

EXTRAORDINARY SESSION

The Board of Commissioners of Spalding County, Georgia, held their Extraordinary Session on Monday, July 17, 2006 in their office in the Courthouse Annex in the City of Griffin, Spalding County, Georgia, beginning at 6:00 o'clock p.m. with Chairman Eddie L. Freeman presiding and Commissioners Cecil Davis, Gwen Flowers-Taylor, Edward Goss, Jr. and Johnie McDaniel present. Also present were County Manager William Wilson, Jr., Administrative Services Director Jinna L. Garrison, County Attorney Jim Fortune and Executive Secretary Teresa Watson.

I. OPENING (CALL TO ORDER) – Chairman Eddie L. Freeman

II. INVOCATION – Commissioner Johnie McDaniel

III. PLEDGE TO FLAG – Led by Commissioner Flowers-Taylor

Chairman Freeman welcomed everyone to the meeting, specifically noting the news media, Mr. Taylor with WHIE and Mr. Omar Ford with Griffin Daily News. He stated he hoped Spalding County would get some good press out of this and not any of the negative press it has been getting in the past month. He urged both of them to help in this regard.

IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION

1. Human Resources Director William Gay to present award of Wellness Grant to the Board.

Mr. Gay said the Association County Commissioners of Georgia (ACCG) had awarded a \$2500 grant to Spalding County for health and wellness programs. Chairman Freeman received the check on behalf of the BOC.

V. PRESENTATION OF FINANCIAL STATEMENTS

1. Consider approval of Financial Statement for twelve months ended June 30, 2006.

Ms. Garrison noted the audit starts in one week and year-end adjusting journal entries are being made presently. Ms. Garrison answered questions.

Commissioner Davis made a motion to approve, seconded by Commissioner McDaniel. Motion carried by a vote of 5-0.

VI. CITIZENS COMMENTS

1. City of Griffin Police Chief Frank Strickland would like to request the Board reinstate as mandatory the requirement that the Multi-Site 800 MHz Trunked Radio System RFP #06-02 be APCO 25 compliant.

Chairman Freeman noted Chief Strickland has requested to postpone his comments to the next Board of Commissioners meeting.

Motion to amend the agenda to cancel this item and reschedule for the August 7, 2006 Regular Monthly Meeting was made by Commissioner Davis, seconded by Commissioner Flowers-Taylor. Motion carried by a 5-0 vote.

VII. PUBLIC COMMENT

Chairman Freeman recognized Mr. Dick Morrow to speak and thanked him for all his hard work as Chairman of the Communication Study Committee and as a participant on the five-member board that selected the Communications Consultant, Mr. Macke.

Dick Morrow, 263 Westchester Drive, Griffin, Georgia

Mr. Morrow thanked Chairman Freeman and stated he was, indeed, a member of the committee who selected the Consultant, although he did not vote for Mr. Macke.

Mr. Morrow read a prepared statement for the record to be entered verbatim so as not to be misquoted. The statement follows:

“July 17, 2006

Dear Commissioners,

I have been asked by some members of the Radio Committee to appear before the county commission tonight and ask for a temporary halt in the 800 mhz radio purchase process. It is felt that Steve Macke, consultant, is quite biased and apparently favors one vendor over another. He was formerly employed by one of the bidding companies and has made negative comments about that company during committee and commission meetings. He also has made positive and supportive comments about one of the other bidding companies. What's equally disconcerting to some members of the committee is that Commissioner Goss has echoed those sentiments and has transmitted the impression that he and Macke have already chosen a vendor before the bidding process is completed.

Mr. Macke's supervisor at GTRI has said he wants Spalding County to be happy with their services and would replace Mr. Macke with another consultant if that is the County's wishes. Some of us believe that this could hopefully return the selection process to a level playing field. My request to the county commission is to halt the process long enough to get a non-biased replacement consultant from GTRI and restart the RFP procedure.

For the record: Mr. Macke states in his (on-line) resume that he worked for one of the large radio vendors bidding on this project. He claims to have left that company on agreeable terms. However, employees of that firm have told me "off the record" that Mr. Macke was fired. The official company line is "no comment." A law enforcement source has told me the police escorted Mr. Macke off that company property. Neither the firing, nor the forceful removal is verified by official records available to me; so I can not confirm them. However, from what I can find out, Mr. Macke has never chosen that firm as a winner in any bidding process in which he was in charge. All this makes me suspicious that this is not a fair and unbiased consultant. He might be completely unbiased, but the voters and taxpayers of Spalding County deserve a completely open, fair, and unbiased consulting and radio purchasing process. I believe having Mr. Macke replaced with another GTRI consultant could remove this cloud and make everyone more confident and comfortable with the procurement process for our very expensive 800 mhz radio system.

