

MINUTES

The Spalding County Board of Commissioners held their Regular Meeting in Room 108 in the Courthouse Annex, Monday, February 2, 2015, beginning at 6:00 p.m. with Chairman Rita Johnson presiding. Commissioners Bart Miller, Raymond Ray, Gwen Flowers-Taylor and Donald F. Hawbaker were present. Also present were County Manager William P. Wilson Jr., County Attorney, Jim Fortune, Administrative Services Director, Jinna Garrison, Superintendent of Parks, T.J. Imberger, Superintendent of Recreation, Kelly Leger and Kathy Gibson, Executive Secretary to record the minutes.

- I. **OPENING (CALL TO ORDER)** by Chairman Rita Johnson.
- II. **INVOCATION** led by Commissioner Raymond Ray.
- III. **PLEDGE TO FLAG** led by Commissioner Bart Miller.

William Wilson, County Manager, then introduced Mr. Don Long who is the new Chief Appraiser. Mr. Wilson stated that he comes to Spalding County from Thomas County where he held the office of Chief Appraiser for 7 1/2 years.

Commissioner Ray requested that the Agenda be amended to include an Item #17 under New Business to consider acceptance of deed from the Griffin-Spalding County Development Authority for partial right-of-way of "The Lakes Parkway" to allow for construction of a natural gas main line to serve Otsuka Chemical Company, Ltd.

Motion/second by Ray/Flowers-Taylor to amend the agenda to include an Item #17. Motion carried unanimously by all.

IV. **PRESENTATIONS AND PROCLAMATIONS**

1. Consider approval of a Proclamation celebrating the Centennial Anniversary of Kiwanis International and proclaiming Wednesday, January 21, 2015 as Kiwanis International Day in Spalding County.

Proclamation

Kiwanis International Centennial Anniversary

WHEREAS: Kiwanis International is a global organization of volunteers dedicated to changing the world one child and one community at a time, with the belief that children are the future and, when you give a child the chance to learn, experience, dream, grow, thrive, and succeed, great things will happen; and

WHEREAS: The first Kiwanis club started its service in Detroit, Michigan, USA, in 1915 and Kiwanis International celebrates its Centennial Anniversary of the founding of the Detroit Kiwanis Club No.1; and

WHEREAS: Kiwanis International is one of the largest service organizations in the world with more than 600,000 members of all ages and abilities in more than 80 nations; and

WHEREAS: The members of Kiwanis Club of Griffin are devoted to improving the lives of families in the community by seeking "primacy to the human and spiritual, rather than the material

values of life", and providing service that will continue to have a positive effect on our community and citizens; and

WHEREAS: In addition, Kiwanis Club members promote the development of community leaders, positive role models, intercultural understanding and cooperation, and opportunities for fellowship, personal growth, professional development, and community service; and

NOW, THEREFORE

BE IT RESOLVED I, Rita Johnson, Chairman of the Spalding County Board of Commissioners, Griffin, Georgia, do hereby proclaim Wednesday, January 21, 2015, as "Kiwanis International Day" celebrating the 100th Anniversary of Kiwanis International, and do hereby call upon all citizens of Spalding County to recognize the charitable contribution of the Kiwanis Club of Griffin and to make themselves aware of Kiwanis International, whose members this day are providing meaningful service to our homes, schools, and community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the County to be affixed this, the 2nd day of February, in the year of our Lord, two thousand fifteen.

Rita Johnson, Chairman

William P. Wilson, Jr., County

Motion/Second by Ray/Flowers-Taylor approving a Proclamation celebrating the Centennial Anniversary of Kiwanis International and proclaiming January 21, 2015 as Kiwanis International Day in Spalding County. Motion carried unanimously by all.

2. Miller Edwards IV of Mauldin & Jenkins LLC to present the June 30, 2014 Comprehensive Annual Financial Report.

Miller Edwards of Mauldin & Jenkins then reviewed the findings of the June 30, 2014 Audit of the Spalding County financials. Mr. Edwards stated that not every government in the State does a Comprehensive Annual Financial Report (CAFR). He further stated that Spalding County goes above and beyond what is required when preparing their financials.

Mr. Edwards advised that the County has received a clean audit opinion, or an unmodified audit opinion which means that the auditors believe the financials do represent the results of operation and the financial position of the County and its' component units fairly.

Mr. Edwards advised that the County needs to start looking at slowing increasing the fund balance. Currently the fund balance is at approximately 20-25 days that amount needs, on a minimum, to be at three to four months. If the county wants to continue to be proactive, attracting businesses and attracting people to move to this county, that fund balance is going to have to move back up. Mr. Edwards then suggested that the county

should look at a five year plan for increasing the fund balance to at least two months and if possible more.

Mr. Edwards stated that in the compliance reports it should be noted that the audit had no findings this means that the audit revealed no material weaknesses, nor significant deficiencies. There were two findings last year and those two matters have been addressed and properly resolved. He was happy to say there is nothing to write the County up about regarding better controls or a need for following the rules and regulations as established.

V. PRESENTATION OF FINANCIAL STATEMENTS

Consider approval of financial statements for the five months ended November 30, 2014 and the six months ended December 31, 2014.

Motion/Second by Flowers-Taylor/Ray to approve the financial statements for the five months ended November 30, 2014 and the six months ended December 31, 2014. Vote carried unanimously by all.

VI. CITIZEN COMMENT

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

Spoke in favor of Georgia Elite:

Michael Bowman, 834 Pamela Drive, Griffin, GA
Tyrone Williams, 712 Euel Drive, McDonough, GA
Kennerd Turner, 466 Buckboard Lane, Griffin, GA
Cedric Moses, 1900 North Hill Street, Griffin, GA

Spoke in favor of South Atlanta Youth Association:

Donald Driver, 534 Moore Street, Griffin, GA
Norma Cline, 411 Harkness Road, Jackson, GA

Ms. Jewel Walker-Harps, 103 McEthel Drive, Griffin, GA. Ms. Walker-Harps stated that she is President of the Griffin Branch of the NAACP. Ms. Harps stated that she is concerned at the direction the County appears to be going in supplying sewer service to the north side of town. Ms. Walker-Harps stated that this issue has been going on for at least 30 years. She stated that there has been numerous meetings with the City and the County on this matter and that in the 2008 SPLOST they felt that they were on their way to receiving affordable sewer service on the north side of town and now it appears we are going to go back to square one. She further stated "We expect you to fix this matter."

VII. MINUTES

1. Consider approval of the Minutes for the January 5, 2015 Regular Meeting, the January 5, 2015 Executive Session, the January 16, 2015 Work Session, the January 22, 2015 Public Zoning Hearing and the January 24, 2015 Commissioner's Planning Retreat.

Motion/Second by Ray/Miller to approve the Minutes for the January 5, 2015 Regular Meeting, the January 5, 2015 Executive Session, the January 16, 2015 Work Session, the January 22, 2015 Public Zoning Hearing and the January 24, 2015 Commissioner's Planning Retreat. Motion carried unanimously by all.

VIII. CONSENT AGENDA

1. Consider on second reading approval of an ordinance amending the fiscal year 2015 budget ordinance to provide for donations for construction of a disk golf course at Wyomia Tyus Olympic Park.

**AN ORDINANCE AMENDING THE
FISCAL YEAR 2015 BUDGET ORDINANCE
FOR
SPALDING COUNTY, GEORGIA**

WHEREAS, the Board of Commissioners of Spalding County have duly adopted an annual budget ordinance for the 2015 Fiscal Year pursuant to the requirements of Title 36, Chapter 81 of the Official Code of Georgia, and Section 2-5003 of the Code of Spalding County; and

WHEREAS, the Official Code of Georgia, specifically Title 36, Chapter 81-3, provides that said Board might amend its annual budget ordinance so as to adapt to changing governmental needs during the fiscal year.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners that the annual budget ordinance as approved, adopted and enacted on second reading on June 26, 2014 be amended as follows:

Section 1. General Fund

A. Revenues

Miscellaneous Revenue From \$1,422,180 to \$1,430,280

B. Expenditures Parks From \$1,789,843 to \$1,797,943

Approved on first reading this 5th day of January, 2015.

Approved, adopted and enacted on second reading this 2nd day of February, 2015.

Chairman

County Manager

Mr. Wilson and Mr. Fortune advised that both of the items on the Consent Agenda be considered at the same time if no one had an objection. The Board agreed to address both items on the Consent Agenda at the same time.

2. Consider approval on second reading: Application #14-06Z: Mabbett Family Limited Partnership, Owners - 300 Airport Road (0.14 acre located in Land Lot 116 of the 2nd Land District) - requesting a rezoning from R-1, Single Family Residential Low Density, to C-1 Highway Commercial.

Motion/Second by Ray/Flowers-Taylor to the consent agenda as presented. Motion carried unanimously by all.

IX. OLD BUSINESS

1. Lift from the table consideration of an appointment to the Region IV Emergency Medical Services Advisory Council to replace Jeff Head whose term expired on June 30, 2014.

Motion/Second by Flowers-Taylor/Ray to lift from the table consideration of an appointment of an appointment to the Region IV Emergency Medical Services Advisory Council to replace Jeff Head whose term expired on June 30, 2014. Motion carried unanimously by all.

2. Consider appointment to the Region IV Emergency Medical Services Advisory Council. To succeed Jeff Head for a two year term ending June 30, 2016.

