliverables**

The subcontractor shall submit required reports by the due dates using required forms according to procedures issued by the County. These reports and their due dates shall include, but not be limited to:

<b>REPORT</b>	<b>DUE DATE</b>
Monthly expenditure reports	The 1 <sup>st</sup> of each month following provision of service.
Programmatic Reports	The 1 <sup>st</sup> of each month following provision of service.
Staff Time Sheets	The 1 <sup>st</sup> of each month following provision of service.

If expenditure reports are not submitted in a timely manner, the Department of Human Services may recapture funds. If the sub-contractor fails to file an expenditure report **within any consecutive two-month period**, the Department of Human Resources may elect to terminate the contract.

**Costs**

A breakdown of costs reimbursable under this contract is as follows:

<b><u>After School Program</u></b>	
Teacher Salaries	\$16,848.00
Supplies	300.00
<b>Summer School Program:</b>	
Teacher Salaries:	6,240.00
Supplies_	<u>382.00</u>
<b>TOTAL</b>	<b>\$ 23,770.00</b>

13. Consider request of Griffin-Spalding Chamber of Commerce for \$5000 from hotel/motel tax collections to fund, in part, the 2010 Bicycle Ride Across Georgia (BRAG) during their stay in this locale June 6-7, 2010.

*Motion/second to approve request from Griffin-Spalding Chamber of Commerce by Commissioners Phillips/Freeman. After discussion by Commissioner Gilreath stating this does not fall under tourism, Commissioners Phillips/Freeman rescinded their motion and second to approve. Tabled 5-0 on motion/second by Commissioners Phillips/Gilreath.*

**XIV. REPORT OF COUNTY MANAGER**

**Assistant to the County Manager Paul Van Haute gave the County Manager’s Report**

-Mr. Van Haute made comments concerning the Ice Storm on Friday, January 8, 2010. He stated that one of the Commissioners closed the Courthouse and the Annex was open. He wanted to know what to do about pay for the employees who worked and did not work on that day. The consensus of the Board was that all employees would get their 8 hours for the day.

-Mr. Van Haute stated that Dr. Curtis Jones, Superintendent of the Griffin-Spalding County School System is looking forward to working together with the County at the next snow event.

-Mr. Van Haute asked if there were any Commissioners participating in the Martin Luther King Parade. The only Commissioner participating is Gwen Flowers-Taylor and she stated she would be using her own vehicle in the parade.

-Mr. Van Haute stated that Making Tracks Travel Club had requested using the new bus for a trip and he would like the direction on the Board on approving these trips. The consensus of the Board was that permission is not needed for in-state travel but would be for out-of-state travel. Parks and Recreation is just to notify the Board of all trips for informational purposes.

**XV. REPORT OF COMMISSIONERS**

**Freeman**

Commissioner Freeman wanted to recognize former County Manager, William P. Wilson, Jr. as he will be recognized Tuesday night at the City Commission Meeting for his service as County Manager. The meeting is at 6:00 P.M. when the presentation will be made to Mr. Wilson.

**Flowers-Taylor**

She discussed the appointment to the Three Rivers Meeting group. Cynthia Reid Ward had been appointed to the Board and did not want to be reappointed because of the difficulty getting to the meeting, which is held in Dallas, GA. The Board must not have received her resignation because they sent a letter stating she had missed her meetings. The County had received a letter asking that seniors be appointed but she stated you were not going to find seniors that will drive

up and back in one day. The meeting ends at 6 or 7 at night. She said we are asking people to serve on this Board and be involved and suggested that we reimburse them for a night stay.

She asked for the Commissioners to keep Zach Holmes in their prayers. He has been hospitalized and has some health issues going on and will not be able to work for awhile.

### **Phillips**

He apologized if his efforts caused confusion during the recent ice storm. He tried to jump all the hoops but seems he didn't know where all the hoops were.

He said the Board needs to start compensating Brian and Mike who are handling the administrative functions of the 800 MHz radio system. Also heads up to Mr. Mackie who saved us \$250,000.

