



Spalding County online

Board of Commissioners

PUBLIC HEARING

A public hearing was held by the Spalding County Board of Commissioners in their office in the Courthouse Annex, Monday, November 18, 2002 beginning at 5:45 o'clock p.m. with Commissioners Martha McDaniel, Johnie McDaniel and Dick Morrow present. Commissioners Michael Kendall and Merrill Massengale were absent. Also present were County Manager William Wilson, Assistant County Manager Michael Sabine, and County Clerk Phyllis Doane.

Chairman Johnie McDaniel called the meeting to order.

The purpose of the meeting was to receive comments regarding the Fiscal Year 2002 Local Law Enforcement Block Grant.

There was no one present who wished to speak.

County Manager Wilson stated that the grant was in the amount of \$36,477 with a matching amount of \$4,053 and would be used for computer equipment upgrade.

Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the meeting was unanimously adjourned.

County Clerk

Chairman

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EXTRAORDINARY SESSION

The Board of Commissioners of Spalding County, Georgia, held their extraordinary session on Monday, November 18, 2002 in their office in the Courthouse Annex in the City of Griffin, Spalding County, Georgia, beginning at 6:00 o'clock p.m. with Commissioners Martha McDaniel, Merrill Massengale, Dick Morrow, Johnie McDaniel and Michael Kendall (attended a portion of the meeting) present. Also present were County Manager William Wilson, Assistant County Manager Michael Sabine, County Attorney Jim Fortune and County Clerk Phyllis Doane.

Agenda Topics

I. OPENING (CALL TO ORDER) – Chairman Johnie McDaniel

II. INVOCATION - Rev. Randy Valimont

III. PLEDGE TO FLAG – Led by Chairman McDaniel

IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION

1. A representative from Sullivan Sturdivant & Ogletree is present to present a check from the Georgia Indigent Defense Council. Mr. Hal Sturdivant presented the 1st disbursement of the new year in the amount of \$27,058.09 to Chairman McDaniel.

2. Consider approval of a Joint City/County Proclamation designating the week of November 22-28, 2002 as "Farm-City Week" in Griffin, Spalding County. Ms. Barbara Kreider was present to receive the Proclamation. *Upon motion by Commissioner Martha McDaniel,*

seconded by Commissioner Morrow the following Proclamation was unanimously approved by a vote of 4-0.

Proclamation

FARM -CITY WEEK “Growing a Better Georgia”

WHEREAS, Since our earliest days as a nation, farmers have tilled the soil of this great land, feeding their families, other citizens, and people around the world. Over the years, our economy has changed, but the American farm and ranch has remained a vital thread in the fabric of our lives.

WHEREAS, Our nation was founded on values of hard work, faith, family and community. Those values still hold true for farmers and ranchers.

WHEREAS, By providing an abundant supply of safe, high-quality food and fiber, our farmers and ranchers contribute to a quality of life in our country that is unmatched around the world.

WHEREAS, Farmers and ranchers do not work alone. Farm workers, researchers, educators, processors, shippers, truck drivers, inspectors, agribusinesses, wholesalers, marketers, retailers and consumers, many of whom are in urban areas, all play important roles in the incredible productivity of our nation’s food and fiber system.

WHEREAS, This week, as we gather with family and friends around the Thanksgiving table, it is fitting that we count among our blessings the vital farm-city partnerships that have done so much to improve the quality of our lives. Rural and urban communities working together have made the most of our rich agricultural resources, and they continue to contribute to the health and well-being of our people and to the strength of our economy.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of Spalding County and the City Commissioners of the City of Griffin that **November 22 through November 28, 2002** is hereby proclaimed as:

“FARM-CITY WEEK”

and we call upon all our citizens to acknowledge and celebrate the achievements of all those who produce an abundance of agricultural products that strengthen and enrich our community and our nation.

This the 18th day of November, 2002.

V. PRESENTATION OF FINANCIAL STATEMENTS

1. Consider approval of Financial Statement for the Four Months Ended October 31, 2002. Ms. Jinna Garrison, Finance Director, was present to answer any questions. *Upon motion by Commissioner Morrow, seconded by Commissioner Martha McDaniel the Financial Statements were unanimously approved by a vote of 4-0.*

VI. CITIZENS COMMENTS

1. Mark Scudder is present to discuss Animal Control. Mr. Scudder withdrew his request to speak on this item.

VII. PUBLIC COMMENT

Mr. Mark Scudder, 1714 Ridge Street, addressed the Board of Commissioners regarding the article with comments by Commissioner Morrow and picture of him holding up a sign in front the new Wal-Mart store in the *Griffin Daily News* protesting the four acres of asphalt. Mr. Scudder stated that Mr. Morrow's actions has put the County in a very bad light and holding up that sign has sent a message to the businesses of the world "build inside the City and I will attack your most valuable asset, your good will". Mr. Scudder advised Mr. Morrow he needed to make apologies to the people of Wal-Mart, Halpern, the City of Griffin, your fellow commissioners and also your constituents for the comments you have made.

VIII. MINUTES

1. Consider approval of the Minutes of the Regular Meeting of November 4, 2002. *Motion made by Commissioner Morrow to approve the minutes with one correction changing the action to motion from 4-0-1 to 4-1 with Commissioner Kendall voting against. This is on item #4 under New Business. Commissioner Martha McDaniel seconded the motion and motion was unanimously approved by a vote of 4-0.*

IX. CONSENT AGENDA

Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Martha McDaniel Items 1-3 on the Consent Agenda were unanimously approved by a vote of 4-0.

1. Consider at second reading an Ordinance amending Section 3-2011 of the Spalding County Code of Ordinances, pertaining to fire protection codes.

