

MINUTES

The Spalding County Board of Commissioners held their Regular Meeting in Room 108 of the Courthouse Annex, Monday, October 6, 2014, beginning at 6:03 p.m. with Vice Chairman Raymond Ray presiding. Commissioners Gwen Flowers-Taylor and Bart Miller were present. Also present were County Manager William P. Wilson Jr., Chad Jacobs, Director of Community Development, Jim Fortune, County Attorney and Kathy Gibson, Executive Secretary to record the minutes. Chairman Gardner and Commissioner Johnson was not present at this meeting

- I. OPENING (CALL TO ORDER)** led by Vice Chairman Raymond Ray.
- II. INVOCATION** – led by Vice Chairman Ray.
- III. PLEDGE TO FLAG** – led by Commissioner Bart Miller.
- IV. PRESENTATIONS/PROCLAMATIONS** – None.
- V. PRESENTATIONS OF FINANCIAL STATEMENTS** – None.
- VI. CITIZEN COMMENT**

Speakers must sign up prior to the meeting and provide their names, addresses and topic in which they will speak on. Speakers must direct all comments to the Board only. Speakers will be allotted three (3) minutes to speak on their chosen topics and relate to matters pertinent to the jurisdiction of the Board of the Commissioners. No questions will be asked by any of the commissioners during citizen comments. Outbursts from the audience will not be tolerated. Common courtesy and civility are expected at all times during the meeting.

Spoke in favor of the Barking Dog Ordinance:

W.J. Fortney, 122 Pine Avenue, Griffin.

Bill Young, 124 Runnymede Road, Griffin.

Dan Duncan, 541 Pineridge Road, Griffin.

JS (a concerned Citizen of Spalding County who requested that her name and address not be published as part of the minutes), spoke about animal cruelty in the county and the need to adopt ordinances that have some teeth in them to punish people who are not responsible pet owners. She stated that she lives next door to a home with 26 dogs on one piece of property, the animals are allowed to roam freely through the neighborhood, they are emaciated and do not receive proper food, water or medical attention. She was upset that when Animal Control is contacted they go out and issue Civil citations to the owner of the animals.

These animals are without food and shelter and it doesn't do any good, if nobody is protecting the animals. She asked that the board revisit the number of dogs that can be allowed on a single piece of property and enact an ordinance that will give the Sheriff's Department and Animal Control the authority to properly address the conditions of animal abuse and neglect that exist in Spalding County.

Maria Salvaggio, Animal Rescue, Akin, SC. Ms. Salvaggio stated that she has removed 13 dogs from the residence at 75 Gainer Road. She stated the dogs were infested with ticks and fleas and all of the dogs checked positive for intestinal parasites. Animal Control came out to the property and left the animals there, the owner did not have housing and was unable to feed the animals. She stated that the Sheriff's Department and Animal Control

need to work together to charge and prosecute owners who neglect their animals.

Mr. Lawrence Jeremy, 153 Mobley Road, withdrew his request to speak.

VII. MINUTES -

1. Consider approval of the Minutes for the September 15, 2014 Special Called Meeting, the September 15, 2014 Extraordinary Session and the September 25, 2014 Zoning Public Hearing of the Board of Commissioners.

Motion/Second by Flowers-Taylor/Miller to approve the minutes for the September 15, 2014 Special Called Meeting, the September 15, 2014 Extraordinary Session and the September 25, 2014 Zoning Public Hearing. Motion carried unanimously by all.

VIII. CONSENT AGENDA -

1. Consider approval on second reading of an amendment to the Code of Spalding County, Part VII Motor Vehicles and traffic, Chapter 1 General Traffic Regulation, Section 7-1014 Speed Limits in Subdivisions by adding additional subdivisions to the ordinance.

**SPALDING COUNTY, GEORGIA
TRAFFIC REGULATION ORDINANCE
ORDINANCE NO. 2014-06**

AN ORDINANCE TO AMEND THE CODE OF SPALDING COUNTY, GEORGIA, TO PROVIDE FOR SPEED LIMITS IN SUBDIVISIONS.

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

That the code of Spalding County be amended in Part VII Motor Vehicles and Traffic, Chapter 1 General Traffic Regulation, Section 7-1014 Speed Limits In Subdivisions, by adding the following subdivisions to the existing list of subdivisions contained in the code:

Birdie Road Estates
Cedar Hills
Cody's Plantation
Cross Creek
Deer Creek
Hudson Industrial Park
Hughley Dairy
Huntington South
Ivory Place (aka Oak Grove)
John H. Nichols
Lake Park Commons
Maloy Estates
Morris Estates

Nottingham Estates
O.N. Mathis
Quail Hollow
Seven Forks
Shady Hills
Sherbrooke Woods
Turtle Tracks
Westridge (aka Sassafras)
Will's Walk

That the within ordinance shall become effective immediately upon its adoption by the affirmative vote of a majority of the members of the Board of Commissioners of Spalding County, Georgia, present at two meetings, as provided by Section 2-1005 of the Code of Spalding County, Georgia, and upon erection of speed limit signs as required herein by the public works forces of Spalding County, Georgia.

All ordinances, or parts of ordinances, in conflict herewith are repealed.

Approved on first reading this fifteenth day of September, 2014.

Approved on second reading this sixth day of October, 2014.

Samuel C. Gardner, Chairman

William P. Wilson, Jr., County Clerk

2. Consider approval on second reading of an amendment to Code of Spalding County Laws of Local Application, Part VII - Motor Vehicles and Traffic, Chapter 1 - General Traffic Regulations, Section 7-1013 Authorization of motorized carts.

SPALDING COUNTY, GEORGIA

TRAFFIC REGULATION ORDINANCE

ORDINANCE NO. 2014-07(4)(b)

OPERATION REGULATIONS (b).

RESOLUTION TO AMEND SECTION 7-1013 (4)(b) OF THE SPALDING COUNTY CODE OF ORDINANCES BY STRIKING SAME IN ITS ENTIRETY AND INSERTING IN LIEU THEREOF THE FOLLOWING:

Sec. 7-1013 (b).

Any person over the age of fifteen (15) years, but not yet sixteen (16) may operate a motorized cart over the recreation paths or streets in those areas in which such operation is permitted by this section, if the operator has a valid instructional permit pursuant to O.C.G.A. § 40-5-24 within their possession, the operator must be accompanied by a person over the age of twenty-one (21) years who holds a valid driver's license; is not impaired from operating said motorized cart and is seated in the front seat of the motorized cart.

All other provisions of the law remain in full force and effect.

IT IS SO RESOLVED THIS _____ DAY OF OCTOBER, 2014.

SPALDING COUNTY BOARD OF COMMISSIONERS

Samuel C. Gardner, Chairman

William P. Wilson, Jr., County Clerk

- 3. Consider approval on second reading Amendment to UDO #A-14-05: Article 4. General Procedures - Section 419:G(1)(a) - amend building permit fee per dwelling unit.