### **Gilreath**

He talked about the misuse of authority and the misuse of power. He stated it will not be tolerated any longer. Changes have been made and more changes are apt to be made in an effort to become a more transparent, responsible, responsive, frugal government devoted to the people of Spalding County. He feels that some departments have used less than professional manners when dealing with the general public and some cases, fellow workers. Those that continue with this practice face reprimand or job loss.

He talked about the County's practices of holding the elections for the City of Griffin. What has come about with the recent run-off City election, former City Commissioner Rodney McCord filed a petition with the Courts asking that the election to be overturned. Doing this has put a burden on Spalding County, a costly one. Our attorney has been handling Mr. McCord's lawsuit. It is apparent that the County will have to pay quite a sum of money due to this suit being filed. Therefore, he is asking this Board to immediately withdraw from holding any further elections for the City of Griffin and ask this Board to direct County Supervisor Terry Colling to return all the City voter registration files with any and all other City files she may have. He also asked the Board to consider to direct the County Election Supervisor to not allow voting machine purchased with County funds to be rented, borrowed or loaned out for the use of any City election. The suit we have been dragged into will be an enormous cost to this County of which we do not deserve.

### **Goss**

He noted the matter of the Board of Commissioners Retreat. It will be held Monday, January 25, 2010 at Dundee Park. He said the building there does not have a very good heating system and if it continues to be cold as the weather is now, there will have to be a contingency plan to have the retreat at a different location. He suggested having it at the Annex. There were several suggestions made by Board members such as the Senior Center and the Welcome Center.

Other business was Commissioner Flowers-Taylor asked Mr. Van Haute about the \$250,000 savings on the radio system by Mr. Mackie. Mr. Van Haute stated that he was eliminating over-the-air programming and believes for him to do so it needs to be brought before the Board. He stated he did not have all the facts and was still looking into it. There will have to be a contract change if this programming is eliminated.

Commissioner Gilreath asked what happened to all those radios that was bought for the City of Griffin and returned. Commissioner Phillips stated he does not know exactly when they were sent back. There was a discussion regarding the cost to send them back. Commissioner Gilreath asked that the Board be informed of the cost of returning the radios at their next meeting. Commissioner Goss stated they would find all this out through Mr. Mackie.

## **XVI. CLOSED SESSION**

1. Chairman Goss requests a Closed Meeting to discuss personnel matters and added to the Agenda earlier to discuss pending litigation.

*Motion/seconded to go into Closed Meeting by Flowers-Taylor/Freeman and carried 5-0.*

### **CLOSED MEETING AFFIDAVIT**

*[A copy of the affidavit must be filed with the minutes of the meeting]*

STATE OF GEORGIA  
COUNTY OF SPALDING

AFFIDAVIT OF CHAIRMAN

Members of the Spalding County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of his/her knowledge and belief:

1.

The Spalding County Board of Commissioners met in a duly advertised meeting on January 11, 2010.

2.

During such meeting, the Board voted to go into closed session.

3.

The executive session was called to order at 9:10 p.m.

4.

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

**Yes** Consultation with the county attorney, or other legal counsel, to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1);

**No** Discussion of tax matters made confidential by state law as provided by O.C.G.A. § 50-14-2(2) and \_\_\_\_\_ (insert the citation to the legal authority making the tax matter confidential);

**No** Discussion of the future acquisition of real estate as provided by O.C.G.A. § 50-14-3(4);

**Yes** Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. § 50-14-3(6);

**No** Other (describe the exemption to the open meetings law):  
\_\_\_\_\_ as provided in \_\_\_\_\_ (insert the citation to the legal authority exempting the topic).

This the 11th day of January 2010. Spalding County Board of Commissioners

Sworn to and subscribed

Before me this 11th day of January 2010.

Eddie Freeman  
Bob Gilreath  
Edward Goss, Jr.  
Gwen Flowers-Taylor  
David Phillips

Notary Public Wendy H. Law

My commission expires: March 9, 2010

*Closed Session was convened at 9:10 p.m. and adjourned to Open Session at 10:00 p.m. by motion/seconded by Flowers-Taylor/Freeman and carried by a vote of 5-0.*

**XVII. ADJOURNMENT**

Meeting *was adjourned at 10:10 p.m. upon motion/second by Commissioner Phillips/Freeman*

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Interim County Clerk