



# **Spalding** County online

## Board of Commissioners

### EXTRAORDINARY SESSION

The Board of Commissioners of Spalding County, Georgia, held their extraordinary session on Monday, August 19, 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 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 – Led by Chairman McDaniel in the absence of Rev. Valimont.**
- III. PLEDGE TO FLAG – Led by Commissioner Morrow.**
- IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION- n/a**
- V. PRESENTATION OF FINANCIAL STATEMENTS**

1. Consider approval of Financial Statements for the One Month Ended July 31, 2002. *Upon motion by Commissioner Morrow, seconded by Commissioner Martha McDaniel the Financial Statements were unanimously approved by a vote of 5-0.*

### **VI. CITIZENS COMMENTS**

1. Mark Scudder, 1714 Ridge Street, is present to discuss the Animal Control Ordinance and also to present pictures of a pit bull attacking him on March 28, 2002. Mr. Scudder presented the Board with a set of pictures of several dogs that had attacked him. He said that he was also attacked this past Friday and Saturday nights. He gave some statistics about dog incidents since January 1<sup>st</sup> of this year. He said that there have been 110 known attacks this year. He said that he has been attacked four (4) times in the last ten (10) months and has spent over \$10,000 in medical bills and legal fees. He said that the current Animal Control Ordinance is suppose to protect the health and safety of persons and animals in the County. He said that he was concerned about saving the lives of children.

Mr. Scudder was told that there is definitely something that can be done if you are bitten by a dog. There are also financial consequences imposed on a person after their animal has bitten someone. This is part of the state law.

County Attorney Fortune stated that we already have in place a dangerous dog ordinance and a potentially dangerous dog ordinance designed to handle these situations if it is followed and enforced. There is a process that kicks in once a complaint has been made.

The Board of Commissioners asked County Attorney Fortune to put together a package of Spalding County Animal Control Ordinance in comparison to State Statutes on animal control and owner responsibility. This item of owner responsibility for rampant animals will be an item on the October 7, 2002 agenda.

## **VII. PUBLIC COMMENT**

Mr. William Dixon, 132 LaPrade Road addressed the animal control ordinance. He said that there has been cruelty to his animal. He said that his dog has been provoked, petted and whistled at. He said that his dog had bitten someone and he is being sued for \$15,000. He made several comments regarding to Mr. Scudder's presentation. He said that there is plenty in the Animal Control Ordinance to make people responsible for their animals.

Mr. James Harmon, 107 Miranda Lane, stated that he had bought a home in Cody's Plantation and his complaint was with open building permits. He stated that a contractor had quit building on a home next door to him and it is unsafe and harms his property value. He said that the house is 50% complete and has no doors on it and open to vagrancy and kids to play and get hurt. He said that the house had not been worked on since he moved into his house in February and has been told that it has been at least a year since the home has been touched.

County Attorney Fortune commented that he has right to, if he feels this is a nuisance, to file an action in State Court/Superior Court and have it abated.

Assistant County Manager Sabine stated that building permits do not act indefinitely; however, if the building permit were to lapse, the unfinished structure would still be there. The building permit lapses after twelve months and the builder has to apply for a new permit.

## **VIII. MINUTES**

1. Consider approval of the minutes for the Regular Monthly Meeting of August 5, 2002. *Upon motion by Commissioner Morrow, seconded by Commissioner Martha McDaniel the minutes were unanimously approved by a vote of 5-0.*

## **IX. CONSENT AGENDA – n/a**

## **X. OLD BUSINESS**

1. **Lift from the table.** Consider the revised Youth Association Agreement as requested by the Parks and Recreation Advisory Commission in memo of August 6, 2002. *Motion made by Commissioner Morrow, seconded by Commissioner Martha McDaniel and unanimously approved to lift the item from the table.*

*Upon motion by Commissioner Johnie McDaniel, seconded by Commissioner Martha McDaniel the following revised Youth Association Agreement was unanimously approved by a vote of 5-0.*

## **ASSOCIATION AGREEMENT**

This agreement, made this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and between Spalding County (hereinafter called (“County”)) and \_\_\_\_\_, a nonprofit organization (hereinafter called “Association”).

In consideration of the mutual agreements contained herein, County and Association agree as follows:

1. The County agrees to provide playing fields to the Association in order that a youth sports program can be provided to the citizens of the County in accordance with Spalding County policies and procedures for Youth Sports Associations operating on Spalding County Park property.
2. County agrees to authorize Association to use the facilities as denoted on Facilities Drawing as attached and incorporated herein by reference, for a period of time beginning on \_\_\_\_\_, and continuing through \_\_\_\_\_. A new agreement must be signed annually. This agreement may be terminated by either party provided written notice is given thirty (30) days in advance.

3. The County designates the Director of the Spalding County Parks and Recreation Department (hereinafter called "Director") as its point of contact, coordinator and liaison person with the Association in the execution of the terms of this agreement.
4. Failure of County to insist upon a strict performance of any term or condition of this agreement shall not be deemed a waiver of any right or remedy the County may have, and shall not be deemed necessary by the County.
5. If Association defaults on any obligation under this agreement or violates any term hereof, County may terminate the agreement.
6. It is expressly agreed and understood that Association releases County, its agents and employees, from any and all damage or injury to persons or property arising out of the performance of this agreement and that Association shall indemnify and hold harmless the County against all damages, liabilities, expenses, and losses incurred by County as a result of Association's performance of this agreement. The Association shall provide comprehensive liability insurance coverage with the following minimum limits of coverage: \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each occurrence. A Certificate of Insurance will be issued showing Spalding County Board of Commissioners as an additional insured. The Certificate of Insurance must be provided at the time of signing this Agreement. No Association will be allowed the use of County property until proof of insurance has been submitted.

