



Spalding County online

Board of Commissioners

EXTRAORDINARY SESSION

The Board of Commissioners of Spalding County, Georgia, held their extraordinary session on Thursday, December 21, 2000 in their office in the Courthouse Annex in the City of Griffin, Spalding County, Georgia, beginning at 5:00 o'clock p.m. with Commissioners Earle Childres, Martha McDaniel, Merrill Massengale, Johnie McDaniel and Michael Kendall present. Also present were County Manager William Wilson, County Attorney Jim Fortune and County Clerk Phyllis Doane.

Agenda Topics

I. OPENING (CALL TO ORDER) – Chairman Kendall

II. INVOCATION - Rev. Randy Valimont – Led by County Manager William Wilson in the absence of Rev. Valimont.

III. PLEDGE TO FLAG – Led by Chairman Kendall

IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION

1. Chairman Kendall will make a special presentation. Chairman Kendall presented Commissioner Childres, on behalf of the Board of Commissioners, a framed Courthouse print for his service to the County as a County Commissioner for the past four (4) years. Each of the Commissioners expressed their appreciation to Mr. Childres also.

V. PRESENTATION OF FINANCIAL STATEMENTS

1. Consider approval of Financial Statements for the Five Months Ended November 30, 2000. Ms. Jinna Garrison, Finance Director, was present to answer any questions the Board might have. *Upon motion by Commissioner Childres, seconded by Commissioner Martha McDaniel Financial Statements were unanimously approved by a vote of 5-0.*

VI. CITIZENS COMMENTS – n/a

VII. PUBLIC COMMENT

There was no one present who wished to address the Board of Commissioners.

VIII. MINUTES

1. Consider approval of the minutes of the Special Joint Meeting and Public Hearing of November 30, 2000 and Regular Monthly Meeting of December 4, 2000. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Childres minutes were unanimously approved by a vote of 5-0.*

IX. CONSENT AGENDA

Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Childres Items 1 & 2 on the Consent Agenda were unanimously approved by a vote of 5-0.

1. Consider second reading of Amendments to the Official Zoning Ordinance and Official Zoning Map of the following:

- **Amendment to UDO #A-00-23:** Appendix I, Tower Ordinance—Add provision for affidavit showing proof that existing tower cannot accommodate their needs.

RESOLUTION AMENDING **THE TELECOMMUNICATIONS ANTENNAS AND TOWER ORDINANCE OF** **SPALDING COUNTY, GEORGIA**

WHEREAS, the Board of Commissioners of Spalding County, Georgia under the Constitution and Laws of the State of Georgia is empowered by virtue of its police power to regulate the health, safety and welfare of the citizens of Spalding County to provide for and enact zoning and developmental regulations;

WHEREAS, the Board of Commissioners of Spalding County, Georgia enacted the current Zoning Ordinance of Spalding County, Georgia on January 4, 1994 and thereafter adopted as Appendix I thereto, the Telecommunications Antennas and Tower Ordinance of Spalding County;

WHEREAS, the Board of Commissioners of Spalding County has determined that it is in the best interests of the citizens of Spalding County for certain text revisions and amendments to be made to the Telecommunications Antennas and Tower Ordinance of Spalding County;

WHEREAS, such text amendments to the Telecommunications Antennas and Tower Ordinance of Spalding County were reviewed by the Spalding County Planning Commission, and a hearing on the text amendments to Zoning Ordinance of Spalding County, Appendix I, Telecommunication Antennas and Tower Ordinance of Spalding County was conducted by the Board of Commissioners of Spalding County, Georgia on November 30, 2000 pursuant to O.C.G.A. 33-66-1, et. seq. in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia;

WHEREAS, the Board of Commissioners of Spalding County, Georgia considered the proposed amendment, any and all alternate proposals or amendments, the

report of the Spalding County Planning Commission and all data and evidence taken at the public hearing; and

WHEREAS, it is deemed by the Board of Commissioners of Spalding County, Georgia that an amendment to the Telecommunication Antenna and Tower Ordinance of Spalding County, Georgia conforms with sound comprehensive planning principles and is of substantial benefit to the public and in the promotion of the best interests and general welfare of the people;

NOW THEREFORE, IT SHALL BE AND IS HEREBY RESOLVED by the Board of Commissioners of Spalding County, Georgia, that the Telecommunication Antenna and Tower Ordinance of Spalding County, Georgia shall be and is hereby amended as follows:

Section 1: The following provision shall be added to the Telecommunication Antenna and Tower Ordinance of Spalding County, Georgia, to appear as Section 3(G):

Section 3: Guidelines and Requirements

G. Applicant Affidavit. Each applicant seeking approval for the location or construction of antennas or towers pursuant to this ordinance shall, as a part of the application therefor, submit an affidavit under oath of an employee or agent of the applicant which shall include the following representations:

- a. the applicant has conducted an inventory of all tower sites located within a two and one-half (2 $\frac{1}{2}$) mile radius of the location of the applicant's proposed tower, and the applicant shall identify all antenna or tower sites so located;
- b. for each antenna or tower identified in Section 3(G)(1), the applicant shall provide the address and location of each antenna or tower, the name and address of the owner/operator of each antenna or tower, the latitude and longitude coordinates for each tower, the height of each tower, the number of antennas which can be located on each tower, and the number of antennas actually affixed and operational on each tower as of the date of filing of applicant's application;
- c. the applicant has contacted the owner/operator of each tower and advised them of applicant's needs and requirements for the placement of applicant's antenna and/or tower;
- d. the applicant has been advised by the owner/operator of each tower that has reached its capacity and cannot accommodate applicant's proposed use;

- e. In the event applicant is advised by the owner/operator of each tower that such tower has not reached maximum capacity or may accommodate applicant's proposed use, applicant shall state the basis on which it contends such tower cannot sufficiently accommodate applicant's proposed use.

Section 2: The foregoing amendments of the Telecommunication Antenna and Tower Ordinance of Spalding County, Georgia shall become effective immediately upon adoption of this resolution.