I might also add that Mr. Dan Brown of GEMA has publicly refuted some of Mr. Macke's anti-APCO 25 comments. If GEMA has awarded Spalding County a \$500,000 grant for our APCO-25 compliant system, I think we ought to pay attention to his views. Obviously, Mr. Macke does not!

It is creating suspicion that Mr. Macke, with the help of three county commissioners, has taken steps to change and downgrade our 800 radio system specifications to possibly make it easier for one particular company to win the bid. Whether this is true or not, the suspicion is widespread. To regain public trust, the county commission needs to ask for Mr. Macke's replacement and restart the process. This is much too important for our county's future to have anything but the most open, unbiased, and careful selection of our radio communications system.

Dick Morrow"

Mr. Morrow thanked the Board for its time and consideration.

Commissioner Flowers-Taylor said she understood commissioners were not supposed to respond to Citizens' Comments, but she wanted to ask Mr. Morrow to identify for the Board the members of the Communications Study Committee who asked that this letter be written submitted. Mr. Morrow declined, saying he had been asked not to divulge that information but rather to keep it confidential.

Chairman Freeman said he would like to state for the record that he (Mr. Morrow) cannot verify any of this information. It is all speculation, and Mr. Macke is not here to answer for himself. Chairman Freeman felt all of this was out of order to even let him come in to speak, but he felt he needed to let him speak because he was good at doing that. He asked for additional comments.

Janet Bailey, 1733 High Falls Road, Griffin, Georgia

She wondered why, if this concept was so widespread, had she not heard one thing regarding the matter before tonight.

Commissioner Davis asked if commissioners were allowed to say anything.

VIII. MINUTES

1. Consider approval of the minutes of the June 19, 2006 Extraordinary Session, the June 22, 2006 Special Called Meeting, and the June 22, 2006 Zoning Public Hearing.

Commissioner McDaniel moved to approve the June 19, 2006 Extraordinary Session minutes, seconded by Commissioner Goss. Motion carried by a vote of 4-0-1 with Commissioner Flowers-Taylor abstaining since she was absent from the meeting.

Commissioner McDaniel moved to approve the June 22, 2006 Special Called Meeting, seconded by Commissioner Davis. Motion carried by a vote of 4-0-1 with Commissioner Flowers-Taylor abstaining since she was absent from the meeting.

Commissioner McDaniel moved to approve the June 22, 2006 Zoning Public Hearing, seconded by Commissioner Davis, and motion carried by a unanimous 5-0 vote.

IX. CONSENT AGENDA

1. Consider approval on second reading of Amendment to the Official Zoning Ordinance of the following:
 - Amendment to UDO #A-06-07: Quarterly adoption of official zoning map in revised Geographic Information Systems (GIS) platform as applicable to unincorporated Spalding County.

IN RE: Text Amendment #A-06-07

AMENDMENT TO THE ZONING ORDINANCE OF SPALDING COUNTY

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; and

WHEREAS, the Board of Commissioners of Spalding County, Georgia enacted the current Zoning Ordinance of Spalding County, Georgia on January 4, 1994 and has amended said Ordinance subsequently; and

WHEREAS, the Zoning Administrator, in conjunction with the Planning Commission, has deemed it advisable to recommend amendment to a portion or portions of the Zoning Ordinance of Spalding County; and

WHEREAS, such proposed text amendment to the Zoning Ordinance of Spalding County was reviewed by the Spalding County Planning Commission, and a hearing on the text amendment was conducted by the Board of Commissioners of Spalding County, Georgia on June 22, 2006, 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; and

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: A new paragraph shall be added to Section 2302(E) of "Official Zoning Map Spalding County, Georgia (Official Map)" of the Zoning Ordinance of Spalding County as follows:

A new Official Map was adopted on July 17, 2006, which will replace the previous Official Map.

Section 2: The Chairman of the Board of Commissioners of Spalding County, Georgia is directed and authorized to execute such notice of the amendment to the Zoning Ordinance of Spalding County, Georgia.

Section 3: The Zoning Administrator is authorized and directed to enter such notice of the amendment to the Zoning Ordinance of Spalding County, Georgia accordingly.

Section 4: The foregoing amendment of the Zoning Ordinance of Spalding County, Georgia shall become effective immediately upon adoption of this resolution.