7. The Association agrees to furnish the County with the following: (1) A copy of the year-end financial statement, or if a newly formed Association, a copy of the budget, which includes finances and list of equipment; (2) A copy of the By-Laws; (3) A list of current board members with addresses and telephone numbers; (4) A list of all coaches' names, addresses, and telephone numbers; and, (5) A completed and signed application from each coach, league official, umpire and referee which allows for a background check to be conducted by the local law enforcement, and which must be completed before the draft.
8. The Association agrees to complete the "Participant's Report" as shown as Exhibit A, returning to the Director within thirty (30) days after the completion of the regular season.
9. In addition to the Participant's Report, the names of all out of County participants must be documented with a check attached which amounts to the \$10.00 per participant surcharge.
10. Each Association will provide own procedures for registering players who cannot afford to pay, and will provide written copy of procedure to be approved by the Advisory Commission. In return, the Association will not be required to participate in the scholarship fund. Parks and Recreation will keep fund for the football program. Each Association will have to demonstrate that its procedure is fair and equitable and no one is denied an opportunity to play. Any Association not providing this information in its annual financial report as required by the Association Agreement, will be required to pay \$2.00 per

participant with balance being included in the annual budget from the Board of Commissioners.

- 11. This agreement may be modified only by an agreement in writing between the County and the Association.
- 12. It is the intent of the County and the Association that nothing contained herein shall be interpreted to assign to the Association any status under this agreement other than that of an independent Association.
- 13. Nothing contained herein shall be construed to be a waiver of governmental immunity by the County, its officers and employees.
- 14. For the purpose of this agreement, any notices required to be sent to the parties hereof shall be mailed to the following respective addresses:

Association: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

County: Spalding County Parks and Recreation  
P.O. Box 1087  
Griffin, GA 30224

- 15. It is agreed between the County and the Association that this agreement shall be executed in an original and one (1) copy, which may be used for any purpose for which the original may be used.
- 16. Association shall have the right to assign the interest it holds in this agreement only with the prior written approval of the County.
- 17. The parties agree that the laws of the State of Georgia shall govern this agreement.

18. The Association agrees to submit to the Director no later than one (1) week prior to season opener a written schedule of all games. Any changes in the submitted schedule must be made in writing at least forty-eight (48) hours in advance of any game(s); weekends not included.
19. The facilities shall not be used for any purpose except for those herein designated, without the written consent of the County.
20. Association agrees that all coaches and officials must be National Youth Sports Coaches Association (N.Y.S.C.A.) certified, and further agrees that a mandatory background check by the local police officials will be conducted.
21. Association agrees the facilities will be used in a safe manner and in compliance with all applicable federal and state laws and County ordinances, rules and regulations.
22. Association agrees that it is unlawful to see or consume illegal drugs or alcoholic beverages on park property, and in the event of a violation, the authorities should be called.
23. Association shall not cause or permit damage or injury to the facilities. Association shall make no alteration, addition, or improvement to the facilities without County's prior written consent and any such alterations, additions, or improvements shall become and remain County property.
24. The County agrees to be responsible for field preparation for games; however, Associations with games on Sundays and holidays will be responsible for preparing fields for play, including checking fields for safety hazards. Further, the County agrees to prepare fields for sub-district, district, and state

tournaments with proper notification from Association and as overtime budget allows.

25. The County reserves the right based on inclement weather conditions to call games for the safety and well-being of the participants and spectators. If an Association uses the facilities after such an advisory by County, the Association will be in breach of this contract and hereby agrees to reimburse the County for additional cost to repair the field(s). The Association is responsible for communicating to its participants about the play of games during periods of inclement weather.
26. At the direction of the Director of Parks and Recreation, the County may enter the facilities at any time during the period of this agreement for such inspection or supervision as deemed necessary. The Association shall annually obtain a food service certificate and present to Parks and Recreation Department. If an Association has so elected to change a lock, the association is required to immediately give the Director a key and/or the combination of the lock.
27. The Director may issue a special permit upon request by the Association to close one field in each park during the calendar year. Otherwise, all fields are open for public use except when the Association has scheduled games or practices or maintenance work is being performed.
28. Association agrees that all plans for improvements or alterations to facilities must be submitted to the Director for review and approval. The plans must meet all Federal, State and Local Building Codes and are subject to the

approval of the County Building Inspection Department. Work may proceed only after receipt of written approval from the Director.

29. Association agrees that all work requests for general maintenance or special needs regarding existing facilities are to be made to the Parks and Recreation Department utilizing the work order request form and only when initiated by the President or his/her designated representative with the exception of emergencies. Emergency requests during evening and weekend hours should be handled through the On-Call Emergency System.
30. Association agrees that admission fees are prohibited for normal Youth Sports Association play. Admission fees may be collected by Youth Sports Associations for tournament play upon written approval of the Director.
31. Association agrees that the erection of any permanent signs must be approved by the Director. This includes signs attached to fences, buildings, and sponsor boards in the park. All signage in the parks must meet the requirements of the County sign ordinance. Further, all maintenance to the signs is the responsibility of the Association.
32. Association agrees that the Association is responsible for operating its programs in as safe an environment as possible. All sports equipment must meet national safety standards, and regular inspections as to the condition of the equipment should be performed. Association agrees that the Board of Commissioners has vested ownership in all equipment and property of the Association. This includes equipment rented or loaned to participants by the Association. All fields should be inspected before each use to insure a safe

atmosphere. The Association is responsible for immediately notifying the County of any damage or hazardous conditions. The Association understands that anyone it sub-contracts with is bound by obligations of the Youth Association Agreement.