ORDINANCE NO. 2002-15 ORDINANCE TO AMEND PART III, CHAPTER 2, ARTICLE B FIRE PROTECTION SECTION 302011

BE IT RESOLVED AND ORDAINED BY THE BOARD OF COMMISSIONERS OF SPALDING COUNTY AND IT IS HEREBY RESOLVED AND ORDAINED:

Section 1. To amend Part III, Public Safety, Chapter 2 Fire Prevention and Protection, Article B, Section 3-2011 of the Spalding County Code as follows:

Section 2. Section 3-2011 by striking it in its entirety and inserting in lieu thereof a new Section 3-2011 to read as follows:

"Adoption.

There is hereby adopted by the Board of Commissioners of Spalding County, Georgia, for the purpose of prescribing regulations for said Fire Protection District A governing conditions hazardous to life and property from fire and explosion that certain code known as the 2000 International Fire Code, as published by the International Code Council, as such exists on the date of adoption of this section and as it may hereafter be amended, and the whole thereof, of which code one (1) copy has been and is now filed in the Office of the Clerk of said Board of Commissioners of Spalding County; and the same is hereby adopted and incorporated as fully as if set out at length herein. From and after the date of adoption, the provisions of said 2000 International Fire Code shall be controlling within the limits of said Fire Protection District A, being all of the unincorporated area of Spalding County, Georgia, which embraces and includes

the entire area of said county except that area now or hereafter lying inside the corporate limits of the City of Griffin, the City of Orchard Hill and the City of Sunny Side.”

Section 3. This ordinance shall be and become effective immediately upon its adoption by the Board of Commissioners of Spalding County, Georgia, as prescribed by Section 2-1005 of the Code of Spalding County.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed.

2. Consider at second reading an Ordinance amending the Spalding County Code relative to the deletion of a “No Thru Truck” Road.

**SPALDING COUNTY, GEORGIA
STREET USE ORDINANCE
ORDINANCE NO. 2002-016**

AN ORDINANCE

TO AMEND THE CODE OF SPALDING COUNTY, GEORGIA, TO PROVIDE FOR NO THROUGH TRUCKS ON CERTAIN COUNTY ROADS.

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

Section 1. That the Code of Spalding County, Georgia be amended in Part VI, Chapter 2, Section 6-2004, relating to no through trucks on streets, by deleting paragraph (46) as follows:

“(46) Vaughn Road from State Route 16 to State Route 92.”

Section 2. That the Code of Spalding County, Georgia be also amended in Part VI, Chapter 2, Section 6-2004, relating to no through trucks on streets, by redesignating paragraphs (47) and (48) as follows:

“Paragraph (47), relating to Holly Grove Road, is redesignated as paragraph (46).
Paragraph (48), relating to Wilson Road, is redesignated as paragraph (47).”

Section 3. The within ordinance shall be and become effective immediately upon its adoption by the affirmative vote of a majority of the members of the Board of Commissioners of Spalding County, Georgia, present at two meetings, as provided in Section 2-1005 of the Code of Spalding County, Georgia.

Section 4. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

3. Consider at first reading an Ordinance amending the Fiscal Year 2003 Budget Ordinance to provide for the TAN (Tax Anticipation Note). *The Ordinance will be incorporated into the minutes on second and final reading.*

Commissioner Kendall is now in attendance for the remainder of the meeting.

X. OLD BUSINESS

1. Review status and consider future activity relative to LOST renegotiations.

Chairman McDaniel stated that we had received letter from City of Griffin rejecting our offer of 62%/38% and have come back with a counter off of 55% County/45% City. They have also notified us that they will accept our suggested mediator, former Supreme Court Justice Harold Clark.

County Manager Wilson stated that he has spoken with Justice Clark and he has a few dates available for mediation being December 3rd and 4th, December 9th, 11th, 12th and 13th.

Chairman McDaniel stated before discussing dates for mediation, we need to take action on the City's counter proposal of 55%/45%. Motion made by Commissioner Morrow to reject the offer. Commissioner Massengale seconded the motion and motion was unanimously approved by a vote of 5-0.

After discussing the dates for mediation, motion was made by Commissioner Johnie McDaniel that the County's team to participate in mediation be comprised of the Chairman, Vice Chairman, County Manager, Finance Officer and County Attorney and ask the City to consider appointing a similar team. Commissioner Morrow seconded the motion and motion was unanimously approved by a vote of 5-0.

Motion made by Commissioner Morrow that this Board reaffirms the 62%/38% ,the present split, is a fair and just compromise and also that we would be willing to have a Joint Meeting if they so choose and we would be willing to go into mediation if they so choose, giving the dates of December 3rd and 4th . Commissioner Martha McDaniel seconded the motion and motion was approved by a vote of 4-1 with Commissioner Kendall voting against the motion stating that he did not feel that a joint meeting or mediation was going to solve this distribution of the LOST.

XI. NEW BUSINESS

1. Consider acceptance of Right of Way Deed for Hudson Industrial Drive located in Phase I of the Hudson Industrial Park. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow acceptance of Deed was unanimously approved by a vote of 5-0.*

2. Consider approval of final plat for Hudson Industrial Park, Phase I. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow final plat was unanimously approved by a vote of 5-0.*

3. Consider authorizing timber harvesting on Area 1 and Area 2 of Shoal Creek Road C&D Landfill property. George Reid and Kevin Barkley were present to answer any questions. With the harvesting of 114 acres, the revenues from the sale of the timber would be split 50/50. *Upon motion by Commissioner Morrow, seconded by Commissioner Martha McDaniel authorization of timber harvesting was unanimously approved by a vote of 5-0.*