IN RE:

Text Amendment #A-14-05

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; and

WHEREAS, the Board of Commissioners of Spalding County, Georgia enacted the current Zoning Ordinance of Spalding County, Georgia on January 4, 1994 and has amended said Ordinance subsequently; and

WHEREAS, the Zoning Administrator, in conjunction with the Planning Commission, has deemed it advisable to recommend amendment to a portion or portions of the Zoning Ordinance of Spalding County; and

WHEREAS, such proposed text amendment to the Zoning Ordinance of Spalding County was reviewed by the Spalding County Planning Commission, and a hearing on the text amendment was conducted by the Board of Commissioners of Spalding County, Georgia on September 25, 2014, 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; and

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 deleted from the Zoning Ordinance of Spalding County, Article 4. Section 419.G (1) a

- a. Dwelling Units: \$.20 per square foot for all area under roof.

Section 2: The following provision shall be added to the Zoning Ordinance of Spalding County, Article 4. Section 419.G (1) a

- a. Dwelling Units: \$.22 per square foot for all area under roof.

Section 3: The Chairman of the Board of Commissioners of Spalding County, Georgia is directed and authorized to execute such notice of the amendment to the Zoning Ordinance of Spalding County, Georgia.

Section 4: The Zoning Administrator is authorized and directed to enter such notice of the amendment to the Zoning Ordinance of Spalding County, Georgia accordingly.

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

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

4. Consider approval on second reading Amendment to UDO #A-14-06: Article 7. R-1 Single Family Residential Low Density – Section 703:C(8), Article 7A. R-1A Single Family Residential – Section 703A:C(8), Article 8. R-2 Single Family Residential – Section 803:C(8) and Article 10. R-4 Single Family Residential – Section 1003:C(8) – add horses as an accessory use. This amendment contains the revisions requested by the board on the first reading.

IN RE:

Text Amendment #A-14-06

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 September 25, 2014 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 Spalding County Zoning Ordinance, Article 7 “R-1 Single Family Residential Low Density” to appear as Section 703(C)(8), as follows:

Section 703. Permitted Uses.

C. The following Accessory Uses are permitted in R-1 Districts:

8. Horses: The raising and keeping of no more than one (1) horse on a lot consisting of a minimum of three (3) acres and one (1) additional horse for each additional three (3) acres, along with accessory structures related to the shelter of horses.

Section 2: The following provision shall be added to the Spalding County Zoning Ordinance, Article 7A “R-1A Single Family Residential District” to appear as Section 703A(C)(8):

Section 703A. Permitted Uses.

C. The following Accessory Uses are permitted in R-1A Districts:

8. Horses: The raising and keeping of no more than one (1) horse on a lot consisting of a minimum of three (3) acres and one (1) additional horse for each additional three (3) acres, along with accessory structures related to the shelter of horses.

Section 3: The following provision shall be added to the Spalding County Zoning Ordinance, Article 8 “R-2 Single Family Residential District” to appear as Section 803(C)(8):

Section 803A. Permitted Uses.

C. The following Accessory Uses are permitted in R-2 Districts:

8. Horses: The raising and keeping of no more than one (1) horse on a lot consisting of a minimum of three (3) acres and one (1) additional horse for each additional three (3) acres, along with accessory structures related to the shelter of horses.

Section 4: The following provision shall be added to the Spalding County Zoning Ordinance to Article 10 “R-4 Single Family Residential District” to appear as Section 1003(C)(8):

Section 1003A. Permitted Uses.

C. The following Accessory Uses are permitted in R-4 Districts:

8. Horses: The raising and keeping of no more than one (1) horse on a lot consisting of a minimum of three (3) acres and one (1) additional horse for each additional three (3) acres, along with accessory structures related to the shelter of horses.

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.

5. Consider approval on second reading of Application #14-03Z: Duana Smith, Owner - 1553 and 1555 Williamson Road (0.68 acre located in

Land Lot 109 of the 2nd Land District) - requesting a rezoning from R-3, Multiple Family, and O & I, Office and Institutional, to C-1, Highway Commercial.

All items on the consent agenda are to be considered at one time.

Motion/Second by Flowers-Taylor/Miller to approve the consent agenda. Motion carried unanimously by all.

IX. OLD BUSINESS – None.

X. NEW BUSINESS

1. Consider approval of an Outside Amplification Permit request from Ms. Elberta Fox on October 10, 2014 at 1832 W. Ellis Road, from 6:00 p.m. until 10:00 p.m.

Mr. Wilson stated that this application has been reviewed and meets all of the criteria for issuance of the permit. This is for a cook out for senior citizens who attend First Assembly. This is an annual event at this location.

Motion/Second by Miller/Flowers-Taylor to approve the request of an Outside Amplification Permit request from Ms. Elberta Fox on October 10, 2014 at 1832 W. Ellis Road, from 6:00 p.m. until 10:00 p.m. Motion carried unanimously by all.

2. Consider approval of resolution consenting to de-annexation of Parcel # 054F-01-001, 30.24 acres from the City of Griffin to Unincorporated Spalding County.

Mr. Fortune advised that the City of Griffin has consented to the de-annexation, due to funding issues. The proposed facility for this property cannot qualify for certain funds if they are located in the city. Therefore, the owners have asked that the property be removed from the city and the city has approved that the property be placed back into the county.

Mr. Fortune stated that the proposed facility would be a medical facility that is specifically designed to treat women who have been in the armed services or are still in the armed services. This facility will address the problems that women might encounter both physically and emotionally when trying to acclimate to the world outside of the military. The request this evening is for the board to agree to the de-annexation of this property.

Commissioner Miller asked if he complex would cover the entire 30 acres.

Chad Jacobs, Director of Community Development, stated that it is his understanding that they plan to develop the facility along the lines of a campus based format.

Commissioner Flowers-Taylor expressed her concern about this establishing a type of island where the county piece of property is surrounded by city property.

Mr. Jacobs stated that from this parcel west all of the property will

be in the County, beginning at the parcel and going east all of the property will be in the city. He stated that we are simply moving the city limit line from one side of the property to the other side. This property will not be surrounded by city property.

Commissioner Flowers-Taylor wanted to know what guarantees the county has that the property will be utilized as the owners are stating it will be used.

Mr. Jacobs stated that the plan is to zone the property as an O&I designation which would significantly limit the type of development on the property. O&I acts as a buffer between dense commercial type developments and acts as a good transition between dense commercial developments and residential areas. This zoning would provide some protection for the county and the residents.

Commissioner Flowers-Taylor restated for her understanding that if the board chooses to de-annex the property, that the next step would be to rezone the property.

Mr. Jacobs advised that his department has already prepared a county initiated application to rezone the property should it be de-annexed back into the county. We have the paperwork ready to go before the Planning Commission at the end of this month and it would be presented to the Board of Commissioners in November.

**AGREEMENT TO DE-ANNEXATION
PARCEL #054F-01-001**

WHEREAS, the Healing Bridge is a medical treatment facility that desires to locate in Spalding County; and

WHEREAS, Healing Bridge will provide care and treatment for the United States Armed Forces female Veterans suffering from a variety of combat and service related conditions; and

WHEREAS, because of the rules and regulations of the United States Department of Agriculture, more funding is available if the property more particularly described in Exhibit "A" attached hereto is not located within the City of Griffin; and

WHEREAS, the City of Griffin intends to permit the real property described in Exhibit "A" (hereinafter referred to as "subject property"), to be de-annexed from the City of Griffin; and

WHEREAS, O.C.G.A. § 36-36-22 requires that the governing authority of the County in which such property is located consent to such de-annexation;

NOW, THEREFORE, be it resolved this 6th day of October, 2014.

SPALDING COUNTY BOARD OF COMMISSIONERS hereby gives its consent to the de-annexation of the subject property from the City of Griffin.