- 33. The Association agrees, subject to appropriate classification for purposes of insuring the safety, health and welfare of participants that all persons shall be offered the opportunity to participate regardless of race, color, national origin, religion, sex, age and handicap, unless such participation would create a risk to the participant.
- 34. Association will be responsible for taking all precautions to prevent litter, noise, traffic and parking problems, etc., which would be a nuisance to residents around County parks.
- 35. Youth Associations agree to have all parents/guardians sign the Parent and Spectator Code of Ethics (Appendix C) and have all coaches and officials sign the Athletic Coaches and Officials Policies and Ethics (Appendix B).

\_\_\_\_\_

Signature

\_\_\_\_\_

Director Parks & Recreation

\_\_\_\_\_

Name

\_\_\_\_\_

Title

As President of \_\_\_\_\_

I acknowledge that I have read and hereby agree that I will abide by and insure compliance by the Association of all terms and conditions of this Facility Use Agreement. I understand that failure to comply could result in

revocation of the Association Agreement and that legal action could be taken against me as President of the Association.

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Signature

(Revised and Effective August 19, 2002)

## **XI. NEW BUSINESS**

1. Consider request from Rev. Tim Riordan of Crestview Baptist Church for an amplification permit for an outside tent revival on their property at Birdie Road and Patterson Road September 28 – October 2, 2002. The request is between the hours of 7:00 p.m. and 8:30 p.m. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Massengale amplification permit was approved by a unanimous vote of 5-0.*

2. Consider petition and request from residents in the Kennedy Drive Subdivision to make Kennedy Drive, Southside Drive, Canal Street and Enterprise Way an Animal Restraint District. *Motion made by Commissioner Morrow to make the following streets an Animal Restraint District effective November 19, 2002: Kennedy Drive, Southside Drive, Southside Circle, portion of Zebulon Road, Canal Street and Enterprise Way. Commissioner Martha McDaniel seconded the motion and motion was unanimously approved by a vote of 5-0.*

3. Consider approval for new Alcoholic Beverage License for 2002 Retail Package Store, Beer and Wine for the following:

- Seungeun Lee, Totus Tuus, Inc., d/b/a Griffin Farmer's Market, 1650 North Hill Street

*Upon motion Commissioner Martha McDaniel, seconded by Commissioner Morrow Alcoholic Beverage License was approved by a vote of 4-1 with Commissioner Johnie McDaniel voting against the motion.*

4. Consider at first reading ordinance amending the Fiscal Year 2003 Budget Ordinance to provide for prior year encumbrances. *Upon motion by Commissioner Morrow, seconded by Commissioner Martha McDaniel first reading of Ordinance to amend Budget Ordinance was unanimously approved by a vote of 5-0. **The Ordinance will be incorporated into the minutes on second and final reading.***

5. Consider approval of the "Intergovernmental Agreement" between the Secretary of State and Spalding County regarding the new electronic voting system for the State of Georgia. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the "Intergovernmental Agreement" was unanimously approved by a vote of 5-0.*

## **INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT memorializes the terms and conditions under which the State, as determined by the Secretary of State (hereinafter “the Secretary of State”), is furnishing a uniform system of direct electronic voting equipment (hereinafter “Voting System”) and certain services and grant funds to Spalding County (hereinafter “the County”) as part of implementing a uniform statewide voting system under O.C.G.A. § 21-2-300.

WHEREAS, the General Assembly of the State of Georgia has authorized the Secretary of State to provide a Voting System for the casting and counting of electoral votes in County, State and Federal elections in the State of Georgia and has further provided for and authorized the financing for the purchase of the Voting System;

WHEREAS, with proceeds from State general obligation debt issued by the Georgia State Financing and Investment Commission, the Secretary of State has, pursuant to a contract dated May 3, 2002 (hereinafter “Contract”), procured the Voting System that includes election management software, direct recording electronic voting devices, optical scanners for use in tabulating absentee and provisional ballots, and visually impaired voting devices; and as part of the Contract, the Secretary of State has also procured services that include Voting System training, software and technical support, and election database and ballot preparation (hereinafter referred to as “Training” or “Services”) for the initial use of the Voting System in the November, 2002 General Election in the State of Georgia;

WHEREAS, the Secretary of State has determined to allot the direct recording electronic voting devices of the Voting System (hereinafter “DREs”) among the counties according to a ratio of one DRE for every two hundred active, registered voters listed on the State’s Voter Registration System for each county as of April 1, 2002, as well as one optical scanner per County, and one visually impaired voting device per polling precinct;

WHEREAS, because the Voting System has been acquired with proceeds of State bonds, the State shall have the ownership of the Voting System and through the Secretary of State proposes to loan the Voting System to the County for use in the November 2002, General Election; and

WHEREAS, the Secretary of State accordingly has arranged for the allotted number of DREs based on the above formula and other components of the Voting System and Services to be delivered directly to the County pursuant to a deployment schedule under the Contract.

NOW, THEREFORE, the Secretary of State shall provide the County with its portion of the Voting System described herein along with certain Services and grant funds, subject to the terms and conditions set forth herein:

## **1. Scope of Agreement.**

- 1.1 Subject to and under the “Intergovernmental Contract Clause” of the Georgia Constitution, the Secretary of State is tendering the loan of the County’s portion of the statewide uniform Voting System described herein, and the County is borrowing the Voting System for use in the November 2002, General Election and other elections thereafter as are held from time to time. The loan of the Voting System is revocable and subject at all times to the direction of the Secretary of State to return or permit modification or replacement of all or a portion of the Voting System pursuant to her written instructions.
- 1.2 In order to participate in the uniform statewide voting initiative enacted by the General Assembly, the County must accept the terms of this Agreement, which acceptance will be indicated by taking delivery of the Voting System or any component thereof, by participating in the Training offered to County Election Officials on the use of the Voting System, by accepting Services offered to County Election Officials, by accepting the grant funds for voter education described below or by the return of an originally executed counterpart of this Agreement to the Secretary of State, whichever first occurs.