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

- **Amendment to UDO #A-00-25:** Article 2, Definition of Terms Used—Section 203:R Industrialized Homes-add provision for breezeway requirements.

**RESOLUTION AMENDING
THE ZONING ORDINANCE OF SPALDING COUNTY, GEORGIA**

WHEREAS, the Board of Commissioners of Spalding County, Georgia under the Constitution and Laws of the State of Georgia is empowered by virtue of its police power to regulate the health, safety and welfare of the citizens of Spalding County to provide for and enact zoning and developmental regulations;

WHEREAS, the Board of Commissioners of Spalding County, Georgia enacted the current Zoning Ordinance of Spalding County, Georgia on January 4, 1994 and therein adopted the Official Zoning Map of Spalding County, Georgia, in Article 23, Section 2301, et. seq.;

WHEREAS, the Board of Commissioners of Spalding County have determined that it is in the best interests of the citizens of Spalding County for certain text revisions and amendments to be made to the Zoning Ordinance of Spalding County;

WHEREAS, such text amendments to the Zoning Ordinance of Spalding County were reviewed by the Spalding County Planning Commission, and a hearing on the text amendments to the Zoning Ordinance of Spalding County was conducted by the Board of Commissioners of Spalding County, Georgia on November 30, 2000, pursuant to O.C.G.A. § 33-66-1, et. seq. in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia;

WHEREAS, the Board of Commissioners of Spalding County, Georgia considered the proposed amendment, any and all alternate proposals or amendments, the report of the Spalding County Planning Commission and all data and evidence taken at the public hearing; and

WHEREAS, it is deemed by the Board of Commissioners of Spalding County, Georgia that an amendment to the Zoning Ordinance of Spalding County, Georgia and an amendment to the Official Zoning Map of Spalding County, Georgia is in conformance with the Spalding County Comprehensive Plan and sound comprehensive planning principles and of substantial benefit to the public and in the promotion of the best interests and general welfare of the people;

NOW THEREFORE, IT SHALL BE AND IS HEREBY RESOLVED by the Board of Commissioners of Spalding County, Georgia, that the Zoning Ordinance of Spalding County, Georgia shall be and is hereby amended as follows:

\ Section 1: The following provision shall be added to the Zoning Ordinance of Spalding County, Georgia, Article 2, entitled "Definitions of Terms Used" to appear as Section 203(R):

ARTICLE 2. DEFINITIONS OF TERMS USED

Section 203: Housing Definitions.

R. Industrialized Home:

6. For purposes of this definition, no manufactured home (as defined in Section 203 (S-U)) may be attached to any industrialized home by means of breezeway, corridor or hallway.

Section 2: The foregoing amendments of the Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia shall become effective immediately upon adoption of this resolution.

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

2. Consider at second reading an ordinance to amend the FY 2001 Budget Ordinance to provide for contractual services to the Parks and Recreation Departments.

AN ORDINANCE AMENDING THE FISCAL YEAR 2001 BUDGET ORDINANCE FOR SPALDING COUNTY, GEORGIA

WHEREAS, the Board of Commissioners of Spalding County have duly adopted an annual budget ordinance for the 2001 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 to adapt to changing governmental needs during the fiscal year.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners the annual budget ordinance as approved, adopted and enacted on second reading on June 30, 2000, shall be amended as follows:

Section I. General Fund

A. Expenditures

Recreation	From	\$ 534,547	to	\$ 525,547
Parks	From	\$ 1,351,707	to	\$ 1,360,707

Approved on first reading this 4th day of December 2000.

Approved, adopted and enacted on second reading this 21st day of December 2000.

X. OLD BUSINESS

1. Consider at second reading of Amendment to the Official Zoning ordinance and Official Zoning Map of the following:

Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Childres the following Amendment to UDO was unanimously approved by a vote of 5-0.

- Amendment to **UDO #A-00-10**: Article 2. Definition of Terms Used—Section 202R’ - amend definition of campground for allowance of a church.

**RESOLUTION AMENDING
THE ZONING ORDINANCE OF SPALDING COUNTY, GEORGIA**

WHEREAS, the Board of Commissioners of Spalding County, Georgia under the Constitution and Laws of the State of Georgia is empowered by virtue of its police power to regulate the health, safety and welfare of the citizens of Spalding County to provide for and enact zoning and developmental regulations;

WHEREAS, the Board of Commissioners of Spalding County, Georgia enacted the current Zoning Ordinance of Spalding County, Georgia on January 4, 1994 and therein adopted the Official Zoning Map of Spalding County, Georgia, in Article 23, Section 2301, et. seq.;

WHEREAS, the Board of Commissioners of Spalding County have determined that it is in the best interests of the citizens of Spalding County for certain text revisions and amendments to be made to the Zoning Ordinance of Spalding County;

WHEREAS, such text amendments to the Zoning Ordinance of Spalding County were reviewed by the Spalding County Planning Commission, and a hearing on the text amendments to the Zoning Ordinance of Spalding County was conducted by the Board of Commissioners of Spalding County, Georgia on November 30, 2000, pursuant to O.C.G.A.

§ 33-66-1, et. seq. in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia;

WHEREAS, the Board of Commissioners of Spalding County, Georgia considered the proposed amendment, any and all alternate proposals or amendments, the report of the Spalding County Planning Commission and all data and evidence taken at the public hearing; and

WHEREAS, it is deemed by the Board of Commissioners of Spalding County, Georgia that an amendment to the Zoning Ordinance of Spalding County, Georgia and an amendment to the Official Zoning Map of Spalding County, Georgia is in conformance with the Spalding County Comprehensive Plan and sound comprehensive planning principles and of substantial benefit to the public and in the promotion of the best interests and general welfare of the people;

NOW THEREFORE, IT SHALL BE AND IS HEREBY RESOLVED by the Board of Commissioners of Spalding County, Georgia, that the Zoning Ordinance of Spalding County, Georgia shall be and is hereby amended as follows:

Section 1: The following provisions shall be deleted from the Zoning Ordinance of Spalding County, Georgia, Article 2, entitled “Definitions of Terms Used”: Section 202(R’).