Raymond Ray, Vice - Chairman
Spalding County Board of
Commissioners

William P. Wilson, Jr., County
Clerk
Spalding County Board of
Commissioners

Motion/Second by Miller/Flowers-Taylor to approve the resolution consenting to de-annexation of Parcel # 054F-01-001, 30.24 acres from the City of Griffin to Unincorporated Spalding County. Motion carried unanimously by all.

3. Consider approval of a contract with Sullivan & Ogletree, PC to provide Indigent Defense Services for Spalding County State Court for Fiscal Years 2016, 2017 and 2018.

Mr. Wilson stated that we currently have a contract for indigent defense services with Sullivan and Ogletree that will expire at the end of this fiscal year. This contract will cover the next three fiscal years of 2016, 2017 and 2018. Those funds will be budgeted by fiscal year. Mr. Wilson then advised that Judge Esary and Sam Sullivan were present should the board have any questions regarding the proposed contract.

STATE OF GEORGIA

COUNTY OF SPALDING

**CONTRACT FOR THE PROVISION OF INDIGENT DEFENSE
FOR THE STATE COURT OF SPALDING COUNTY FOR
FISCAL YEARS 2015, 2016 & 2017**

THIS AGREEMENT is entered into between Spalding County, Georgia, (hereinafter referred to as "the County"), and the law firm of SULLIVAN & OGLETREE, PC, (hereinafter referred to as the "Contractor").

For and in consideration of the mutual benefits flowing to the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

PART I. GENERAL CONSIDERATIONS

(Pursuant to Excerpt 2.7 - "Guidelines of the Supreme Court for the Operation of Indigent Defense Programs").

TERMINATION FOR "GOOD CAUSE"

This contract is calculated based upon a (3) year renewal term beginning July 1, 2015 and ending June 30, 2016 and June 30th of any subsequent year thereafter, provided that if neither party gives 90 days notice of their intent not to renew said contract prior to June 30th,

the contract will automatically be renewed for an additional year.

Removal of the Contractor and termination of this contract shall be for "good cause" only. Good cause is defined as 1) failure by the Contractor to comply with the terms of the contract to an extent that the delivery of services to clients by the Contractor is impaired or rendered impossible; 2) Willful disregard by the Contractor of the rights and best interest of the clients under this contract to an extent which leaves the clients impaired. The individual actions of the Contractor or any one attorney taken in connection with one case alone, shall not necessarily constitute "good cause" for removal.

**MAXIMUM ALLOWABLE CASELOADS FOR
PART-TIME CONTRACT ATTORNEYS**

Each contract attorney shall not exceed 250 cases in State Court.

RIGHT TO DECLINE REPRESENTATION

Contractor may decline to represent clients at no penalty in the event that during the contract:

- (A) the caseload assigned to the Contractor exceeds the allowable caseloads specified; or
 - (B) the Contractor is assigned more cases requiring an extraordinary amount of time and preparation than the Contractor can competently handle even with payment of extraordinary compensation;
- or
- (C) the cases assigned to the Contractor exceed any number that the contract specified or that the Contractor and Contracting Authority reasonably anticipated at the time the contract was concluded.

**SPECIAL CONSIDERATIONS REGARDING THE AVOIDANCE OF
CONFLICTS OF INTEREST BETWEEN CONTRACTOR AND CLIENTS**

- (A) expenses of investigations, expert witnesses, transcripts, other necessary services for the defense shall not decrease the Contractor's income and shall be borne by the County;
- (B) Contractor shall not waive the rights of any client for reasons unrelated to the client's best interest; and
- (C) Contractor shall not be financially penalized for withdrawing from a case which poses a conflict of interest to the attorney. However, prior to representation of a client, Contractor shall identify whether a conflict of interest is present and if so, shall make provisions for representation which shall cure the conflict, and shall be in the best interest of the client.

SERVICES TO BE PROVIDED

In providing services under the contract, if a criminal defendant is deemed indigent as defined by Georgia law because of his/her financial condition, then legal services will be provided under this contract. In determining indigent

status, the administrative secretary responsible for all indigent applications will conduct a background check on all applicants to confirm and verify the accuracy and truthfulness of the information provided. Thereafter, using State of Georgia Indigent Guidelines, a determination will be made by the Law Firm of whether the applicant qualifies for indigent representation. Within 48 hours after applying, the person will be notified of his/her status, i.e. whether he/she qualifies or not. If the indigent qualifies, he/she will immediately be informed of the need to schedule an appointment to discuss his/her case with the attorney handling his/her case. If the applicant does not qualify, the Law Firm will assist the person in locating "hired counsel" by supplying the names, address, and telephone number of all Griffin attorneys who presently practice criminal law.

As to those cases which are unable to post bond, a representative of the law firm will conference with the person at the jail regarding their pending charges within 72 hours after qualifying for indigent representation.

PART II . REMUNERATION AND OTHER REMAINING

CONTRACT TERMS

INDIGENT DEFENSE FOR THE STATE

COURT OF SPALDING COUNTY, GEORGIA

Contractor shall provide for indigent defense in regards to misdemeanor criminal actions in the State Court of Spalding County, with the exception of violations of the Spalding County Code of Ordinances. This contract does not include the representation of individuals charged with misdemeanor violation of probation. In addition, for those cases which charge a person with both a felony as well as a misdemeanor, the Circuit Public Defenders Office shall retain full responsibility of representation over such case and the Contractor shall not be responsible for the representation of the individual on the misdemeanor charge/s.

Contractor shall receive as remuneration for services rendered the amount of \$298,000.00 for the calendar year beginning July 1st, 2015 and continuing thereafter as provided for in Part I.

APPLICATIONS FOR STATE COURT

It shall be the responsibility of the Contractor to review all submitted applications for State Court misdemeanors. All applications will be completed and accepted at the Contractor's place of business located at 743 South Hill Street, Griffin, Georgia. The applications reviewed will be investigated by the Contractor and a decision by the designated agent for the Contractor will be made regarding whether that person qualifies as "indigent" pursuant to the appropriate State Guidelines. The Contractor will then notify the applicant of whether their application was "approved" or "denied".

HOW PAYMENT OF COMPENSATION

SHALL BE MADE

The County agrees to pay to the Contractor for rendering the services described herein during the first year, and any renewal year thereafter, beginning July 1st, 2015 in twelve (12) equal monthly installments, annually.

Payment by the County shall be in advance provided the invoice from the Contractor be received by the County no later than the twenty fifth (25th) of the month previous to the month to be paid and, if received by that date, the County shall pay same by the fifth (5th) day of the current month. That is to say, as an example, an invoice for the month of July must be received by the County no later than June 25th and it will be paid by the County no later than July 5th.

INDEPENDENT CONTRACTOR

Nothing herein shall be construed to make the Contractor, nor any member or employee thereof, an "employee" of Spalding County. The only relationship created by this contract shall be that of independent contractor; provided however, all attorneys appearing on behalf of the Law Firm shall be officers of the Court. All parties to this contract will comply fully with all Federal, State, and local laws and regulations.

INSURANCE

Contractor agrees to provide its own professional liability insurance (malpractice insurance) with an insurance company licensed to do business in the State of Georgia. Said policy shall provide a minimum liability coverage of \$1,000,000.00 per claim.