Section 5: All Ordinances or resolutions in conflict herewith shall be and are hereby repealed.

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- Amendment to UDO #A-06-08: Article 5. AR-1 – Section 503:E, Article 6. AR-2 - Section 603:E, Article 7. R-1 – Section 703:E, Article 7A. R-1A – Section 703A:E, Article 8. R-2 – Section 803:E, Article 8A. R-2A – Section 803A:E, Article 10. R-4 – Section 1003:E & Article 11. R-5 – Section 1103:E – amend accessory uses standards.

IN RE: Text Amendment #A-06-08

AMENDMENT TO THE ZONING ORDINANCE OF SPALDING COUNTY

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; and

WHEREAS, the Board of Commissioners of Spalding County, Georgia enacted the current Zoning Ordinance of Spalding County, Georgia on January 4, 1994 and has amended said Ordinance subsequently; and

WHEREAS, the Zoning Administrator, in conjunction with the Planning Commission, has deemed it advisable to recommend amendment to a portion or portions of the Zoning Ordinance of Spalding County; and

WHEREAS, such proposed text amendment to the Zoning Ordinance of Spalding County was reviewed by the Spalding County Planning Commission, and a hearing on the text amendment was conducted by the Board of Commissioners of Spalding County, Georgia on June 22, 2006, 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; and

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 deleted from the Zoning Ordinance of Spalding County, Article 5, “AR-1 Agricultural and Residential:” Section 503(E)(1-4).

Section 2: The following provision shall be added to the Zoning Ordinance of Spalding County, Article 5, “AR-1 Agricultural and Residential:” to appear as Section 503(E):

E. All accessory uses must meet the following standards:

1. They must be located in the side or rear yard, except on tracts of five (5) or more acres.
2. They must be located within all setbacks applicable to development of the lot within the zoning district, provided that accessory uses may be located up to five (5) feet from the side and rear property lines.
3. They may not be located in any front yard, except on tracts of five (5) or more acres.
4. Accessory buildings and structures not attached to the principle building must be located at least twelve (12) feet from the principle building on the lot.
5. Accessory buildings and structures that are attached to the principle building must match the existing exterior of the principle building.

Section 3: The following provision shall be deleted from the Zoning Ordinance of Spalding County, Article 6, "AR-2 Agricultural and Residential Rural Reserve:" Section 603(E)(1-4).

Section 4: The following provision shall be added to the Zoning Ordinance of Spalding County, Article 6, "AR-2 Agricultural and Residential Rural Reserve:" Section 603(E):

- E. All accessory uses must meet the following standards:
1. They must be located in the side or rear yard, except on tracts of five (5) or more acres.
 2. They must be located within all setbacks applicable to development of the lot within the zoning district, provided that accessory uses may be located up to five (5) feet from the side and rear property lines.
 3. They may not be located in any front yard, except on tracts of five (5) or more acres.
 4. Accessory buildings and structures not attached to the principle building must be located at least twelve (12) feet from the principle building on the lot.
 5. Accessory buildings and structures that are attached to the principle building must match the existing exterior of the principle building.

Section 5: The following provision shall be deleted from the Zoning Ordinance of Spalding County, Article 7, "R-1 Single Family Residential Low Density:" Section 703(E)(1-4).

Section 6: The following provision shall be added to the Zoning Ordinance of Spalding County, Article 7, "R-1 Single Family Residential Low Density:" Section 703(E):

- E. All accessory uses must meet the following standards:
1. They must be located in the **side or** rear yards.
 2. They may not be located closer than five (5) feet from any property line.
 3. They may not be located in any front yard.
 4. Accessory buildings and structures not attached to the principle building must be located at least twelve (12) feet from the principle building on the lot.
 5. Accessory buildings and structures that are attached to the principle building must match the existing exterior of the principle building.

Section 7: The following provision shall be deleted from the Zoning Ordinance of Spalding County, Article 7A, "R-1A Single Family Residential:" Section 703A(E)(1-4).

Section 8: The following provision shall be added to the Zoning Ordinance of Spalding County, Article 7A, "R-1 Single Family Residential:" Section 703.A(E):

- E. All accessory uses must meet the following standards:
1. They must be located in the side or rear yards.
 2. They may not be located closer than five (5) feet from any property line.
 3. They may not be located in any front yard.
 4. Accessory buildings and structures not attached to the principle building must be located at least twelve (12) feet from the principle building on the lot.
 5. Accessory buildings and structures that are attached to the principle building must match the existing exterior of the principle building.