4. Consider authorizing Parks & Recreation Department to apply for Health Rocks National 4-H Grant. The grant would be for \$5,000 to operate two programs on the issues and effects of tobacco use and risky behavior, one at City Park and one at Fairmont Park. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Massengale authorization to apply for grant was unanimously approved by a vote of 5-0.*

5. Consider request from Parks & Recreation Advisory Commission to approve an addendum to the Youth Association Agreement regarding the addition of a key policy. *Upon motion by Commissioner Morrow, seconded by Commissioner Martha McDaniel the following Addendum was unanimously approved by a vote of 5-0.*

KEY PROCEDURE AGREEMENT ADDENDUM TO YOUTH ASSOCIATION AGREEMENT

- The Association agrees to be responsible for the Key Procedure Agreement including the related cost of lost keys, lock damage, core changing, key re-making, or any other cost associated with the responsibility of holding a **SCPRD** key. The Association also agrees to be responsible for any keys that are signed out and/or used by its president and/or designee(s) of the Association. The Association will be required to sign and keep on file a new lock procedure key agreement two (2) weeks preceding each annual election.

- The Association, or the president of the Association, agrees to collect and turn in all keys within two (2) weeks preceding each annual election. At this time, the keys will be reassigned to the appropriate individual(s).
- An Association may receive up to four (4) sets of keys per appropriate facility (park as a whole). This may include any combination of masters and/or single door keys not to exceed a total of four (4) keys per any one door in that facility. The president will be issued a master set of appropriate keys. This set will be in addition to the four (4) sets. One set of appropriate keys will be issued for a private concession contractor. These keys will be directly signed out to the contractor operating the concession stand. Associations will not have access to privately contracted concessions keys.
- The president will sign out all of the keys for the association. The president will be required to fill out a supplemental sheet designating the names of those receiving the keys at the time of signing out the keys.
- All locking system requests must be submitted in writing and be approved by the **SCPRD** Director, and must be made 10 working days in advance. Appropriate forms can be obtained through the Athletic Supervisor.
- Sign-out keys are available for special events for a specified period of time with approval of the **SCPRD** Director. Sign-out keys will only be assigned to an Association board member and that board member must be present when sign-out keys are used.
- The following fees will be charged to the Association when appropriate:
 - Replacing a key - \$2.50 each
 - Replacing and/or re-keying a core - \$15.00 per core
 - Damage to door, keys or locks caused by the Association or an Association member, will be billed appropriately

6. Consider Memoranda of Agreement with the University of Georgia for GIS Parcel and Road Updates and Parcel and Road Centerline Maintenance. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the following Memoranda of Agreement was unanimously approved by a vote of 5-0.*

THE UNIVERSITY OF GEORGIA
ATHENS, GEORGIA
MEMORANDUM OF AGREEMENT (MOA)

This agreement is made and entered into on the 18th day of November, 2002

By and between

Spalding County, Georgia, hereinafter called the CLIENT,
and The University of Georgia, **Office of Information Technology Outreach Services (ITOS)**,
hereinafter called the CONTRACTOR.

Inasmuch as the CLIENT is desirous of obtaining certain services as set forth in the attached **Scope of Work**, and inasmuch as the CONTRACTOR is willing to undertake and provide such services, it is mutually agreed that such services will be undertaken and conducted pursuant to the conditions herein set forth.

1. Employment of CONTRACTOR

The CLIENT hereby agrees to engage the CONTRACTOR and CONTRACTOR agrees to perform the services hereinafter set forth in fulfillment of the responsibilities of the CLIENT. In consideration of the following mutual promises, covenants, and conditions, it is agreed that the CONTRACTOR will be responsible for performance under this agreement, as described in the attached **Scope of Work** that is incorporated herein by reference.

2. Project Title

Spalding County Geographic Information System (GIS) Parcel and Road Centerline Updates

3. Background

Spalding County currently has parcel and road centerline GIS datasets that have not been updated since December, 1999. Chad Rupert and Jimmy Nolan (ITOS) visited Spalding County on June 20, 2002 to see the data and discuss some strategies for updating the data and maintaining the data in the future. Spalding County has interest in expanding their GIS capabilities but consider updating and maintenance of their existing data to be their only immediate need. William Wilson, Spalding County Manager, asked ITOS to prepare a proposal for updating and maintaining their existing parcel and road centerline data sets. Since the task of updating will have different delivery timeframes than on-going maintenance, they will be outlined in separate MOAs.

4. Scope of Work

The CONTRACTOR's prime responsibility shall be to update the parcel and road centerline data sets as described in Attachment A. The work shall be performed at the CONTRACTOR's worksite at The University of Georgia, and other locations as appropriate. The CLIENT will designate an individual with the authority to sign off on the specific elements of each task as they are completed and accepted by the CLIENT. This individual is identified as follows:

Primary Contact and Sign-off Authority (Client)	Primary Contact (Contractor)
Name: Chuck Taylor	Name: Chad Pruitt
Address: Spalding County	Address ITOS – UGA, 1180 E Broad ST
Telephone	Athens, GA 30602 Telephone 706-542- 1292
Email Address	Email Address rupert@itos.uga.edu

CLIENT may designate a new or temporary contact person by providing CONTRACTOR with written notice (hardcopy or electronic).

5. Time of Performance

The terms and conditions of this contract are valid only if signed by both parties on or before August 15, 2003. The services of this contract shall commence upon contract signing, and shall be undertaken in an orderly sequence so as to ensure their expeditious completion in accordance with the purposes of this contract. Failure or delays on the part of CLIENT to deliver complete and legible documents may result in equal or greater delays on the part of the CONTRACTOR in delivery of related products and services, with no injury or penalty accruing to the CONTRACTOR.