William Wilson, County Manager, advised that John Hamilton, of the City of Griffin Fire and Rescue has expressed his desire to serve on this Council as the City of Griffin's representative.

Motion/Second by Flowers-Taylor/Miller to appoint John Hamilton to the Region IV Emergency Medical Services Advisory Council for a term of 2 years to expire on June 30, 2016. Motion carried unanimously by all.

X. NEW BUSINESS

1. Consider approval of final plat for Sun City Peachtree Subdivision - Pod 29B.

Mr. Wilson advised that Pod 29B has been reviewed by the Community Development Department and by the Public Works Department all departments have recommended the acceptance of the final plat.

Motion/Second by Ray/Flowers-Taylor to approve the final plat for Sun City Peachtree Subdivision, Pod 29B. Motion carried unanimously by all.

2. Consider acceptance of the Right-of-Way Deeds for roads in Pod 29B (Sun City Peachtree Subdivision).

Mr. Wilson stated this is for the streets within Pod 29B, have been reviewed by all departments and recommendation is to accept the deed.

Motion/Second by Flowers-Taylor/Miller to accept the Right-of-way Deed the roads in Pod 29B (Sun City Peachtree Subdivision). Motion carried unanimously by all.

3. Set a date for a Public Hearing to establish as street lighting districts for Sun City Peachtree - Pods 29B and 31C.

Mr. Wilson advised that staff is recommending February 16, the next meeting as the date to hold the Public Hearing on street lighting districts for Sun City Peachtree – Pods 29B and 31C.

Consensus of the Board was to hold the Public Hearing at the next regularly scheduled meeting of the Board of Commissioners which will be Monday, February 16, 2015.

4. Consider recommendation of the Parks & Recreation Advisory Commission to transfer the youth football program to the South Atlanta Youth Association.

Motion/Second by Ray/Flowers-Taylor to have the South Atlanta Youth Association to continue to shadow the Spalding County Parks and Recreation Department for another year and at the end of the year an RFP would be issued in order to determine who will be awarded the program.

Commissioner Hawbaker expressed his concern regarding questions in the budgeting for the football program by South Atlanta Youth Association. He stated that he would support the motion as stated and would like to see an RFP issued for these services at the end of the year.

Commissioner Flowers-Taylor also stated that she has some concerns with regard to the differences in budgeted items reflected by the South Atlanta Youth Association and the actual costs that the Spalding County Recreation Department has presented to the group for the program. Commissioner Flowers-Taylor also stated that she would like to see a contract developed between Parks and Rec and the South Atlanta Youth Association that would allow the Association to fund raise for the upcoming season, but also provide for the Parks and Recreation Department to guide SAYA as they move forward through the season. Commissioner Flowers-Taylor then rescinded her second to the motion as she stated she did not agree with the issue of an RFP at the end of the year.

Motion/Second by Ray/Hawbaker to have the South Atlanta Youth Association to continue to shadow the Spalding County Parks and Recreation Department for another year and at the end of the year an RFP would be issued in order to determine who will be awarded the program. Motion failed by a 2/3 vote (Flowers-Taylor/Miller/Johnson).

Motion/Second by Flowers-Taylor/Miller to table a decision pending a hybrid agreement between South Atlanta Youth Association and Spalding County Parks and Recreation can be drawn and presented to the Board for consideration at the March 2nd, 2015 Regular Meeting of the Board of Commissioners. Motion carried unanimously by all.

5. Consider recommendation from the Parks & Recreation Advisory Commission for the Parks & Recreation Department to partner with the AMBUCS Club to host a Kickball League.

Mr. Wilson advised that kickball would be an additional service that the County would provide, so he has asked Parks & Recreation to

advise how the program would be administered in association with Ambucs.

Kelly Leger advised that the program would be open to individuals over sixteen years of age. The program would be operated by the Parks and Recreation Department, the leagues could be Church, leagues could be open, they could be family, business and will be co-ed. They have had a number of people contact their office requesting that this service be added. She further stated that they have looked at other communities that offer kickball and it is extremely successful and very popular. Ms. Leger advised that the communities that offer this program are seeing their parks open on Sunday evenings, filled with families, fellowship and having a lot of fun.

Motion/Second by Ray/Miller to approve the recommendation from the Parks & Recreation Advisory Commission for the Parks & Recreation Department to partner with the AMBUCS Club to host a Kickball League for 2015. Motion carried unanimously by all.

6. Consider approval of Portable Restroom Trailer Use Policy as recommended by the Parks & Recreation Advisory Commission.

Mr. Wilson advised that as discussed during the work session this morning the Park and Recreation Advisory Commission and Main Street recommended the policy. He also advised that there is a memo provided to the Commissioners from T.J. Imberger requesting that Southern Crescent Technical College and the Industrial Development Authority be added to the approved agency list.

Commissioner Flowers-Taylor expressed her concern over the amount that is being charged for park rental, combined with an added cost for the portable restrooms making the Park @ 6th cost prohibitive for most individuals. She also expressed her concerns over the number of agencies who can utilize the Park @ 6th at no cost.

PORTABLE RESTROOM TRAILER USAGE POLICY

The Portable Restroom Trailer Policy will allow the following approved entities to utilize the portable restroom trailers at no charge for their sponsored events and approved programs:

- Spalding County
- City of Griffin
- Griffin-Spalding Schools
- City of Griffin Main Street
- Griffin-Spalding Chamber of Commerce (as approved by the Spalding County BOC)
- University of Georgia/Griffin Campus

If the above entities sponsor an event that benefits a non-profit organization, the organization must be based within Spalding County to receive the portable restrooms at no charge. All other non-profit

organizations will be charged the appropriate assessed fee.

All requests for usage shall be made through the County Manager's office. Usage Fee:

- \$100 4hr/half day rental
- \$200 8h/full day rental

The usage fee will cover the set-up, opening, periodic maintenance, and closing of the restroom units. Additional time accumulated beyond the rental (4hr/hr) may be charged an actual usage rate fee, unless waived by the Spalding County Board of Commissioners.

Park at Sixth lessees may elect to utilize up to 2 port-a-johns at no additional cost added to their rental fee if they do not wish to pay the usage fee for the portable restroom trailers.

Motion/Second by Ray/Hawbaker to approve a Portable Restroom Trailer Use Policy as recommended by the Spalding County Parks and Recreation and include the addition of Southern Crescent Technical College and the Industrial Development authority as additions to the agency list. Motion carried 3-2 (Miller/Flowers-Taylor).

7. Consider request of the Chamber of Commerce for a letter stating that Spalding County has no objection to the State granting a one-day alcohol license for the Annual Business at the Tee fundraising Golf Tournament to be held on April 13, 2015 at Sun City Peachtree.

Mr. Wilson advised that this is an annual event hosted by the Chamber of Commerce.

Motion/Second by Flowers-Taylor/Miller to approve the request of the Chamber of Commerce for a letter stating that Spalding County has no objection to the State granting a one-day alcohol license for the Annual Business at the Tee fundraising Golf Tournament to be held on April 13, 2015 at Sun City Peachtree. Motion carried unanimously by all.

8. Consider request from the Honor Our KIA Committee for use of the Park @ 6th for a US Flag display from May 17-26, 2015.

Motion/Second by Flowers-Taylor/Miller to approve the request of the Honor Our KIA Committee for use of the Park @ 6th for a US Flag display from May 17-26, 2015. Motion carried unanimously by all.

9. Consider appointment to the Griffin-Spalding Airport Authority.
 - (a) Post 1 to succeed Commissioner Raymond Ray for a term to coincide with their elective office.

Motion/Second by Miller/Hawbaker to reappoint Raymond Ray to the Griffin-Spalding Airport Authority Post 1 for a term to coincide with his elective office (December 31, 2018).

10. Consider appointments appointment of a Commissioner to the CERT Administrative Council to succeed Commissioner Samuel C Gardner.

Chairman Johnson appointed Commissioner Bart Miller to

the CERT Administrative Council.

11. Consider appointment to the Board of Elections to succeed William S. "Billy" McDaniel for a term to end December 31, 2018.

Mr. Wilson advised that the law that created the Board of Elections states that if certain events do not happen by certain days with representatives from both the Democratic and Republican Parties, then the Board of Commissioners has the authority to appoint a member to the Board of Elections.

Motion/Second by Flowers-Taylor/Miller to appoint Tammy Daniels to the Spalding County Board of Elections to succeed William S. "Billy" McDaniel for a term to end December 31, 2018. Motion carried unanimously by all.

12. Consider approval of the ZSI/Judicial Alternatives of Georgia, Inc. Probation Services Agreement for the Superior Court of Spalding County.

Mr. Fortune advised that this company has been used for some time by the Superior Court of Spalding County. He stated that both he and Judge Edwards had reviewed the contract and they have no problem with the Board approving this contract.

***ZSI/JUDICIAL ALTERNATIVES OF GEORGIA, INC.
PROBATION SERVICES AGREEMENT***

THIS AGREEMENT (this "Agreement") is entered into this 2nd day of February **2015**, by and between **ZSI/Judicial Alternatives of Georgia, Inc.**, a Georgia corporation with its principal place of business at 107 North 6th Street, Griffin, Georgia ("**ZSIJAG**") and **Hon. Christopher Edwards, Chief Judge, Superior Court of Spalding County, Georgia** ("the Court"), and is to be approved by the **Spalding County Board of Commissioners**, with its principal address at 119 East Solomon Street, Griffin, Georgia 30224, and is effective **2015**.