SEVERABILITY

If for any reason, any paragraph herein is deemed inapplicable, invalid or unconstitutional for any reason, the remaining portions hereof shall remain in full force and effect. However, in the event this Contract is deemed unconstitutional, unenforceable, or illegal for any reason or purpose by any Court of competent jurisdiction, then in that event, this contract shall be deemed terminated, instantaneously, and each party shall be relieved of its terms and conditions and duty to perform hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal, by their duly authorized officers this _____ day of _____, 2014.

SPALDING COUNTY, GEORGIA

SULLIVAN & OGLETREE, PC

Chairperson, Board of Commissioners

Attested by: William Wilson, County Manager

Motion/Second by Flowers-Taylor/Ray to approve a contract with Sullivan & Ogletree, PC to provide Indigent Defense Services for Spalding County State Court for Fiscal Years 2016, 2017 and 2018. Motion carried unanimously by all.

4. Consider approval of contract with Sullivan & Ogletree, PC for Indigent Defense Services for Spalding County Juvenile Court for Fiscal Years 2016, 2017 and 2018.

Mr. Wilson advised that Sullivan & Ogletree have provided this service to the Juvenile Court for many years and there are letters of recommendation from the Juvenile Court Judge and the Associate Judge recommending the contract be continued. This contract contains the same termination clause as the contract with the State Court and it will automatically renew every year for three years.

STATE OF GEORGIA

COUNTY OF SPALDING

**CONTRACT FOR THE PROVISION OF INDIGENT REPRESENTATION
FOR JUVENILE DEPENDENCY ACTIONS IN THE JUVENILE COURT
OF SPALDING COUNTY FOR FISCAL YEARS 2015, 2016 & 2017**

THIS AGREEMENT is entered into between Spalding County, Georgia, (hereinafter referred to as "the County"), and the law firm of SULLIVAN & OGLETREE, PC, (hereinafter referred to as the "Contractor").

For and in consideration of the mutual benefits flowing to the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

PART I. GENERAL CONSIDERATIONS

(Pursuant to Excerpt 2.7 - "Guidelines of the Supreme Court for the Operation of Indigent Defense Programs").

TERMINATION FOR "GOOD CAUSE"

This contract is calculated based upon a (3) year renewal term beginning July 1, 2015 and ending June 30, 2016 and June 30th of any subsequent year thereafter, provided that if neither party gives 90 days notice of their intent not to renew said contract prior to June 30th, the contract will automatically be renewed for an additional year.

Removal of the Contractor and termination of this contract shall be for "good cause" only. Good cause is defined as 1) failure by the Contractor to comply with the terms of the contract to an extent that the delivery of services to clients by the Contractor is impaired or rendered impossible; 2) Willful disregard by the Contractor of the rights and best interest of the clients under this contract to an extent which leaves the clients impaired. The individual actions of the Contractor or any one attorney taken in connection with one case alone, shall not necessarily constitute "good cause" for removal.

MAXIMUM ALLOWABLE CASELOADS FOR

PART-TIME CONTRACT ATTORNEYS

Each contract attorney shall not exceed 50 cases each in Juvenile Dependency matters.

RIGHT TO DECLINE REPRESENTATION

Contractor may decline to represent clients at no penalty in the event that during the contract:

- (A) the caseload assigned to the Contractor exceeds the allowable caseloads specified; or
 - (B) the Contractor is assigned more cases requiring an extraordinary amount of time and preparation than the Contractor can competently handle even with payment of extraordinary compensation;
- or
- (C) the cases assigned to the Contractor exceed any number that the contract specified or that the Contractor and Contracting Authority reasonably anticipated at the time the contract was concluded.

**SPECIAL CONSIDERATIONS REGARDING THE AVOIDANCE OF
CONFLICTS OF INTEREST BETWEEN CONTRACTOR AND CLIENTS**

- (A) expenses of investigations, expert witnesses, transcripts, other necessary services for the defense shall not decrease the Contractor's income and shall be borne by the County;
- (B) Contractor shall not waive the rights of any client for reasons unrelated to the client's best interest; and
- (C) Contractor shall not be financially penalized for withdrawing from a case which poses a conflict of interest to the attorney. However, prior to representation of a client, Contractor shall identify whether a conflict of interest is present and if so, shall make provisions for representation which shall cure the conflict, and shall be in the best interest of the client.

SERVICES TO BE PROVIDED

In providing services under the contract, if an individual is deemed indigent as defined by Georgia law because of his/her financial condition, then legal services will be provided under this contract. In determining indigent status, the administrative secretary responsible for all indigent applications will conduct a background check on all applicants to confirm and verify the accuracy and truthfulness of the information provided. Thereafter, using State of Georgia Indigent Guidelines, a determination will be made by the Law Firm of whether the applicant qualifies for indigent representation. Within 48 hours after applying, the person will be notified of his/her status, i.e. whether he/she qualifies or not. If the indigent qualifies, he/she will immediately be informed of the need to schedule an appointment to discuss his/her case with the attorney handling his/her case. If the applicant does not qualify, the Law Firm will assist the person in locating "hired counsel" by supplying the names, address, and telephone number of all Griffin attorneys who presently practice juvenile law.

PART II . REMUNERATION AND OTHER REMAINING

CONTRACT TERMS

DEPENDENCY ACTIONS IN THE JUVENILE COURT
OF SPALDING COUNTY, GEORGIA

Contractor shall provide for indigent defense in regards to dependency actions pending in the Juvenile Court of Spalding County. A Dependency Action is defined as any action wherein the State of Georgia, through the Department of Family and Children Services, brings legal action in Juvenile Court by the filing of a dependency action alleging the dependency of children. Services shall not include: 1) private dependency actions brought by individuals; 2) representation of any individual not the parent or legal guardian of the subject child ("parent" shall be defined as an individual who has legitimated the subject child, is the putative biological father of the subject child, or is named as a parent upon the child's birth certificate); and 3) Any action filed in Juvenile Court not involving dependency.

Contractor shall receive as remuneration for services rendered the amount of \$128,000.00 for the calendar year beginning July 1st, 2015 and continuing thereafter as provided in Part I of this contract. Services shall provide for both indigent defense of parents as well as supplying of Guardian Ad Litem services in dependency matters.

GUARDIAN AD LITEM / PLAN ADMINISTRATOR SERVICES FOR CERTAIN
JUVENILE DELINQUENCY ACTIONS

In certain juvenile delinquency actions, there could arise the need for the Court to appoint a Guardian Ad Litem for the juvenile pursuant to O.C.G.A. §15-11-150 or to appoint a Plan Manager where a juvenile has been declared mentally incompetent pursuant to O.C.G.A. §15-11-650, *et seq.* Attorneys will provide services under this provision and shall receive remuneration in the amount of \$12,000.00 for the calendar year beginning July 1st, 2015 and continuing thereafter as provided for in Part I. This provision is not to be interpreted as providing a Guardian Ad Litem in each and every juvenile delinquency action, but only those select cases where the court feels that it would be in the best interest of the child for a Guardian Ad Litem to be appointed.

CONFLICT CASES

In the event of a "conflict of interest" situation wherein it is necessary to retain outside counsel to represent an individual, Contractor shall provide for such legal representation by retaining competent outside local counsel to serve. Remuneration for this service shall be at the rate of \$8,000.00 per contract year.