## **2. Delivery and Storage of the Voting System.**

- 2.1 The Vendor has undertaken to deliver the Voting System to the County pursuant to the deployment schedule as proposed by the Vendor in the Contract referenced above, and as may be modified upon mutual agreement of the Vendor and the Secretary of State. The County shall designate a specific location or locations for delivery and storage conforming to requirements of the Contract, Vendor and the Secretary of State.
- 2.2 As required by O.C.G.A. § 21-2-379.9, the rules and regulations promulgated thereunder, and instructions provided by the Secretary of State, the County shall take full responsibility for the care, storage, and use of the Voting System.
- 2.3 The County shall comply with the instructions for the storage, care, maintenance and use of the Voting System. The instructions include, but are not limited to, requirements for adequate electrical supply, climate-controlled storage and other specifications set by the Vendor in Exhibit “A” attached hereto. The County shall protect the Voting System from theft, damage, tampering and any other improper use not specifically set forth herein.
- 2.4 The County shall acknowledge and confirm receipt, possession, and storage of all components of the Voting System received pursuant to this Agreement including the physical address of the location where the components will be used during election periods and stored during non-election periods. The County’s confirmation shall be in the form of an inventory log reflecting the type of components received, the number of components received, and the serial number

for each component received along with the physical location of each component during use and storage. The inventory log shall be in a form similar to Exhibit "B", except that the form should contain locations of the equipment and should be signed by the appropriate County election official and returned to the State liaison listed in Section 11.4 no later than October 25, 2002.

- 2.5 Should it become necessary to relocate the Voting System or any component of the Voting System from one facility to another, the County shall notify the Secretary of State, the Elections Division and any designee of the Secretary of State in writing regarding the reason for the relocation and the proposed new location. Under no circumstances shall the County relocate the Voting System or any component of the Voting System until written authorization has been received from the Secretary of State, except in emergency situations beyond the control of the County. Any location must conform to the requirements set forth in this Agreement.

### **3. Use of Voting System.**

- 3.1 The primary purpose and use of the Voting System shall be for County, State, and Federal elections as well as for municipal elections in which a written intergovernmental agreement or contract exists between the County and the municipality establishing that the County will provide election services to the municipality. The County may allow the municipality to use the Voting System in local elections, provided the municipality has had adequate training in the use and care of the Voting System and adequate and appropriate technical support is available for preparation and administration of the election. The County is further authorized to utilize the Voting System for other legal purposes, including other local elections not specifically mentioned herein, provided these uses do not violate the Georgia Elections Code or the rules and regulations promulgated thereunder or interfere with the primary use of the Voting System.
- 3.2 The County shall follow all procedures regarding the use of the Voting System as provided for in the Georgia Election Code and any rules and regulations promulgated thereunder, as well as any provisions or rules promulgated by the Secretary of State.
- 3.3 Pursuant to O.C.G.A. § 21-2-300(b), the County shall provide polling places for the operation of the Voting System that have a sufficient number of electrical outlets and adequate electrical power and telephone lines as required by the aforementioned rules and regulations and further supplemented by Vendor specifications for the proper use of the Voting System.
- 3.4 The County shall use the Voting System to conduct elections in the polling place as well as for absentee and provisional voting. The optical scanner units acquired, as part of the Voting System, shall be used to tabulate absentee and provisional

ballots. Any existing optical scanner units in the possession of the County shall not be used to tabulate absentee and provisional ballots.

#### **4. Relationships.**

- 4.1 Only the Secretary of State shall have privity of contract with the Vendor of the Voting System described herein, except in those instances in which the County may make separate purchases under the Contract for its own account.
- 4.2 Pursuant to the aforementioned Contract, the Secretary of State has negotiated and arranged for special pricing to be available to the County for the purchase of additional Voting Systems and Services, including but not limited to additional DREs, optical scanners, voting equipment training, voting equipment maintenance, warranty coverage, technical support, and other items not specifically mentioned herein. The County is authorized to use the special pricing under the provisions of the State's Contract. The Secretary of State may provide advice and recommendations to the County on any purchases, if requested by the County; however, any costs incurred by the County for the purchase of any additional Voting Systems, Services or components of the Voting System are the sole responsibility of the County.
- 4.3 The ability of the County to use the negotiated prices under the provisions of the State Contract for the purchase of additional Voting Systems, or any components of the Voting System, including equipment, software, Services or warranties shall not modify the existing relationship between the County and the Secretary of State nor shall it modify this Agreement in any manner.

#### **5. Insurance, Risk Management and Warranty.**

- 5.1 Beginning when the State accepts ownership of the Voting System from its Vendor under the Contract, the Secretary of State will arrange with the Department of Administrative Services to cover the Voting System under the "Property Program," by which the State's Risk Management Services Division insures or self-insures state property against various hazards. The Secretary of State will advise the County before the end of State Fiscal Year 2003 whether the Secretary of State will continue coverage for the State Fiscal Year 2004. The County shall take all reasonable steps to protect the Voting System from theft, damage, tampering, and any other improper use not specifically mentioned herein while in storage or in use during an election pursuant to the Georgia Election Code and any rules and regulations promulgated thereunder.
- 5.2 Because O.C.G.A. § 21-2-300 requires a uniform Voting System, the County shall not modify the Voting System in any manner, including but not limited to, the attachment of additional devices, or the installation of any software or cards not approved or authorized by the Vendor and certified by the Secretary of State, unless such modifications have been authorized by the Secretary of State in

writing. The County may not upgrade the Voting System with software or firmware versions or other functions of the Voting System without explicit approval of the Secretary of State. Any proposed upgrades must have passed Georgia certification requirements. Any authorization to modify or upgrade the Voting System in any manner must be in writing from the Secretary of State.