Upon receipt of all necessary information, as outlined in **Attachment A: Scope of Work**, the CONTRACTOR shall make delivery of the updated electronic parcel and road centerline data to the CLIENT in a time period not to exceed **120 days**. The 120 day time period will not commence until the CONTRACTOR has received **all** necessary information and has made written notification to the CLIENT that all information appears to have been satisfactorily received.

During the process of updating parcel data, the CONTRACTOR will undoubtedly identify discrepancies that exist between the GIS data and the tax office CAMA data. When data production by the CONTRACTOR must cease while the CLIENT resolves the issues or provides the necessary information for the CONTRACTOR to resolve the issues, the counting of days shall be suspended.

Any reference to “days” in this agreement shall be deemed **calendar days** unless otherwise specifically stated.

6. Review Period

CLIENT will have one hundred eighty (180) days after final delivery in which to review the products and services

for functionality. CONTRACTOR will, upon notification by CLIENT, correct any shortcomings noted at no additional charge.

7. Compensation

If parcel updates are performed via paper survey plats and Coordinate Geometry (COGO) techniques, the CLIENT agrees to pay to the CONTRACTOR a fee of **\$12.50** for each new parcel created or each old parcel dissolved (parcel combinations), including annotation (text) such as parcel numbers, acreage, and lot dimensions. If parcel updates are performed via AutoCAD drawings (.dwg or .dxf format) the CLIENT agrees to pay the contractor a fee of **\$50.00** per drawing plus **\$2.50** per parcel contained within the drawings, including annotation of these parcels from the AutoCAD drawings. In all cases the CLIENT and the CONTRACTOR shall agree upon the method for performing updates **before** action is taken by the CONTRACTOR.

The CONTRACTOR will provide the CLIENT with a spatially correct and complete road centerline coverage for a **lump sum fee** of **\$7,000**.

The money shall be expended in a manner to be determined by The University of Georgia for salaries, honoraria, wages, travel, equipment, supplies, etc. The CLIENT will provide the CONTRACTOR with an address to which invoices will be mailed.

8. Method of Payment

Invoices will be sent to the CLIENT at the end of the month in which updates have been completed and shall be paid to the CONTRACTOR within 30 days of receipt of invoices. Upon request the CONTRACTOR will provide the client with electronic copies of work in-progress.

9. Modification of Contract

This agreement may be modified only by a formal, written modification signed by authorized representatives of both the CLIENT and CONTRACTOR. All changes in the scope of services shall be included in contract amendments executed by the CLIENT and CONTRACTOR before any such work begins.

10. Termination of the Contract for Cause

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner the CONTRACTOR's obligation under this agreement, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this agreement, CLIENT shall have the right to terminate this agreement by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In that event, all finished or unfinished documents, data, or other materials as described in the **Scope of Work (Attachment A)** shall become the property of the CLIENT. The CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed and any outstanding obligations on such documents. Also, CLIENT shall be entitled to receive a pro-rated refund of payment for any work not complete at time of termination.

11. Termination for the Convenience of the CONTRACTOR

The CONTRACTOR may terminate this agreement at any time by giving written notice to CLIENT of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In that event, all finished or unfinished documents, data, or other materials as described in the **Scope of Work (Attachment A)** shall become the property of the CLIENT. The CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed and any outstanding obligations on such documents. Also, CLIENT shall be entitled to receive a pro-rated refund of payment for any work not complete at time of termination.

12. Changes

CLIENT may, from time to time, require changes in the **Scope of Work** of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the CONTRACTOR's compensation, which are mutually agreed upon by and between CLIENT and CONTRACTOR, shall be incorporated as written amendments to this agreement.

13. Access to Applicable Records

CONTRACTOR agrees to preserve all its records bearing upon the amounts payable under this agreement and further agrees that any specifically authorized representative of the CLIENT shall, until the expiration of three (3) calendar years after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of The University of Georgia involving transactions related to this agreement.

14. Right to Audit

The CONTRACTOR agrees to give CLIENT, through any authorized representative, the right to audit all records, books, papers, or documents related to the agreement for up to three (3) calendar years after completion of this agreement.

15. Publication of Results

Should the parties to this agreement decide that it would be advantageous to publish the results of this cooperative undertaking, the determination of same shall be made jointly and agreeable to each party. PUBLICATION BY EITHER PARTY SHALL GIVE PROPER CREDIT TO THE OTHER PARTY.

16. Assignment of Duties

CONTRACTOR shall not assign its duties under this agreement without express written prior approval of CLIENT.

17. Severability

If any term or provision of this agreement shall be found to be illegal or unenforceable then, notwithstanding the offending term or provision, this agreement shall remain in full force and effect and such term or provision shall be deemed stricken herefrom.

18. Nondiscrimination

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 or ethnicity, gender, creed, national origin, age, religion, sexual orientation, veteran status, or disability.

19. Copyright

No reports, data, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

20. Ownership

All data, and/or programming applications produced in whole or in part under this contract shall remain the property of both ITOS and the CLIENT. Both parties retain the right to use the data and/or programming applications in any independent or cooperative manner they choose without further obligation to the other.

21. Drug- and Smoke-Free Workplace

The CONTRACTOR hereby certifies that it will not engage in the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana during the performance of this Contract. The CONTRACTOR may be suspended, terminated, or debarred if it is determined that:

- A. The CONTRACTOR has made false certification herein above; or

B. The CONTRACTOR has violated such certification by failure to carry out the requirements of Official Code of Georgia 50-24-3.

22. Entire Agreement

This agreement (and all documents incorporated herein, including **Attachment A: Scope of Work**) constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior and contemporaneous agreements, representations, statements, negotiations, and undertakings, whether oral or written.

IN WITNESS WHEREOF CLIENT and the CONTRACTOR have executed this agreement as of the date first above written.