APPLICATIONS FOR JUVENILE DEPENDENCIES

It shall be the responsibility of the Contractor to review all submitted applications for Juvenile Court Dependency matters. All applications will be completed and accepted at the Contractor's place of business located at 743 South Hill Street, Griffin, Georgia. The applications reviewed will be investigated by the Contractor and a decision by the designated agent for the Contractor will be made regarding whether that person qualifies as "indigent" pursuant to the appropriate State Guidelines. The Contractor will then notify the applicant of whether their application was "approved" or "denied".

HOW PAYMENT OF COMPENSATION

SHALL BE MADE

The County agrees to pay to the Contractor for rendering the services described herein during the first year, and any renewal year thereafter, beginning July 1st, 2015 in twelve (12) equal monthly installments, annually. Payment by the County shall be in advance provided the invoice from the Contractor be received by the County no later than the twenty fifth (25th) of the month previous to the month to be paid and, if received by that date, the County shall pay same by the fifth (5th) day of the current month. That is to say, as an example, an invoice for the month of July must be received by the County no later than June 25th and it will be paid by the County no later than July 5th.

INDEPENDENT CONTRACTOR

Nothing herein shall be construed to make the Contractor, nor any member or employee thereof, an "employee" of Spalding County. The only relationship created by this contract shall be that of independent contractor; provided however, all attorneys appearing on behalf of the Law Firm shall be officers of the Court. All parties to this contract will comply fully with all Federal, State, and local laws and regulations.

INSURANCE

Contractor agrees to provide its own professional liability insurance (malpractice insurance) with an insurance company licensed to do business in the State of Georgia. Said policy shall provide a minimum liability coverage of \$1,000,000.00 per claim.

SEVERABILITY

If for any reason, any paragraph herein is deemed inapplicable, invalid or unconstitutional for any reason, the remaining portions hereof shall remain in full force and effect. However, in the event this Contract is deemed unconstitutional, unenforceable, or illegal for any reason or purpose by any Court of competent jurisdiction, then in that event, this contract shall be deemed terminated, instanter, and each party shall be relieved of its terms and conditions and duty to perform hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal, by their duly authorized officers this _____ day of _____, 2014.

SPALDING COUNTY, GEORGIA

SULLIVAN & OGLETREE, PC

Chairperson, Board of Commissioners

Attested by: William Wilson, County Manager

Motion/Second by Flowers-Taylor/Ray to approve the contract with Sullivan & Ogletree, PC for Indigent Defense Services for Spalding County Juvenile Court for

Fiscal Years 2016, 2017 and 2018. Motion carried unanimously by all.

5. Consider approval of resolution authorizing adoption of the 2014 Capital Improvements Element (CIE) and Short Term Work Program (STWP) and incorporation of these changes into the Spalding County 2025 Comprehensive Plan.

Mr. Wilson stated that we have received notification from the Georgia Department of Community Affairs that they have reviewed our request and Spalding County has adequately addressed all applicable requirements of State Law and this is a formality to finalize the CIE and STWP for this year.

RESOLUTION

SPALDING COUNTY STATE OF GEORGIA

WHEREAS, with the passage of the Georgia Planning Act of 1989, all of Georgia's 159 counties and 529 cities were designated "Qualified Local Governments." Each of these local governments must maintain that status in order to remain eligible for a range of state and federal assistance programs; and,

WHEREAS, this act requires local governments such as Spalding County, that adopt impact fees as a means of providing capital facilities funding, to update the Capital Improvements Element (CIE) and Short Term Work Program (STWP) Elements of the Comprehensive Plan; and,

WHEREAS, Spalding County 2025 Comprehensive Plan has held the required number of public hearings and has otherwise complied with the requirements of said Georgia Comprehensive Planning Act of 1989; and,

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of Spalding County herewith approve the 2014 Capital Improvements Element (CIE) and Short Term Work Program (STWP) and incorporate these changes into the Spalding County 2025 Comprehensive Plan on this the 6111 day of October, 2014.

Vice Chairman - Raymond Ray

County Clerk- William P. Wilson, Jr.

Motion/Second by Flowers-Taylor/Miller to approve a resolution authorizing adoption of the 2014 Capital Improvements Element (CIE) and Short Term Work Program (STWP) and incorporation of these changes into the Spalding County 2025 Comprehensive Plan. Motion carried unanimously by all.

6. Consider approval of agency contract with the City of Orchard Hill for Fire Protection Services for the period October 1, 2014-September 30, 2015.

Mr. Wilson stated that this is the standard contract with the City of Orchard Hill and the City of Sunny Side for Fire Protection Services that we require annually. The fee is based on the value of the taxable property within their incorporated limits and based on a millage rate that excludes the county's insurance premium tax because Orchard Hill and Sunny Side both collect insurance premium tax as well. Orchard Hill and Sunny Side have approved the contracts and they are budgeted in the FY2015 budget.
AGENCY CONTRACT FOR FIRE PROTECTION SERVICES

STATE OF Georgia

COUNTY OF Spalding

THIS AGREEMENT made and entered into on this the first day of October 2013, by and between the City of Orchard Hill, hereinafter sometimes referred to as the "Municipality", a municipal corporation of the State of Georgia, and the "COUNTY OF SPALDING", hereinafter sometimes referred to as the "County" a political subdivision of the State of Georgia,

W I T N E S S E T H:

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

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

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

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

-1-

Beginning at 12:00 o'clock Noon on October 1, 2013, the County shall serve as an agent of the Municipality in providing fire protection services within the fire district of the Municipality, being within the corporate limits of the Municipality, for a term of twelve (12) months ending at 12:00 o'clock Noon on October 1, 2014, which such fire protection services furnished hereunder shall be comparable to the fire protection services that the County is now furnishing its aforesaid Fire Protection District, being the unincorporated area of Spalding County, and all such services furnished hereunder shall be done and furnished by the County as the agent of the Municipality, who shall be the principal furnishing such fire protection services to the people and property, residing and located, within the corporate limits of the Municipality in the Municipality's exercises of a governmental function, and not a ministerial function, and at no time shall the County be acting hereunder in the capacity or role of an independent contractor.

-2-

During the term of the within contract the Municipality shall pay the County the sum of Two Thousand, Three Hundred, Seventy-Two Dollars and five cents (\$2,372.05) per month for providing such fire protection services, which sum shall be due and payable by the Municipality to the County on the 10th day of each calendar month, beginning October 10, 2013, and continuing in monthly succession thereafter on the 10th day of each successive month with the last such payment being due and payable on September 10, 2014, or until this contract is sooner terminated as hereinafter provided.

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

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

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

If to the Municipality, address to:

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

If to the County, address to:

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

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

CITY OF ORCHARD HILL

(Seal of Municipality affixed hereto)

By: _____

As Mayor of its Board of Councilmen

Attest: _____

As Clerk of said Board

COUNTY OF SPALDING

(Seal of County affixed hereto)

By: _____

as Chairman of its Board of Commissioners

Attest: _____

as Clerk of said Board

Motion/Second by Ray/Miller to approve the agency contract with the City of Orchard Hill for Fire Protection Services for the period October 1, 2014-September 30, 2015. Motion carried unanimously by all.

7. Consider approval of Agency Contract with the City of Sunny Side for Fire Protection for the period October 1, 2014 - September 30, 2015.