WHEREAS, the Court has determined that a present need exists for certain probation services;

WHEREAS, the Court is authorized to enter into this Agreement by Official Code of Georgia Annotated, Sections 42-8-100 through 42-8-108 and especially Section 42-8-100(g)(1), and by other laws and regulations to which the Court is subject; and

WHEREAS, **ZSI/JAG** is qualified and experienced in providing comprehensive professional services regarding probation supervision, fine collections, counseling, and other probation services for persons convicted of certain misdemeanors; and

WHEREAS, **ZSI/JAG** is registered as a private provider of probation services with the County and Municipal Probation Advisory Council, as required by Official Code of Georgia Annotated, Section 42-8-107(a)(1); and

WHEREAS, **ZSIJAG** is willing to provide such services to the Court in compliance with Georgia law, and in compliance with all standards and qualifications of the County and Municipal Probation Advisory Council; and

WHEREAS, the Court and **ZSI/JAG** agree that the terms and conditions of this Agreement apply to the services to be provided hereunder;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. RESPONSIBILITIES OF ZSIIJAG.

In consideration of the obligations of the Court and/or Spalding County, **ZSI/JAG** shall provide the following services.

- A. Compliance with Statutes and Rules.** **ZSI/JAG** shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the County and Municipal Probation Advisory Council.
- B. Records and confidentiality.** **ZSIIJAG** shall create and maintain individual files for each offender receiving services from **ZSI/JAG** in accordance with this Agreement. **ZSIIJAG** shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the judge of the court handling the case, the Department of Audits and Accounts, the County and Municipal Probation Advisory Council and upon transfer of probation supervision to the State, to the Georgia Department of Corrections, all subject to the requirements of the Georgia Open Records Act, §§ 50-18-70, et seq. Official Code of Georgia Annotated.
- C. Financial Records.** **ZSIIJAG** shall maintain financial records according to generally accepted accounting practices.
- D. Officer Qualifications and Training.** **ZSIIJAG** shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload. All probation officers shall be at least twenty-one (21) years of age and have the educational qualifications as required by Official Code of Georgia Annotated, Section 42-8-102. All probation officers shall also comply with the orientation and continuing education training required per annum under the same Code Section. No person who has been convicted of a felony will be employed by **ZSI/JAG** as a probation officer.
- E. Criminal History Check.** **ZSIIJAG** shall have a criminal history records check made of all probation officers, as well as all of its owners, operators, directors, agents, or employees who provide services to offenders, who have access to its records, who have face-to-face contact with offenders under supervision, or who have access to offender data, and certify the results to the County and Municipal Probation Advisory Council.
- F. Frequency of Contacts/Officer per Probationer Ratio.** **ZSIIJAG** shall manage caseload limits so as not to exceed 250 probationers per probation officer for low level supervision, 200 probationers per probation officer for standard level supervision, and 150 probationers per probation officer for maximum/high level supervision. Low level supervision includes probationers required to have one face-to-face contact per month with a probation officer, but will be required to make weekly or bi-monthly payments to an accounting clerk. Standard level supervision includes probationers required to have face-to-face contact bi-monthly with a probation officer, and could be required to make weekly payments to an accounting clerk. Maximum/high level supervision includes those

probationers who are required to have face-to-face contact with a probation officer on a weekly basis, and required to submit to random drug screens.

G. Location. ZSIIJAG shall provide a probation office within the limits of Spalding County, for meeting with and the provision of services to probationers.

2. SCOPE OF SERVICES BY ZSIIJAG TO PROBATIONERS.

ZSI/JAG shall provide the following services, as appropriate to each case, to probationers referred by the Court.

A. Court Attendance and Probationer Case History. During court sessions, **ZSI/JAG** shall have probation staff members attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At the initial meeting, the probation officer will also provide a record of all court cost and fees to be paid by the probationer.

B. Supervision. ZSI/JAG shall monitor and supervise probationers to ensure compliance with the Court's order of probation. **ZSIIJAG** shall make a supervision assessment of the offender and determine the probationer's reporting schedule. Offenders determined by the court to be indigent shall be supervised at no cost to the probationer or the Court or Spalding County.

C. Restitution/Fine/Fee Collection. ZSI/JAG shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. **ZSI/JAG** shall provide an itemized bill prepared in accordance with accepted accounting practices for each month for each probationer.

All partial payments collected from probationers will be apportioned in such a manner that no payment will ever result in less than fifty (50%) of said partial payment being deposited into the Court's Fines and Fees Account.

D. Community Service. ZSI/JAG shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. **ZSIIJAG** will maintain records of service participation.

E. Employment Assistance. ZSIIJAG shall prepare referrals and lend reasonable assistance to probationers either to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.

F. Drug/Alcohol Screening. ZSIIJAG shall coordinate with local authorities and facilities, for evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health treatment or psychological counseling, or educational programs mandated by the Court and shall require probationers' compliance. **ZSIIJAG** shall conduct drug and alcohol screens as determined necessary by the Court. Probationers shall be responsible for the costs of all drug or alcohol screens and testing.

G. Cognitive Based Programs. ZSIIJAG shall provide the following intervention, rehabilitation or educational programs: Domestic Violence, Anger Management, Responsible Behavior, Financial

Management, Parenting, and Job Preparedness. **ZSI/JAG** may charge and collect appropriate fees from probationers for these programs in accordance with the Fee Schedule attached hereto as Exhibit "A," and incorporated by reference herein. A copy of Exhibit "A" shall be provided to probationers at orientation or at a time as soon as possible following the Court's order of attendance.

H. Electronic Monitoring. **ZSI/JAG**, when so ordered, shall provide and operate a system of electronic monitoring. **ZSI/JAG** may charge probationers for monitoring in accordance with the Fee Schedule attached hereto as Exhibit "A," and incorporated by reference herein.

I. Reports of Probation Violations. **ZSI/JAG** shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide **ZSI/JAG** with direction of what constitutes a substantial failure to comply with probation terms and conditions. **ZSI/JAG** shall prepare probation violation warrants and orders for submission to the Court. **ZSI/JAG** shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. Minor violations of probation although not cause for revocation shall be included in the regular reports made to the Court under this Agreement. This Court shall provide **ZSI/JAG** direction as to what curative measures should be taken in the case of minor violations.

3. REPORTS TO COURT.

ZSI/JAG shall provide written reports monthly to the Court listing the services rendered and provide such other reports as may be requested by the Court during the period of this Agreement which may include but are not limited to statistical reports, caseload data, and other records documenting the identity of the probationer, the status of each probationer's case, the services provided, and the monies collected. Monthly reports will be delivered to the Court on or before the 10(th) day of the following month. **ZSI/JAG** shall provide personal history, employment data, and location information to Court and law enforcement as necessary in tracking probation violators.

4. TENDER OF COLLECTIONS.

ZSI/JAG shall tender to the Clerk of the Court a report of collections of all fines, fees, and costs collected during the month from probationers by 10 (th) day of the following month. Restitution shall be paid to the victim by the 10 (th) day of the month following collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk. In the event **ZSI/JAG** cannot locate the victim, payment shall be made to the Clerk of Court. **ZSI/JAG** will disburse all collected court-ordered fines, fees, and cost to the Clerk of Court by check or electronic transfer.

5. ACCESS TO ZSI/JAG RECORDS.

Upon fifteen (.12) business days written notice **ZSI/JAG** shall provide to the Court access to all books, records, correspondence, receipts, vouchers, memoranda, and financial information (excluding computer software) pertaining to the services rendered under this Agreement for any purpose including but not limited to conducting or reviewing a complete fiscal or program audit for any fiscal or calendar year. Additionally, records shall be available for inspection in accordance with Official Code of Georgia Annotated, Section 42-8-1 03(b).

6. GOOD BUSINESS PRACTICES.

ZSIIJAG shall not engage in any other employment, business or activity that interferes or conflicts with its duties and responsibilities under this Agreement and shall not allow its employees to do so. Furthermore, neither **ZSI/JAG** nor any of its officers, employees or agents shall lend any monies nor have personal or business dealings with a probationer under the supervision of **ZSIIJAG**.

7. OBLIGATIONS OF THE COURT AND/OR SPALDING COUNTY.

In consideration for the services of **ZSIIJAG**, the Court and/or Spalding County, shall provide the following services:

- A. Take appropriate steps to ensure that this Agreement shall be attached as an exhibit to the approval by the governing authority of Spalding County, Georgia, to privatize probation services.
- B. Refer appropriate cases to **ZSIIJAG** for community supervision.
- C. Utilize pre-trial supervision program, electronic house arrest program, and other programs and services if and when appropriate.

8. FEES.

Fees for the **ZSI/JAG's** supervision services shall be as set forth on the Fee Schedule which is attached hereto as Exhibit A, and which is expressly incorporated herein by this reference.

9. PAYMENT.

Supervision services shall be paid for by the Clients which are the subject of such Services. Clients shall pay the cost of supervision services and the equipment associated with such services, as well as such additional amounts which the Court may instruct **ZSIIJAG** to collect (such as restitution, court fines, costs and fees). As used herein, "Client" shall mean any person being supervised, participating in a class, wearing an electronic transmitter, or directly using any other **ZSIIJAG** service or equipment, in conjunction with Court ordered probation or supervision.