For the CONTRACTOR

Allan Adams
Interim Director, ITOS

For the CLIENT

Johnie A. McDaniel, Chairman

ATTACHMENT A

SCOPE OF WORK

1. Contractor Obligations

The **CONTRACTOR** will do or cause to be done the following:

- 1) Update the existing GIS parcel layer by the most accurate means possible based upon the provided documentation such as survey plats, AutoCAD drawings, and/or written descriptions. Each new parcel added to the GIS parcel layer will be attributed with a parcel identifier (provided by the CLIENT) that will allow accurate linking to the tax assessor's database. The parcel coverage will be updated so that it will be current as of January 1, 2002.
- 2) Identify discrepancies that exist between the GIS parcel coverage and the county's Computer Assisted Mass Appraisal (CAMA) database, as of January 1, 2002.
- 3) Assist the CLIENT with resolving discrepancies that exist between the GIS parcel coverage and the CAMA database. At no time will the CONTRACTOR be responsible for making changes to the CAMA database. The CONTRACTOR will only make changes to the GIS parcel coverage in order to resolve discrepancies. Resolutions that require changes in the CAMA database are the responsibility of the CLIENT and should be done in a timely manner.
- 4) Update all newly created parcels with annotation for lot dimensions, deeded acreage, parcel numbers and subdivision lot numbers. In order for annotation to be created, the desired final printing scale should be stipulated.
- 5) Update the Spalding County GIS road centerline coverage through the use of a Global Positioning System (GPS) equipment and the county's orthorectified aerial photography. Where roads are not visible on orthorectified photography the CONTRACTOR will drive newly created roads with a GPS equipped vehicle. Where new subdivisions have been created with new roads that are not visible on existing aerial photography, this element is essential to achieve proper placement of the newly created parcels as well as proper placement of the road centerlines. The resulting road centerline coverage will be made as current as possible based on the data provided by the CLIENT, but should be current as of January 1, 2002 or a later date.
- 6) Provide training and training recommendations to the Spalding County GIS manager on the use of the appropriate software necessary to maintain and utilize GIS datasets. ITOS will provide customized onsite training using the ESRI ArcGIS software. The estimated amount of onsite training that we feel would be necessary would be 3 full days (24 hours) with the

prerequisites of having already taken the ESRI course, ArcGIS 1 and ArcGIS 2 as well as training in the use of a parcel editing extension that works in conjunction with ArcGIS. There are several extensions of this type currently available. Due to the constant advancements in this type of software, ITOS will make a more specific recommendation at the time the county is ready to make an actual purchase. Current pricing and course schedules for ArcGIS courses can be found at the ESRI website www.esri.com and pricing for the training on the parcel editing extensions can be found at www.sds-inc.com or www.novalistech.com . While there are other companies that produce this type of software, the prices found on these web sites should give you some indication of what you would expect to pay for this type of training.

Some examples of what the CONTRACTOR will **NOT** provide under this contract include, but are not limited to the following:

- Update of city limits or other political boundaries
- Update of zoning coverage
- Update of any road centerline attributes other than road names (i.e., no address ranges)
- Update / creation of building footprints
- Any type of research such as deed research
- Any type of data acquisition services such as requesting drawings from surveyors
- Any hardcopy / printed maps
- Road centerline annotation

2. Spalding County Obligations

The CLIENT will do or cause to be done the following:

- 1) Provide the CONTRACTOR with electronic copies of all existing parcel and road centerline data (ArcInfo format).
- 2) Provide the CONTRACTOR with all documentation required to update the GIS parcel and road centerline coverage to a January 1, 2002 date. Documentation should include, but is not limited to: survey plats, AutoCAD drawings, or written descriptions, parent parcel identifiers, parcel identifiers for each new parcel and official road names. Or in the case of combining two parcels, the parcel identifier of the two parcels to be combined should be provided along with the final parcel identifier for the combined areas. **All documentation provided should be well organized and clearly legible. All distances and bearings on paper copy survey plats should be of sufficient font size and clarity to be easily discerned.**

Note: The primary cause for delay in delivery of data back to the CLIENT has been the lack of completeness and / or quality of supplied documentation. This point cannot be overstressed. The CLIENT **must** provide complete, accurate and fully legible documents to the CONTRACTOR in order for updates to take place in a timely and efficient manner.

- 3) Provide the CONTRACTOR with a user-friendly copy of the Spalding County CAMA database that is current as of January 1, 2002. The format should be either Dbase or Access and should contain appropriate column headings. The table should contain at least the following items: Parcel Number, Owner Name, Mailing Address (all components), Physical Address (all components), Tax District, and Deeded Acreage.
- 4) Promptly respond to all correspondence from CONTRACTOR, which might include reviewing maps for accuracy, verifying road names, providing interpretation of drawings, providing additional plats for troublesome areas, updating the CAMA database, and generally being available to clarify any issues which might delay the production process.

3. Itemized Costs

Data Items	Line-Item Cost
COGO Parcel Updates From Survey Plats	\$10.00 each
	\$2.50 each
	\$50 per drawing + \$1 per parcel
	\$50 per drawing + \$2.50 per parcel
Minute Book P, Page 146, November 18, 2002	\$7,000
	\$2,500

Parcel Annotations
Parcel Updates From AutoCAD Drawings (without annotation)
Parcel Updates From Auto CAD Drawing (with annotation, if requested)
Road Centerline Updates
Three days (24 hours) of onsite training in the use of the ESRI software and the manipulation/use of the Spalding County GIS datasets.