Section 9: The following provision shall be deleted from the Zoning Ordinance of Spalding County, Article 8, "R-2 Single Family Residential:" Section 803(E)(1-4).

Section 10: The following provision shall be added to the Zoning Ordinance of Spalding County, Article 8, "R-2 Single Family Residential:" Section 803(E):

- E. All accessory uses must meet the following standards:
1. They must be located in the side or rear yards.

2. They may not be located closer than five (5) feet from any property line.
3. They may not be located in any front yard.
4. Accessory buildings and structures not attached to the principle building must be located at least twelve (12) feet from the principle building on the lot.
5. Accessory buildings and structures that are attached to the principle building must match the existing exterior of the principle building.

Section 11: The following provision shall be deleted from the Zoning Ordinance of Spalding County, Article 8A, "R-2A Single Family and Two Family Residential:" Section 803A(E)(1-4).

Section 12: The following provision shall be added to the Zoning Ordinance of Spalding County, Article 8A, "R-2A Single Family and Two Family Residential:" Section 803A(E):

- E. All accessory uses must meet the following standards:
1. They must be located in the side or rear yards.
 2. They may not be located closer than five (5) feet from any property line.
 3. They may not be located in any front yard.
 4. Accessory buildings and structures not attached to the principle building must be located at least twelve (12) feet from the principle building on the lot.
 5. Accessory buildings and structures that are attached to the principle building must match the existing exterior of the principle building.

Section 13: The following provision shall be deleted from the Zoning Ordinance of Spalding County, Article 10, "R-4 Single Family Residential:" Section 1003(E)(1-4).

Section 14: The following provision shall be added to the Zoning Ordinance of Spalding County, Article 10, "R-4 Single Family Residential:" Section 1003(E):

- E. All accessory uses must meet the following standards:
1. They must be located in the side or rear yards.
 2. They may not be located closer than five (5) feet from any property line.
 3. They may not be located in any front yard.
 4. Accessory buildings and structures not attached to the principle building must be located at least twelve (12) feet from the principle building on the lot.
 5. Accessory buildings and structures that are attached to the principle building must match the existing exterior of the principle building.

Section 15: The following provision shall be deleted from the Zoning Ordinance of Spalding County, Article 11, "R-5 Single Family Residential:" Section 1103(E)(1-4).

Section 16: The following provision shall be added to the Zoning Ordinance of Spalding County, Article 11, "R-5 Single Family Residential:" Section 1103(E):

- E. All accessory uses must meet the following standards:
1. They must be located in the side or rear yards.
 2. They may not be located closer than five (5) feet from any property line.
 3. They may not be located in any front yard.
 4. Accessory buildings and structures not attached to the principle building must be located at least twelve (12) feet from the principle building on the lot.
 5. Accessory buildings and structures that are attached to the principle building must match the existing exterior of the principle building.

Section 17: The Chairman of the Board of Commissioners of Spalding County, Georgia is directed and authorized to execute such notice of the amendment to the Zoning Ordinance of Spalding County, Georgia.

Section 18: The Zoning Administrator is authorized and directed to enter such notice of the amendment to the Zoning Ordinance of Spalding County, Georgia accordingly.

Section 19: The foregoing amendment of the Zoning Ordinance of Spalding County, Georgia shall become effective immediately upon adoption of this resolution.

Section 20: All Ordinances or resolutions in conflict herewith shall be and are hereby repealed.

2. Consider second reading of Amendment to the Official Zoning Map of the following: Application #06-03Z: Brooks Properties International, Inc., - 2181 North Expressway – 2.64 acres – C-1 to C-1B Conditional.

APPLICATION OF BROOKS PROPERTIES INTERNATIONAL, INC.
FOR REZONING CERTAIN PROPERTY
LOCATED WITHIN SPALDING COUNTY, GEORGIA;
REZONING APPLICATION 06-03Z

RESOLUTION AMENDING
THE ZONING ORDINANCE OF SPALDING COUNTY, GEORGIA
AND
THE OFFICIAL ZONING MAP 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, under the Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia the within described property is currently classified under the zoning classification entitled “C-1, Highway Commercial.”