Section 2: The following provision shall be added to the Zoning Ordinance of Spalding County, Georgia, Article 2, entitled “Definitions of Terms Used” to appear as Section 202(R’).

ARTICLE 2. DEFINITIONS OF TERMS USED

Section 202: General Definitions.

R’. **Campground, religious:** A retreat or meeting placed used for the conduct of religious worship, discussion and consultation, which may include recreational activities of an outdoor nature and overnight accommodations. A church as defined in Section 202(U) may be included within the use, incidental to the primary function of said property as a campground. Any congregation, congregation being defined as two or more persons meeting together for religious purposes, meeting for regularly scheduled services, may meet no more than twelve consecutive months from the date of the first meeting.

Section 3: The foregoing amendments of the Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia shall become effective immediately upon adoption of this resolution.

Section 4: All Ordinances or resolutions in conflict herewith shall be and are hereby, repealed.

XI. NEW BUSINESS

1. Consider approval of the Department of Community Affairs grant award of \$250,000 for CDBG-EIP-Springs Project. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Childres grant award in the amount of \$250,000 was unanimously approved by a vote of 5-0.*
2. Consider contract with TransStar for calendar year 2001 operations of public transportation service effective January 1, 2001. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Massengale the following contract was unanimously approved by a vote of 5-0.*

**THIRD PARTY OPERATOR AGREEMENT
SERVICE AGREEMENT**

**FOR OPERATION OF
SPALDING COUNTY PUBLIC TRANSIT SYSTEM**

**BETWEEN THE
BOARD OF COMMISSIONERS OF SPALDING COUNTY**

AND

HEALTH STAR AMBULANCE SERVICE (D.B.A. TRANS STAR)

PREAMBLE

This Agreement is made and entered into this 1st day of January, 2001 by and between the Board of Commissioners of Spalding County hereinafter referred to the "COUNTY" and Health Star Ambulance Service (doing business as Trans Star), hereinafter referred to as "TPO"; and shall terminate on the 31st day of December, 2001, unless terminated earlier under other provisions of this agreement.

WHEREAS, the purpose of the Agreement is to provide for a cooperative agreement between the COUNTY and TPO for the operation of public transportation services, the COUNTY, as the governing bodies, are authorized under the Official Code of Georgia Annotated Title 32 to provide directly or through agreement with other parties, public transportation services. The TPO has presented itself as a ready, willing and able provider duly authorized by the Georgia Business Corporation Code and appropriately qualified to enter into a service agreement with the COUNTY for the purpose of operating public transportation services; and

WHEREAS, because of mutual benefits and interest in providing public transportation services in Spalding County the following Agreement is agreed by and entered into between the parties.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

TERM OF AGREEMENT
TERMINATION PROVISIONS
AND ATTACHED DOCUMENTS

1. **Engagement**: The third party operator (TPO) is retained and engaged by the counties for the purpose of operating a 49 U.S.C. 5311 public transportation program.
2. **Term of Agreement**: The term of agreement shall be from January 1, 2001 through December 31, 2001, unless terminated earlier per the provisions of this agreement.
3. **Termination of Agreement**: The COUNTY or TPO reserves the right to terminate this Agreement for just cause upon 60 (sixty) days written notice to the other party.
4. **Attached Documents**: Documents incorporated into this Agreement are the agreement between the Spalding County and the Georgia Department of Transportation (GDOT) for Section 5311 program reimbursement; and the Program Management Guide for the Section 5311 produced by GDOT.

The language in this contract is controlling; the language of this contract supercedes any conflicting representations or claims made by agents or officers of Spalding County; the sole exception to this clause is rules and regulations stated in writing by Georgia DOT or the Federal Transit Administration pertaining to the FTA Section 5311 program that are in conflict to this agreement. In the case of this exception, Georgia DOT or FTA written guidelines shall apply to the COUNTY and the TPO.

ARTICLE II

SCOPE OF WORK

COUNTY RESPONSIBILITIES

Spalding County will provide TPO the following:

1. Spalding County has designated its County Manager as Authorized Representative to provide centralized administration of the Spalding County FTA Section 5311 rural transit program. The County Manager and his/her designee will administer all billing submitted by the TPO, reimbursement requests to GDOT, monthly/quarterly/annual programmatic reporting and monitoring (includes financial, operational, and adherence to FTA regulations).
2. Cooperation with TPO as requested during TPO's negotiation of purchase of service agreements with agencies in the service area having transportation needs.
3. The COUNTY will provide up to four (4) vehicles to the TPO to operate under the Spalding County FTA Section 5311 program. Each vehicle will have a mobile radio unit.

4. The COUNTY will help market the Spalding County transit system. The TPO should be consulted in this aspect of the marketing process.

TPO RESPONSIBILITIES

TPO shall provide the following for the proper routine management and operation of the Spalding County FTA Section 5311 Public Transit System:

1. Monthly submission to the Board of Commissioners of Spalding County of all records of ridership by vehicle, by agency, and by county; and revenues by vehicle that result from the operation of all vehicles in the Spalding County Public Transit System, as well as monthly submission to the COUNTY of all records of vehicle service and vehicle maintenance on vehicles owned by the COUNTY.
2. Provide up to 12,500 one-way public passenger trips during the term of this Agreement. The program is to be operated from 6:00 AM to 6:00 PM, Monday through Friday, for at least 240 days during calendar year 2001.

In situations where good judgment would dictate, the TPO may suspend operations during a severe weather event. In the event that service is suspended for a severe weather event, the TPO must notify the County Manager in writing within twenty-four hours. The TPO should indicate the reason for suspending service and the anticipated duration of any service suspension.