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ATHENS, GEORGIA
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2. Project Title

Spalding County Geographic Information System (GIS) Parcel and Road Centerline Maintenance

3. Background

Through a separate MOA, ITOS is updating Spalding County's parcel and road centerline GIS datasets so that they will be current as of January 1, 2002. Chad Rupert and Jimmy Nolan (ITOS) visited Spalding County on June 20, 2002 to see the data and discuss some strategies for updating the data and maintaining the data in the future. Spalding County has interest in expanding their GIS capabilities but consider updating and maintenance of their existing data to be their only immediate need. William Wilson, Spalding County Manager, asked ITOS to prepare a proposal for updating and maintaining their existing parcel and road centerline data sets. Since the task of updating will have different delivery timeframes than maintenance, they will be outlined in separate MOAs.

4. Scope of Work

The CONTRACTOR's prime responsibility shall be to maintain the parcel and road centerline data sets as described in Attachment A. The work shall be performed at the CONTRACTOR's worksite at The University of Georgia, and other locations as appropriate. The CLIENT will designate an individual with the authority to sign off on the specific elements of each task as they are completed and accepted by the CLIENT. This individual is identified as follows:

Primary Contact and Sign-off Authority (Client)

Primary Contact (Contractor)

Name: Chuck Taylor

Name: Chad Rupert

Address: Spalding County

Address ITOS – UGA, 1180 E Broad St

Athens, GA 30602

Telephone

Telephone 706-542- 1292

Email Address

Email Address rupert@itos.uga.edu

CLIENT may designate a new or temporary contact person by providing CONTRACTOR with written notice (hardcopy or electronic).

5. Time of Performance

The terms and conditions of this contract are valid for all work performed before July 1, 2003 and may be extended with written agreement from both parties. The services of this contract shall commence after contract signing and upon completion of a separate MOA entitled *Spalding County Geographic Information System (GIS) Parcel and Road Centerline Updates*. Work shall be undertaken in an orderly sequence so as to ensure their expeditious completion in accordance with the purposes of this contract. Failure or delays on the part of CLIENT to deliver complete and legible documents may result in corresponding delays on the part of the CONTRACTOR in delivery of related products and services, with no injury or penalty accruing to the CONTRACTOR.

Upon receipt of parcel split information, as outlined in **Attachment A: Scope of Work**, the CONTRACTOR shall make delivery of the updated electronic parcel and road centerline data to the CLIENT in a time period not to exceed **15 working days plus 1 working day per 20 splits / combinations**. If for example, the CONTRACTOR received information to create 150 new parcels, the CONTRACTOR would have 23 days (15 + 8) **working days** to perform the parcel maintenance.

If the parcel data maintenance requires the CONTRACTOR to capture the location of road centerlines with GPS equipment, the CONTRACTOR will have an additional **5 working days** to provide the client with the updated parcel and road centerline data.

Any reference to “days” in this agreement shall be deemed **calendar days** unless otherwise specifically stated.

6. Review Period

CLIENT will have one hundred eighty (180) days after final delivery in which to review the products and services for functionality. CONTRACTOR will, upon notification by CLIENT, correct any shortcomings noted at no additional charge.

7. Compensation

If parcel maintenance is performed via paper survey plats, the CLIENT agrees to pay to the CONTRACTOR a **fee of \$10.00** for each new parcel created or each old parcel dissolved (parcel combinations). Annotation (text) such as parcel numbers, acreage, and lot dimensions will be added to these parcels, **if desired**, for an additional fee of **\$2.50** per parcel. If parcel maintenance is performed via AutoCAD drawings (.dwg or .dxf format) the CLIENT agrees to pay the contractor a fee of **\$50.00** per drawing plus **\$1.00** per parcel contained within the drawings. If annotation is added to these parcels from the AutoCAD drawings, an additional fee of **\$1.50** per parcel will be charged. The money shall be expended in a manner to be determined by The University of Georgia for salaries, honoraria, wages, travel, equipment, supplies, etc. The CLIENT will provide the CONTRACTOR with an address to which invoices will be mailed.

If road centerline data maintenance requires the CONTRACTOR to visit Spalding County with a Global Positioning System (GPS), the CLIENT agrees to pay the CONTRACTOR a fee of **\$200** plus **\$35** per new road centerline driven. This fee includes the capture of the road centerline locations with GPS and the addition of that road centerline to the GIS road centerline coverage. If the road centerline maintenance does not require a visit with GPS, the CLIENT agrees to pay the CONTRACTOR a fee of **\$25** per new road centerline added to the GIS road centerline

coverage. The road number count is to be determined by the number of distinct road names not by length or number of intersections.

In all cases the CLIENT and the CONTRACTOR shall agree upon the method for performing data maintenance **before** action is taken by the CONTRACTOR.

8. Method of Payment

Invoices will be sent to the CLIENT at the end of the month in which data maintenance has been completed and shall be paid to the CONTRACTOR within 30 days of receipt of invoices.

9. Modification of Contract

This agreement may be modified only by a formal, written modification signed by authorized representatives of both the CLIENT and CONTRACTOR. All changes in the scope of services shall be included in contract amendments executed by the CLIENT and CONTRACTOR before any such work begins.

10. Termination of the Contract for Cause

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner the CONTRACTOR's obligation under this agreement, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this agreement, CLIENT shall have the right to terminate this agreement by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In that event, all finished or unfinished documents, data, or other materials as described in the **Scope of Work (Attachment A)** shall become the property of the CLIENT. The CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed and any outstanding obligations on such documents. Also, CLIENT shall be entitled to receive a pro-rated refund of payment for any work not complete at time of termination.

11. Termination for the Convenience of the CONTRACTOR

The CONTRACTOR may terminate this agreement at any time by giving written notice to CLIENT of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In that event, all finished or unfinished documents, data, or other materials as described in the **Scope of Work (Attachment A)** shall become the property of the CLIENT. The CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed and any outstanding obligations on such documents. Also, CLIENT shall be entitled to receive a pro-rated refund of payment for any work not complete at time of termination.