- 5.3 As provided in the Contract, the Secretary of State has acquired an initial warranty plan for the Voting System provided to the County, which shall expire one year from the date of "Final Acceptance of the Statewide Voting System." Final Acceptance will occur when the Secretary of State has determined to her reasonable satisfaction that the Vendor has satisfactorily completed all Deliverables then required to have been performed through November 2, 2002, and the statewide Voting System has passed Logic and Accuracy Testing (hereinafter "L&A Testing") in each County.
- 5.4 Under the Contract, the County may extend the warranty plan prior to expiration of the plan. The cost to extend the warranty plan shall be the sole responsibility of the County. The Secretary of State is not responsible for providing any extended warranty coverage on the Voting System.
- 5.5 Any additional purchases or lease acquisitions of the Voting System acquired by the County using County resources shall be identified separately by serial number and shall be owned by the County and will be the sole responsibility of the County; any such equipment will be subject to the same care, maintenance and use provisions of the Georgia Election Code and any rules and regulations promulgated thereunder.
- 5.6 The County assumes all responsibility for the proper care, maintenance, and storage of additional Voting Systems or components thereof obtained with County funds; however the care, maintenance and storage of any additional Voting Systems or components thereof, acquired by the County shall not reduce or displace the care and maintenance required for the Voting System allotted to the County by the Secretary of State.
- 5.7 The Secretary of State and the County shall each be independently responsible for carrying out its official responsibilities at its own sole cost, risk, expense and responsibility with respect to activities under or related to this Agreement.

## **6. Technical Support.**

- 6.1 As required by O.C.G.A. § 21-2-300(c), the County shall provide or obtain adequate technical support for the installation, set up, and operation of the Voting System for each primary, election, and special primary and special election as the Secretary of State shall determine by rule or regulation. Pursuant to the Contract, technical support services will be provided by the Vendor to the County for elections held during the 2002 General Election through the 2004 General

Primary Run-off; however, this technical support will be gradually phased out over a 2 year period eventually terminating by the 2004 General Primary Run-off, as provided in the Contract.

**7. Voting System Training.**

7.1 The County will participate in the Training required by O.C.G.A. § 21-2-300(d) and provided by the Vendor under the Contract in order to train election officials and poll workers in the proper use of the Voting System. The County shall participate in every phase of training offered by the Vendor and any subsequent training conducted by the Vendor or the Center for Election Systems or any other agent as may be identified by the Secretary of State. Nothing in this paragraph shall preclude the County from entering into an agreement with the Vendor to conduct training, provide technical support, or other related services, which shall be the sole responsibility of the County.

7.2 The County shall bear the costs, including transportation, subsistence, and lodging, incurred by its election and registration officials in attending courses taught by or arranged by the Secretary of State for instruction in the use of the Voting System. The County shall send not less than two (2) members from its Election staff for training with the understanding that these members will assist the County in conducting training for its remaining election officials.

**8. Voter Educational Funding.**

8.1 As a participant in the statewide voting initiative, the County shall be eligible to receive an allocation of grant money for voter educational purposes from the Secretary of State. The County's allocation will be based pro rata by formula on the number of active registered voters registered in the County as of April 1, 2002.

8.2 Within 30 days of receipt of this Agreement the County shall provide the Secretary of State with the information requested in the Voter Educational Grant Allotment Form attached hereto as Exhibit "C". As a condition of receipt and use of the voter educational funding, the County promises to give the County Election Superintendent complete, discretionary access to the full amount of the grant, and the County Election Superintendent must apply the grant money allotted to the County for use in the 2002 General Election cycle for voter educational purposes only.

8.3 The County Election Superintendent shall utilize all or a portion of the grant funds to retain a county level voter education coordinator who will work in cooperation with the State level voter education coordinators for uniform, consistent and broad-based voter educational programs.

**9. Reporting Machine Tests and Election Results.**

9.1 The County shall provide the following reports to the Secretary of State:

- (a) Upon completion of the L&A Testing for the November 2002, General Election, the County shall forward, via facsimile, the L&A Testing Report attached hereto as Exhibit "D" to the Secretary of State within 24-hours of the test being concluded. This report will assist the Secretary of State in determining acceptance of the Voting System from the Vendor and establishing warranty and insurance coverage relating to the Voting System.
- (b) For the purposes of election night reporting, the County shall provide to the Secretary of State via modem, facsimile or any other means necessary, the consolidated election results of all races held in the County. The County shall make the arrangements necessary to perform this activity.
- (c) In the event modem or other electronic means of reporting election results are not available on election night the County shall utilize any of the alternative reporting methods required or permitted under the Election Code or the rules and regulations promulgated thereunder to submit election results to the Election Division of the Secretary of State on election night.

**10. Absentee and Provisional Ballot Printing.**

10.1 In order to obtain uniform election results and to conform to warranty requirements, County shall obtain Absentee and Provisional Ballots that meet the required printing specifications established by the Vendor. These specifications must be met in order for the ballot to be read by the optical scanner voting devices. As a matter of information to the County, without representation or warranty by the Secretary of State, the Vendor qualifies that certain printers identified in Exhibit "E" possess the capability to meet the required printing specifications. The required printing specifications may be obtained directly from the Vendor, Diebold Election Systems, Inc., by contacting Barry Herron, Vice President of Sales and Marketing (800-433-8683), Diebold Election Systems, Inc. at 1611 Wilmeth Road, McKinney, Texas 75069.

