

## MINUTES

The Spalding County Board of Commissioners held their Extraordinary Session in Room 108 in the Courthouse Annex, Monday, February 16, 2015, beginning at 6:00 p.m. with Chairperson Rita Johnson presiding. Commissioners Gwen Flowers-Taylor, Raymond Ray, Bart Miller and Donald F. Hawbaker were present. Also present were County Manager, William P. Wilson Jr., County Attorney, Janice Wallace for Jim Fortune, and Planning Technician Cindy McDaniel to record the minutes.

- I. OPENING (CALL TO ORDER) led by Chairperson Rita Johnson.
- II. INVOCATION led by Commissioner Don Hawbaker.
- III. PLEDGE TO FLAG led by Commissioner Raymond Ray.
- IV. PRESENTATIONS/PROCLAMATIONS
  1. Consider a Proclamation celebrating Ms. Evelyn Lee's 100th birthday.

*Motion/Second by Flowers-Taylor/Ray approving a Proclamation celebrating Ms. Evelyn Lee's 100th birthday. Motion carried unanimously by all.*

## Proclamation

### CELEBRATING 100 YEARS EVELYN G. LEE

- WHEREAS:** Ms. Evelyn G. Lee was born on January 29, 1915 in Union, South Carolina. The fourth of five children born to James Gist and Emma Glenn; and
- WHEREAS:** Ms. Lee spent her early years developing her love of gardening. While living in Union, she married and had one son, Max; and
- WHEREAS:** Ms. Lee moved to Raleigh North Carolina where she worked at the Swift Meat Packing Company for 23 years before relocating to New Jersey where she worked for the State of New York at the Willowbrook State School, a medical institution for the mentally challenged as a Nursing Assistant for 20 years until she retired; and
- WHEREAS:** Ms. Lee became active in her community after her retirement and was instrumental in cleaning up the Linden, New Jersey community and shared her love of gardening by establishing a Community Vegetable Garden. The Mayor of Linden honored Ms. Lee's accomplishments by naming a day after her; and
- WHEREAS:** Ms. Lee then moved to Griffin, Georgia and became a member of the Eighth Street Baptist Church where she is the oldest member of that congregation. Ms. Lee brought her love of gardening with her and has become known by her friends and neighbors as "The Lady with the Green Thumb."
- WHEREAS:** Ms. Lee currently resides at the Villas of Renaissance Living facility. She has three grandchildren, seven great grandchildren and one great-great grandchild. She has several nieces, nephews and extended family who regard her as the matriarch of the family. Ms. Lee loves

visiting with family and friends and certainly is loved by all who know her,

**NOW, THEREFORE**

**BE IT RESOLVED** that Ms. Evelyn G. Lee celebrated her 100<sup>th</sup> year on January 29, 2015 and the Spalding County Board of Commissioners join with the community to recognize and congratulate her on this auspicious occasion. May she continue to share her love and joy with others.

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

\_\_\_\_\_  
Rita Johnson, Chairman

\_\_\_\_\_  
William P. Wilson, Jr., County Clerk

2. Consider a joint proclamation with the City of Griffin to declare February 16th – 20th as Small Business Week in Spalding County.

## *Joint Proclamation*

*"Declaring February 16-20, 2015 Georgia Small Business Week"*

**WHEREAS,** The U.S. Small Business Administration (SBA), created in 1953 as an independent agency of the federal government to assist small businesses to preserve free competitive enterprise and to strengthen the overall economy of our nation, will honor the nation's top entrepreneurs at the National Small Business Week events in April 2015, marking the 62nd anniversary of the agency and the 53rd annual proclamation of Small Business Week; and

**WHEREAS,** Small business owners embody the spirit of entrepreneurship and strong work ethic that lie at the heart of their dream ... the American Dream ... the chance to birth an idea and nurture it into something tangible and long-lasting. They are the backbone of our state's and nation's economy; they employ tens of millions of workers and, in recent years have created the majority of new private sector jobs; they drive our economy toward recovery and long-term growth; and

**WHEREAS,** During Georgia Small Business Week we reaffirm our support for America's small businesses and celebrate the proud tradition of private enterprise they represent. This week we celebrate the role of entrepreneurs and small businesses in our national life. They are the engine of our prosperity and a proud reflection of our character. A healthy small business sector will give us vibrant communities, cutting edge technology and an American economy that can compete successfully in the 21<sup>st</sup> century; and

**WHEREAS,** Statistics from 2014 reveal that of the 697,164 registered establishments in Georgia, 99.8% are categorized as small (fewer than 500 employees), 97.7% employed fewer than 100, 94.7% employed fewer than 50, 77.8% employed fewer than 10, and 89% of Georgia's companies employ 5 or fewer. Georgia ranks #1 for the second year as best state for business; it ranks #1 for being the top competitive state and #1 for fastest growth in number of women-owned firms. Georgia ranks #1 as the top exporting state; and

**WHEREAS,** In 2007, Spalding County and City of Griffin were designated an Entrepreneur Friendly Community, and a true partnership formed through the Small Business Committee of the Griffin-Spalding Chamber of Commerce with City of Griffin, Spalding County, Southern Crescent Technical College, University of Georgia Griffin Campus, McIntosh Trail Area Planning & Development and community business leaders. The Chamber of Commerce will be holding its annual event in cooperation with Southern Crescent Technical College on Thursday, February 19, and invite all those interested to attend the “Business Start Up Forum” and the “Power Packed Panel Discussion” featuring entrepreneurs and business owners sharing their experiences. Vendors who have information helpful to start-ups and small business owners will be available during the event, as well.

**NOW THEREFORE BE IT RESOLVED,** by the Boards of Commissioners for the City of Griffin and Spalding County which hereby join with the Griffin-Spalding Chamber of Commerce to pay tribute to Small Business as it seeks to further entrepreneurial development and to urge all our citizenry to recognize the importance and contributions of small businesses here and across the Nation during “Georgia Small Business Week,” February 16-20, 2015.

---

Douglas Hollberg, Chairman

City of Griffin Board of Commissioners

---

Rita Johnson, Chairman

Spalding County Board of Commissioners

---

Kenny L. Smith, City Manager

---

William P. Wilson, Jr. County Manager

***Motion/Second by Ray/Miller approving a joint proclamation with the City of Griffin to declare February 16th – 20th as Small Business Week in Spalding County. Motion carried unanimously by all.***

**V. PRESENTATION 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.

**Shawn Southerland, 85 Gainer Road, Griffin, GA.** Mr. Southerland spoke of several code issues on property located at 75 Gainer Road.

**Pamela Daniell, 235 Sibley Street, Griffin, GA.** Ms. Daniell spoke about dog issues in the County and City.

**VII. MINUTES**

1. Consider approval of the Minutes for the February 2, 2015 Regular Meeting of the Board of Commissioners.

***Motion/Second by Ray/Miller to approve the Minutes for the February 2, 2015 Regular Meeting of the Board of Commissioners. Motion carried unanimously by all.***

**VIII. CONSENT AGENDA – None.**

**IX. OLD BUSINESS** – None.

**X. NEW BUSINESS**

- 1. Consider request from Nadine Graham, Coordinator for the National Day of Prayer observance for Spalding County, to utilize the Spalding County Courthouse Veranda on May 1, 2015 at 12:00 noon for this observance.

***Motion/Second by Ray/Miller approving request from Nadine Graham, Coordinator for the National Day of Prayer observance for Spalding County, to utilize the Spalding County Courthouse Veranda on May 1, 2015 at 12:00 noon for this observance. Motion carried unanimously by all.***

- 2. Consider approval of contract with RS&H for the Comprehensive Transportation Plan for Spalding County and the cities of Griffin, Orchard Hill and Sunnyside.

RS&H Project No. \_\_\_\_\_

Short Title: \_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT FOR PROFESSIONAL SERVICES** (this “Agreement”) is made as of the 16<sup>th</sup> day of February, 2015 (the “Effective Date”), by and between Spalding County a political subdivision of the State of Georgia, with offices located at 119 E. Solomon Street, Griffin, Georgia 30223 (the “CLIENT”), and **RS&H, Inc.**, a Florida corporation with offices located at 10748 Deerwood Park Blvd South, Suite 300, Jacksonville, Florida 32256 (“RS&H”) (CLIENT and RS&H are collectively referred to as “the Parties”).