3. Day-to-day operation of the Transit System and supervision of personnel. As a function of day-to-day operations TPO shall also implement a routing system and management information system using appropriate technologies.
4. The TPO will operate each vehicle owned by the COUNTY according to the attached Terms of Usage as agreed to between the TPO and the COUNTY, to which the vehicle is titled. The TPO will supervise the overall upkeep of the transit vehicle, which includes preventive maintenance, cleaning, repair, and component replacement as necessary.
5. The TPO agrees to indemnify, protect, and save harmless Spalding County Board of Commissioners, the Georgia Department of Transportation, the State of Georgia, the State Tort Claims Trust Fund, and their officers, agents, and employees hereinafter collectively referred to as INDEMNITIES, of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage due to bodily injury or personal injury including death, property damage, worker's compensation benefits, employment benefits, libel, slander, defamation of character, and invasion of privacy, caused by, growing out of, or otherwise on the part of the TPO, its agents, employees, subcontractors, or others working at the direction of the TPO or on its behalf; or due to any breach of this contract by the TPO or due to the application or violation of any pertinent Federal, State, or local law, rule, or regulation by the TPO, its agents, employees, subcontractors, or others working at the direction of the TPO or on its behalf; except where claims of liability arise out of the sole negligence of the COUNTY.
6. The TPO shall defend all lawsuits brought upon the Spalding County FTA Section 5311 rural public transportation program (commonly known as the Spalding County

Public Transit System), or any claim related to the aforementioned public transportation program. The TPO agrees to pay in full all costs and expenses incidental thereto; however, the COUNTY may have the right, at their own expense, to participate in the defense of any suit, without relieving TPO of any obligation.

7. The TPO shall, at its expense, procure a Commercial General Liability Insurance Policy including personal and advertising liability (or Comprehensive General Liability Policy with endorsement to insure contractual liability, broad form property damage, personal injury, personal and advertising liability), and other insurance policies in the amounts as specified with endorsement waiving right of subrogation against the INDEMNITEES and insurers participating hereunder.
8. All wages, salaries, fringe benefits, other employee costs, services, fuels, lubricants, parts, materials, taxes and the expenses required for the performance of this contract shall be supplied and paid for by the TPO. The only reimbursement to the TPO for all expenses incurred in fulfilling the intent of this contract shall be the difference between \$8.00 (agreed to fully allocated cost of a one-way passenger trip) and \$2.00 (rate to the general public for each one way passenger trip) multiplied by the number of general public riders documented during the billing period up to and not exceeding 12,500 (twelve thousand five hundred) general public one way passenger trips. It is further understood and agreed that the COUNTY shall not be responsible or held liable for any increase or decrease in the number of actual one-way passenger trips during the period of performance under this contract which are not addressed.
9. Service expansions or improvements may be recommended by TPO to the Board of Commissioners. It is agreed that the TPO must have written approval from the Board of Commissioners before implementation of expansions or improvements.
10. Permit access to GDOT or any County Manager of the COUNTY during the operating or office hours to review and inspect the System's activities and all records pertaining to the System's operation, including but not limited to daily call logs, personnel records, complaint or work records, financial records, and maintenance logs/records.
11. Proof of certification as a Non-Emergency Transportation Medicaid (NET) provider in Spalding County.
12. Market the Spalding County Public Transit System by working with the COUNTY to utilize media (radio and/or newspapers) and providing literature (brochures, fliers, business cards) to merchants or service providers willing to give display space.
13. Implement strategies to meet the service targets for each vehicle leased to the TPO by the COUNTY.

ARTICLE III

SCOPE OF SERVICES

SERVICES TO BE OFFERED

Services to be offered under this Agreement will be based on response to specific requests (hereinafter "demand response transportation"), within the following parameters:

1. This service (demand response transportation) will be offered only under the terms of this agreement.
2. Demand response service constitutes service with at least 24-hour advance notice. Any advance notice less than 24-hours may be worked into regular schedule when feasible. Demand response service is either subscription service (prearranged to meet the repetitive travel needs of riders) or random service (scheduled sporadically by riders).
3. Service is available to passengers 12 hours a day, five days a week; excluding the holiday and vacation time specified above in Article II. 2.
4. Passenger constitutes any resident of Spalding County and a passenger-trip constitutes transporting one passenger one-way between two locations within Spalding County.

OPERATING SERVICE TO BE PROVIDED BY TPO

TPO is to provide all reservations and scheduling functions as outlined in the following:

1. General Tasks - The TPO shall respond to telephone requests from 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays, and maintain a daily log record of all telephone calls received.
2. Demand-Response Service Reservation Procedures: TPO shall accept reservations for demand-response service between 8:00 a.m. and 5:00 p.m., Monday through Friday. Reservations should be made one working day in advance of the trip. The dispatcher shall maintain a demand-response reservation log, recording the name, address, and telephone number of the caller and the requested pick-up times and locations for trip origination and all destinations. If the trip can be accommodated, the dispatcher will make the reservation, record the method of payment, type of trip, and Medicaid number, if warranted. If this trip cannot be accommodated, the dispatcher shall note this on the demand-response log as designed by TPO and approved by the COUNTY.

SERVICE DELIVERY PROCEDURES

The TPO will adhere to following service delivery procedures:

1. The driver shall accept all trip requests related to him or her from the dispatcher so long as they are within his or her specified service area and within the specified service times. There shall be no right of refusal based on vehicle's availability

(except the passenger maximum load factor) or any consideration other than verifiable catastrophic mechanical failure of the vehicles in the fleet.

2. The vehicles must be on time, unless there are extenuating circumstances beyond TPO's or driver's control. A 95% on-time performance rate is required. Notification must be given by TPO to the patron in the event of unavoidable delays.
3. Drivers shall offer assistance to all passengers as needed to board and depart from the vehicles; secure all wheelchairs; and request that all passengers buckle their seatbelts.
4. Drivers shall refrain from smoking, eating, and drinking while passengers are in the vehicles. Drivers shall request passengers to refrain from smoking, eating, and drinking in the vehicles.
5. Drivers shall maintain daily records of mileage, fueling and servicing, time, type and number of trips, passenger types, address of trip origin and each destination, as required by GDOT and the COUNTY. These records shall be turned in to the TPO on a daily, weekly, or monthly basis.
6. Drivers shall inform TPO of any passenger complaints, thereafter, the TPO shall complete passenger complaint forms and send copies to the County Manager for record purposes or for any appropriate action if necessary. The complaint shall be filed with County Manager not later than one (1) week from the date of occurrence.
7. The TPO shall inform the County Manager and the appropriate contracting entity regarding any difficulties experienced in transporting any purchase-of-service client, whether related to safety, behavior, or other reasons. The specific identity of social service clients enrolled in eligible state or local human service programs *may* be kept confidential, as determined by prevailing state and/or federal laws.
8. Drivers and TPO are prohibited from soliciting or accepting any tips or other forms of gratuity other than the approved fare from system riders. Monies in excess of actual fares shall be transferred directly to the County Manager to supplement the cost of operating the transit system. Such revenues shall be construed as system's in-kind income for purposes of accountability.