10. FINANCIAL OBLIGATION.

This agreement does not provide for any financial obligation from the Court or Spalding County, Georgia, to **ZSI/JAG**.

11. TERM.

Notwithstanding any provisions of this agreement to the contrary, this agreement shall terminate absolutely and without further obligation on the part of the parties at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as hereafter provided. This agreement and the obligation imposed upon the parties thereby shall, without the necessity of any action by the parties, be automatically renewed on January 1 of the year following termination, unless Spalding County, shall on or before November 1 of the previous year, have given written notice to **ZSIIJAG** of intent not to renew said agreement. Notice in writing to any agent or employee of **ZSIIJAG** who is discharging the duties of **ZSIIJAG** to Spalding County, shall be sufficient notice for purposes of this provision. It is the intent and purpose of this agreement as amended by this addendum that it shall be subject to the provisions of O.C.G.A. Section 36-60-13, and the provisions of said statute respecting duration and termination of the agreement are incorporated herein. In addition to the foregoing provision, any party may terminate this agreement without cause by giving written notice to the other parties specifying the date of termination, which shall be not less than ninety (90)

days from the delivery of notice to the other party.

12. TERMINATION.

A. With Cause. Either party may terminate this Agreement at any time for failure by the other party to perform or adhere to any material obligation undertaken pursuant to this Agreement after giving the other party thirty (30) days' prior written notice within which to cure such default. If such default is not cured within the thirty (30) day period, the party which gave the notice may terminate the Agreement at any time thereafter upon written notice to the other party.

B. Bankruptcy/Insolvency. Either party may terminate this Agreement immediately by written notice to the other party if the other party ceases to trade or function in the ordinary course of business, becomes insolvent, or becomes subject to any assignment for the benefit of creditors, windingup, dissolution, insolvency, bankruptcy, receivership or any similar proceeding.

C. Possession of Records after Termination. In the event of termination of this Agreement, with or without cause, **ZSI/JAG** shall turn over to the Court all records and files of Clients which **ZSI/JAG** has in its possession pursuant to this Agreement. **ZSI/JAG** agrees to surrender peacefully the assigned records and files within fifteen (.12) working days of the notice of termination.

D. Transfer of funds after termination. **ZSI/JAG** shall turn over to the Clerk of Court any monies collected or received less supervision fees validly incurred and duly owing to **ZSIIJAG** through the termination date. Any fines, costs, fees or restitution received by **ZSI/JAG** from probationers of the Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by **ZSIIJAG**. The Court shall provide **ZSI/JAG** a receipt for all property surrendered under this provision.

13. FORCE MAJEURE.

ZSIIJAG shall not be liable for any delay in performance or nonperformance which is due to causes beyond **ZSIIJAG's** control, including, but not limited to, war, fire, floods, sabotage, civil unrest, strikes, embargoes or other transportation delays, acts of God, acts of third parties, acts of governmental authority or any agent or commission thereof, accident, breakdown of equipment, differences with employees or similar or dissimilar causes beyond **ZSI/JAG's** reasonable control.

14. LIMITATION OF LIABILITY.

ZSI/JAG's entire liability and the Court's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether in contract, warranty or tort (including negligence), shall be limited to the specific amounts received by **ZSIIJAG** hereunder that are the subject matter of or are directly related to the cause of action.

15. INSURANCE.

ZSI/JAG shall maintain comprehensive general liability and applicable Workers Compensation insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than \$1,000,000. **ZSI/JAG** shall furnish continuous proof of insurance coverage as required hereunder, as well as proof of maintaining employee bonds in an amount of \$100,000 per employee.

16. NOTICES.

Any notices or communications given or required in connection with this

Agreement shall be in writing and shall be deemed to have been given when sent by U.S. regular mail, postage prepaid, to the other party at the address stated herein and directed to the attention of the person signing this Agreement, his successor, other designee or officer of the party. Notice sent by other means, including by facsimile, shall be deemed effective upon receipt. A change in the address or facsimile number of either party may be made in the same manner as for giving of any other notice. Notices shall be addressed as follows:

Judicial Alternatives of Georgia, Inc. Attn: Tim Donovan 107 North 6th Street Griffin, Georgia 30224 Facsimile: (678) 688-2102	Superior Court of Spalding County 132 East Solomon Street Griffin, GA 30223 Attn: Clerk of Court with a copy to: Spalding County Commission 119 East Solomon Street Griffin, Georgia 30224 Attn: County Commissioner
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17. MISCELLANEOUS.

A. Time of Essence. All time limits stated herein are of the essence of this Agreement.

B. Entire Agreement. This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by both parties.

C. No Assignments. Without prior written consent from the Court, **ZSI/JAG** shall not assign or transfer this Agreement or any portion thereof.

D. Successors. This agreement shall not be binding upon any successor to the undersigned Judge of the Superior Court of Spalding County, Georgia, unless ratified by his or her successor in office. If a successor attains the position of undersigned Judge, and this Agreement is not ratified by such successor, then **ZSI/JAG** shall be permitted a reasonable time period, not less than ninety (90) days, in which to wind up its activities. The Court will not be deemed to have ratified this Agreement unless the Court gives written notice of such ratification within thirty (30) days of taking the oath of office.

E. Captions. The captions set forth herein are for convenience only and shall not define or limit any of the terms hereof.

F. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the **State of Georgia**, without regard to its Conflicts of law provisions.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY THE COURT AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF JUDICIAL ALTERNATIVES OF GEORGIA, INC., AND APPROVED BY THE BOARD OF COMMISSIONERS OF

SPALDING COUNTY, GEORGIA.

By execution hereof, the signers hereby certify that signers are duly authorized to execute this Agreement on behalf of the respective parties.

COURT

Judicial Alternatives of Georgia, Inc. Super Court of Spalding County

By: _____
Tim Donovan, CEO
(Corporate Seal)

Christopher Edwards, Chief Judge
Superior Court of Spalding County,
Georgia

**Board of Commissioners of
Spalding County, Georgia**

County Commissioner
Attest:

County Attorney
(County Seal)

**EXHIBIT A
FEE PROPOSAL**

The following are fees paid by the offender to Judicial Alternatives of Georgia, Inc.

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Regular Probation Supervision	\$37.00 per month, per offender
Intensive Supervision (Requires minimum of 3 weekly contacts)	\$50.00 per month, per offender
Pre-Trial Supervision	\$37.00 per month, per offender
Drug Screens (Screens for 8 controlled substances)	\$25.00 per screen
Community Service Supervision Fee	\$2.00 per hour order if completed with paid supervising officer
Electronic Monitoring	\$10.00 per day, per offender
Electronic Monitoring w/ Intox	\$12.00 per day, per offender
Domestic Violence Program	\$800.00 (26 weekly sessions; includes \$20.00 State of Georgia FVIP Fee & \$10.00 Victim Liaison Fee)
Anger Management Program	\$150.00 (8 hour course)
Responsible Behavior	\$150.00 (8 hour course)
Financial Management	\$90.00 (6 hour course)
Parenting Program	\$115.00 (Available if requested)

Motion/Second by Flowers-Taylor/Miller to approve the ZSI/ Judicial Alternatives of Georgia, Inc. Probation Services

***Agreement for the Superior Court of Spalding County.
Motion carried unanimously by all.***

13. Consider approval of the Memorandum of Understanding with the City of Griffin, Griffin- Spalding Board of Education and the Board of Regents of the University of Georgia to establish a Spalding County Archways Partnership.

**MEMORANDUM OF
UNDERSTANDING
Spalding County Archway
Partnership**

This agreement is made and entered into in the year 2015 with an effective date of July 1, 2015 by and between:

Spalding County Board of Commissioners hereinafter referred to as the "County"; Griffin-Spalding County Board of Education hereinafter referred to as the "Schools"; City of Griffin hereinafter referred to as "Griffin"; collectively referred to hereinafter as the "Spalding Partners";

And the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia Archway Partnership ("UGA Archway Partnership"); and the Office of the Vice President for Public Service and Outreach ("VPPSO"), collectively referred to hereinafter as the "UGA Partners".

All parties stated above (County, Schools, Griffin and VPPSO) are considered "Participants" in the Spalding Archway Partnership ("Spalding Archway Partnership").

WHEREAS, Participants agree to cooperate in the development and implementation of the Spalding County Archway Partnership focusing on community and economic development issues for Griffin/Spalding County.

WHEREAS, Participants agree to the creation of a Spalding County Archway Partnership Executive Committee ("Executive Committee") to offer the Spalding County Partners suitable representation and influence into the strategic planning and management of the Spalding Archway Partnership.

NOW THEREFORE the parties agree as follows:

SECTION I The UGA Partners shall:

1. Employ and supervise, in compliance with Equal Opportunity Standards, an Archway Professional, with community concurrence, that will be embedded in the community.
2. Establish minimum qualifications, certify the qualifications, and determine the total salary the Archway Partnership Staff is to be paid.
3. Agree to perform evaluations of the Archway Partnership Staff performance. Actions taken, if any, shall be communicated to the Executive Committee.
4. Have the right to terminate or transfer Archway Partnership Staff for any reason. In either case, a replacement will be selected following the procedure described in Paragraph 2 above. Should Archway Partnership Staff be terminated, nothing herein shall obligate UGA Partners to retain Archway Partnership Staff for any period of time.