**IN CONSIDERATION of the mutual promises and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:**

**1. RELATIONSHIP**

For all work performed hereunder RS&H is an independent contractor to CLIENT, solely responsible for the means and methods used in performing services hereunder, and it shall not be deemed an employee, agent, partner or joint venturer of CLIENT for any purpose.

**2. PROVISION OF SERVICES/METHOD OF AUTHORIZATION**

**2.1 RS&H shall provide those professional services (check appropriate description below):**

- As described in Attachment “A,” and Attachment “B,” attached hereto and made a part hereof by reference (the “Services”); or**
- As described in separately authorized Work Orders (the “Services”).**

2.2 Any Work Order, when signed by the Parties, shall be incorporated into and form a part of this Agreement. Each such Work Order shall contain a Project Description, a detailed Scope of Services, Project Schedule, Deliverables, Compensation Terms and special provisions or conditions specific to the Services or project being authorized (the “Project”). In the event of a conflict between this Agreement and any Work Order issued hereunder, the terms of the Work Order shall govern the provision of the particular Services or Project involved.

2.3 Should CLIENT issue a purchase order or other instrument related to RS&H’s Services, it is understood and agreed that such document is for CLIENT’s internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If CLIENT does issue a purchase order or other similar instrument, it is understood and agreed that RS&H shall indicate the purchase order number on the invoices sent to CLIENT.

2.4 Since RS&H has no control over the cost of labor, materials, or equipment or over a contractor’s methods of determining prices, or over competitive bidding or market conditions,

when requested by CLIENT to estimate project construction costs, RS&H's opinions of probable costs provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its judgment as a design professional familiar with the construction industry; however, RS&H cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable costs prepared by it. If CLIENT wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitations established by CLIENT will be considered Additional Services and entitle RS&H to additional compensation which shall be negotiated and mutually agreed upon by the Parties and set forth in either a Work Order or Supplemental Agreement.

2.5 If the Services are to include services during construction, any construction inspection or testing provided by RS&H is for the purpose of determining the contractor's compliance with the functional provisions of Project specifications only. RS&H neither guarantees nor insures any contractor's work nor assumes responsibility for (i) the means, methods or materials used by any contractor, (ii) Project site safety, or (iii) any contractor's compliance with laws and regulations. CLIENT agrees that, in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for Project site conditions during the course of construction of the Project, including safety of all persons and property, and that this responsibility shall be continuous and not be limited to normal working hours.

### **3. ADDITIONAL SERVICES**

RS&H shall furnish work beyond the scope of the Services (hereinafter "Additional Services") ONLY if authorized in writing by the CLIENT. Before such Additional Services shall be rendered, the scope of such Additional Services and the compensation therefor shall be mutually agreed upon by either written amendment to this Agreement in the form of a Supplemental Agreement or by an additional or amended Work Order. Additional Services furnished by RS&H without written authorization by the CLIENT shall be furnished at RS&H's sole risk and expense.

### **4. CLIENT'S RESPONSIBILITIES**

4.1 CLIENT shall, with reasonable promptness, provide to RS&H available information regarding the requirements for the Services.

4.2 CLIENT shall make all provisions for RS&H to enter upon public and private property as required for RS&H to perform Services under this Agreement.

4.3 CLIENT shall give prompt written notice to RS&H whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of RS&H's Services.

### **5. PERIOD OF SERVICE**

5.1 The term of this Agreement shall be from the Effective Date through May, 2016, unless sooner terminated as provided in Section 8 hereof, or extended through written agreement signed by the Parties to this Agreement.

5.2 The Services called for herein shall be completed by RS&H as set out in Attachment "A" and Attachment "B" or the applicable Work Order.

### **6. COMPENSATION AND METHOD OF PAYMENT**

6.1 CLIENT shall compensate RS&H for the Services, any approved Additional Services, and Reimbursable Expenses on the basis set forth in Attachment "C" (entitled Compensation), attached hereto and made a part hereof by reference, or as set forth in the applicable Work Order, as the case may be.

6.2 CLIENT shall pay any sales or similar tax levied by any governmental authority on professional or other services or materials provided under this Agreement.

6.3 RS&H shall invoice CLIENT monthly for all Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, and each invoice shall be due and payable upon

receipt by CLIENT. CLIENT shall notify RS&H in writing of any disputed amount contained on an invoice within fifteen (15) calendar days from the date of invoice; otherwise, all charges shall be deemed acceptable and correct.

6.4 Compensation due RS&H under this Agreement is due and payable to its corporate offices, whose address is RS&H, Inc., P.O. Box 4850, Jacksonville, Florida 32201-4850, Attn: Accounting Department, or at such other location as may be specified by RS&H in writing.

6.5 If CLIENT fails to make any payment due RS&H for Services and Reimbursable Expenses within thirty (30) days after the date of an invoice therefore, the amounts due RS&H shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed by law from the thirtieth (30<sup>th</sup>) day. In addition, RS&H may, after giving seven (7) days written notice to CLIENT, suspend Services under this Agreement until RS&H has been paid in full all amounts due for Services and Reimbursable Expenses, including all accrued but unpaid interest, without RS&H incurring liability due to such suspension.

## **7. AUTHORIZED REPRESENTATIVE**

7.1 RS&H's Authorized Representative for this Project is the Project Manager as designated on Attachment "A" and Attachment "B" or applicable Work Order. All matters and correspondence pertaining to the Project, including submittal of monthly invoices, will be through RS&H's Project Manager.

7.2 Upon execution of this Agreement, CLIENT will designate CLIENT's Authorized Representative for the Project and convey the name of CLIENT's Authorized Representative to RS&H in writing. CLIENT's Authorized Representative shall act on behalf of CLIENT on all matters pertaining to this Project. All matters and correspondence to CLIENT pertaining to the Project will be addressed through CLIENT's Authorized Representative.

7.3 CLIENT's Authorized Representative shall not be changed without prior written notice to RS&H.

## **8. TERMINATION/SUSPENSION**

8.1 This Agreement may be terminated without cause by either party upon fourteen (14) days written notice. In the event of termination, RS&H shall be compensated, as provided herein, for Services performed through the effective date of such written notice of termination, together with Reimbursable Expenses due and for all expenses directly attributable to termination.

8.2 If the Project is suspended for more than thirty (30) consecutive days, RS&H shall be compensated, as provided herein, for Services performed through receipt of written notice of such suspension, together with Reimbursable Expenses then due. When the Project is resumed, RS&H's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of RS&H's Services.

## **9. RS&H'S RETENTION AND ACCESS TO RECORDS**

RS&H shall maintain for a period of at least seven (7) years following completion of the Services all the documents, deliverables, records (including cost records), design calculations, notes and emails related to the Project or RS&H's performance hereunder. Upon CLIENT's written request, RS&H shall provide a copy of the requested records at actual cost of duplication to RS&H.

## **10. USE OF DOCUMENTS AND ELECTRONIC DELIVERABLES**

10.1 All documents prepared by RS&H are instruments of service in which RS&H shall retain an ownership and property interest (including the right of reuse at the discretion of RS&H).

10.2 Any modification of the Deliverables hereunder or their reuse on another project by CLIENT without the approval of RS&H shall be at CLIENT'S sole risk and without liability to RS&H.

10.3 Files in electronic format that are furnished by one Party to the other are furnished only for convenience and not for reliance by the receiving party, unless otherwise agreed in writing.

**11. INSURANCE**

11.1 RS&H shall maintain, to the extent reasonably available, the following insurance coverage during the performance of its Services under this Agreement:

<b>Workers' Compensation</b>	Statutory
<b>Employer's Liability</b> (Including Longshore and Harbor Workers Act Coverage, if applicable)	\$1M \$1M \$1M
<b>Commercial General Liability</b> (including contractual and fire damage)	
General Aggregate	\$2M
Products-Comp/OP Aggregate	\$2M
Personal and Advertising Injury	\$1M
Each Occurrence	\$1M
Medical Expenses per person	\$10,000
<b>Automobile Liability</b> (any auto, hired autos and non-owned autos)	\$1M CSL
Bodily Injury and Property Damage	
<b>Professional Liability Insurance</b> (including errors and omissions and Expanded Pollution Coverage)	
Per Claim	\$5M
Aggregate	\$10M
<b>Umbrella/Excess Insurance</b>	\$9M

11.2 RS&H shall provide the CLIENT with a Certificate of Insurance indicating that the above-described coverages are in effect, if requested.