VEHICLE MAINTENANCE

The vehicles under this Agreement must be maintained in safe and good mechanical condition. Each vehicle shall be subject to inspections by GDOT representatives. GDOT inspections will occur on a semi-annual basis and in accordance with the Vehicle Monitoring Form. The TPO shall provide the personnel, parts, equipment, and supplies necessary to perform all cleaning, preventive, and repair

maintenance to keep vehicles clean and in good working order and to maintain the continuity of services. As a rule, the drivers shall do all cleaning and pre-trip inspections.

TPO shall submit copies of invoices of any work done on the vehicles to the County Manager for subsequent submission to GDOT. These invoices shall be part of the monthly reports. Vehicles of COUNTY utilized for the Section 5311 Program must be parked overnight and on weekends at locations approved by COUNTY.

QUALIFICATIONS AND TRAINING GUIDELINES

Spalding County Board of Commissioners and the TPO agrees to the following qualifications and training guidelines for personnel:

1. Driver Qualifications - TPO agrees that all drivers have or will be able to obtain a valid Georgia Drivers License. A Class C Georgia Commercial Drivers License (CDL) is required when COUNTY provides a vehicle that will transport more than 15 passengers (including driver); be able to read, write and make correct change; have the ability to physically assist in loading and unloading of elderly and handicapped passengers when necessary; have a minimum of five (5) years driving experience; have thorough knowledge of traffic safety and excellent driving record; have 20/20 vision (corrected) and be in good physical health; have the ability to deal effectively with the elderly, handicapped and general public; have the ability to arrive at work on time; and have favorable job history and satisfactory references.
2. TPO will design and provide a driver training program that includes the following: Use of equipment; defensive driving techniques; and CPR training; passenger assistance techniques for proper care and handling of disabled riders; emergency procedures; fare structures; system information; preventive maintenance requirements; and record keeping.
3. Dispatcher Qualifications - Dispatcher to be employed by TPO should have the following qualifications: Knowledge of county and city roads; verbal communication skills (good telephone manners); high school graduate or equivalent; experience in dispatching; favorable job history and satisfactory references; an ability to coordinate variable routing needs.
4. Dispatcher Training - The TPO shall design and provide a dispatcher training program that includes the following: Use of dispatching equipment; grouping of trips for more effective utilization of vehicles and resources or use of software to manage vehicle routing; emergency procedures; fare structures; system information; record keeping; and knowledge of special needs of social service agency clients.
5. TPO agrees to comply with all applicable Federal Regulations governing workplace anti-drug and alcohol programs in the transit industry including:
49 CFR, Part 653 and 654, as amended;

49 CFR, Part 40, as amended; and
49 CFR, Part 29, “The Drug Free Workplace Act of 1988”.

TPO ADMINISTRATIVE RESPONSIBILITIES

TPO shall operate the FTA Section 5311 program services in accordance with the guidelines and policies set by GDOT. TPO further agrees to maintain appropriate books, records, documents, papers, and other evidence pertaining to public transportation operations for the period of this Agreement and for three years beyond the period of this Agreement make such materials available for inspection, upon request by the County Manager or his designee, any COUNTY, and the GDOT or their representatives. These records shall include work orders generated for maintenance and records of payment for said maintenance. TPO shall be responsible for submitting monthly reports recording information submitted and recorded by drivers. The reports for the month ended shall be submitted to the County Manager of the Spalding County Board of Commissioners by the fifth (5th) day of the following month.

AUDITING

TPO shall maintain an acceptable accounting system in accordance with Federal and State regulations. TPO will be required to provide for an independent audit of administrative and operating expenses at the end of the agreement period. This end-of-year audit of administrative and operating expenses also constitutes the final financial report. A certified or licensed independent auditor shall perform the audit. Further details are included in relevant U.S. Office of Management and Budget (OMB) Circulars and/or written communications with the County Manager.

REVENUE AND EXPENSE REPORTING AND INVOICING

Revenue: There is a fare structure established by the COUNTY for the transit system. The fare amount is \$2.00 per one-way passenger trip. Fares for non-emergency medical trips are based on the Department of Medical Assistance Reimbursement schedule. The fare schedule shall remain in force until COUNTY decide otherwise. Social Service agency riders will be subsidized or paid for by the social service agency, Medicaid or other funding source. TPO shall be responsible for billing social service transportation expenses to the appropriate party on a monthly basis. All fares and purchase of service income shall be documented on the invoice submitted to the County Manager. All Purchase of Service Agreements will recover the fully allocated cost.

Expenses and Invoicing: As part of the Monthly Operating Report, TPO shall submit monthly invoices to: County Manager, Spalding County Board of Commissioners, Post Office Box 1087, Griffin, Georgia 30224.

ACCIDENT REPORTING

Driver shall report any accidents to TPO and the County Manager within one (1) hour of the occurrence or, if the offices are closed, before 9:00 a.m. on the following

workday. A written report must be filed with the County Manager within 24 hours after the accident. This accident report shall describe the nature of the accident, the TPO's findings as to cause, personal injury sustained, property damage and information regarding the conduction of a post-accident drug and alcohol test for the driver. The driver shall give TPO a copy of the investigating officer's accident report. The TPO shall send copies of the investigating officer's report to the County Manager and GDOT District Representative in Thomaston within three (3) working days from the date of the accident. If the report is not available at that time, the report must be furnished within twenty-four (24) hours from the time said report is available to TPO.