12. Changes

CLIENT may, from time to time, require changes in the **Scope of Work** of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the CONTRACTOR's compensation, which are mutually agreed upon by and between CLIENT and CONTRACTOR, shall be incorporated as written amendments to this agreement.

13. Access to Applicable Records

CONTRACTOR agrees to preserve all its records bearing upon the amounts payable under this agreement and further agrees that any specifically authorized representative of the CLIENT shall, until the expiration of three (3) calendar years after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of The University of Georgia involving transactions related to this agreement.

14. Right to Audit

The CONTRACTOR agrees to give CLIENT, through any authorized representative, the right to audit all records, books, papers, or documents related to the agreement for up to three (3) calendar years after completion of this agreement.

15. Publication of Results

Should the parties to this agreement decide that it would be advantageous to publish the results of this cooperative undertaking, the determination of same shall be made jointly and agreeable to each party. PUBLICATION BY EITHER PARTY SHALL GIVE PROPER CREDIT TO THE OTHER PARTY.

16. Assignment of Duties

CONTRACTOR shall not assign its duties under this agreement without express written prior approval of CLIENT.

17. Severability

If any term or provision of this agreement shall be found to be illegal or unenforceable then, notwithstanding the offending term or provision, this agreement shall remain in full force and effect and such term or provision shall be deemed stricken herefrom.

18. Nondiscrimination

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 or ethnicity, gender, creed, national origin, age, religion, sexual orientation, veteran status, or disability.

19. Copyright

No reports, data, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

20. Ownership

All data, and/or programming applications produced in whole or in part under this contract shall remain the property of both ITOS and the CLIENT. Both parties retain the right to use the data and/or programming applications in any independent or cooperative manner they choose without further obligation to the other.

21. Drug- and Smoke-Free Workplace

The CONTRACTOR hereby certifies that it will not engage in the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana during the performance of this Contract. The CONTRACTOR may be suspended, terminated, or debarred if it is determined that:

- A. The CONTRACTOR has made false certification herein above; or
- B. The CONTRACTOR has violated such certification by failure to carry out the requirements of Official Code of Georgia 50-24-3.

22. Entire Agreement

This agreement (and all documents incorporated herein, including **Attachment A: Scope of Work**) constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior and contemporaneous agreements, representations, statements, negotiations, and undertakings, whether oral or written.

IN WITNESS WHEREOF CLIENT and the CONTRACTOR have executed this agreement as of the date first above written.

For the CONTRACTOR

For the CLIENT

ATTACHMENT A

SCOPE OF WORK

1 Contractor Obligations

The **CONTRACTOR** will do or cause to be done the following:

- (1) Maintain the GIS parcel layer by the most accurate means possible based upon the provided documentation such as survey plats, AutoCAD drawings, and/or written descriptions. Each new parcel added to the GIS parcel layer will be attributed with a parcel identifier (provided by the CLIENT) that will allow accurate linking to the tax assessor's database. Maintenance will be done on a basis determined by the CLIENT but **shall not exceed a frequency of four times yearly**.
- (2) Identify discrepancies that exist between the GIS parcel coverage and the county's Computer Assisted Mass Appraisal (CAMA) database.
- (3) Assist the CLIENT with resolving discrepancies that exist between the GIS parcel coverage and the CAMA database. At no time will the CONTRACTOR be responsible for making changes to the CAMA database. The CONTRACTOR will only make changes to the GIS parcel coverage in order to resolve discrepancies. Resolutions that require changes in the CAMA database are the responsibility of the CLIENT.
- (4) Update all newly created parcels with annotation for lot dimensions, deeded acreage, parcel numbers and subdivision lot numbers when such items are desired and applicable. Annotation is not crucial to GIS functionality, but does provide for easier printing of hard-copy maps. If annotation is to be created, the final printing scale desired should be stipulated. Annotation will **NOT** be created unless it is specifically requested.
- (5) Maintain the Spalding County GIS road centerline coverage by the most accurate means possible. This will usually require the CONTRACTOR to drive newly created roads with a Global Positioning System (GPS) equipped vehicle. Where new subdivisions have been created with new roads that are not visible on existing aerial photography, this element is essential to achieve proper placement of the newly created parcels as well as proper placement of the road centerlines. Maintenance will be done on a basis determined by the CLIENT but **shall not exceed a frequency of four times yearly**.

Since road centerline data maintenance may require the CONTRACTOR to visit Spalding County with GPS equipment and thus charge a \$300 "setup / travel fee" to the CLIENT, it may be desirable for the County to request this service only once per year. However, postponing the GPS work for new road centerlines will also postpone the parcel maintenance for those parcels which abut the new road.

Some examples of what the CONTRACTOR will **NOT** provide under this contract include, but are not limited to the following:

- Update of city limits or other political boundaries
- Update of zoning coverage
- Update of any road centerline attributes other than road names (i.e., no address ranges)
- Update / creation of building footprints
- Any type of research such as deed research
- Any type of data acquisition services such as requesting drawings from surveyors
- Any hardcopy / printed maps
- Road centerline annotation
- Parcel annotation (lot dimensions, acreage, parcel number), **unless requested**

2. Spalding County Obligations

The **CLIENT** will do or cause to be done the following:

(1) Provide the **CONTRACTOR** with all documentation required to perform on-going maintenance of the GIS parcel and road centerline coverage. Documentation should include but is not limited to: survey plats, AutoCAD drawings, or written descriptions, parent parcel identifiers, parcel identifiers for each new parcel and official road names. Or in the case of combining two parcels, the parcel identifier of the two parcels to be combined should be provided along with the final parcel identifier for the combined areas. **All documentation provided should be well organized and clearly legible. All distances and bearings on paper copy survey plats should be of sufficient font size and clarity to be easily discerned.**

Note: The primary cause for delay in delivery of data back to the **CLIENT** has been the lack of completeness and / or quality of supplied documentation. This point cannot be over-stressed. The **CLIENT must** provide complete, accurate and fully legible documents to the **CONTRACTOR** in order for maintenance to take place in a timely and efficient manner.