**12. CONTROLLING LAW/DISPUTE COSTS**

**12.1 This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed by, interpreted, construed and enforced in accordance with the laws of the state in which the Project is located.**

**13. SUCCESSORS AND ASSIGNS**

**13.1 This Agreement shall be binding upon CLIENT and RS&H and their respective partners, successors, heirs, assigns and legal representatives.**

**13.2 Neither Party shall assign or transfer any rights under or interest in this Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.**

**14. PRIVILEGED INFORMATION**

14.1 RS&H agrees to keep confidential and not to disclose to any person or entity, other than RS&H's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by RS&H or furnished to RS&H and marked "Confidential" by CLIENT. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict RS&H from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for RS&H to defend itself from any suit or claim. CLIENT agrees that the technical methods, techniques and pricing information contained in any proposal submitted by RS&H pertaining to the Project or in this Agreement or any Work Order, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of RS&H.

14.2 RS&H agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying CLIENT and securing its consent in writing.

**15. NONDISCRIMINATION**

RS&H agrees to comply with all local, state, and Federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age.

**16. CONTINGENCY FEES**

RS&H warrants that it has not employed or retained any company or person other than a bona fide employee working solely for RS&H to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for RS&H any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

**17. FORCE MAJEURE**

Should Services be delayed at any time during the period of this Agreement due to changes ordered in the Services by CLIENT, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond RS&H’s control, or by other causes which the CLIENT determines may justify the delay, then an extension for performance of this Agreement may be granted to RS&H by CLIENT through written mutual agreement.

**18. STANDARD OF PERFORMANCE**

Services provided by RS&H under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic location. RS&H will promptly correct without additional compensation those Services not meeting this standard.

**19. NOTICES**

Any and all notices required or authorized to be given pursuant to this Agreement shall be given in writing and either hand-delivered, sent by overnight courier service or sent by certified or registered mail, postage prepaid, and return receipt requested, as follows:

If to CLIENT: Spalding County Board of Commissioners  
P.O. Box 1087  
Griffin, Georgia 30224  
Attention: William Wilson

If to RS&H: RS&H, INC.  
10748 Deerwood Park Boulevard South  
Jacksonville, Florida 32256  
Attention: \_\_\_\_\_

with a copy to:

RS&H, INC.  
10748 Deerwood Park Boulevard South  
Jacksonville, Florida 32256  
Attention: Legal Department

**20. ENTIRE AGREEMENT**

This Agreement, together with any separately authorized Work Order issued hereunder, constitutes the entire and integrated Agreement between CLIENT and RS&H and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may only be amended, supplemented, modified or canceled by written instrument signed by an authorized representative of each party.

**21. SEVERABILITY**

If any provision of this Agreement or any application thereof to any person or circumstance shall, to any extent, be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**22. COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which may be executed by one or more of the Parties hereto, but all of which, when delivered and taken together, shall constitute but one Agreement binding upon all of the Parties hereto.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives, under seal, as of the day and year first above written.

**CLIENT**

SPALDING COUNTY a political subdivision of the State of Georgia

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

Print Name: Rita Johnson

Title: Chairman

ATTEST:

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

Print Name: William P. Wilson, Jr.

Title: County Clerk

[CORPORATE SEAL]

**RS&H**

RS&H, INC.

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

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

Assistant Corporate Secretary

[CORPORATE SEAL]

**ATTACHMENT A**

**City of Griffin-Spalding County Joint Comprehensive Transportation Plan Update**

**SCOPE OF WORK**

**I. General:** Spalding County and the City of Griffin, in cooperation with the Atlanta Regional Commission (ARC), Three Rivers Regional Commission (TRRC), Georgia Department of Transportation (GDOT), and other stakeholders, seeks to implement a planning study effort that will result in a joint long-range Comprehensive Transportation Plan (CTP). Spalding County and the City of Griffin seek to increase the use of alternatives to driving alone by developing a comprehensive transportation planning program that identifies specific transportation projects and other programs to improve mobility, system connectivity, expand mixed-uses, support further development and increase alternative modes of travel and in the study area.

**II. Area covered:** The area of study for the plan development is defined as, but not limited to, the Spalding County jurisdictional boundary, including the municipalities of Griffin, Orchard Hill and Sunny Side, and an area three to five miles outside of the boundary into adjacent counties to promote coordinated regional transportation planning efforts.

**III. Goal:** A key outcome of the CTP Update is to reconfirm the vision and priorities of the local community. Coordination with the regional planning process and consideration of the Department of Community Affairs' (DCA) minimum standards for comprehensive plans will help ensure that the plan is based on both regional goals and sound technical analysis. The plan will clearly define transportation goals and project priorities that support the City and County comprehensive land use plans and must address all Federally-mandated Planning factors as stated by MAP-21.

Projects identified through a collaborative partnership between Spalding County and the City of Griffin will aid the City of Griffin, Spalding County, ARC and GDOT in the programming and implementation of future transportation investments.

**IV. Background:** Spalding County and the City of Griffin are located in the northern portion of central Georgia, approximately 40 miles south of Atlanta and 55 miles north of Macon. The locale is approximately 20 miles south of Atlanta's Hartsfield International Airport, and only 2 miles south of the Atlanta Motor Speedway. According to Census 2010, the County has a population of 64,073 and approximately 198 square miles of land area; and the City of Griffin has a population of 23,643 and approximately 14 square miles of land area. Compared to neighboring counties such as Henry, Fayette, Clayton and Coweta; Spalding and the City of Griffin have experienced nominal population growth. However, population forecasts modeled in previous studies project a fifty-two percent (52%) increase over a thirty (30) year period, between 2000 and 2030. Population increases of 52% or more will have profound and far-reaching impacts on Spalding County's and the City of Griffin's transportation system.

Bordered by three of Georgia's fastest growing counties (Henry, Coweta and Fayette), the area is home to two institutions of higher learning: Southern Crescent Technical College and the University of Georgia (UGA) Griffin Campus. In recent years, both Southern Crescent and UGA have heightened their importance locally and regionally. Southern Crescent has expanded its campus and constructed several new facilities to serve its rapidly growing student body and faculty. The University of Georgia is planning to expand its academic offering at the Griffin Campus and to facilitate the effort, UGA partnered with Spalding County and the City of Griffin to construct a new student learning facility on campus utilizing local SPLOST funds. UGA expects to expand the range of undergraduate and graduate programs offered at this south Atlanta Metro Area campus in the near future. The two expanding institutions account for a substantial increase in school and work related trips locally and also impact regional travel patterns.

Spalding County, the City of Griffin and the Griffin-Spalding Airport Authority recently decided to proceed with plans to build a new general aviation airport to replace an existing facility hampered by physical and financial constraints. The firm(s) or organization(s) selected to develop the Joint City of Griffin-Spalding County Comprehensive Transportation Plan (CTP) Update must give consideration to existing and future transportation networks necessary to support the development and redevelopment of both the current and future airport locations. Each location presents an opportunity to implement Complete Streets policies adopted and supported at the local, regional, state and federal levels.

**V. Work Tasks:** This scope of work contains detailed work task specific to the needs of the City of Griffin and Spalding County and meets the minimum requirement that Spalding County must fulfill per the Subgrant agreement with ARC.

Comprehensive progress reports detailing progress on each task will be submitted to Spalding County with each invoice. The project sponsor will present deliverables to Spalding County and the City of Griffin for comment. The county will subsequently present deliverables to ARC for comment, involve ARC in relevant stakeholder and technical committee meetings, and notify ARC of key public outreach activities.