5. Keep an accurate record of all funds received and disbursed under this agreement including all supporting documents. The UGA Partners shall retain such records for a period of three (3) years unless an audit has begun and not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings. The UGA Archway Partnership also agrees to retain all records bearing upon payments under this agreement until the expiration of three (3) years after final payment and grants the jurisdictions access, and the right, to examine such records.
6. Provide Archway Partnership Staff with access to office equipment, supplies, publications and/or other educational materials commensurate with that of similarly situated VPPSO and support staff members.
7. Pay a portion of the salary (see Section III, Paragraph 3, below) and associated benefits of faculty at a rate in compliance with the Board of Regents and the UGA Office of the VPPSO salary administration policies.
8. Report to the Executive Committee at regular intervals on the nature of the Spalding County Archway Partnership and progress being made.
9. Conduct a community-wide listening session and prepare a report on the priorities as viewed by a wide cross-section of the community. The written report will serve as input to the Executive Committee to determine priority areas of work.
10. Projects, as determined by the Executive Committee, will be conducted and reports, etc., provided to the Executive Committee for implementation by the community.

SECTION II The Spalding Partners

shall:

1. Agree to recognize the UGA Partners as their institutional partner and provide appropriate recognition of this collaborative working relationship on all appropriate and relevant publications, materials and web sites.
2. Agree, when possible, to make available internship opportunities to the students of the University of Georgia and other University System of Georgia institutions in conjunction with community-identified needs and the terms of this Agreement.
3. Agree to permit UGA Partner Faculty Members to cooperate with the implementation and administration of educational opportunities for the students of the University of Georgia whenever possible.
4. Agree to make available to the UGA Partners any research/study findings and results that may be realized as a result of this Agreement.

SECTION III

Participants Mutually Agree:

1. The total cost of the Spalding Archway Partnership from July 1, 2015 until June 30, 2016 will be approximately \$181,000.00.
2. The Participants are committed to the following funding of the Spalding Archway Partnership from July 1, 2015 until June 30, 2016 as stated below:

- a. Office of the VPPSO
\$121,000.00
- b. Spalding Partners
Spalding County Board of Commissioners Griffin-Spalding Co. Board of Education
City of Griffin \$
60,000.00
\$20,000.00
\$20,000.00
\$20,000.00

3. Expenditures for the \$181,000 budget for July 1, 2015 to June 30, 2016 are anticipated to be:

Personal Services	85%
Travel and Operating	15%

Budgetary allocations are based on history and may vary depending on community needs. The Archway Partnership is authorized to transfer funds between various categories without specific and separate approval by the cooperator.

4. The Spalding Partners will pay the UGA Archway Partnership a FIXED FEE of \$60,000.00; the Office of the VPPSO will pay the UGA Archway Partnership a FIXED FEE of \$121,000.00. UGA Archway Partnership shall send an invoice to each of the Spalding Partners. The full amount is due 30 days after the effective date of this agreement. Invoices will be sent to the following:

Mayor Douglas S. Hallberg
City of Griffin
100 S. Hill
St. Griffin,
GA 30224

Ms. Rita Johnson, Chairwoman
Spalding County Board of Commissioners
PO Box 1087
Griffin, GA 30224

Mr. James Westbury, Chairman
Griffin-Spalding County Board of Education
216 S. 6th St.
Griffin, GA 30224

5. Archway Partnership Staff salaries shall be paid from the funding delineated in Section III, Paragraph 2, above.

6. To the formation of the Spalding Archway Partnership Executive Committee who shall perform the following functions:
a. Be responsible for sending the Spalding County Partners portion of the funding for the Archway Partnership to the UGA Archway Partnership.

b. Provide guidance and concurrence on the appointment and/or hiring of Archway Partnership Staff. Appointments/hiring of Archway Partnership Staff shall be subject to the joint approval of the UGA Partners and the Executive Committee.

c. Notify the UGA Partners of the Archway Partnership if the work of any faculty is unsatisfactory to the Spalding Archway Executive Committee.

d. Evaluate the financial support of the Spalding Archway Partnership annually, make adjustments as necessary for continued effective support, and notify the UGA Partners of the Archway Partnership of these adjustments by April 30, 2016.

e. Agree to locate the Archway Partnership Staff office in facilities that are adequate and appropriate for the program.

7. This Contract/Memorandum shall take effect July 1, 2015 after execution by Participants.

8. The terms of this Agreement shall be from July 1, 2015 until June 30, 2016. Either party (UGA Partners or Spalding Partners) may terminate this Agreement by written notice of such intent provided ninety (90) days in advance.

9. This Agreement may be modified by mutual written agreement of the parties hereto.

10. This Agreement may be renewed annually by mutual written agreement of all parties.

11. Archway Partnership Staff shall remain University of Georgia employees, subject to all applicable university guidelines and policies, and shall not be employees of County, Schools, or Griffin while performing this service and will not be entitled to fringe benefits normally accruing for employees of County, Schools, or Griffin.

12. Neither party to this agreement will discriminate against any employee or applicant for employment or against any applicant for enrollment at any school or college or against any student in his/her course of study or training because of race, color, sex, sexual orientation, creed, national origin, age, disability, or veteran status.

Motion/Second by Ray/Hawbaker to approve the to Memorandum of Understanding between Spalding County, the City of Griffin, Griffin- Spalding Board of Education and the Board of Regents of the University of Georgia to establish a Spalding County Archways Partnership. Motion carried unanimously by all.

14. Consider approval of resolution authorizing the Griffin-Spalding County Airport Authority Bond issuance and authorizing the execution of an Intergovernmental Agreement among the County, City and Airport Authority.

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SPALDING COUNTY, GEORGIA TO APPROVE THE BOND RESOLUTION OF THE GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY AUTHORIZING THE ISSUANCE OF UP TO \$7,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY REVENUE BONDS, SERIES 2015; TO AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT AMONG THE COUNTY, THE CITY OF GRIFFIN AND THE AUTHORITY; TO AUTHORIZE THE CHAIRMAN AND

OTHER OFFICERS AND OFFICIALS OF THE COUNTY TO TAKE SUCH FURTHER ACTIONS AS ARE NECESSARY TO PROVIDE FOR THE ISSUANCE AND DELIVERY OF THE REVENUE BONDS DESCRIBED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, the Griffin-Spalding County Airport Authority (the “**Authority**”) is a public body corporate and politic duly created and existing pursuant to a local act of the General Assembly of the State of Georgia (Ga. L. 2012, p. 5255, *et seq.*) (the “**Act**”); and the Authority is now existing and operating and its members have been duly appointed and entered into their duties; and

WHEREAS, under the Act and the Revenue Bond Law (O.C.G.A. § 36-82-60 *et seq.*, as amended), the Authority has the power (a) to issue revenue bonds and use the proceeds for the purpose of paying all or part of the cost of any “project” or “undertaking” (as authorized by the Act or the Revenue Bond Law), including acquiring, constructing, equipping, maintaining, improving, and operating public-use general aviation airports and landing fields for the use of aircraft, including acquiring the necessary property therefor, both real and personal, and to do any and all things deemed by the Authority necessary, convenient or desirable for and incident to the efficient and proper development and operation of such types of undertakings; and (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority; and

WHEREAS, any and all political subdivisions, departments, institutions or agencies of the state are authorized to enter into contracts with the Authority upon such terms and for such purposes as they may deem advisable; and

WHEREAS, under O.C.G.A. § 6-3-20, *et seq.*, Spalding County, Georgia (the “**County**”) and the City of Griffin, a municipality located in Spalding County (the “**City**”), have the power to acquire, establish, construct, expand, own and equip airports and landing fields for the use of aircraft, and under the Revenue Bond Law, the County and the City have the power to issue revenue bonds and use the proceeds for the purpose of paying all or part of the cost of any “undertaking” (as defined in the Revenue Bond Law) which includes airports; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty (50) years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, on August 12, 2014, the City, the County, and the Authority entered into an intergovernmental agreement for joint funding of a new general aviation airport (the “**Joint Funding Agreement**”) setting forth the parties’ mutual agreements relating to “the existing G/S Airport Property,” the transfer of title to certain operational assets and real property to the Authority, the parties mutual agreement for the Authority to issue revenue bonds in an amount not to exceed \$7,000,000 for the acquisition of property for a new Griffin-Spalding County Airport (the “**New Airport**”), the intent of the parties to enter into an Intergovernmental Agreement for the New Airport (the “**Intergovernmental Agreement**”), and the provision of aviation services by the Authority to the County and the City in exchange for and in consideration of an annual amount at least equal to the annual debt service requirements on said bonds; and

WHEREAS, the Joint Funding Agreement provides in part that (a) the City solely shall remit to the Authority amounts equaling 100% of the debt service requirements for the first three years of said agreement, (b) the City and County shall each remit an amount equal to 50% of the debt service requirements after said three years, and (c) the County shall reimburse to the City one-half the payments made by the City during the first three years over the remainder of the term of the agreement; and