FEDERAL COMPLIANCE

TPO must agree as a condition to receiving Federal assistance under Section 5311 of the Federal Transit Act, as amended, that:

1. No persons shall on the grounds of race, color, religion, creed, national origin, sex, age, or handicap be excluded from participation in, or denied the benefits of, or be subject to discrimination under any project, program, or activity for which this recipient receives Federal financial assistance from the Federal Transit Act;
2. TPO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin;
3. The TPO will conduct any program or operate any facility that receives or benefits from Federal financial assistance administered by the Department of Transportation in compliance with all requirements imposed by or pursuant to 49 CFR, Part 27, Non-discrimination on the Basis of Handicap in Federally Assisted Programs and Activities received or benefiting from Federal Financial Assistance.

PERFORMANCE EVALUATION

TPO is expected to meet the following minimum service targets. Quarterly meetings with the TPO, and the County Manager, will be conducted to discuss performance; and if needed, strategies to improve performance.

1. The service shall compliment and not duplicate other transportation service;
2. Monthly ridership must, on the average, exceed 500 (five hundred) passenger trips per vehicle;
3. Vehicle utilization must exceed 120 (one hundred twenty) hours per month per vehicle;
4. Vehicles must be available for service during the approved hours of service;

5. Vehicle trips for purchase of service agreements shall, at a minimum recover fully allocated costs;
6. Regular service ridership should exceed 0.5 passengers per vehicle per service mile;
7. System must recover a minimum of 20% (twenty percent) of its public transportation cost from farebox revenues generated through regular public transportation operations. Public transportation costs are defined as the total operating budget minus purchase of service agreements.

Additionally, the County Manager may, from time to time, issue administrative guidances to the TPO; guidances will be for the purpose of assisting the TPO meet performance standards and levels of service, as previously detailed in this agreement.

ARTICLE IV

PURCHASE OF SERVICE AGREEMENTS

Purchase of Service Agreements with any social service agency or any other organization shall be negotiated by TPO. All Purchase of Service Agreements must, at a minimum, recover fully allocated cost, as determined by prevailing federal and/or state guidelines.

ARTICLE V

COMPLIANCE WITH LAWS

TPO shall comply with relevant Federal and State Laws and Regulations pertaining to FTA Section 5311 Program Funds to include the Office of Management and Budget Circular 74-7 in the Hatch Act.

ARTICLE VI

COMPENSATION

TPO shall be reimbursed for the costs for the performance of this Agreement. Spalding County Board of Commissioners, upon justification of expenses and submission of documentation required by Spalding County and/or the Georgia Department of Transportation, shall pay the TPO **\$6.00** (six dollars and no cents) per one-way passenger trip provided to the general public. It is understood the COUNTY will reimburse TPO up to **\$80,000.00** (eighty thousand dollars and no cents) for services rendered between the date set forth executing this contract and December 31, 2001.

On behalf of the Board of
Commissioners of Spalding County

(L.S.) M. MICHAEL KENDALL
Chairman, Board of Commissioners
Post Office Box 1087
Griffin, Georgia 30224

ATTEST:

(L.S.) PHYLLIS P. DOANE
Clerk, Board of Commissioners of
Spalding County

THOMAS MOBLEY
Trans Star (on behalf of the TPO)
222 South 14th Street
Griffin, Georgia 30224

Witness

Notary Public (Seal)

4. Consider Jail Services Contract with City of Griffin. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Johnie McDaniel the following Contract subject to the inclusion of the per diem was unanimously approved by a vote of 5-0.*

STATE OF GEORGIA,

COUNTY OF SPALDING

JAIL SERVICES CONTRACT

THIS AGREEMENT, made and entered this ___ day of January, 2001, by and between the COUNTY OF SPALDING, a political subdivision of the State of Georgia (hereafter referred to as the "County"), JAMES D. STEWART, in his capacity as the SHERIFF of Spalding County, Georgia (hereafter referred to as the "Sheriff"), and the CITY OF GRIFFIN, a Georgia municipal corporation, provides as follows:

WHEREAS, the County owns a county jail or detention facility for the incarceration of both pre-trial detainees and convicted inmates;

WHEREAS, said detention facility is operated and staffed by the Sheriff within the budgetary allowance provided by the County;

WHEREAS, the City has a need for incarcerating certain persons arrested for violation of crimes and ordinances of said City while awaiting trial and to house those persons convicted of offenses triable before the Municipal Court for which sentences of imprisonment may be lawfully imposed; and

WHEREAS, by entering into contract with the County and its Sheriff, the City can reduce or eliminate the necessity to own and operate its own detention facility or jail.

NOW, THEREFORE, BE IT AGREED BY THE PARTIES AS FOLLOWS:

1.

For valuable consideration and the mutual promises herein made, the parties do hereby contract with one another for the hereinafter services and benefits, to-wit:

The County and/or Sheriff shall accept for housing at the Spalding County Detention Facility pre-trial detainees and convicted prisoners of the City and shall provide these persons with such services and facilities as substantially similar to those services and facilities provided other State and County detainees and inmates, subject to the terms and conditions of this Agreement. Bed space shall be available at all times for a minimum City population of five (5) inmates; provided, however, the City shall compensate the County for the housing of five (5) City inmates per day regardless of the actual daily population. The County and Sheriff guarantee availability of a minimum of

five (5) beds per day for City use only, with the maximum number of beds depending on space available. Allocation of bed space may vary between pre-trial detainees and convicted prisoners, and by sex of inmate, with the Sheriff having sole discretion governing cell assignments; City inmates may be commingled with State and County detainees and inmates, provided the Sheriff and his detention officers shall assume full responsibility for the safety and wellbeing of City inmates in the facility population.

2.