WHEREAS, Brooks Properties International, Inc., applicant, applied for a change in zoning classification to be applied to the within described property to “C-1B, Heavy Commercial;”

WHEREAS, such application was filed with Spalding County, Georgia on April 18, 2006;

WHEREAS, such application was reviewed by the Spalding County Planning Commission, and a hearing on the application was conducted by the Board of Commissioners of Spalding County, Georgia on June 22, 2006, 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 and the Official Zoning Map of Spalding County, Georgia shall be and are hereby amended as follows:

Section 1: The Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia designating the boundaries of the several types or classes of zoning districts shall be, and is hereby amended so as to change the zoning classification applicable to the following described property:

All that lot, tract or parcel of land lying and being located in Land Lot 101 of the 3rd Land District, originally Henry County, now Spalding County, Georgia, containing 2.64 acres of land as show on Zoning Plat for Mark Brooks prepared by Conkle-Lane and Associates dated March 28, 2006 and may be more particularly described as follows:

Beginning at a Point located on the West right-of-way of U.S. No. 41 said point located 837.81 to the West right-of-way of Wayne Street; thence proceed North 01°11'46” East a distance of 120.17 feet to a point; thence North 89°56'35” East a

distance of 159.46 feet to a point; thence North 89°20'38" East a distance of 250.57 feet to a point; thence South 01°11'46" West a distance of 281.82 feet to a point; thence South 89°44'17" West a distance of 410.00 feet to a point; thence North 01°11'46" East a distance of 160.52 feet to Point of Beginning.

From "C-1, Highway Commercial" to "C-1B, Heavy Commercial" District.

Section 2: Pursuant to the authority granted to it by virtue of the Zoning Ordinance of Spalding County, Georgia, Section 414 (L) and upon a determination by the Board of Commissioners of Spalding County, Georgia that application of certain conditions on the amendment benefit the public and promote the best interests of the general welfare of the people, the following conditions shall be imposed upon the amendment to the Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia, as follows:

1. All outdoor storage shall be neat and orderly at all times.
2. The site will limit all lighting so any neighboring residential properties or rights-of-way will not be affected from glare.
3. The existing tenants operating under C-1B business zoning classification will be accepted as conforming business uses.
4. At no time shall tenants requiring a C-1B zoning classification comprise more than 12,500 square feet of total project area.
5. Outside storage will be permitted only for those C-1B business uses. Outside storage shall be permitted only if the storage areas are properly enclosed with appropriate fencing which eliminates all stored materials from view of the adjoining property neighbors.
6. Any use of space by C-1B business uses which involves continuous or unusually loud noises (such as automobile or motorcycle repair shops) shall have hours of operations starting no earlier than 8:00 a.m. and ending no later than 5:30 p.m. Monday through Saturday.
7. No outside night lighting of rear storage areas shall be allowed.

Section 3:

(a) Pursuant to the requirements of the Zoning Ordinance of Spalding County, Georgia, section 2302 (B), the Official Zoning Map of Spalding County, Georgia shall be amended to reflect the change made hereby to read as follows:

On July 17, 2006, by official action of the Board of Commissioners of Spalding County, Georgia, the following change was made in the Official Zoning Map, Spalding County: All that lot, tract or parcel of land lying and being located in Land Lot 101 of the 3rd Land District, originally Henry County, now Spalding County, Georgia, containing 2.64 acres, zoned C-1B, Conditional

(b) The Chairman of the Board of Commissioners of Spalding County, Georgia is directed and authorized to execute such notice of the amendment of the Official Zoning Map of Spalding County, Georgia.

(c) The Zoning Administrator is authorized and directed to enter such notice of the amendment of the Official Zoning Map of Spalding County, GA thereon.

Section 4: The foregoing amendment of the Zoning Ordinance of Spalding County, Georgia shall become effective immediately upon adoption of this resolution.

Section 5: All Ordinances or resolutions in conflict herewith shall be and are hereby repealed.

Commissioner Davis moved to approve all items on Consent Agenda, seconded by Commissioner McDaniel. Motion carried by a unanimous 5-0 vote.

X. OLD BUSINESS – N/A

XI. NEW BUSINESS

1. Conduct Public Hearing to consider the establishment of a street lighting district for Parliament Place Subdivision.

Commissioner Davis moved to open the Public Hearing to consider the establishment of a street lighting district for Parliament Place Subdivision, seconded by Commissioner McDaniel, and motion carried by a unanimous 5-0 vote.

Chairman Freeman moved to the next agenda item but retracted to entertain comments during the Public Hearing. He asked for public comment, and there was none.

Commissioner Davis moved to close the Public Hearing, seconded by Commissioner McDaniel, and motion carried by a unanimous 5-0 vote.