WHEREAS, in accordance with and in fulfillment of a portion of its obligations under the Joint Funding Agreement, the Authority desires to issue its GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY REVENUE BONDS , SERIES 2015 (the “**Bonds**”) in accordance with the provisions of a bond resolution adopted by the Authority on January 26, 2015, (the “**Bond Resolution**”), for the purpose providing funds for the acquisition of land and other real and personal property for constructing and equipping of the New Airport and paying costs of issuance of the Bonds (the “**Project**”), as more specifically described in the Bond Resolution and in the plans and specifications therefor on file with the Authority and to enter into the Intergovernmental Agreement in substantially the form attached to the Bond Resolution as Exhibit B; and

WHEREAS, the Bonds will be issued pursuant to the Act, the Revenue Bond Law, and the Bond Resolution as the same shall be supplemented and amended; and

WHEREAS, the Authority, the City and the County propose to enter into the Intergovernmental Agreement as contemplated by the Joint Funding Agreement, pursuant to which Intergovernmental Agreement the Authority will agree to issue the Bonds to finance the Project, and the City and the County, in consideration of the Authority’s doing so, will each agree to pay or for the account of the Authority 50% of the amounts sufficient to pay the principal of, premium, if any, and interest on the Bonds and to levy ad valorem property taxes (if necessary), unlimited as to rate or amount, on the assessed value of all property in the City and the County subject to such tax, in order for Authority to pay the principal of, premium, if any, and interest on the Bonds; and

WHEREAS, the County has made a finding of fact that the Project is project in furtherance of the Authority’s purpose and mission under the Act;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Spalding County, Georgia, as follows:

The County has made a finding of fact that:

- (a) The acquisition, construction, extension and improvement of the Project and the financing thereof with the proceeds of the Bonds are lawful and valid public purposes in that they will further the public purposes to be served by the Act;
- (b) The Project financed with the proceeds of the Bonds is a “project” and/or an “undertaking” as defined pursuant to the Act or the Revenue Bond Law and is “self-liquidating” as defined pursuant to the Act; and
- (c) the specified payments to be received by the Authority under the Contract will be fully sufficient to pay the principal of, redemption premium (if any) and interest on the Bonds as the same become due and payable; and

BE IT FURTHER RESOLVED, as follows:

Section 1. The Board of Commissioners hereby acknowledges that it has received a copy of the Bond Resolution, which is attached hereto as Exhibit A, and which has attached thereto as Exhibit B the form of the Intergovernmental Agreement, and hereby approves the terms and provisions thereof. Approval of the form of the Intergovernmental Agreement is subject to the understanding that the first Interest Payment Date will be January 1, 2016, and that the Intergovernmental Agreement Payment Date to be defined in Section 4.2 of Intergovernmental Agreement shall be a date not more than 15 days prior to January 1, 2016 and not more than 15 days prior to each Interest Payment Date thereafter.

Section 2. The execution, delivery and performance of the Intergovernmental Agreement are hereby authorized. The County understands and agrees that after the Bonds are marketed by the Authority through a private placement or through a public offering, to be determined by the Authority with the advice of its underwriter, Schedule 1 attached to the Intergovernmental Agreement will be completed and necessary changes will be made to the Intergovernmental Agreement, with the understanding that the aggregate principal amount of the Bonds shall not exceed \$7,000,000, the interest rate or rates on the Bonds shall not exceed 5.00% and the maximum annual principal and interest to be paid on the Bonds through the final maturity on January 1, 2030 shall not exceed \$725,000. The Chairman or Vice Chairman of the Board of Commissioners is authorized to approve the aggregate principal amount of the Bonds actually issued, interest rates, maturities, and debt service payments and to approve such other changes to the Intergovernmental Agreement as may be required consistent with the intent and purposes of this Resolution. The execution and delivery of the Intergovernmental Agreement in final form by the Chairman or Vice Chairman shall be conclusive evidence of the approval of such aggregate principal amount, interest rates, maturities, debt service payments, and other changes and no further action by the Board of Commissioners shall be required with respect thereto.

Section 3. Consistent with the provisions of the Joint Funding Agreement, the Intergovernmental Agreement provides that City shall pay 100% of the Intergovernmental Agreement Payments due through January 1, 2018, and thereafter the City and the County shall each remit an amount equal to 50% of the Intergovernmental Agreement Payments due. The County agrees to reimburse to the City one-half of the total payments made by the City for the Interest Payment Dates from January 1, 2016 through January 1, 2018, in equal installments beginning July 1, 2018 on each Interest Payment Date through January 1, 2030. If the Bonds are defeased or paid in full prior to January 1, 2030, the County shall immediately remit to the City the balance of the installments otherwise due on each Interest Payment Date. The obligation of the County to the City to make such reimbursement payments shall not in any way affect the payments otherwise due from the County and the City for deposit to the Sinking Fund to be created in accordance with the Bond Resolution. In the event of an acceleration of payments on the Bonds as a result of an Event of Default as provided in the Bond Resolution, the City and the County shall each remit for deposit to the Sinking Fund 50% of the amounts required to pay the Bondowners in accordance with the Bond Resolution. Intergovernmental Agreement Payments shall continue and recontinue until provision has been made for the payment in full of the Bonds as to principal, interest and premium, if any. The Intergovernmental Agreement Payments provided for in the Intergovernmental Agreement shall be made by payment directly to the Sinking Fund Custodian for deposit into the Sinking Fund. (Defined terms in this Section 3 shall have the meanings set forth in the Bond Resolution.)

Section 4. The County understands and agrees that the Authority will give notice to the District Attorney of the Griffin Judicial Circuit of the adoption of the Bond Resolution requesting that validation proceedings be filed in the Superior Court of Spalding County to validate the Bonds and the security therefor, including the Intergovernmental Agreement and the County Attorney is authorized and directed

to prepare an answer to be verified by the Chairman or Vice Chairman of the Board of Commissioners be filed in the validation proceedings requesting that the Bonds and the security therefor including the Intergovernmental Agreement be declared valid in all respects.

Section 5. The proper officers, agents and employees of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the provisions of the Intergovernmental Agreement and are further authorized to take any and all further actions and to execute and deliver any and all further documents and certificates as may be necessary or desirable in connection with the issuance of the Bonds, including specifically a Bond Purchase Agreement with Raymond James & Associates, Inc. and the execution, delivery and performance of the Intergovernmental Agreement. Without limiting the foregoing, if the Chairman is not available to execute the documents herein authorized, the Vice-Chairman shall execute such documents on the Chairman's behalf.

Section 6. All acts and doings of the officers, agents and employees of the County which are in conformity with the purposes and intents of this resolution and in furtherance of the issuance of the Bonds and the execution, delivery and performance of the Intergovernmental Agreement shall be, and the same hereby are, in all respects, approved and confirmed. Section 7. No stipulation, obligation or agreement herein contained or contained in the Intergovernmental Agreement shall be deemed to be a stipulation, obligation or agreement of the Chairman or the Clerk of the County in their individual capacity, and neither the Chairman nor the Clerk of the County shall be personally liable under the Intergovernmental Agreement or on the Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

Section 8. This resolution shall take effect immediately upon its adoption. All resolutions or parts thereof in conflict with this resolution are hereby repealed.

Adopted this 2nd day of February, 2015.

SPALDING COUNTY, GEORGIA

Bond Resolution with Its Exhibits
Including the Form of the Intergovernmental Agreement
CLERK'S
CERTIFICATE

The undersigned Clerk of Spalding County, Georgia (the "County") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the County, at a meeting open to the public which was duly called and assembled on the 2nd day of February, at which meeting a quorum was present and acting throughout, and that the original of the resolution appears in the minute book of the County which is in my custody and control.

WITNESS my hand this 2nd day of February, 2015.

Motion/Second by Flowers-Taylor/Hawbaker to approve a resolution authorizing the Griffin-Spalding County Airport

Authority Bond issuance and authorizing the execution of an Intergovernmental Agreement among the County, City and Airport Authority. Motion carried unanimously by all.

15. Consider resolution approving the execution of an Intergovernmental Contract with the Spalding County Water & Sewerage Facilities Authority relating to the issuance of 2015 bonds to refund a portion of the 2008 bond issue.

INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT (this "Contract") is entered into as of the 1st day of March, 2015 between **SPALDING COUNTY**, a political subdivision of the State of Georgia (the "County"), and the **SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY**, a public body corporate and politic and an instrumentality of the State of Georgia (the "Authority").