AGENCY CONTRACT FOR FIRE PROTECTION SERVICES

STATE OF Georgia

COUNTY OF Spalding

THIS AGREEMENT made and entered into on this the first day of October, 2013 by and between the City of Sunny Side, hereafter sometimes referred to as the "Municipality", a municipal corporation of the State of Georgia, and the "COUNTY OF Spalding", hereinafter sometimes referred to as the "County" a political subdivision of the State of Georgia,

W I T N E S S E T H:

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

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

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

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

-1-

Beginning at 12:00 o'clock Noon on October 1, 2013 the County shall serve as an agent of the Municipality in providing fire protection services within the fire district of the Municipality, being within the corporate limits of the Municipality, for a term of twelve (12) months ending at 12:00 o'clock Noon on October 1, 2014 which such fire protection services furnished hereunder shall be comparable to the fire protection services that the County is now furnishing its aforesaid Fire Protection District, being the unincorporated area of Spalding County, and all such services furnished hereunder shall be done and furnished by the County as the agent of the Municipality, who shall be the principal furnishing such fire protection services to the people and property, residing and located, within the corporate limits of the Municipality in the Municipality's exercises of a governmental function, and not a ministerial function, and at no time shall the County be acting hereunder in the capacity or role of an independent contractor.

-2-

During the term of the within contract the Municipality shall pay the County the sum of One Thousand Four Hundred and Thirty Three Dollars and Thirty Seven cents (\$1,433.37) per month for providing such fire protection services, which sum shall be due and payable by the Municipality to the County on the 10th day of each calendar month, beginning October 10, 2013, and continuing in monthly succession thereafter on the 10th day of each successive month with the last such payment being due and payable on September 10, 2014, or until this contract is sooner terminated as hereinafter provided.

-3-

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

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

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

If to the Municipality, address to:

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

If to the County, address to:

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

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

CITY OF SUNNY SIDE

(Seal of Municipality affixed hereto)

By: _____

As Mayor of its Board of Councilmen

Attest: _____

As Clerk of said Board

COUNTY OF SPALDING

(Seal of County affixed hereto)

By: _____

as Chairman of its Board of Commissioners

Attest: _____

as Clerk of said Board

Motion/Second by Flowers-Taylor/Miller to approve the Agency Contract with the City of Sunny Side for Fire Protection for the period October 1, 2014 - September 30, 2015. Motion carried unanimously by all.

- 8. Consider approval of the Spalding County FY'14 CSBG Carryover Contract Amendments with the Council on Aging for McIntosh Trail, Inc., the Spalding County Salvation Army and the Three Rivers

Regional Commission for carryover amount of amended CSBG Contract.

Mr. Wilson stated that the board had approved the amended contract with the State of Georgia for the CSBG carryover amount of \$30,840.21, this amends the existing contracts with the Salvation Army, McIntosh Trail and Three Rivers Regional Commission to include the carryover amounts in their contracts for the current year.

Motion/Second by Flowers-Taylor/Ray to approve the Spalding County FY'14 CSBG Carryover Contract Amendments with the Council on Aging for McIntosh Trail, Inc., the Spalding County Salvation Army and the Three Rivers Regional Commission. Motion carried unanimously by all.

9. Consider request from Griffin-Spalding Development Authority for letter of support to the Georgia Department of Transportation for installation of a traffic signal at the intersections of SR16 (A K Bolton Parkway) and Wild Plum Road.

Mr. Wilson stated in a letter received by the board from David Luckie the Executive Director of the Griffin-Spalding County Development Authority, the two industries currently under construction are anticipating approximately 300 trucks per day moving through stated intersection. Mr. Luckie also advised that they are currently negotiating with two other companies that if they move into the park will have approximately 400 trucks each moving through the intersection on a daily basis.

Mr. Wilson further stated that the Development Authority believes that a traffic signal will remedy the potential problem and they are working GDOT to put in a traffic signal at the intersection of SR16 and Wild Plum Road. The Development Authority has already done a traffic signal study and they are requesting a letter of support from the board. The Griffin-Spalding Area Transportation Committee approved a letter of support at their meeting on September 19, 2014.

Motion/Second by Ray/Flowers-Taylor to approve the request from Griffin-Spalding Development Authority for letter of support to the Georgia Department of Transportation for installation of a traffic signal at the intersections of SR16 (A K Bolton Parkway) and Wild Plum Road. Motion carried unanimously by all.

10. Consider approval on first reading an ordinance amending Part X Offenses, Chapter 4 Noise Abatement and Control, Section 11-4002 Noises Enumerated by adding a new subsection to said section to be denominated as subsection 6 Barking Dogs.

Mr. Wilson advised that the amendment is a compilation of many drafts of this ordinance. This amendment was drafted by the County Attorney and it has been reviewed by the commissioners and by animal control and we believe the amendment is ready for approval on first reading.

Motion/Second by Ray/Flowers-Taylor to approve approval on first reading an ordinance amending Part X Offenses, Chapter 4 Noise Abatement and Control,

Section 11-4002 Noises Enumerated by adding a new subsection to said section to be denominated as subsection 6 Barking Dogs.

Commissioner Flowers-Taylor stated that she didn't understand the amendment and it was hard for her to imagine that the Animal Care and Control Advisory Board was in agreement with this amendment. She stated that she had two concerns regarding this amendment:

- First, most noise ordinance violations are based on complaints and she asked the distance a noise could be discernable in the current ordinance to be in violation.

Mr. Fortune stated for the purpose of this amendment the noise should be discernable by a person of reasonable hearing at a distance of 50 feet beyond the boundary of the property where the dog is confined. There is a provision in the ordinance where the dog has to be barking for a period of 15 minutes or longer in order for the complaint to be issued.

Commissioner Flowers-Taylor stated that she has a problem with the verbiage "such noise must be discernable by a person of reasonable hearing." She stated that she always has a problem when something is reasonable because something that is reasonable to one person may not be considered reasonable by someone else. She stated that that makes the ordinance very subjective and opens it up for people who simply do not like their neighbors to file a complaint.

- Secondly, that is what dogs do, that is their form of communication, they bark. Part of the ordinance states that the burden of proof is on the individual making the complaint, but dogs bark to warn of intruders, they bark if there is a snake or other animals in the yard, they bark if they are hurt in some way and if the owner is not there, they could continue to bark because no one was there to rescue them.

Commissioner Flowers Taylor stated that the biggest problem she has with the ordinance is that it doesn't have any teeth to it, it doesn't do us any good to have an ordinance when the enforcement part of it is a "slap on the hand."

She stated that is what is wrong with the other ordinances currently on the books for animals whether it is controlling the number of dogs, or the abuse of the animal, the punishment is a civil offense.

Commissioner Flowers-Taylor then stated that she has seen federal charges filed against people in Atlanta for animal abuse. We expect our Code Enforcement people to address the issue whether it be animal abuse or a barking dog and the only thing that he can do is issue a citation for a civil infraction. What good are the ordinances if we don't have any teeth for enforcement.

Mr. Fortune stated that he understood Commissioner Flowers-Taylor's concern over the wording of "reasonable hearing"; however, the alternative would be to require a decibel reading and

that would require special equipment and training and calibration. We can't pass an ordinance that is going to make someone have good manners or be a good neighbor.