**Task 1: Project Management Plan, Evaluation and Confirmation of Vision, Goals, Objectives, and Stakeholder and Public Involvement Plan**

The goal of this task is to prepare a detailed Project Management Plan, examine and reconfirm the CTP's vision, goals, objectives previously identified with an associated Stakeholder/Public Involvement Plan, before commencement of major project work activities.

A Project Management Plan shall be developed indicating dates for work task milestones and key decision-making points. The CTP's vision, goals, objectives, and investment strategies will be reevaluated at the onset of the planning process to confirm their appropriateness within the present context. RS&H will also oversee discussions on the role of the vision/goals/objectives/investment strategies with regard to project prioritization and potentially development of performance measures (if a quantitative project selection process is developed). Stakeholder and public involvement will be defined in an associated Stakeholder and Public Involvement Plan that details interactions with entities such as federal, state and local

governments, transit agencies, development community representatives, and the public. Two public meetings will be conducted: one public meeting following the release of draft Needs Assessment Report and one public meeting following the release of the draft Recommendations Document. Additional public involvement may also be conducted if requested by the City of Griffin and Spalding County. Additional public involvement activities may include: briefings to elected officials or other groups, citizen surveys, stakeholder committees, web sites, or other methods of soliciting community input jointly agreed upon. A full day airport workshop will be conducted if requested and agreed to by Griffin-Spalding County. Representatives of Three Rivers Regional Planning Commission and state transportation agencies will be invited to participate at public meetings and other outreach efforts as appropriate. Stakeholder advisory and resource roles will be identified at the beginning of the planning process. The Stakeholder and Public Involvement Plan will be guided by ARC's Transportation Public Participation Plan.

- A. Project Management Plan – RS&H will complete a Project Management Plan at the beginning of the study to include contact information, project schedule, and other pertinent logistical information.
- B. Stakeholder and Public Involvement Plan: RS&H will assist the City of Griffin and Spalding County develop at minimum an outline of the proposed public outreach process and a list of involved stakeholders on the technical committee, which the City of Griffin and Spalding County will forward that to ARC before outreach is initiated.
- C. Community Engagement Network: The Community Engagement Network ensures that public outreach activities do not conflict, and coordinate when possible. RS&H will ensure that ARC is given a calendar of all public outreach activities a month prior to the scheduling of meetings for Community Engagement Network review. It will be recommended that the county is also an active member of the Community Engagement Network.
- D. Technical Committee: ARC will be an active member of this committee. GDOT, GRTA, County/Cities, and any Transit Operators should also sit on this committee along with other key stakeholders. If needed, RS&H is able to assist the City of Griffin and Spalding County develop a draft list of members in addition to those on the Griffin-Spalding Transportation Committee.
- E. Bike-Ped Advisory Committee: A committee will be created utilizing the members of the GSATC Bicycle and Pedestrian Subcommittee, ARC, GDOT and other interested individuals to guide the Bicycle, Pedestrian and Greenway Plan element.
- F. Public Meetings: ARC will be notified of all public outreach activities. Handouts and publications should be given to the technical committee before those materials go to public. ARC will not be expected to attend all public meetings, but will try to attend one each round of involvement if possible
- G. Summary of Public Outreach Activities.

*Task 1 Deliverables: Project Management Plan (draft and final); Plan Vision, Goals, Objectives and Investment Strategies (draft and final); and a Stakeholder and Public Involvement Plan (draft and final).*

## **Task 2: Inventory of Existing Conditions**

With the previously completed CTP serving as a foundation, an update to the CTP's inventory will be conducted of the transportation network and its level of service including existing conditions and recent historical trends; specifically targeting problem areas and corridors. The inventory shall include at a minimum all significant:

- A. Streets, Roads and Highways
- B. Bridge Inventory and Conditions
- C. Freight Corridors and Centers
- D. Bicycle and Pedestrian Facilities
- E. Parking Facilities (near/limited to corridors with large retail, institutional, public)
- F. Public Transportation and Human Services Transportation
- G. Airports
- H. Development Policies as they relate to the transportation system
- I. Projects and Policies recommended by previous plans and LCI studies
- J. Major employment and retail centers
- K. Planned large-scale developments
- L. Transportation Demand Management Policies and Programs

- M. County and Municipal transportation funding
- N. Regional Thoroughfare Intelligent Transportation Systems (ITS) and signalization inventory
- O. Georgia Department of Transportation's Computerized Pavement Condition Evaluation System (COPACES) developed for Counties and Cities (COPACES-CC)
- P. Future Land Use and Character Areas
  
- Q. Areas with special zoning designations that call for complete streets, context sensitive design, and/or transit/mobility corridors

All inventoried items, as appropriate, must be mapped digitally and converted to a standard shapefile (.shp) or ArcGIS geodatabase for future use. Adequate data will be collected to allow a thorough assessment that identifies and addresses potential issues and solutions. Data collected may include (and is not limited to) location, facility type (i.e. functional classification), conditions, accident data, average daily travel volumes, origin/destination data, traffic counts including turning movements and TIP/RTP programs and projects.

The inventory of Streets, Roads and Highways will include current and planned ITS elements and signal systems that are along or could be added to the ARC Regional Thoroughfare Network (RTN): Intersection configurations of signalized intersections, Communication between signals, CCTV, Video Detection, CMS locations and conditions. Analysis will compare the baseline conditions and other analyses completed for Task 3 to identify needed intersection signalization and other ITS Enhancements to address both existing and projected deficiencies.

The inventory of freight will include an identification and assessment of existing problems and needs of moving freight in the county and the identification of freight attractors and generator facilities. The Atlanta Regional Freight Mobility Plan and Atlanta Strategic Truck Route Master Plan (ASTRoMaP) shall serve as the foundation for this work, as well as other relevant studies such as the GDOT Statewide Freight and Logistics Plan. Freight related improvement areas will also be identified through discussion with stakeholders. Planning level construction and operational deficiencies with regards to lane widths and turning radii at key intersections along designated truck routes will be included. RS&H is aware that ARC will be updating both the Regional Freight Mobility Plan and ASTRoMaP in 2015, and will ensure the findings from the Griffin-Spalding County CTP Update are communicated and coordinated with ARC, accordingly.

The inventory of bicycle and pedestrian facilities will include the countywide identification of any pedestrian facilities and include data from existing Livable Centers Initiative Studies, corridor studies, or other relevant studies. The inventory will include existing facilities that will need to be brought into future compliance with Americans with Disabilities Act (ADA) requirements for transportation facilities. Existing and planned bike lanes, sidepaths, multi-use trails, and signed bicycle routes will also be identified. Attention will be given to providing better bicycle and pedestrian connectivity to schools, activity centers/LCI areas, recreational areas, and specifically the planned Spalding County Rail with Trail facility. Tools for assessing bicycle accommodation on roadways may include (but is not limited to) bicycle suitability rating and field surveys. The 2007 Atlanta Region Bicycle Transportation and Pedestrian Walkways Plan shall serve as the foundation for this work, as well as the Three Rivers Regional Commission Bicycle and Pedestrian Plan and the current City of Griffin, Spalding County Comprehensive Transportation Plans. RS&H is aware that ARC will be updating Regional Bicycle and Pedestrian Plan between 2015 and 2016, and will ensure that the findings from the Griffin-Spalding County CTP Update are communicated and coordinated with ARC, accordingly.

The inventory of projects and policies recommended by recent plans is intended to help avoid duplicating or conflicting with ongoing or recently completed planning efforts in the study area. RS&H will assist the City of Griffin and Spalding County coordinate with the Technical Committee to ensure applicable recent plans are included in this inventory.

The inventory of public transportation and services, if applicable, must include existing public transit routes and service areas, number of vehicles, ridership, vehicles miles traveled (VMT), service frequency, existing rights-of-way, major public transit trip generators and attractors and major public transit intermodal terminals and facilities, transit terminals and transfer stations. Access to these facilities for automobiles, bicyclists and pedestrians must also be considered. RS&H will ensure that the inventory, needs, findings and recommendations from the *Griffin-*

*Spalding County Transit Feasibility Study & Implementation Plan* are incorporated into the CTP Update.