2. Consider request to approve street lighting district for Parliament Place Subdivision

Commissioner Davis moved to approve the street lighting district for Parliament Place Subdivision, seconded by Commissioner McDaniel, and motion carried by a unanimous 5-0 vote.

3. Conduct Public Hearing for Request to Abandon a Portion of Seven Forks Road and North Second Street Extension.

Commissioner McDaniel moved to open the Public Hearing for input on the Request to Abandon a Portion of Seven Forks Road and North Second Street Extension, seconded by Commissioner Davis, and motion carried by a unanimous 5-0 vote.

Chairman Freeman called for public comment, and there was none forthcoming.

Commissioner Davis moved to close the Public Hearing, seconded by Commissioner McDaniel, and motion carried by a unanimous 5-0 vote.

4. Consider approval of Resolution to Abandon a Portion of Seven Forks Road and North Second Street Extension.

Mr. Wilson noted that no adverse public input had been received on these requests but the School System had requested that the cul-de-sacs be large enough to accommodate a school bus turning around, and he assured the Board that Minerva would work with the County in this regard. The Post Office would only object to the abandonment if there were any active residences along any of the proposed roadways that would affect mail delivery, but there were none.

Commissioner Flowers-Taylor asked to reference a site plan and Mr. Wilson provided a plat and information. Ms. Jane Curtis with Minerva also offered to answer any questions posed by commissioners.

RESOLUTION TO ABANDON A PORTION OF NORTH SECOND STREET EXTENSION

WHEREAS, landowners contiguous to North Second Street Extension contend that a portion of North Second Street Extension has ceased to be used by the public to the extent that no substantial public purpose is served by said road and have requested the Board of Commissioners of Spalding County as the governing authority of said county, to abandon said portion of road as a part of the county road system; and

WHEREAS, on June 5, 2006 the Board of Commissioners adopted a resolution of intent to consider the abandonment of a portion of North Second Street Extension; and

WHEREAS, a copy of such resolution along with a copy of said plat and sketch was sent to each of the contiguous property owners and to the local Postmaster for review with the rural mail carrier and to the Superintendent of the Griffin-Spalding County School System for review with the person in charge of the bus transportation for students in the local school system, and in addition thereto copies of such resolution were posted at the Spalding County Courthouse and at the Spalding County Courthouse Annex; and

WHEREAS, no objections to such abandonment have been received;

NOW, THEREFORE, BE IT, AND IT IS, HEREBY RESOLVED by the Board of Commissioners of Spalding County that a portion of North Second Street Extension located in Land Lot 187 of the Third District of original Henry, now Spalding County, beginning at the intersection of the easterly Right-of-Way of Jordan Hill Road and the northeasterly Right-of-Way of North Second Street Extension, running southeasterly to a proposed cul-de-sac as indicated on the attached plat, has ceased for any reason to be used by the public to the extent that no substantial public purpose is served by it, accordingly, said road is hereby considered, ordered and declared abandoned, and it is

further ordered that said this portion of North Second Street Extension shall hereafter cease to be a part of the county road system; and

IT IS FURTHER RESOLVED that a copy of the within resolution shall be transmitted to the Georgia Department of Transportation and to the Spalding County Board of Tax Assessors, so as to record the deletion of a portion of North Second Street Extension as a part of the Spalding County road system; and

IT IS FURTHER RESOLVED that the within resolution shall become effective immediately and that all acts or resolutions, or parts thereof, in conflict herewith be, and the same are, hereby repealed.

This the 17th day of July, 2006.

Eddie L. Freeman, Chairman (L.S.)

Commissioner McDaniel moved to approve the Resolution to Abandon a Portion of North Second Street Extension, amended to include the request of the school system that the cul-de-sac be large enough for school buses to turn around, seconded by Commissioner Davis. Motion carried by a unanimous vote of 5-0.

RESOLUTION TO ABANDON
A PORTION OF SEVEN FORKS ROAD

WHEREAS, landowners contiguous to Seven Forks Road contend that a portion of Seven Forks Road has ceased to be used by the public to the extent that no substantial public purpose is served by said road and have requested the Board of Commissioners of Spalding County as the governing authority of said county, to abandon said portion of road as a part of the county road system; and

WHEREAS, on June 5, 2006 the Board of Commissioners adopted a resolution of intent to consider the abandonment of a portion of Seven Forks Road; and