In connection with the services herein provided, the Sheriff, or his personnel, shall, at a minimum: (a) complete an arrest/booking report, jail card, prisoner's personal inventory, and all other reports presently in use at the Spalding County Sheriff's Department or by the City of Griffin Police Department for each City prisoner, including availability of medical insurance coverage; (b) take and develop as part of the booking process a well-focused photograph of each City prisoner; (c) and fingerprint each City prisoner. The Sheriff shall furnish daily to the Chief of Police, or his designee, a timely copy of any written or computer-generated arrest/booking reports, and a monthly summary of arrest/booking activities involving City prisoners. It shall be the duty of the City, through its Police Department, to furnish the Sheriff with accurate copies of all citations, accusations, arrest warrants, bench warrants, sentences and other Municipal Court orders relating to the detention of any City inmate. The City Police Department shall remain responsible for scheduling first appearance and probable cause hearings on its pre-trial detainees in a timely manner; provided, the Sheriff shall make available at the Detention Facility an appropriate room for the conduct of such hearings.

3.

The Sheriff, and his personnel, shall exercise due care and diligence in providing for the physical care and maintenance of all City prisoners placed in his custody, in accordance with the such established standards as promulgated by case law or statute. The Sheriff shall provide routine medical care and health assessment as available to other prisoners by staff medical personnel and shall provide such emergency medical care and treatment, including transportation, as needed for City prisoners. Otherwise, the City shall schedule and pay the medical expense, if not reimbursed by insurance or third-party providers, for routine medical and dental care required outside of the Detention Facility for any convicted City prisoner while serving his or her sentence, including arranging the necessary transportation. The City shall remain responsible for transporting its prisoners, including pretrial detainees, to and from the detention facility for court and other lawful purposes.

4.

Any emergency medical expense incurred on behalf of a City detainee or prisoner (other than arising out of unauthorized intentional injuries of inmates by the Sheriff or his personnel, if any), including injuries suffered by acts of other inmates, shall be the sole and exclusive responsibility of the City, who shall be responsible for payment of said medical expenses directly to the service provider(s).

5.

As full consideration and payment for the services of housing and feeding City inmates, the City shall pay to the County a per diem rate per inmate, based upon the formula or computational example attached hereto as Exhibit "A". Said per diem shall be calculated using the actual number of City inmates in the jail population as of 8:00 A.M.

each day, provided, inmates shall be counted on the first day of incarceration but not on the date of release. The parties contemplate the per diem rate shall be adjusted annually based on the latest audit of the Spalding County Detention Facility and Sheriff's Department. In any event, the City agrees to pay to the County the per diem rate for a minimum of five (5) inmates regardless of the actual City population on any given day.

Upon submission of a statement or invoice from the Sheriff to the City Police Chief, calculating the payment due, the City shall pay the per diem charge monthly and within thirty (30) days of receipt of said statement or invoice. Any balance of deposits in the Spalding County Jail Fund from penalties imposed and collected by the City through its Municipal Court shall first be applied by the County as a credit against the monthly payment due. The County will periodically account to the City for the balances in said account and the amount thereof attributed to the City.

6.

The City shall indemnify and hold harmless the County and/or its Sheriff and Sheriff's Department personnel, from any and all claims, damages or expenses (including legal expenses incurred in defending lawsuits and habeas corpus petitions) arising out of or relating to the arrest and imprisonment of any person charged with violations of state law and City ordinances and booked and detained in the County Jail pursuant to this Agreement¹ except the City shall not be liable for any claims, damages or expenses that may arise due to acts or omissions of any agent or employee of the County and Sheriff arising solely from the detention of such person or the terms and conditions thereof. The County and Sheriff shall indemnify and hold harmless the City, its officers and employees, from any and all claims, damages and expenses, including legal expenses

incurred in defending actions, arising out of the detention of persons pursuant to this Agreement for which the County and / or Sheriff may be liable.

7.

The term for this contract shall commence on January 1, 2001, and shall expire, unless sooner terminated as set out below, on December 31, 2050. Either party to this contract may terminate this contract upon giving the other party ninety (90) days notice of its intention to terminate. At the expiration of the ninety (90) days this contract shall terminate in its entirety.

In the event, due to jail over-crowding or a prisoner suit involving the operation of said detention facility, the Sheriff cannot afford available housing for City prisoners, the Sheriff and County shall make appropriate arrangements for the boarding of City prisoners at another facility and assume the cost of transporting said prisoners to and from the Spalding County Detention Facility.

8.

This Agreement constitutes an intergovernmental contract between the City and County. This writing contains all terms and conditions and represents the entire agreement between the parties, superceding all prior negotiations, understandings or oral agreements. Any amendments to this Agreement shall be in writing, duly executed by all parties or their respective successors in office.

EXECUTED the day and year first above written by the hands and seals of the parties acting through their duly authorized representatives.

GEORGIA COUNTY OF SPALDING,

By:

Chairman

Attest:

Clerk

(Seal)
capacity as
Georgia

JAMES D. STEWART, in his
SHERIFF of Spalding County,

CITY OF GRIFFIN, GEORGIA

By:

Chairman

Attest:

Secretary

Exhibit "A"

Formula for Computation of
City per diem Rates

Jail Direct Costs Applicable to City Inmates
(Direct Costs of operating Spalding County Detention Facility, exclusive of transportation and outside medical care)

+

Indirect Costs of Sheriff's Department Relating to Jail Operations (prorated based upon number of budgeted positions for detention personnel in relation to total budgeted personnel of Department)

+

Annual Depreciation of Jail Building, Equipment & Furnishings (using straight-line method)

Equals: Total Jail Costs, plus Depreciation

Divided By: Average Daily Population (total inmates)

Equals: Per Diem Cost to City

Attached to this Exhibit "A" for illustrative purposes only is an example of Projected Per Diem Cost for FY 99. The intent of the parties is to use the County's most recent audit of Sheriff's Department and Jail Operations to project a per diem rate for each fiscal year (July 1 through June 30). The parties agree to annually adjust the projected per diem rate, as of January 1, during the term of the Agreement. In addition, using the most recent audit, the parties agree to make necessary adjustments for the prior calendar year, based upon actual audited costs. If amounts paid by the City in the prior calendar year were less than actual audited costs, the City agrees to pay any balance due to the County within ninety (90) days of receipt of an invoice. If the amounts paid were in excess of actual audited costs, the County agrees to credit the amount against current year's obligations.