In addition to data on transportation facilities and policies, Task 2 will include an assessment of how the County and its municipalities currently fund transportation. This will also incorporate transportation funding trends at the state and federal levels.

ARC has made the following data available to project sponsors for use:

- Project Compilation Database
- Modeling Data
- GIS Shapefiles
- Forecasts
- ARC-Sponsored Studies

*Task 2 Deliverable: Inventory of Existing Conditions Report (draft and final).*

### **Task 3: Assessment of Current and Future Needs**

Transportation facilities will be assessed to determine if current levels of service and conditions are adequate to meet community needs. RS&H will also assist the City of Griffin and Spalding County assess the extent land use patterns play in areas with deficient levels of service as well as identify areas where there is a mismatch between land use/density and adjacent transportation infrastructure/services.

Future needs will be determined based on the capacity of existing facilities and services (and other approved metrics) to meet forecast demands, or if improvements are needed to accommodate growth and protect natural and cultural resources. Specific attention will be given to assessing the transportation system needs of both the current and future Griffin-Spalding Airport locations. RS&H will coordinate a full-day workshop split into two sessions that will focus upon transportation system needs of both the new and the existing Griffin-Spalding airport locations.

The needs assessment will assess forecasts for population and employment growth, and the goals identified in other local comprehensive planning elements including future land use maps will be considered. The analysis will address the need to improve or utilize transportation facilities during the planning period in a way that will preserve the existing system, provide a safe and efficient transportation network, and enhance mobility and accessibility. Steps to eliminate, shorten trips, or increase reliability through Transportation Demand Management (TDM) techniques, land use policy, and access management will also be considered as a preferred alternative to expanding facilities. The needs assessment will also focus on alternatives to improve operations along the RTN and identify needed ITS and signalization strategies. Furthermore, during the needs assessment the consultant will analyze the Georgia Department of Transportation's Computerized Pavement Condition Evaluation System (COPACES) developed for Counties and Cities (COPACES-CC) to identify and determine hardware, software, personnel, training and funding necessary to implement the system.

Building off the inventory of local transportation funding in Task 2, the needs assessment will also determine whether current transportation funding methods are adequate for both current and future needs and identify any current or future funding needs and opportunities.

Particular attention may be given to specific geographic areas, transportation corridors, modes, solutions (i.e. operational improvements vs. additional capacity), issues or other areas, such as crash hot spots, identified by the counties during development of the Plan.

Transportation facilities will be assessed at approximately 5 to 10-year intervals (2018, 2030 and 2040) over a 30-year planning horizon on:

- A. Existing Transportation System Levels of Service and System Needs that can be identified through use of the ARC travel demand model/Spalding County sub-regional model (Design and Operating Capacities, Level of Service, ADT and/or peak hour vehicle trip, existing modal split)
- B. Existing Public Transit Facilities Needs
- C. Availability and Adequacy of Transportation Facilities and Services to Serve Existing and Future Land Uses

#### D. Projected Overall Transportation System Levels of Service and System Needs

The assessment will also determine whether or not mobility needs of people and goods can be accommodated on alternative modes of transportation. The assessment of transit facility needs will also relate to trends in commuter travel, for example, including the forecasted needs of an aging population. Growth trends and travel patterns, including the interaction between land use and transportation, will be reviewed. The assessment shall provide an analysis of needs relative to the County's existing Comprehensive Plan character area map or local future land use map/future development map and the region's Unified Growth Policy Map. The analysis of needs and deficiencies will also include (as applicable) intermodal terminals and connections, high occupancy vehicle lanes, park-and-ride lots, pedestrian connections and other facilities. Finally, the assessment should consider the system's adequacy in the event of a natural or manmade disaster (using at least one evacuation scenario to be determined)

The ARC travel demand model/Spalding County sub-regional model and population and employment forecast will be used. Deviations from the ARC forecast data are not expected, but will be noted as necessary. One scenario based on ARC forecasts will be completed. All elements of ARC's travel demand model are designed to support all technical and policy decisions that are required in developing a comprehensive, multimodal transportation plan. While modeling data is an important tool used for understanding future needs, ARC recognizes that it is just one of many used for that purpose. The goals identified in other local comprehensive planning elements including future land use maps will be also be considered.

A report will be prepared detailing the inventory, needs, issues, and opportunities. A component of this report will include the review and identification of currently/previously programmed projects that may require a revision of scope to address additional/changing deficiencies, and will provide information for developing Recommendations in Task 4. The report shall be submitted by RS&H to the Griffin-Spalding County CTP Project Manager and subsequently to ARC for review and comment before commencing work on Task 4. This report will be presented to the public and stakeholder groups. Stakeholder and public participants shall be provided the opportunity to comment and participate during the preparation of the Needs Assessment Report.

*Task 3 Deliverable: Needs Assessment Report (draft and final).*

#### **Task 4: Recommendations**

Recommendations will be determined and prioritized based on a project selection methodology that relates to the CTP's identified vision, goals, objectives, and needs. The CTP will include investment options within which strategies are developed to ensure the justification of projects and the relationship of recommendations to identified needs.

A cost-benefit analysis will be performed consistent with the regional methodology used in the PLAN 2040 RTP. Other economic benefits will also be assessed, as feasible, to help inform the project prioritization process. The starting point of the analysis will be based on output from the ARC Regional Travel Demand Model/Spalding County sub-regional model. However, Model results of this analysis are intended as one of many inputs into the development of recommendations and prioritization of projects. The results of this analysis will be used as input into the development of recommendations and prioritization of projects.

Recommendations must include at a minimum:

- A financially unconstrained aspirations plan of transportation projects, prioritized by mode.
  - Project details should include a summary of all modes to be addressed on the corridor, termini, cost, and an implementation plan.
  - Project detail or concepts should be depicted in a map book for the jurisdiction.
- An Access management plan policy (update) and implementation strategies.
- Strategies to incorporate Transportation Demand Management
- Strategies to incorporate ITS and signalization improvements to assist in monitoring the RTN corridor performance.
- Land use policy recommendations and development strategies.
  - A list and a map of major problem areas and corridors that will be targeted for new or re-development to support short and long-range transportation strategies must also be

included. (Note: These recommendations should be supported by the County's Comprehensive Plan

- County-wide land use and transportation-land use integration policies
- Airport relocation strategies – transportation and land use recommendations for the new and old airport locations.
- A detailed financial analysis based on the financial inventory and needs assessment will be completed which will include realistic projections of future transportation funding at local, state, and federal levels. This analysis along with project costs and prioritization will be used to create a short term (5 years, 2018), midterm (10-15 years, 2030), and long range (2040) work program for all modes of travel, including roadway, transit, pedestrian, and bicycle
- A five-year street resurfacing program to schedule maintenance activities on city and county streets.
- A GIS database and maps of the streets which are part of the five-year resurfacing program
- A 5-year action plan for land use and transportation recommendations. In addition 20-year land use and transportation policies plan which may include commuting alternates, telecommuting, and other technology based initiatives.
- A specific Griffin-Spalding County computerized, GIS based Pavement Management System consistent with the Georgia Department of Transportation's Computerized Pavement Condition Evaluation System (COPACES) developed for Counties and Cities (COPACES-CC) to help support local pavement maintenance and rehabilitation decisions.
- A process for monitoring program implementation progress.

Inputs into project selection and prioritization will include, but not be limited to the plan's identified goals, needs, and opportunities, a benefit-cost analysis consistent with the PLAN 2040 RTP, Travel Demand Model results, context sensitivity and feasibility. Other key elements include the identification of steps to implement the CTP such as future SPLOSTs, consensus building activities, and policy change recommendations. Project listings and maps will be developed, as appropriate. Recommendations shall be developed in a consultative environment involving the public and key stakeholders. Recommendations shall be presented to the public and ARC for review and comment prior to final documentation.

*Deliverable: Recommendations Report (draft and final)*

### **Task 5: Final Documentation**

Information collected and developed as part of Tasks 1, 2, 3 and 4 will be compiled into draft and final documents. Key stakeholders at the local, regional and state level will provide advisory comments on the project documents. As a final product, the project sponsor must provide two hard copies of the CTP, an electronic copy of the CTP, and a copy of any adopting resolution to ARC.