Commissioner Flowers-Taylor stated that this is not the first incident that the county has had regarding noise control. There have been incidents in the past where we could not regulate noise levels because there was no way to measure the level of the noise. She stated that it is time the county does something so there is actual proof of the problem. If we have to purchase a decibel meter and train code enforcement on its use, then let's do something so there is actual documented proof of the problem.

Commissioner Ray advised that before he attacked this issue he had talked with several property owners who had filed complaints in his district. Commissioner Ray stated that this issue is prevalent within his district, so he talked with several of the property owners and then he went to the Animal Care and Control Board for guidance. He stated that he received approval from the Animal Care and Control Board for 50' to 100' from one house to the next and if an animal is continuously complained about then for:

Complaint 1 – there would be a warning.

Complaint 2 – there would be a citation issued; however, if the owner of the animal had made an attempt by either moving the animal inside or obtained a device to help control the animals' barking or shows where they have put forth an effort to train the animal not to bark. Then some consideration would be given the owner at that point.

Commissioner Ray stated that the ordinance is not totally subjective because the complainant can produce a 15 minute video of the animal barking or they can produce a journal of how often the dog barks and for what duration. We come up with the policy and the Spalding County Animal Control enforces, but they can only enforce based on what we have provided. The current ordinance was weak on the definition of what a barking dog is and this amendment establishes the parameters for the ordinance. We were subjective and we tried to bring it within reason for a common sense approach to the problem, without having to go to the additional cost for equipment and training with funds that we don't have.

Commissioner Ray also stated that this amendment is not a spur of the moment thing, we have been working on this since July. There has been a lot of effort expended in making the amendment prudent with a common sense approach in addressing the issue through complaints.

Commissioner Miller stated that he had two members of his community call him prior to the meeting to express their concern that if a neighbor doesn't like them what will prevent them from calling and making a complaint about their dog barking. He stated that he could sympathize with the citizens who live in a more densely populated part of the county, but his section of the county is rural and his neighbors are concerned about an ordinance that would allow for people to come over to their property and antagonize their dog while they are at work and make a video.

Commissioner Ray withdrew his motion and Commissioner Flowers-Taylor withdrew her second.

Motion/Second by Ray/Flowers-Taylor to table the ordinance amending Part X Offenses, Chapter 4 Noise Abatement and Control, Section 11-4002 Noises Enumerated by adding a new subsection to said section to be denominated as subsection 6 Barking Dogs. Motion carried unanimously by all.

Consensus of the Board was to conduct a workshop on this ordinance, state cruelty laws and review the animal limit ordinance.

11. Consider approval on first reading an Ordinance amending the FY 2015 Budget Ordinance to provide for the 2015 tax levy.

Mr. Wilson advised that the board had set the 2015 tax levy and that in order to balance the budget we need a budget ordinance amendment to appropriate \$876,815.00 from the LOST Reserve to the General Fund.

Motion/Second Flowers-Taylor/Miller to approve on first reading an Ordinance amending the FY 2015 Budget Ordinance to provide for the 2015 tax levy. Motion carried unanimously by all.

12. Commissioner Miller requests an update regarding the 800 MHz system user agreement with the City of Griffin.

Mr. Wilson advised that at the July 21st, Extraordinary Session of the Board of Commissioners he presented an update to the Board of Commissioners. On April 7th this matter was tabled indefinitely, motion carried 3-2. During the budget review process we talked about going back to the city and telling them that we would not accept their proposal that was made in April and we would work toward coming up with a new proposal.

Mr. Wilson further advised that since that time the City of Griffin has discontinued their use of the 800 MHz Open Sky Data System. In July, 2014 the Griffin Police Department adopted the usage of air cards for their digital data and have moved away from the analog system provided by the county. Mr. Wilson stated that he had asked Mike Windham to update the usage numbers for us on the number of units that were turned in mid-July or late August. That will effect any charges that we have for the City.

Mr. Wilson stated that there are currently 72 units in use by the Sheriff's Department that uses the Open Sky Data Technology. Mr. Wilson further advised that he has an appointment with Kenny Smith on Wednesday, October 8, to discuss the matter. Mr. Wilson stated that Mr. Windham is updating the numbers and there should be something to report in the near future.

Mr. Wilson stated that based on the discussion in July a new proposal will be drafted to include the 5 tower sites and utilizing the push to talk option that has no bearing on data.

Commissioner Flowers-Taylor asked that we look at the proposal that the City of Griffin offered and come up with something that will work for both the City and the County. She stated that she felt the board should come up with a negotiation package that could be submitted to the city.

Consensus of the board is for Mr. Wilson to poll the commissioners and arrange a workshop to include the four options that Spalding County presented to the city and the option that the City of Griffin returned to Spalding County for consideration. This workshop will be for 800 MHz only.

13. Commissioner Flowers-Taylor would like to discuss building maintenance requests by the Department of Family and Children Services (DFCS) at the 411 East Solomon Street location.

Commissioner Flowers-Taylor stated that she had received correspondence from a member of the DFCS board and from Ms. Barkley, who is the manager at DFCS. According to the correspondence, there have been repairs that were requested back in 2007 that have not been completed.

Commissioner Flowers-Taylor stated that she went to the DFCS offices and the carpet is worn and has tape covering places in the carpet. Commissioner Flowers-Taylor stated that Terry Tardy is getting quotes on replacing the carpet, but she is wondering if carpet is the best option for the facility. She asked if some other type of floor covering might be a better option in that carpet isn't a good option when there is high traffic on the flooring.

Commissioner Flowers-Taylor stated that the building does belong to the County and we need to be good landlords to our tenants and the items that were noted in the correspondence are valid items that need to be addressed.

Mr. Wilson stated that all of the concerns expressed in the correspondence had been addressed with the exception of painting the walls and replacing the carpet. He advised that the repainting, materials alone is between \$9,400 and \$10,000 for the building. Mr. Wilson also stated that the carpet had been replaced about ten years ago, and the carpet estimate that has been received is for \$54,500.00 that is installed, but the county would be responsible for moving all of the furniture in and out for installation.

Mr. Wilson advised that the bathrooms and the entrance area are already tiled, those areas were tiled a few years back. The current request is to replace the carpet in the hallways and in the offices. Mr. Wilson stated that at the current time many of the offices in the building are not being utilized.

Mr. Wilson stated that in FY2013 we spent \$35,900 on maintenance for that building and in FY2014 we budgeted \$30,000 and we have already spent a little over \$11,000 and we still have to purchase 4 more HVAC units that have to be replaced because heat exchangers are bad on the current units and that funding will have to come out of this year's budget. The bulk of the maintenance budget for the past two years has gone to replace HVAC units for the building, we have replaced 16 units to date.

Mr. Wilson asked Commissioner Flowers-Taylor if she would join him and Terry Tardy in touring the building now that some of the renovations have been made so that everyone will be on the same page.

Commissioner Flowers-Taylor then stated she would join Mr. Wilson and Mr. Tardy and tour the facility.

14. Consider approval of the spring 2015 Georgia County Internship Program Grant Agreement.

Mr. Wilson stated that the board had approved for Ms. Garrison to apply to the ACCG for a spring intern position. The grant has been approved by the ACCG and this is the paperwork that has to be completed for that grant. This will be for the spring semester and staff recommends approval.

Motion/Second Flowers-Taylor/Miller to approve the spring 2015 Georgia County Internship Program Grant Agreement. Motion carried unanimously by all.