(2) Provide the **CONTRACTOR** with a user-friendly copy of the most current Spalding County CAMA database. The format should be either Dbase or Access and should contain appropriate column headings. The table should contain at least the following items: Parcel Number, Owner Name, Mailing Address (all components), Physical Address (all components), Tax District, and Deeded Acreage.

(3) Promptly respond to all correspondence from **CONTRACTOR**, which might include reviewing maps for accuracy, verifying road names, providing interpretation of drawings, providing additional plats for troublesome areas, and generally being available to clarify any issues which might delay the production process.

3 Itemized Costs

Data Items

Line-Item Cost

Parcel Maintenance From Survey Plats	\$10.00 each
Parcel Annotation	\$2.50 each
Parcel Maintenance From AutoCAD Drawings (without annotation)	\$50 per drawing + \$1 per parcel
Parcel Maintenance From AutoCAD Drawings (with annotation)	\$50 per drawing + \$2.50 per parcel
Road Centerline Maintenance (GPS required)	\$300 + \$35 per road
Road Centerline Maintenance (GPS not required)	\$25 per road

XII. REPORT OF COUNTY MANAGER

County Manager Wilson stated that he had placed in their boxes a memo regarding NPDES Phase II mandate and this will be on an agenda in December for an additional staff person that would be required to handle this federal mandate.

County Manager Wilson reminded the Board of the Festival of Lights in Orchard Hill on Monday, November 25, 2002 at 7:00 P.M.

County Manager Wilson made the Board aware because of the Thanksgiving holidays, the cut-off for agenda items would be this Friday, November 22nd and the agendas will be ready for pickup on November 27th.

County Manager Wilson stated that we have received the Development Authority's request for SPLOST (\$30.7 Million) and recommended a December 5th Joint Meeting with Sunny Side, Orchard Hill and City of Griffin at 5:00 P.M. to discuss implementation of the sales tax. He asked for authorization to have the Chairman send the letters to announce this Joint Meeting. He said that we could possibly have a special called meeting before the end of the year to call for the bond referendum but would definitely have to be done at the January 6, 2003 meeting. The Board had no problem with the date and time of Joint Meeting.

County Manager Wilson stated that he had been advised that Warden Arsene Massac had been hospitalized and having tests done. He is in Room 201 at Spalding Regional Hospital.

County Manager Wilson asked permission to assign the Planning Commission the job of defining a lot in the UDO. The Board had no problem with this request.

County Manager Wilson stated that Parks and Recreation had won several GRPA state awards and we would like to have a reception for the Parks and Recreation Department. He suggested a date of December 5, 2002 at 1:30 P.M. in the Meeting Room at the Courthouse Annex. Their awards would be on display and this would give everyone a chance to come and congratulate them on their accomplishments. The Board had no problem with the date and time of the reception.

XIII. REPORT OF COMMISSIONERS

Commissioner Kendall had no comments.

Commissioner Massengale asked County Manager Wilson if he had written the City Manager correspondence regarding if they were interested in sending two of their commissioners to a meeting with Water Authority members and County Commissioners to discuss a Joint Water Authority. County Manager Wilson stated that he had not written the letter but would do so.

Commissioner Martha McDaniel had no comments.

Commissioner Morrow stated that a "Friends of the Park Group" had been formed with the purpose of privately raising money to do some work at our parks. The kick-off meeting would be at 1:00 p.m. at Wyomia Tyus Olympic Park.

Commissioner Morrow made comments regarding the City's final Transportation Plan. He read a paragraph from the Plan and a portion of the paragraph states: "The 2020 Comprehensive Plan includes a policy statement supporting the development of one or more bypass routes to alleviate downtown traffic. A bypass is recommended to be Griffin's truck route." Their plan shows the primary bypass to be McIntosh Road from 155 over to 19/41 and connecting with State Route 362. Teamon Road is an alternative. He said the County needs to cooperate with the City looking at bypass alternatives.

Commissioner Johnie McDaniel reminded the Board that the Public Hearing had been changed to Thursday night at 6:00 p.m. because of the Thanksgiving holidays. The meeting is being held one week early.

Commissioner Johnie McDaniel asked Board members if they were interested in pushing for design criteria built into both of the subdivision ordinances, commercial ordinances and the high density ordinance. He said the Board discussed this at their Retreat. He said he feels by springtime things are really going to pick up in development and he feels that there are things we can do to help ourselves out. He said that we condition almost every zoning request that comes before us as residential and I am afraid that we will put a condition on one developer that we don't put on another and could cause some problems. If we put some design criteria in the ordinance everyone will know what they can do in Spalding County and they can exercise their options from there. The Board agreed with the concept of design criteria relative to any style of house. The Board charged Community Development staff to begin this process.

Commissioner Johnie McDaniel asked that the letter under his signature notifying the City of the LOST renegotiations be directed to the Mayor and copy each one of the Commissioners.

XIV. CLOSED MEETING

1. The County Attorney desires a Closed Meeting to discuss pending/potential litigation. This meeting was cancelled.

XV. ADJOURNMENT

Upon motion by Commissioner Massengale, seconded by Commissioner Morrow the meeting was unanimously adjourned at 7:20 PM.

County Clerk

Chairman

Please send comments to webmaster@spaldingcounty.com
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