Final Deliverables:

- A. Stakeholder and Public Involvement Plan
- B. Executive Summary on Inventory and Needs Assessment
- C. A 5-year constrained project action plan. The action plan will have transportation projects and land use strategies ranked by priority with funding sources included. The sources include local, state and federal funds (must show local matching). The action plan will also include a list of actions that must take place to move a project forward including land use and transportation policy changes, consensus building activities, SPLOSTs, etc. A form to input this data will be provided by ARC. This list will be provided in Microsoft Excel and ESRI Shapefile (.shp) format.
- D. A financially unconstrained project listing by project type, ranked by priority including projects that are underway, short range (2018), and mid-long range (20-year, 2030). Potential funding sources will also be identified. This list will be provided in Microsoft Excel and ESRI Shapefile (.shp) format.
- E. Final Document and Supporting Documentation including modeling data, Congestion Management Process (CMP) Reports.
- F. GIS shapefiles (must conform to ARC data standards)
- G. Summary of Public Outreach Activities

- H. All documents should be sent directly to the Griffin-Spalding County CTP Project Manager. Final copies should be forwarded in hard copy and electronic format. Up to two (2) hard copies of the draft report and up to five (5) hard copies of the final report, as well as an electronic copy, will be sent to the Griffin-Spalding County CTP Project Manager.

Final plan recommendations shall be presented to the applicable governing body for approval.

*Deliverable: Final Comprehensive Transportation Plan Report (draft and final)*

**ATTACHMENT B**  
SUPPLEMENTAL TASK:  
BICYCLE, PEDESTRIAN AND GREENWAY PLAN

**Goal:** The work tasks outlined in this attachment are to be completed **as part of the City of Griffin-Spalding County Joint Comprehensive Transportation Plan Update**. This plan element will identify a bicycle, pedestrian and greenway network for the City of Griffin and Spalding County. The goal of this work element is to assess existing and proposed City and County projects and policies affecting bicycle and pedestrian circulation and to recommend improvement projects, policies, education, enforcement, and encouragement programs that further enhance pedestrian and bicycle travel in the community. Attention will be given to this plan element during the Inventory of Existing Conditions, Needs Assessment and development of Recommendations.

It is expected that this plan element will become a strong planning tool for the City of Griffin and Spalding County and will facilitate the orderly development of pedestrian and bicycle modes of transportation. The plan is expected to:

- Create a lasting pedestrian and bicycle transportation program;
- Identify convenient on-street and off-street routes for bicyclists and pedestrians;
- Identify connections to other modes of transportation;
- Address the needs of all ability, age and skill levels;
- Promote safe bicycling and walking in the community

The plan will outline measures to prevent existing or future damage to sensitive areas along utility easements and riparian buffers that occurs from the forbidden use of motorized vehicles. The recommended network will take into consideration such objectives as safety and suitability of on-street and off-street facilities, connectivity to key destinations, project feasibility and public support.

**SCOPE OF WORK**

Information specific to bicycle, pedestrian and greenway development collected as part of Tasks 1, 2, 3 and 4 of the **CTP update** will be compiled into separate plan documents and presented in both draft and final form. The work required for this plan element includes the following tasks:

**Task 1: Inventory of Existing Bicycle, Pedestrian and Greenway Conditions**

The consultant will assess existing roadways, waterways, sewer lines, and utility right-of-ways to identify opportunities for multiuse trail and greenway development. In many cases these existing right-of-ways are negotiated through the easement process, additional easements may be negotiated to allow public trail access. During this task, roadway crossing conditions will be assessed and a base map identifying problem areas along collectors, arterials and other high traffic roadways will be created. Review of existing conditions may include sidewalk and curb ramp assessment, assessment of existing pedestrian network connectivity, analysis of pedestrian collisions, and identification of key pedestrian generators and attractors. Important to consider in trail and greenway development is the current use of motorized all-terrain vehicles (ATVs) and 4-wheelers on existing sewer lines and the riparian corridors throughout the county. Access to existing bicycle and pedestrian facilities must be considered and include a review of Americans with Disabilities Act (ADA) requirements.

- Review of existing planning and policy documents which directly or indirectly impact bicycle, pedestrian, and greenway facilities including local, regional and state transportation

plans, comprehensive land use plans, transit station area plans, park and recreation plans, multiuse trail plans, city and county policies, and other pertinent documentation.

- Evaluate existing bicycle and pedestrian conditions and identifying gaps in the network.
- Review analyze and map countywide bicycle and pedestrian crash data maintained by the Atlanta Regional Commission.
- Review Atlanta Region Bicycle Transportation & Pedestrian Walkways Plan
- Review Three Rivers Regional Bicycle and Pedestrian Plan

*Task 1 Deliverable: Inventory of Existing Bicycling, Pedestrian and Greenway Conditions Report (draft and final)*

*Task 2: Assessment of Current and Future Bicycle and Pedestrian Needs*

The consultant shall assess existing and future bike and pedestrian demand based upon existing data such as population and employment; planned residential, commercial and industrial developments; location of existing or proposed transit stops and transfer locations; and location of pedestrian generators, such as schools, universities, libraries, parks and open spaces, community centers, sporting venues, tourist destinations, hospitals, and other pedestrian activity centers.

- Obtain accessible GDOT crash data or local data (if available electronically via GIS)
- Assess roadway crossing conditions along corridors with a high pedestrian level of service or that experience high pedestrian crash rates.
- Assess existing city, county and land bank properties for opportunities to facilitate trail development.
- Inventory and map city, county and land bank properties inline, parallel or adjacent to existing or proposed bicycle, pedestrian and greenway facilities.
- Inventory regional bicycle, pedestrian and greenway facilities for opportunities to connect to the Griffin-Spalding network

*Task 2 Deliverable: Assessment of Current and Future Bicycle and Pedestrian Needs (draft and final)*

*Task 3: Recommendations*

Building off of Tasks 1 and 2, the recommendations will include best practices for planning, implementing and maintaining bicycle, pedestrian and greenway facilities in the community. It is important to identify and recommend strategies and a community specific program for growing and marketing bicycle tourism in the City of Griffin and Spalding County. During the development of the program and strategies, various city and county departments, citizens and other stakeholder shall be consulted via a survey or focus group. A host of bicycle safety and education programs specifically geared to the study area should be included within the plan. The consultant team shall also recommend generalized needs for law enforcement facilities, personnel, equipment, and training required to maintain the safety of on-road and off-road bicycle and pedestrian facilities.

Recommendations must include at a minimum:

- All items summarized in the above paragraph.
- Goals, polices, and objectives to guide planning and implementing bicycle and pedestrian projects in the community.
- Potential bike routes that include links to other modes of transportation, including bus and rail service, pedestrian connections and park and ride lots.
- Bicycle and pedestrian facilities that build upon Atlanta and Three Rivers regional networks
- Recommended pedestrian education and encouragement programs, including Safe Routes to School program guidance.
- Pedestrian design guidelines, including a table of design criteria that considers roadway functional classification
- ADA compliance recommendations for bicycle and pedestrian facilities
- Recommended bicycle and pedestrian improvements to include a detailed description of each project and estimated cost.
- Existing and potential public and private funding sources.
- A prioritized implementation plan, including cost estimates, recommended phasing for projects, ongoing maintenance needs, and existing and potential funding sources
- Opportunities to coordinate the plan with other local, regional, state and federal programs that provide incentives for walking and bicycle commuting.

- Up to four low cost, high visibility/high impact projects that can be completed within 6 - 12 months of adoption.

Recommendations shall be developed in a consultative environment involving the public and key stakeholders. Recommendations shall be presented to the public and the stakeholders for review and comment prior to final documentation.

*Task 3 Deliverable: The recommendations for Task 3 will be incorporated into the Task 4: Draft and Final Documentation deliverables. The draft recommendations will be presented to the Griffin-Spalding County CTP Project Manager for distribution and review.*

*Task 4: Draft and Final Documentation*

The consultant team will utilize community and staff input and the information collected and developed as part of Tasks 1,2 and 3 to develop a draft and final version of the Bicycle, Pedestrian and Greenway Plan Element. The draft and final documents will be distributed to the Griffin-Spalding County CTP Project Manager and subsequently to the Bike-Ped Advisory Committee and technical committee for review and comment prior to being presented to the public..