WHEREAS, a copy of such resolution along with a copy of said plat and sketch was sent to each of the contiguous property owners and to the local Postmaster for review with the rural mail carrier and to the Superintendent of the Griffin-Spalding County School System for review with the person in charge of the bus transportation for students in the local school system, and in addition thereto copies of such resolution were posted at the Spalding County Courthouse and at the Spalding County Courthouse Annex; and

WHEREAS, no objections to such abandonment have been received;

NOW, THEREFORE, BE IT, AND IT IS, HEREBY RESOLVED by the Board of Commissioners of Spalding County that a portion of Seven Forks Road located in Land Lot 184 of the Third District of original Henry, now Spalding County, beginning at the intersection of the easterly Right-of-Way of Jordan Hill Road and the northwesterly Right-of-Way of Seven Forks Road, running northeasterly to a proposed cul-de-sac as indicated on the attached plat, has ceased for any reason to be used by the public to the extent that no substantial public purpose is served by it, accordingly, said road is hereby considered, ordered and declared abandoned, and it is further ordered that said this portion of Seven Forks Road shall hereafter cease to be a part of the county road system; and

IT IS FURTHER RESOLVED that a copy of the within resolution shall be transmitted to the Georgia Department of Transportation and to the Spalding County Board of Tax Assessors, so as to record the deletion of a portion of Seven Forks Road as a part of the Spalding County road system; and

IT IS FURTHER RESOLVED that the within resolution shall become effective immediately and that all acts or resolutions, or parts thereof, in conflict herewith be, and the same are, hereby repealed.

This the 17th day of July, 2006.

Eddie L. Freeman, Chairman (L.S.)

Commissioner McDaniel moved to approve the Resolution to Abandon a Portion of Seven Forks Road, with the same caveat that the cul-de-sac be large enough for school buses to turn around, seconded by Commissioner Davis. Motion carried by a unanimous vote of 5-0.

5. Consider authorizing Chairman to execute Service Agreement between Spalding County and Grice & Associates, Inc., as Consultant for Spalding County's Comprehensive Transportation Plan (CTP).
SERVICE AGREEMENT

THIS AGREEMENT, entered into as of the 17th day of July, 2006, by and between Spalding County, GA, a political subdivision of the state of Georgia (hereinafter referred to as the "County") and Grice & Associates, Inc., (hereinafter referred to as the "Consultant").

WITNESSETH THAT:

WHEREAS, the County desires to engage the Consultant to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by a grant(hereinafter referred to as the "Grant Contract") from the United States Department of Transportation through the Georgia Department of Transportation (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the Concerned Funding Agencies"); and

WHEREAS, the Consultant desires to render such services in connection with the Project;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of the Consultant. The County hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Scope of Services. The Consultant shall do, perform and carry out in a satisfactory and proper manner, as reasonably determined by ARC, the work and services described in Attachment "A" which is attached hereto and made a part hereof.
3. Time of Performance. The effective date of this agreement is October 15, 2005. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A." All work and services required hereunder shall be completed on or before December 31, 2007.
4. Compensation. The Consultant shall be compensated for the work and services to be performed under this agreement as set forth in Attachment "B" which is attached hereto and made part hereof.
5. Formal Communication. Formal communication regarding this agreement shall include, but not necessarily be limited to, correspondence, progress reports and fiscal reports.

All formal communication regarding this agreement shall be in writing between the person executing this agreement on behalf of the Consultant (executor) and the Spalding County Manager. However, the Consultant executor and Spalding County Manager shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this agreement. Any restrictions to such designation must be clearly defined in the written designation.

In this regard, the Spalding County Manager hereby designates the Spalding CTP Project Manager as his agent, except for changes and terminations of this agreement.

6. Review and Coordination. To ensure adequate assessment of the Consultant's Project and proper coordination among interested parties, Spalding County shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Consultant may be required to meet with designated representatives of Spalding County, ARC and the Concerned Funding Agencies from time to time to review the work and services performed. Consultant shall be given reasonable written notice of such meetings.
7. Instructions. Authorized representatives of the County, ARC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for the Consultant under this agreement shall be made available to designated representatives of the County, ARC and the Concerned Funding Agencies for inspection and review at all reasonable times in the Consultant's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Consultant of its obligation to correct, at its expense, any errors found in the work.
8. Maintenance of Cost Records. The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the agreement, and for

at least three years from the date of final payment under the agreement, for inspection by the County, ARC, the Concerned Funding Agencies, and if the work and services to be performed under this agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Consultant shall include the provisions of this paragraph in any subcontract executed in connection with this Project.