PER DIEM COSTS OF SPALDING COUNTY JAIL

The computation of the per diem costs of housing inmates at the County Jail for the FY 1999 is \$42.81. I have made the following assumptions in computing these costs:

1. Total audited expenses for the Sheriff's Department at June 30, 1999 were \$7,507,296.72.
 2. "Direct costs applicable to City Inmates" equaled \$1,012,465.33. This is included at 100%.
 3. "Costs Not Related to City Inmates" equaled \$202,252.81. These costs have been completely excluded.
 4. The amount left, \$6,292,578.58, is the Sheriff's indirect cost and is used to figure the "Jail's Indirect Cost". This amount is prorated at 52.03%, which is the number of detention and jail related employees (77) compared to the total employees for the jail (148). Total jail indirect costs are \$3,274,028.64.
 5. Annual depreciation for this model totaled \$613,292.22. Depreciation was computed on a straight-line basis, with the life based on the asset class.
 6. Total FY 1999 Jail Costs equals the prorated Indirect Costs plus Direct Costs plus Annual Depreciation which comes to a total of \$4,899,786.18. This figure was divided by 365 days and then divided by the average daily occupancy of 313.58.
 7. The Per diem inmate cost is \$42.81.
4. Consider approval for renewal of Alcoholic Beverage License- Consumption on Premises-for:
- Ronald Milton Turner d/b/a Country Rock Café, 2700 North Expressway—Beer, Wine, & Liquor-2001 License. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Childres renewal license was approved by a vote of 4-1 with Commissioner Johnie McDaniel voting against the motion.*
 - Joe Lee Mathis d/b/a JJ's Restaurant & Lounge, 2043 Highway 16 West—Beer & Liquor-2001 License. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Childres renewal license was approved by a vote of 4-1 with Commissioner Johnie McDaniel voting against the motion.*

At this time County Attorney Fortune addressed the prohibition of alcoholic sales on Sunday in the Spalding County Code. The Griffin Moose Club is operating under the Georgia statute, which allows for not-for-profit private clubs and they can sell and serve on Sunday and they intend to be open on New Years Eve and can serve alcohol until 2:00 a.m. Country Rock does not fall under this operation so they cannot furnish, sell or serve alcoholic beverages on Sunday.

They can open New Years Eve Day and serve food but cannot sell or serve any alcohol between the hours of 11:00 a.m. and 12:00 midnight.

The question was asked if Country Rock could open up 12:01 a.m. Monday and stay open until 2:00 a.m. County Attorney Fortune answered yes they could. The code states that an establishment may not serve any beverages on any day after 2:00 a.m. and before 10:00 a.m. County Attorney Fortune stated that this is a contradiction and needs to be reworded and he will draft an amendment to the code and be placed on the January 8, 2001 agenda.

5. Consider at first reading an ordinance amending the FY 2001 Budge Ordinance to provide for position reallocations in Sheriff's, Jail and Narcotics Departments. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Johnie McDaniel amendment to Budget Ordinance was approved by a unanimous vote of 5-0. **The Ordinance will be incorporated into the minutes on second and final reading.***

6. Consider at first reading an amendment to the Spalding County Code relative to Chapter 4 of part II, Regulation of Manufactured Homes. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Childres amendment was unanimously approved by a vote of 5-0. **The Ordinance will be incorporated into the minutes on second and final reading.***

7. Consider resolution to transmit state-mandated environmental planning criteria to the McIntosh Trail Regional Development Center for review. (This criteria was adopted by the Board of Commissioners on first reading in the form of Amendment **UDO-#A-00-24.**) *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Childres the following Resolution was unanimously approved by a vote of 5-0.*

RESOLUTION

A Resolution Regarding an Amendment to the Spalding County Comprehensive Plan

WHEREAS, the Board of Commissioners of Spalding County, Georgia, has previously approved the *Short Term Work Program: 1999-2004* as an amendment to the County's Comprehensive Plan; and

WHEREAS, said document was reviewed by the Georgia Department of Community Affairs, and subsequent comments were submitted to Spalding County for consideration; and

WHEREAS, these comments called for the adoption of supplemental environmental protection measures; and

WHEREAS, said supplemental environmental protection measures must now be submitted to the McIntosh Trail Regional Development Center in accordance with the procedures as prescribed by the Georgia Planning Act.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Spalding County that the County Manager is hereby authorized to submit these environmental planning measures in the form of Amendment #00-24 to the Zoning Ordinance of

Spalding County (a/k/a the UDO), to the McIntosh Trail Regional Development Center for review and approval, after which the Board shall consider final adoption.

8. Consider recommendations from the Parks and Recreation Advisory Commission. The recommendations were as follows:

AMBUCS Club will pay to have for six (6) light poles with light fixtures to have the tee ball field lighted at AMBUCS Park and request approval for Parks and Recreation to handle the installation of same.

Griffin Youth Baseball will purchase four (4) batting cages at AMBUCS Park and request approval for Parks and Recreation to handle the installation.

Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Johnie McDaniel recommendations were unanimously approved by a vote of 5-0.

XII. REPORT OF COUNTY MANAGER

County Manager Wilson informed the Board that he has hired a new Personnel Director, Mrs. Loretta Hays and she will report to work January 24, 2000.

County Manager Wilson informed the Board that Ms. Carol Westbury, Animal Control Director, has resigned to accept another position and her last day of work was Wednesday. Brent Foster will be the Interim and will handle the day-to-day operations of the Shelter.

XIII. REPORT OF COMMISSIONERS

Commissioner Massengale had no comments.

Commissioner Johnie McDaniel asked County Manager Wilson to get Roland Hinnens to prepare the Board an estimate of the Poplar Street culvert showing the difference of replacing and not replacing the culvert so the Board will know how to proceed. This will be an item on the January 8, 2001 agenda.

Commissioner Martha McDaniel had no comments.

Commissioner Childres had no comments.

Commissioner Kendall had no comments.

XIV. CLOSED MEETING- n/a

XV. ADJOURNMENT

Upon motion by Commissioner Childres, seconded by Commissioner Massengale the meeting was unanimously adjourned by a vote of 5-0.



Please send comments to webmaster@spaldingcounty.com
Copyright © 2000 Spalding County all rights reserved