10.2 The County acknowledges that its failure to obtain ballots that meet the required ballot specifications may hinder the effectiveness and accuracy of the Absentee and Provisional Ballot System, and may make warranties and technical support difficult or impossible to enforce under the Contract. Furthermore, the County acknowledges that obtaining ballots from a printing vendor that is not qualified or capable of meeting the required ballot specifications may jeopardize the County's ability to meet its responsibility for production, support and recovery of election results for the optical scan ballots.

**11. Election Database and Ballot Preparation. (Service Bureau).**

- 11.1 As part of the Services available to the Counties, in order to facilitate the use of the Voting System and to provide safeguards in the conduct of the Election, the Secretary of State has arranged for the Vendor to create the Election Database and Ballots necessary for DRE voting in each county in the November 2002, General Election and any subsequent runoffs to that election (“Service Bureau”).
- 11.2 Whether the County Election Superintendent chooses to use the Service Bureau or to build the Election Database and Ballots for each precinct, the County Election Superintendent, shall provide Election Database and Ballot information to the Vendor within 3 business days upon request from the Vendor acting under direction of the Secretary of State. The information shall include all information necessary to build the Ballots needed for each precinct within the County for the November 2002, General Election and any subsequent runoffs to that election.
- 11.3 The County Election Superintendent shall proof the Election Database within 2 business days of receipt from the Vendor. The County Election Superintendent shall proof the Ballot created by the Vendor within 24-hours of receipt of the Ballot proof from the Vendor. The County Election Superintendent shall provide the Vendor and the Secretary of State with written verification that the Database and Ballot for each precinct contains accurate information for use in the November 2002, General Election.
- 11.4 It is the sole responsibility of the County Election Superintendent to have the County’s November 2002, General Election Database and precinct Ballots verified for use in the November 2002, General Election.
- 11.5 The Secretary of State shall not be responsible for verifying the accuracy of the County’s Election Database or precinct Ballots or for any County errors found within the Database created by the Service Bureau or the County.

## **12. Miscellaneous.**

- 12.1 Upon confirmation that the Voting System is in place and properly working, and upon the successful completion of the November 2002, General Election, the County may dispose of its existing voting equipment being replaced by the Voting System. Any revenue obtained from the disposal of the County’s existing voting equipment shall be retained by the County and used in any manner determined by the County.
- 12.2 The County shall give immediate notice by telephone to the Elections Division Director of the Secretary of State of any open records request for any computer programs, computer software or any other documents or materials relating to the Voting System. The County acknowledges that computer programs and computer software may be exempted from disclosure when meeting the definitions and provisions of O.C.G.A. § 50-18-72(f) and that an open records request may affect

State or Vendor rights. The County shall deliver to the Elections Division Director a copy of any written open records request received by the County promptly by electronic facsimile or in any event within 24-hours of its receipt the request. In so far as possible, the County will allow the Secretary of State prior opportunity to comment on the County's response to any open records request within this paragraph; however, such review shall be for the convenience of the Secretary of State, without responsibility or liability to the County.

- 12.3 The County will comply with all laws, rules and policies applicable to its activities under this Agreement.
- 12.4 The County and Secretary of State will each coordinate and conduct their ordinary communications through liaisons designated by them. The Secretary of State initially designates the following person listed below as her liaison under this Agreement. The County shall provide to the Secretary of State's Liaison, within 10 days from receipt of this Agreement, the name and contact information of its liaison for purposes of this Agreement:

For the Secretary of State:  
Kathy Rogers, Deputy Director of Elections  
2 MLK Jr. Drive, Suite 1104 West Tower  
Atlanta, Georgia 30334  
Telephone: 404-656-2871  
Facsimile: 404-651-9531  
E-mail: KRogers@sos.state.ga.us.

For the County: \_\_\_\_\_  
(Address: \_\_\_\_\_)  
Telephone:  
Facsimile:  
E-mail: \_\_\_\_\_

**13. Venue.**

13.1 Any suit between the Parties respecting to or relating to this Agreement must be brought in the Superior Court of Fulton County, Georgia, and the County irrevocably consents to the jurisdiction of the Superior Court of Fulton County and waives any objection it may now or later have to venue.

**14. Exhibits.**

14.1 The Exhibits annexed to this Agreement are hereby incorporated into it by reference.

**15. Entire Agreement.**

15.1 This Agreement contains the entire agreement between the parties with regard to its subject matter and supersedes all other prior and contemporaneous agreements and understandings between the parties. This Agreement may not be amended or modified except in writing by the Secretary of State.

15.2 The Secretary of State has signed a master copy of this Agreement with the intent that her facsimile signature shall act as an original for this Agreement.

In witness whereof, the parties have caused their hand and seal as follows, or have otherwise indicated their acceptance of this Agreement, as provided above:

CATHY COX  
SECRETARY OF STATE

ON BEHALF OF \_\_\_\_\_ COUNTY  
STATE OF GEORGIA

\_\_\_\_\_

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

6. Consider at first reading an ordinance amending the Spalding County Code adding "No Thru Trucks" on West McIntosh Road and Vaughn Road. *Upon motion by Commissioner Massengale, seconded by Commissioner Martha McDaniel first reading of ordinance was unanimously approved by a vote of 5-0. **The Ordinance will be incorporated into the minutes on second and final reading.***

7. Consider at first reading an ordinance amending the Spalding County Code to correct wording in reference to weight restrictions in Part VI, Chapter 2, Street Use Regulations. The ordinance changes weight limitations to restrictions. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow first reading of ordinance was unanimously approved by a vote of 5-0. **The Ordinance will be incorporated into the minutes on second and final reading.***