As a final product, up to five hard copies and up to 20 CDs containing electronic copies of the Griffin-Spalding Bicycle, Pedestrian and Greenway Plan must be provided to the county.

The plan shall include a 5-year constrained project action plan with Bicycle, Pedestrian and Greenway projects and strategies ranked by priority with funding sources included. The fund sources shall include local, state, and federal funds (showing local match as feasible). The action plan will also include a list of actions that must take place to move the recommended projects and strategies forward. The final report must also include a financially unconstrained project listing by project type, ranked by priority including projects that are underway, short range, mid-range and long range (20-year). Potential private and non-profit funding sources should also be identified.

All documents should be sent directly to the County CTP Project Manager. Final copies should be forwarded in hard copy and electronic format. Plan documents must be provided in editable format (i.e. Microsoft, Word, Excel, ESRI Shapefile (.shp), etc. GIS shapefiles must conform to the City of Griffin, Spalding County and ARC data standards. Electronic format of copies will be in Adobe Acrobat for distribution purposes. In addition to the formats noted, if consultants utilize any other file format, a copy of the document in that format will also be submitted. (i.e. Adobe InDesign, etc.).

Final documentation shall be presented to the applicable governing body (or bodies) for approval.

At a minimum, the documentation will include:

- A comprehensive, standalone Griffin-Spalding Bicycle, Pedestrian and Greenway Plan
- A Capital Improvement Plan from 1-10 years which includes cost estimations, as well as phase options.
- A customized bicycle, pedestrian and greenway facilities brochure to include a suitability rating and color coding for all on street bicycle facilities.
- Plan will also detail staffing, maintenance and patrolling requirements of the off-road network.
- GIS base map and description of existing and proposed land use and settlement patterns which shall include, but not be limited to, locations of residential neighborhoods, schools, shopping centers, public buildings, and major employment centers.
- GIS base map and description of existing and proposed bicycle facilities.
- GIS base map and description of existing and proposed pedestrian facilities.
- A combined map that illustrates all existing and proposed bicycle, pedestrian and greenway facilities, including connections to major destinations.

*Task 4 Deliverable:*

- *One (1) hard copy and one (1) electronic copy of the Draft Bicycle, Pedestrian and Greenway Plan*

- *Up to five (5) hard copies and up to 20 electronic copies of the Final Bicycle, Pedestrian and Greenway Plan*
- *Source files (Word, Excel, GIS, Illustrator) for deliverables in this contract*

***Motion/Second by Flowers-Taylor/Hawbaker approving contract with RS&H for the Comprehensive Transportation Plan for Spalding County and the cities of Griffin, Orchard Hill and Sunnyside. Motion carried unanimously by all.***

3. Consider approval of contract with Griffin-Spalding School System for conducting municipal elections.

INTERGOVERNMENTAL CONTRACT FOR  
CONDUCTING OF MUNICIPAL ELECTIONS BETWEEN  
THE GRIFFIN-SPALDING SCHOOL SYSTEM, AND  
SPALDING COUNTY GEORGIA

THIS AGREEMENT, made and entered this 2<sup>nd</sup> day of February, 2015 by and between the School System, a body politic organized and existing under the laws of the State of Georgia ("the Griffin-Spalding"), and SPALDING COUNTY, a political subdivision of the State of Georgia ("the County"), provides as follows:

WHEREAS, O.C.G.A. § 21-2-50 specifically allows any county and body politic located wholly or partly within such county to contract for the county to, among other things, conduct School System elections in the same manner as county elections. This instrument shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. Each of the parties hereto covenants that it has the requisite legal authority to do all things necessary, convenient and expedient to carry out the obligations and responsibilities herein set forth. Furthermore, for the term of this agreement, all parties agree to exercise good faith and best efforts to adequately and properly perform under the terms of this contract. The parties do further covenant and agree to cooperate fully with the spirit and intent of this contract; and

WHEREAS, the School System desires that Spalding County conduct school board elections for the school board; when the only issues on the ballot are School System issues (herein referred to as "special elections"); and

WHEREAS, the School System desires that the County serve as Superintendent for all special school elections.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein made, the receipt, adequacy and sufficiency of which are mutually acknowledged, the parties agree to be bound, each unto the other, as follows:

ARTICLE 1.

LEGAL AUTHORITY

Section 1.1 The Official Code of Georgia Annotated Section 21-5-50 specifically authorizes this contract. This instrument shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia, and shall constitute a general obligation to which its full faith and credit is hereby pledged, including, if necessary, the levy of ad valorem taxes. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication.

Section 1.2 For the term of this agreement, all parties agree to exercise good faith and best efforts to adequately and properly fund such undertakings, including the exercise of power

to establish, levy and enforce reasonable rates, fees and charges for the services contemplated to be provided.

Section 1.3 By entering into this contract, the parties agree that the School System acquires no property rights or ownership in any assets or facilities of the County, nor does the County acquire any property rights or ownership in any assets or facilities of the School System.

## ARTICLE 2

### TERM OF AGREEMENT

Section 2.1 This agreement shall become effective at 12:01 A.M. on the 1<sup>st</sup> day of January, 2015 and shall terminate at midnight on \_\_\_\_\_, 20\_\_ . It

is expressly agreed that there shall be no interim termination of the term of this agreement, unless:

- a. both parties, mutually find and agree to do so; or
- b. except as otherwise provided in Article 2.5, herein.

Section 2.2 Given the intent of the parties to enforce this agreement as a binding obligation for the full term stated, except as otherwise specified herein, and in consideration of the unique relationship herein created and established, upon which both parties are entitled to justifiably rely, it is expressly agreed that in the event of an alleged breach of future performance by any party, the judicial remedy available to the parties shall be by "complaint for declaratory judgment and specific performance" filed in the Superior Court of Spalding County, Georgia, and the parties hereby waive any right to raise defenses relating to lack of actual controversy or lack of uniqueness of the underlying relationship.

Section 2.3 To the extent allowable by law, the parties agree that should such an action be

filed, the filing party shall be entitled to petition said court for expedited handling, including shortening of the statutory periods involved for response, discovery and trial. Upon the filing of such action, the parties consent to the entry of automatic interim injunction to maintain the status quo pending outcome of the proceedings.

Section 2.4 It is the intention of the parties that any action be resolved by means of a "bench trial" conducted by the judge regularly assigned to such case, and the parties expressly waive the right to trial by jury, it being the intention of all parties that any disputes arising hereunder be resolved equitably giving primary consideration to the enforcement of this contract to its fullest extent.

Section 2.5 This agreement may be terminated by either party by giving 90 days written notice of its intent to terminate the contract to the other party. The termination shall be effective at the end of the calendar year in which such written notice is given.

## ARTICLE 3.

### COUNTY TO CONDUCT ALL SCHOOL SYSTEM ELECTIONS

Section 3.1 Throughout the term of this contract, it is agreed by the parties that Spalding County shall conduct all special elections held by the School System pursuant to O.C.G.A. § 21-2-40 et seq., and that the County shall perform all duties as superintendent of elections as specified therein. Spalding County's obligation hereunder shall commence on January 1, 2015.

## ARTICLE 4.

### EXPENSES

The parties agree that there are expenses which will be incurred by the County to conduct such special elections. However, anticipating the actual cost is difficult and therefore the parties agree that the School System shall reimburse the County for all expenses incurred. The best estimated cost of the election are attached hereto as Exhibit "A". Both parties

acknowledge that this is simply an estimate based on the best information available and that the actual cost may be different. Whatever costs are incurred by the County, the School System will promptly reimburse the County upon request.

ARTICLE 5.

PAYMENT OF COSTS

The School System, in accordance with O.C.G.A. §§21-2-45 and 21-2-50, will appropriate such funds as are necessary and shall pay to the County all costs incurred for the conduct of School System special elections and for performance of the duties of the superintendent in conjunction with such elections, including, but not limited to, those set out in O.C.G.A. § 21-2-71, and as amended in state law.