WHEREAS, the Authority was duly created and is validly existing pursuant to an Act of the General Assembly of the State of Georgia (Ga. L. 1982, p. 4987 *et seq.*) (the "Act") and owns a water and sewerage system (the "System") in the County; and

WHEREAS, under the Act and under Article IX, Section III of the Constitution of the State of Georgia, the Authority has, among others, the power (a) to undertake the financing of the acquisition, construction, installation, extension, improvement and equipping of certain land and facilities in the County for the purpose of expanding or improving its existing water and sewerage system and other related facilities, (b) to issue revenue bonds, notes or other obligations for the purpose of financing or refinancing, in whole or in part, the costs of any such project, and (c) to enter into intergovernmental agreements relating to the facilities and services of the Authority; and

WHEREAS, the Authority has previously entered into a Trust Indenture dated as of December 1, 2008 (the "Original Indenture"), between the Authority and U.S. Bank National Association, as successor to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), providing for, among other things, the issuance of bonds to finance projects of the Authority from time to time, and the refunding of such bonds under the conditions set forth therein; and

WHEREAS, under the Original Indenture, the Authority has pledged the "trust estate" created under the Original Indenture (the "Trust Estate") to secure the bonds issued from time to time thereunder; and

WHEREAS, the Authority has previously issued a series of bonds under the Original Indenture, as identified in the First Supplemental Trust Indenture, dated as of December 1, 2008 (the "2008 Supplemental Indenture"), between the Authority and the Trustee, which are designated as "Spalding County Water and Sewerage Facilities Authority Revenue Bonds, Series 2008" (the "Series 2008 Bonds") in the original aggregate principal amount of \$11,380,000; and

WHEREAS, the Series 2008 Bonds are secured pursuant to an Intergovernmental Contract, dated as of December 1, 2008 (the "Series 2008 Contract"), between the Authority and the County; and

WHEREAS, after consideration by the Authority and the County, the Authority proposes to issue a series of bonds to be designated as "Spalding County Water and Sewerage Facilities Authority Revenue Bonds, Series 2015" (the "Series 2015 Bonds") for the purpose of (i) refunding the Authority's Series 2008 Bonds maturing on or after September 1, 2020 (the "Refunded Series 2008 Bonds") and (ii) financing the costs of issuance of the Series 2015 Bonds; and

WHEREAS, the Authority has determined that the issuance of such Series 2015 Bonds and the refunding of the Refunded Series 2008 Bonds will benefit the Authority by reducing the cost of its indebtedness and therefore be for the benefit of the citizens of the County that are served by the System, and will otherwise further the public purposes intended to be served by the Act; and

WHEREAS, the Series 2015 Bonds will be issued under the Original Indenture, as amended and supplemented by a Second Supplemental Trust Indenture to be entered into between the Authority and the Trustee (the "Second Supplemental Indenture"); and

WHEREAS, the parties acknowledge and agree pursuant to Section 4(c) of the Series 2008 Contract, the Series 2008 Bonds that remain outstanding following the issuance of the Series 2015 Bonds and the Series 2015 Bonds shall be on a parity as to payments made by the County under the Series 2008 Contract and this Contract; and

WHEREAS, pursuant to the Constitution and laws of the State of Georgia, the County is authorized and permitted to provide water and sewerage services to the citizens of the County or to contract with the Authority for such purpose; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding 50 years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide;

NOW THEREFORE, in consideration of the mutual premises and the mutual undertakings set forth in this Contract, the parties hereto agree as follows:

1.

This Contract shall become effective upon the date of execution and delivery of this Contract by the parties to this Contract and shall continue in effect until the date when the principal of and the interest on the Series 2015 Bonds secured under this Contract shall have been fully paid or shall be deemed to have been fully paid (within the meaning of the Original Indenture); but in no event shall the term of this Contract extend for more than 50 years from its effective date.

2.

The Authority agrees as follows:

(a) **For the purpose of refunding the Refunded Series 2008 Bonds and paying the costs associated therewith, the Authority agrees to issue the Series 2015 Bonds in the aggregate principal amount of \$_____. The Series 2015 Bonds shall mature, shall bear interest and shall be subject to mandatory sinking fund redemption and optional redemption as set forth on Exhibit "A" attached hereto. Upon receipt of the proceeds from the sale of the Series 2015 Bonds, the Authority will deposit the proceeds thereof (net of any costs of issuance or other similar costs) into the Escrow Deposit Fund created under the Escrow Deposit Agreement, dated as of March 1, 2015 (the "Escrow Deposit Agreement"), among the Authority, U.S. Bank National Association, in its capacity as successor trustee for the Refunded Series 2008 Bonds, and U.S. Bank National Association, in its capacity as escrow agent (in such capacity, the "Escrow Agent"), to provide for the payment of the Refunded Series 2008 Bonds in accordance with the terms of Section 11.1 of the Original Indenture and the Escrow Deposit Agreement.**

(b) During the term of this Contract, on the 10th business day prior to any interest payment date, mandatory sinking fund redemption date or optional payment date, the Authority shall determine (i) the aggregate amount of principal and interest becoming due and payable on the applicable interest payment date or optional redemption date with respect to the Series 2015 Bonds, and (ii) the amount of money then on hand in the fund created pursuant to the Indenture and designated "The Spalding County Water and Sewerage Facilities Authority Sinking Fund" (the "Sinking Fund") and available for the payment of such principal and interest becoming due and payable on such interest payment date, mandatory sinking fund redemption date or optional redemption date with respect to the Series 2015 Bonds. If the County is required to make payments under this Contract, the Authority shall submit a written notice to the County on or

prior to the eighth business day prior to the applicable interest payment date, mandatory sinking fund redemption date or optional payment date, a notice which shall state the amount required to be on deposit in the Sinking Fund as of such date, and the amount actually on deposit in such account on such date.

(c) The Authority shall not issue any other obligations of any kind payable from or enjoying a lien on the monies authorized to be appropriated and paid by the County under this Contract prior to or superior to the lien for the payment of the principal of (and premium, if any) and interest on the Series 2015 Bonds. The parties hereto acknowledge and agree that under the Original Indenture, the lien of the owners of the Series 2015 Bonds on payments made hereunder and under the Series 2008 Contract shall be on a parity with the lien of the remaining unrefunded Series 2008 Bonds. Nothing contained herein shall otherwise restrict the issuance by the Authority of additional revenue bonds from time to time which are either secured under another similar intergovernmental contract or unsecured under such a contract and which will be secured by a lien on the net revenues of the System, the proceeds of which may be applied to the payment of the costs of other extensions or improvements to the System, or refunding bonds or other obligations other than the Refunded Series 2008 Bonds, or to the payment of any other project or purpose which the Authority is authorized under law to undertake.

3.

In consideration of the facilities and services of the Authority under this Contract, the County agrees as follows:

(a) It shall pay to the Trustee or custodian of the Sinking Fund for deposit into the Contract Payments Account created under the Sinking Fund for the benefit of the Authority until the Series 2015 Bonds secured hereunder have been fully paid within the meaning of the Indenture moneys sufficient to provide for the payment of the principal of and interest on the Series 2015 Bonds when due to the extent the net revenues of the System deposited into the Sinking Fund and available for the payment of such principal and interest are insufficient for such purpose. The obligation to make such payments shall be in addition to, and not in replacement of, the obligation of the County to make payments under the Series 2008 Contract relating to amounts due on the outstanding Series 2008 Bonds. The County agrees pursuant to Section 4(c) of the Series 2008 Contract, that the Series 2008 Bonds that remain outstanding following the issuance of the Series 2015 Bonds and the Series 2015 Bonds shall be on a parity as to payments made by the County under the Series 2008 Contract and this Contract.

The County and the Authority agree as follows:

(i) On or before the fifth business day prior to an interest payment date or optional redemption date during the term of this Contract, the County shall pay to the Trustee for the benefit of the Authority, an amount of money equal to the amount necessary to pay the principal (and redemption premium, if any) which will become due and payable with respect to such Series 2015 Bonds on the next succeeding principal payment date or redemption date, less the amount of money on hand in such Sinking Fund on a specified date which is available for the payment of such principal and redemption premium, if any; and

(ii) On or before the fifth business day prior to an interest payment date or optional redemption date during the term of this Contract relating to any series of the Series 2015 Bonds secured hereunder during the term of this Contract, the County shall pay to the Trustee for the benefit of the Authority, an amount of money equal to the amount necessary to pay the interest or other amounts which will become due and payable with respect to such Series 2015 Bonds on the next succeeding interest payment date or other payment date, less the amount of money on hand in the Sinking Fund on such date which is available for the payment of such amounts.

(b) The County agrees with the Authority for the benefit of the purchasers of the Series 2015 Bonds secured under this Contract that it shall levy an annual tax on all taxable property located within the boundaries of the County which is subject to taxation for general county purposes as may be necessary to make the payments called for by this Contract. Nothing

herein contained, however, shall be construed as limiting the right of the County to make the payments called for by this Contract out of general funds or from other revenue sources. Amounts required to be paid by the County under this Contract may be paid from any funds lawfully available to the County for such purpose.

(c) In order to assure that the payments required pursuant to the provisions of paragraph 3(a) hereof are made in a timely manner and without diminution, there shall be and there is hereby created a first and prior lien on any and all moneys realized by the County under and pursuant to the annual tax levied in accordance with the provisions of paragraph 3(b) hereof which lien shall be superior to any lien that can hereafter be created thereon.

(d) The Authority agrees to provide to the County annually a copy of its budget and an estimate, based on such budget, of any payments projected to be required to be made by the County under this Contract, but the failure of the Authority to provide the same or any difference between such estimate and the amount actually required to be paid by the County hereunder shall not relieve the County of any obligation hereunder to make such payments in the amounts and at the times required to provide for the payment of amounts due on the Series 2015 Bonds secured under this Contract as and when the same are due and payable.

(e) The obligation of the County to make the payments required pursuant to the provisions of paragraph 3(a) hereof at the times and in the manner specified shall be absolute and unconditional and such payments shall not be abated or reduced because of (i) any failure or inability of the Authority to build or operate all or any portion of its water and sewerage system, or its failure to provide for the payment of the Refunded Series 2008 Bonds, whether or not as a result of any action or inaction on the part of the Authority or any other person or entity, (ii) any damage to or destruction of all or any portion of the water and sewerage system of the Authority, or any failure or inability to withdraw or treat water from the facilities of the Authority, or to deliver the same, (iii) any failure or default on the part of the Authority under this Contract, the Indenture, the Series 2008 Contract or under any other document, (iv) any lack of notice of amounts due from the Authority or the Trustee or under this Contract, or (v) for any reason whatsoever. Furthermore, the County shall not exercise any right of set-off or any similar right with respect to such payments, nor will it withhold any such payments because of any claimed breach of this Contract, the Series 2008 Contract or any other obligation by or of the Authority. This provision is incorporated in this Contract for the benefit of the owners of the Series 2015 Bonds, and it shall not affect the obligation of the Authority to perform its obligations under this Contract or otherwise, nor shall this provision otherwise affect the remedies available to the County on account of any such claimed breach by the Authority.