8. Consider at first reading an ordinance amending the Spalding County Code, Part VI, Chapter 1, Article G, Excise Tax on Hotels. This ordinance is to bring the code in line with state law. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the first reading of ordinance was unanimously approved by a vote of 5-0. **The Ordinance will be incorporated into the minutes on second and final reading.***

9. Consider request from the Griffin-Spalding Development Authority to postpone the projected November 2002 SPLOST vote until March 2003. *Motion made by Commissioner Martha McDaniel to accept their formal request. Commissioner Morrow seconded the motion and motion was unanimously approved by a vote of 5-0.*

10. Consider request from United We Stand Committee to utilize the Courthouse landing area for special September 11<sup>th</sup> Ceremony. *Motion made by Commissioner Martha McDaniel to approve request. Commissioner Morrow seconded the motion and motion was unanimously approved by a vote of 5-0.*

11. Consider request from United We Stand Committee for tourism funds for the September 11<sup>th</sup> program at Memorial Stadium. *Motion made by Commissioner Martha McDaniel to approve request of \$1,000 from tourism funds. Commissioner Morrow seconded the motion and motion was unanimously approved by a vote of 5-0.*

12. Consider approval of 2003 LARP request. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow, 2003 LARP list was unanimously approved by a vote of 5-0.*

13. Consider bids for installation of rubberized walking track surface for Wyomia Tyus Olympic Park. *Motion made by Commissioner Morrow to accept low bidder of Southwest Recreational Industries in the amount of \$31,768. Commissioner Martha McDaniel seconded the motion and motion was unanimously approved by a vote of 5-0. **Reference Contract #2002-08-19 (A).***

14. Consider approval of final plat of Shady Hill Subdivision, located off North McDonough Road. *Upon motion by Commissioner Morrow, seconded by Commissioner Massengale final plat was unanimously approved by a vote of 5-0.*

15. Consider acceptance of Right-of-Way Deed for Panita Lane (Shady Hill Subdivision). *Upon motion by Commissioner Morrow, seconded by Commissioner Martha McDaniel Right-of-Way Deed was unanimously approved by a vote of 5-0.*

16. Consider rescheduling September 2, 2002 meeting due to Labor Day Holiday. *Motion made by Commissioner Martha McDaniel to change the September 2<sup>nd</sup> meeting to Tuesday, September 3<sup>rd</sup>. Commissioner Morrow seconded the motion and motion was unanimously approved by a vote of 5-0.*

17. Consider limited moratorium on new development in the C-2 District. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the following Resolution was unanimously approved by a vote of 5-0.*

**RESOLUTION TO ENACT A  
MORATORIUM ON THE APPROVAL OF CONSTRUCTION PLANS FOR  
IMPROVEMENTS AND THE ISSUANCE OF  
BUILDING PERMITS FOR THE LOCATION AND PLACEMENT  
OF IMPROVEMENTS ON CERTAIN REAL PROPERTY  
WITHIN SPALDING COUNTY**

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 is empowered to consider and enact zoning and development regulations governing the development of property within Spalding County, Georgia;

WHEREAS, the Board of Commissioners of Spalding County exercised its authority to enact zoning and development regulations by adopting the Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County on January 4, 1994, and various other ordinances governing development thereunder (generally attached as Appendices) to such ordinance;

WHEREAS, the Board of Commissioners of Spalding County is also empowered with the authority and obligation to develop and prepare comprehensive land use planning within the boundaries of Spalding County, Georgia, and is currently engaged in the preparation of a new comprehensive land use map for such development;

WHEREAS, the Board of Commissioners has reviewed the existing Zoning Map of Spalding County and has noted thereon that certain real properties located in residential and agricultural areas were and have been zoned for heavy commercial and

industrial uses for many years, which uses are incompatible with the adjoining residential developments;

WHEREAS, the Board of Commissioners has determined that it is in the best interests of the citizens of Spalding County for the adoption of appropriate zoning resolutions to which correct this problem and to consistently zone such properties with the manner in which they are being used; and

WHEREAS, the Board of Commissioners desires to briefly control and prohibit heavy commercial and industrial developments on such properties until such time as these zoning issues can be addressed which development may adversely affect the implementation of the comprehensive land use map of Spalding County and negatively impact the aesthetic development of adjoining residential property in Spalding County;

NOW THEREFORE, IT SHALL BE AND IS HEREBY RESOLVED by the Board of Commissioners of Spalding County, Georgia, and the following Resolution shall be and is hereby enacted, as follows:

Section 1: Enactment of Building Permit Moratorium. The Board of Commissioners of Spalding County hereby enacts and directs any and all applicable agencies of Spalding County to enforce a moratorium on issuance of any new building permits for any development to be located on any and all property which is presently classified and shown on the Zoning Map of Spalding County as lying within the Manufacturing (C-2) district which does not abut and/or is not contiguous to a Street or Road, Arterial (as defined in Section 202(JJJ) of the Zoning Ordinance of Spalding County).

Section 2: Enactment of Construction Plan Moratorium. The Board of Commissioners of Spalding County hereby enacts and directs any and all applicable agencies of Spalding County to enforce a moratorium on acceptance and approval of any construction plans for any development to be located on any and all property which is presently classified and shown on the Zoning Map of Spalding County as lying in the Manufacturing (C-2) district which does not abut and/or is not contiguous to a Street or Road, Arterial (as defined in Section 202(JJJ) of the Zoning Ordinance of Spalding County).

Section 3: Definition.