ARTICLE 6.

Future amendments should be limited to matters of material significance affecting the relationship herein established, giving as broad an interpretation as possible to the spirit and intent of this contract when resolving any conflicts that may hereafter arise.

ARTICLE 7.

For purposes of interpretation, all terms used in this contract shall have their common and usual meaning or significance, unless such term is a term of art, in which event it shall have such meaning as may be assigned thereto. When statutes or regulations require specific acts to be performed, or dictate the manner of performance, such specifications shall be deemed the minimum standard governing such performance.

ARTICLE 8.

INSURANCE

Section 8.1 Each party covenants that at the time of execution of this contract, each party has comprehensive liability insurance coverage (or its equivalent through either a program of self-insurance or by participation in an interlocal risk management agency) in an amount not less than \$1,000,000.00 per occurrence, which coverage and amount shall be maintained throughout the duration of this contract, in as broad a form as possible, providing the entity with a defense and payment of resulting judgments from claims reasonably anticipated or risks likely foreseeable to occur out of the duties and responsibilities herein undertaken.

ARTICLE 9.

MODIFICATION EXECUTION TERMINATION OF PRIOR CONTRACTS

Section 9.1 Upon execution of this contract by both parties, in duplicate, a fully-executed original shall be spread upon the minutes of the parties as evidence of its existence. A certified copy by the designated officer of either party shall be fully admissible in lieu of an original in any legal proceeding at which the existence and enforceability of said contract is in issue.

Section 9.2 No modification or amendment of this contract shall be effective unless in writing, approved by all parties, executed by their duly-authorized officers, and spread upon the minutes of the respective parties.

Section 9.3 It is the intention of the parties that this writing represents the full and complete understanding and agreements of the parties to the various matters specifically treated and no further negotiations, amendments or modifications are contemplated at time of execution hereof.

By: \_\_\_\_\_  
Griffin-Spalding School System

By: \_\_\_\_\_  
Spalding County, a political  
Subdivision of the State of Georgia

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Attest

**COST OF CONDUCTING COUNTY-WIDE ELECTION  
E-SPLOST**

Paper ballot printing	\$1,500	*
Postage (ballots & correspondence)	\$500	*
Poll workers (early voting, election day & night)	\$8,700	*
Supplies	\$50	*
Notices to GDN (L&A)	\$120	*
Rent (County Line Road Methodist Church)	\$100	
Time in excess of 24/week for part-time employees	\$2,000	*
Moving voting machines (Const. & Maint.)		
For programming	\$145	**
Polling places-delivery & pickup	\$1,775	**
Tables/chair delivery/pickup (Parks & Rec.)	\$284	**
Park supervisors on election day (Parks & Rec.)	\$203.00	**
	<b>\$15,377</b>	

\* estimate

\*\* includes benefits, etc. for involved personnel

***Motion/Second by Ray/Flowers-Taylor approving contract with Griffin-Spalding School System for conduction of municipal elections. Motion carried unanimously by all.***

4. Consider approval of the lease agreement from the Department of Human Resources – Department of Family and Children Services for their offices at 411 East Solomon Street, Griffin, GA 30223.

***Motion/Second by Flowers-Taylor/Miller approving the lease agreement from the Department of Human Resources – Department of Family and Children Services for their offices at 411 East Solomon Street, Griffin, GA 30223 for the next five (5) years. Motion carried unanimously by all.***

5. Consider authorizing the County Attorney to work with our local legislative delegation to introduce local legislation to increase the Spalding County Hotel/Motel tax to 8%.

### **A RESOLUTION**

Be it resolved by the Board of Commissioners of Spalding County, that a request be made to the legislative representatives of Spalding County to introduce local legislation in the General Assembly, which would permit Spalding County to charge an eight (8%) excise tax on rooms, lodging and accommodations.

IT IS SO RESOLVED this 16<sup>th</sup> day of February, 2015.

\_\_\_\_\_  
Chairman, Rita Johnson

\_\_\_\_\_  
Attest, Clerk of County Commissioners

***Motion/Second by Flowers-Taylor/Miller authorizing the County Attorney to work with our local legislative delegation to introduce local legislation to increase the Spalding County Hotel/Motel tax to 8% contingent upon City's increase to 8% as well. Motion carried 4-1 (Ray).***

6. Consider cancellation of the April 20, 2015 Board of Commissioners meeting.

***Motion/Second by Ray/Flowers-Taylor to table considering cancellation of the April 20, 2015 Board of Commissioners meeting until March 3rd meeting. Motion carried unanimously by all.***

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

- Mr. Wilson advised that Kathy Gibson was in Athens attending Clerk's Training. Thanks to Cindy McDaniel for covering this morning's workshop and tonight's meeting.
- Mr. Wilson advised that our new Chief Tax Appraiser, Donald Long, was in attendance tonight.
- Mr. Wilson advised that our new Assistant County Manager, Eric Moseley, will start to work on Monday, February 23rd.

### **XII. REPORT OF COMMISSIONERS**

#### **Commissioner Hawbaker**

- Commissioner Hawbaker advised he continues to be annoyed by HB170. If gas taxes are raised in Georgia, it is not being done willingly by this Board.
- Commissioner Hawbaker reminded the Board that today is President's Day as observed in other States and by the Federal Government, but technically it is not observed in the State of Georgia. He further stated that Presidents Day is actually observed on December 24<sup>th</sup> in the State of Georgia that is actually why State Offices are closed on December 24<sup>th</sup>.

#### **Commissioner Flowers-Taylor**

- Commissioner Flowers-Taylor asked who decides in Georgia, or is it a state law, that President's Day is celebrated the day before Christmas.

- Commissioner Flowers-Taylor applauded the new editor at the GDN's on a job well done. Commissioner Flowers-Taylor stated she liked the pictures and the articles that are being published.
- Commissioner Flowers-Taylor advised Ms. Daniell when contacting the County on a matter to please get the county employee's name and contact information. The behavior of the employee Ms. Daniell talked with is unacceptable for the County.
- Commissioner Flowers-Taylor advised Mr. Southerland that a workshop is being scheduled on the Substandard Housing Ordinance and will be addressing infractions he addressed earlier. Commissioner Flowers-Taylor invited Mr. Southerland to attend this workshop. Commissioner Flowers-Taylor asked if the County could impose an additional fine in addition to the fine paid when an issue goes to court.

#### **Commissioner Ray**

- Commissioner Ray advised he has spoken with Sheriff Beam and County Manager Wilson about scheduling a workshop to have someone from the Sheriff's Department to come and speak with the Board about gang information in the County as well as the City.
- Commissioner Ray asked if anyone had reviewed the handout Terry Collings had distributed regarding required ethics filings. He recommended everyone visit the website and advised it is very user friendly.

#### **Commissioner Miller**

- Commissioner Miller asked County Manager Wilson is there was anything that could be done to have the trash picked up on Highway 16 West. Commissioner Miller stated the state advised him they had no one to pick up the trash.  
County Manager Wilson advised he had spoken with Warden Humphrey about the trash problem and Warden Humphrey is working on a special detail to pick up trash on state routes. County Manager Wilson advised trash is bad on all state route right-of-ways.
- Commissioner Miller stated he has visited the location on Gainer Road and has seen the problem with the dogs and other issues on this property.
- Commissioner Miller advised County Manager Wilson that ACCG is not doing their job. Commissioner Miller advised he had taken an on-line course in November and ACCG cannot find his information. If ACCG does not get this straightened out, Commissioner Miller recommends Spalding County not spend any more money with them.

#### **Chairman Johnson**

- Chairman Johnson stated she had attended the GRPA lunch with Parks and Recreation. There were over 80 Parks and Recreation attendees from all over the State of Georgia here to attend class at UGA.
- Chairman Johnson extended her congratulations on the issuance of the proclamation to declare February 16th – 20th as Small Business Week.

### **XIII. CLOSED SESSION – None.**

**XIV. ADJOURNMENT**

***Motion/Second by Ray/Miller to adjourn. Motion carried unanimous. Meeting adjourned at 7:06 p.m.***

/s/ \_\_\_\_\_  
Rita Johnson, Chairman

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