15. Consider approval of the BB&T Positive Pay Services designed to eliminate check fraud on County accounts.

Mr. Wilson advised that the county has recently had a check fraud issue, this incident has been reported to the Sheriff's Department and their investigators are looking into the matter. In order to prevent this, there are several services offered by BB&T. The service that staff is recommending is the Positive Pay service. Currently, BB&T is not paying interest on our account, therefore, the interests is not off-setting the cost of the account, so we will be bidding out these services in the near future. For the short term it is requested that the board approve Positive Pay to protect the Spalding County accounts.

Commissioner Ray stated that the cost of the service is \$50.00 per month plus \$0.08 per check for the 600-800 checks issued per month which would be under \$150.00 per month.

Mr. Wilson stated that the amount of the expenditure was well within the authority that he can approve, but he wanted to make sure the board was aware that the county had been a victim of check fraud and we are taking the appropriate steps to make sure this doesn't happen again.

Motion/Second Miller/Ray to approve the BB&T Positive Pay Services designed to eliminate check fraud on County accounts. Motion carried unanimously by all.

XI. REPORT OF COUNTY MANAGER

- Spalding County blood drive on September 11 had 54 donors.
- As part of the upcoming "Make A Difference Day" and the City of Griffin Community Involvement Day, in collaboration with Master Gardner's and the Flint River Iris Society, a request has been made to design and plant a small iris bed at the entrance to the Senior Center along Memorial Drive. Volunteers will prep and plant the irises on October 25th, any expenditures will be

covered by Master Gardner funds.

- Early Voting
 - ✓ Today was the last day to register to vote.
 - ✓ Early voting begins October 13 and continues through October 31, it will be Monday through Friday from 8:00 a.m. to 5:00 p.m. Saturday voting will be October 25 from 9:00 a.m. to 4:00 p.m.
 - ✓ All early voting will be held at 825 Memorial Drive.
- Cynthia Barton the City/County Archivist will be presenting **“Oak Hill Cemetery: Deciphering the Stones-Symbols and Grave Markings”** in the meeting room at the Griffin Spalding County Library on Thursday, October 23rd, from 6:00 p.m. to 7:00 p.m.
- The Spalding County Point of Distribution Exercise (Drive-thru Flu Shots) exercise administered 1250 flu shots over the 3 day period.
- Three Rivers Regional Council will prepare a presentation on the 5311 Program that outlines both the Federal and State regulations/requirements for the program. This presentation will start with the original 5311 program from the 1990’s and how the program us being utilized today. They have requested a time when they can present this information to the Board of Commissioners.
- The Spalding County Board of Commissioners public zoning hearing on Thursday, October 23, 2014 at 6:00 p.m. The items that were tabled at the last meeting will be the only items for consideration at this meeting.
- Economic Outlook 2015 – Business Day @ UGA Griffin – October 2, 2014.
Commissioner Johnson was part of the panel who talked about entrepreneurship in small business.

The Outlook for 2015 is for a 2% growth in calendar year 2015 for the state of Georgia which is a little behind the growth projection for the U.S. of 2.8%. The good news is they also projected a 3% growth for Spalding County.

- Smithsonian Sport Exhibit – the board approved applying for this exhibit in conjunction with the Sports Hall of Fame and the Chamber of Commerce. That application has been submitted and we should know something later this year.
- Warden Sikes has advised that he will be retiring at the end of the year. We have updated the job description and we will be accepting applications for the position of warden. Hope to have someone here by the end of the year. This candidate has to be approved by the Department of Corrections. Warden Sikes has been with us seven years, he has done a great job and we really appreciate Warden Sikes.
- Spalding County appeared in the ACCG Georgia County Government Magazine – Changing Forms of County Government –

New Tools Bring New Savings highlighted the Facility Dude's Utility Track system. This tool allows the County to better monitor all utility usage and billing, including electricity, natural gas, water, cable TV, or any other consumable.

- Airport was approved by FAA last week.
- SPLOST committee is up and running.

XII. REPORT OF COMMISSIONERS

Commissioner Miller asked where a map is located that shows the 700+ acres that will be taken by the airport.

Mr. Wilson stated that the map is in the administrative offices of the Annex Building. He advised that he would check with the Airport Authority to make sure that it does show the entire 700+ acres.

Commissioner Miller stated that the residents are still having a problem with people going onto the reservoir property. The city has not put the posts back up at the entrance off Vaughn School Road.

Commissioner Miller stated that Bill Young had told him that the county receives \$0.135 off every gallon of gas sold in Spalding County.

Mr. Wilson stated that to his knowledge the county does not receive any tax directly, we do benefit through LMIG funds that comes from GDOT, but he would check into the matter.

Commissioner Flowers-Taylor asked for an update on where we are with the North Hill Street LCI roadwork. She also stated that she would like to address a concern that was shared with her that one of the animal control officers advised that it would be legal for the owner of the dogs, that were discussed earlier in the meeting on Gainer Road, to kill the dogs. She stated that that she felt that was inappropriate and she wants to make sure that no one from Animal Control is suggesting that to anyone.

Commissioner Flowers-Taylor stated that she is concerned that the County has noise ordinances, but no definitive manner in which to enforce the ordinance. She stated that we really need to look at the cost of equipment and training that would be required to effectively enforce these ordinances. We need something that would be objective and definitive, something more concrete than saying what a reasonable person would deem an offense.

Commissioner Flowers-Taylor stated that she would like for the county to look at the State Animal Cruelty laws are and how they can be incorporated into our ordinance.

Commissioner Flowers-Taylor asked for an update on removing the gas chamber at the Animal Shelter.

Mr. Wilson advised that he has sent the request to Construction Maintenance and Mr. Tardy will be removing the unit as soon as he can work it into the schedule.

Commissioner Flowers-Taylor asked for an update on the North Hill Street intersection.

Mr. Wilson stated that we should have a preliminary design on the roundabout at the flats by the end of this week. What the board authorized was the design of the roundabout at the flats and a T-intersection at East McIntosh and Hill Street. There is nothing final on these projects at this time, the last email stated the design for the roundabout at the flats would be finished by the end of this week.

Vice Chairman Ray stated that we have identified tonight that we need to have an Animal Control workshop to discuss noise, animal cruelty and the number of animals to be house on a piece of property. Also a workshop for the 800 MHz so that we can move forward without retracing any steps.

Commissioner Ray stated that the Fire and Parks and Recreation Departments did a great job on the United Way cardboard boat race at Dundee Park.

Commissioner Ray advised that we have the Kiwanis Griffin-Spalding County fair this week and encouraged everyone to go out and enjoy the fair and the food. He advised that the fair is the Kiwanis' way of making money to facilitate their contribution to our community.

Commissioner Ray wanted to take a moment to say farewell to Dr. Arkin of the UGA Griffin campus, he is retiring after 27 years. Last week they had a retirement ceremony for him at UGA. It was enlightening to find out the impact that one individual could have on the UGA Griffin program and the Griffin-Spalding community.

Commissioner Flowers-Taylor added that she is excited about the intergovernmental retreat with the School Board and the City of Griffin later this week. She is hoping that the meeting will spur a project that will make the community better.

XIII. CLOSED SESSION – None.

XIV. ADJOURNMENT

Motion/Second by Flowers-Taylor/Miller to adjourn at 8:09 p.m. Motion carried unanimously by all.

/s/ _____
Raymond Ray, Vice Chairman

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