(f) The County further agrees to pay to the Authority (or to the Trustee at the direction of the Authority) from time to time (1) an amount equal to the fees and expenses of the Trustee and any co-Trustee or agents of the Trustee as the same become due and payable, and (2) an amount sufficient to enable the Authority to pay any rebate required to be paid with respect to the Series 2015 Bonds under Section 148 of the Internal Revenue Code.

(g) The County may direct the Authority to effect an optional redemption of all or a portion of the Series 2015 Bonds under the Indenture. If the County does so direct the Authority, the County, in accordance with Section 3(a) hereof, must prepay sufficient amounts to the Authority to enable the Authority to effect such redemption.

4.

The Authority and the County agree as follows:

(a) Prior to or after the issuance of any of the Series 2015 Bonds, the Authority may, from time to time, issue additional indebtedness ranking on a parity as to the lien on the net revenues of the System with the Series 2015 Bonds and the unrefunded Series 2008 Bonds, whether or not secured under this Contract, and the Authority may incur subordinate indebtedness or unsecured indebtedness from time to time. The Authority may issue additional indebtedness under the Original Indenture secured under future contracts with the County and to the extent provided therein, such obligations shall be secured on a parity with the Series 2008 Bonds under the Series 2008 Contract and the Series 2015 Bonds under this Contract.

(b) The Authority shall pay the principal of and the interest on the Series 2015 Bonds, as the same becomes due and payable, from the Trust Estate or moneys pledged to the payment thereof under the Original Indenture, as supplemented. The Series 2015 Bonds will be limited obligations of the Authority payable solely from the Trust Estate or moneys pledged to the payment thereof under the Original Indenture, as supplemented. The Authority shall have the right, pursuant to the terms of the Indenture, to cause the Series 2015 Bonds to bear interest in any interest rate mode provided or permitted under the terms of the Original Indenture, as supplemented with respect to the Series 2015 Bonds. The Authority shall have the option to call any of the Series 2015 Bonds for redemption at the times and in the manner provided in the Original Indenture, as supplemented and relating to the Series 2015 Bonds.

(c) While nominally this Contract is between the County and the Authority, the parties hereto acknowledge and agree that the owners from time to time of the Series 2015 Bonds have an interest herein, and the parties hereto understand that this Contract may not be modified or amended in any particular which would in any respect adversely affect the rights of the owners of the Series 2015 Bonds; provided, however, this Contract may be amended by enlarging the obligations of the County to make payments so as to permit the issuance of additional indebtedness secured hereunder or to further clarify or effectuate the equal or pro rata lien on tax revenues to support payments under this Contract, and this Contract may be amended to make any other changes which do not adversely affect the rights of the owners of the Series 2015 Bonds. No amendment or modification of this Contract shall be effective unless executed by both the Authority and the County.

(d) The County acknowledges and agrees that the County will participate in the validation of the Series 2015 Bonds, and that information about the County, its demographics, financial statements, tax digest and other similar materials will be a material part of the information needed in connection with the issuance and sale of the Series 2015 Bonds secured by this Contract, and the County agrees to provide such information from time to time as reasonably requested by the Authority; provided, however, that any expenses of auditors, counsel to the County or other similar costs incurred by the County in connection with providing such information shall be paid (or reimbursed to the County) by the Authority from the proceeds of such Series 2015 Bonds or other funds available to the Authority unless the County shall agree at the time to pay such costs. The County further agrees in connection with the issuance and sale of such Series 2015 Bonds to provide such comfort letters, legal opinions concerning the validity or enforceability of this Contract and such other continuing disclosure agreements, representations and other materials as may be reasonably required from the County in connection with the transactions contemplated by this Contract (including the authorization, sale, marketing and issuance of the Series 2015 Bonds from time to time); provided, however, that any expenses of auditors, counsel to the County or other similar costs incurred by the County in connection with providing such materials shall be paid (or reimbursed to the County) by the Authority from the proceeds of such Series 2015 Bonds or other funds available to the Authority unless the County shall agree at the time to pay such costs. Such obligation of the County shall include the obligation of the County to provide continuing disclosure relating to the County as shall be required in connection with the Series 2015 Bonds.

(e) Nothing in this Contract is intended to replace, supersede or otherwise contradict or override any agreement between the County and the Authority presently in effect.

(f) Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Contract, which such provisions shall remain in full force and effect.

(Remainder of Page Left Intentionally Blank)

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Intergovernmental Contract to be executed as of the day and year first above written.

SPALDING COUNTY, GEORGIA

By: _____

Chairman, Board of Commissioners

(S E A L)

Attest:

Clerk, Board of Commissioners

(Signature Page – Intergovernmental Contract)

**SPALDING COUNTY WATER AND SEWERAGE
FACILITIES AUTHORITY**

By: _____

Chairman

(S E A L)

Attest:

Secretary

(Signature Page – Intergovernmental Contract)

Motion/Second by Flowers-Taylor/Ray to approve the execution of an Intergovernmental Contract with the Spalding County Water & Sewerage Facilities Authority relating to the issuance of 2015 bonds to refund a portion of the 2008 bond issue. Motion carried unanimously by all.

- 16.** Consider adoption of Resolution establishing a policy for the use of Spalding County Board of Commissioners Official Letterhead Stationary.

**A RESOLUTION TO ESTABLISH A POLICY FOR THE USE OF OFFICIAL
SPALDING COUNTY BOARD OF COMMISSIONER LETTERHEAD
STATIONARY**

Be it resolved, that no person shall use the official letterhead stationary of the Spalding County Board of Commissioners without the prior written approval of the Board of Commissioners. This prohibition shall not apply to use of the letterhead stationary by the County Manager.

In the event that a Spalding County Commissioner uses their individual Spalding County letterhead stationary to write a letter to anyone, that Commissioner shall send a copy of the correspondence to the County Clerk as the official custodian of Spalding County records.

IT IS SO RESOLVED THIS 2nd DAY OF FEBRUARY, 2015.

SPALDING COUNTY BOARD OF COMMISSIONERS

Rita Johnson, Chairman

Motion/Second by Ray/Flowers-Taylor to adopt a Resolution establishing a policy for the use of Spalding County Board of Commissioners Official Letterhead Stationary. Motion carried unanimously by all.

17. Consider acceptance of deed from the Griffin-Spalding Development authority for partial right-of-way of "The Lakes Parkway" to allow for construction of a natural gas main line to service Otsuka Chemical Company, Ltd.

Motion/Second by Ray/Miller to acceptance of deed from the Griffin-Spalding Development authority for partial right-of-way of "The Lakes Parkway" to allow for construction of a natural gas main line to service Otsuka Chemical Company, Ltd. Motion carried unanimously by all.

XI. REPORT OF COUNTY MANAGER – None.

XII. REPORT OF COMMISSIONERS

Commissioner Hawbaker –

- Commission Hawbaker expressed his concern over House Bill 170 that was introduced to the legislature on Thursday of last week. He stated that this bill involves the General Assembly wanting to raise a billion to a billion and a half in funding for roads by taking the money from local government sales tax. This Bill, if approved would increase State funding and force local governments to increase taxes to make up the difference.

Commissioner Flowers-Taylor

- Commissioner Flowers-Taylor stated that she felt that the retreat was very productive and she feels that we are setting a pace for addressing the problems currently facing Spalding County.
- Commissioner Flowers-Taylor also expressed her concern with regard to HB170. She further stated that unfortunately this bill pits the legislature against us.

Commissioner Ray

- Commissioner Ray wanted to thank the Elected Officials, this Board, the Department Heads and our employees and Administrative Staff for watching the bottom line and saving money this past year.
- Commissioner Ray wanted to express what an awesome job was done on the last News & Views newsletter.
- Commissioner Ray then commented that HB170 is bad legislation. He asked that Mr. Wilson and Ms. Garrison draw up the impact that this would have on Spalding County, so that the impact could be included in the correspondence sent by the County to our local legislative delegation.

Commissioner Miller

- Commissioner Miller stated that he would also like to see the effect that the elimination of the birthday tax has had on the county's bottom line.
- Commissioner Miller advised that on West Ellis Road there is a dip in the road going west at the bridge that needs to be looked at as soon as possible.

Chairman Johnson

- Chairman Johnson stated that she though the retreat was awesome and she wanted to thank Gordon Maner for facilitating that meeting. She stated that she felt that the Board had accomplished a lot at that meeting.
- Chairman Johnson also stated that she is excited about the Archway Partnership and is looking forward to the implementation and seeing the result of this program.

XIII. CLOSED SESSION – None.

XIV. ADJOURNMENT

Motion/Second by Ray/Miller to adjourn at 8:35 p.m. Motion carried unanimous.

/s/ _____
Rita Johnson, Chairman

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