For purposes of this Moratorium, a tract does not “abut” or is not “contiguous” to a Street or Road, Arterial when:

- a. such tract does not share any point of common boundary with the right of way of a Street or Road, Arterial;
- b. such tract does not share any point of common boundary with another tract zoned Manufacturing C-2 which abuts a Street or Road, Arterial; or

c. such tract does not share any point of common boundary with another tract zoned Manufacturing C-2 which is not also contiguous by sequential boundaries to another tract(s) also zoned Manufacturing C-2 that ultimately abuts a Street or Road, Arterial. For purposes of example, a tract which is zoned Manufacturing C-2 shall be contiguous to a tract which abuts a Street or Road, Arterial if all tracts located between the subject tract and the tract which is zoned Manufacturing C-2 and also abuts a Street or Road, Arterial are also similarly zoned Manufacturing C-2.

Section 4: Duration. The moratorium period shall commence on Tuesday, August 20, 2002 at 12:00 a.m. and shall terminate on January 31, 2003 at 11:59 p.m., unless extended by the Board of Commissioners of Spalding County.

Section 5: Impact on Other Development Ordinances. The provisions of this resolution shall not restrict or prohibit any other development of any real property except that specifically stated herein.

County Manager Wilson asked that an additional item be considered. He had received a request from Carolyn Phillips and James Scott of the Georgia Huntington's Disease Advocacy Network to use the Courthouse this week for a rally in support of Carol Carr and the request came I after the deadline for agenda items.

*Motion made by Commissioner Morrow to amend the Agenda to Item 18 under New Business. Commissioner Martha McDaniel seconded the motion and motion was unanimously approved by a vote of 5-0.*

18. Consider request from the Georgia Huntington's Disease Advocacy Network to use the Courthouse Thursday, August 22, 2002 from 10:00 a.m. until 1:00 p.m. *Upon motion by Commissioner Morrow, seconded by Commissioner Martha McDaniel the requested rally was unanimously approved by a vote of 5-0.*

## **XII. REPORT OF COUNTY MANAGER**

County Manager Wilson announced that the Ice Cream Social that Parks & Recreation is sponsoring for State Championship Teams has been changed. The event will be held Tuesday, September 10, 2002 at 5:00 p.m. at the Courthouse Annex Meeting Room. The Teams honored will be 14 & Under Boys Baseball and 12& Under Girls Softball and also four (4) State swimmers.

County Manager Wilson reminded the Board of the kick-off meeting for the Comprehensive Plan on Thursday, August 29, 2002 at 7:00 p.m.

## **XIII. REPORT OF COMMISSIONERS**

Commissioner Kendall made comments regarding the election tomorrow in regards to Commissioner Massengale running for State House Seat 95 and wished him good luck with the election returns.

Commissioner Massengale stated that he had received complaints regarding code enforcement not handling the complaints in a timely manner. He said that he knew Mr. Heath was doing all he could as he had 160 cases last month and the County was going to have to increase the size of Code Enforcement to handle complaints efficiently. It was noted that the additional position had been removed by the Commissioners early in the budget review and this will be looked at again during budget reviews next fiscal year.

Commissioner Martha McDaniel had no comments.

Commissioner Morrow made comments regarding the Agenda item, Citizen Comments and Public Comments being broken. He said he felt that we the Board should give the citizens their five minutes to speak without being interrupted by the Commissioners.

Commissioner Johnie McDaniel announced that the Sewer Task Force meeting which was to be held Tuesday afternoon at 3:00 p.m. at the Annex had been cancelled.

Commissioner Johnie McDaniel reminded the citizens that tomorrow is Election Day and to get out and vote.

Commissioner Johnie McDaniel also encouraged everyone to pray for rain as we surely do need it.

#### **XIV. CLOSED MEETING**

*Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Johnie McDaniel the Board voted unanimously to go into a Closed Meeting.*

1. The County Manager desires a Closed Meeting to discuss potential litigation.

Those present were Commissioners Michael Kendall, Dick Morrow, Martha McDaniel, Johnie McDaniel, Merrill Massengale, County Manager William Wilson, Assistant County Manager Michael Sabine, County Attorney Jim Fortune and County Clerk Phyllis Doane.

#### **CLOSED MEETING AFFIDAVIT**

*[A copy of the affidavit must be filed with the minutes of the meeting]*

STATE OF GEORGIA  
COUNTY OF SPALDING

#### **AFFIDAVIT OF CHAIRMAN**

Members of the Spalding County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of his/her knowledge and belief:

1.

The Spalding County Board of Commissioners met in a duly advertised meeting on August 19, 2002.

2.

During such meeting, the Board voted to go into closed session.

3.

The executive session was called to order at 7:38 p.m.

4.

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

Yes Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1);

No Discussion of tax matters made confidential by state law as provided by O.C.G.A. § 50-14-2(2) and  
(insert the citation to the legal authority making the tax matter confidential)\_\_\_\_\_;

No Discussion of the future acquisition of real estate as provided by O.C.G.A. § 50-14-3(4);

No Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. § 50-14-3(6);

No Other (describe the exemption to the open meetings law):  
\_\_\_\_\_ as  
provided in (insert the citation to the legal authority  
exempting the topic)\_\_\_\_\_.

This the 19th day of August 2002.

Sworn to and subscribed  
Before me this 19th day of  
August 2002.  
Phyllis P. Doane  
Notary Public  
My commission expires: March 13, 2006

Spalding County Board of Commissioners

Johnie A. McDaniel  
H. Merrill Massengale  
Martha W. McDaniel  
Dick Morrow  
M. Michael Kendall

*Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the Board voted unanimously to come out of Closed Meeting and go back into Open Session.*

*No action was taken at this time.*

**XV. ADJOURNMENT**

*Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the meeting was unanimously adjourned at 7:50 P.M.*

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County Clerk

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Chairman

Please send comments to [webmaster@spaldingcounty.com](mailto:webmaster@spaldingcounty.com)  
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