9. Consultant's Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such personnel shall not be employees of the County or ARC, nor shall such personnel have been employees of the County or ARC during any time within the immediately preceding twelve-month period, except with the express prior written consent of the County or ARC. Further, the Consultant agrees that no such former County or ARC employees shall be involved in any way with the performance of this agreement without express prior written approval of the County or ARC.

10. Reports. The Consultant shall furnish the County with narrative progress reports, in such form and frequency as may be specified by the Spalding County Manager or his designated agent, outlining the work accomplished by the Consultant during the period, including the current status of the Project, and the percentage of work which has been completed.

11. Compliance with Requirements of the Concerned Funding Agencies. The Consultant shall be bound by the applicable terms and conditions of the Grant Contract between the County and ARC which said Grant Contract is on file in the offices of Spalding County and is hereby made a part of this agreement as fully as if the same were attached hereto. The County will notify the Consultant in writing of any applicable changes within a reasonable time after the County has received appropriate notice of such changes from ARC.

12. Rights in Documents, Materials and Data Produced. For purposes of this agreement, "data" includes, but is not limited to, writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. The County, ARC and the Concerned Funding Agencies shall have the right to use same without restriction or limitation and without compensation to the Consultant other than as provided in this agreement. The Consultant acknowledges that matters regarding rights to inventions and materials generated by or arising out of this agreement may be subject to certain regulations issued by the Concerned Funding Agencies.

13. Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this agreement shall not be released to the public without first submitting the same to the County for review and comment. No such presentation shall be made until comments have been received from the County regarding such review; provided, however, if such comments have not been received by the Consultant within thirty calendar days after such submission, it shall be presumed that the County has no objection thereto. If the County's comments contain objections, reservations or disagreements regarding such material, the same shall accompany the material presented in such form as the County shall specify.

14. Employees' Rate of Compensation. The rate of compensation for work performed under this Project by a staff member or employee of the Consultant shall not exceed the compensation of such person that is applicable to his or her other work activities for the Consultant. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.

15. Financial Reports. In addition to other records required by this contract, the Consultant agrees to provide to the County such additional financial reports in such form and frequency as the County may require in order to meet the County's requirements for reporting to ARC.

16. Insurance. Consultant will have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices; including, at least, Worker's Compensation, Public Liability, Property Damage, and Valuable Papers coverage.

17. Audits. The Consultant shall cause audits to be accomplished in compliance with OMB Circular A-133, as amended. Copies of all reports resulting from said audits shall be furnished to the County no later than thirty calendar days after they are received by the Consultant.

18. Interest of Consultant. The Consultant covenants that neither the Consultant, nor anyone controlled by the Consultant, controlling the Consultant, or under common control with the

Consultant, nor its agents, employees or Consultants, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Consultant's service hereunder in an impartial and unbiased manner. The Consultant further covenants that in the performance of this agreement no person having any such interest shall be employed by the Consultant as an agent, Consultant or otherwise. If the Consultant contemplates taking some action which may constitute a violation of this paragraph, the Consultant shall request in writing the advice of the County, and if the County notifies the Consultant in writing that the Consultant's contemplated action will not constitute a violation hereof, then the Consultant shall be authorized to take such action without being in violation of this paragraph.

19. Interest of Members of the County and Others. No officer, member or employee of the County, ARC and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decision relating to this agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of the County, ARC or public official of any local government affected by the Project, have an interest, direct or indirect, in this agreement or the proceeds arising therefrom.

20. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this agreement or to any benefits to arise herefrom.

21. Status as Independent Contractors. Nothing contained in this agreement shall be construed to constitute the Consultant or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of the County, nor shall either party to this agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

22. Approval of Subcontracts. The Consultant acknowledges that subcontractor work or services to be performed under this agreement, financed solely or partially with federal funds, shall be governed by regulations requiring... The Consultant agrees to abide by such regulations.

23. Assignability. The Consultant shall not assign, sublet or transfer all or any portion of its interest in this agreement without the prior written approval of the County.

24. Amendments. The County may require changes in this agreement. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of the Consultant's compensation shall be incorporated in written amendments to this agreement. Amendments to this agreement may be executed on behalf of the County only by the County Manager and Board of Commissioners Chairman.

25. Assurances. The Consultant hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements, including, but not limited to, 23 CFR 450, 49 CFR 23 or 26 (as applicable), Executive Order 12372, U.S. Office of Management and Budget Circular Nos. A-21, A-87, A-122, A110 and A-133, 49 CFR 18 (The Common Rule), Federal Procurement Regulations Subpart 1-15.2, or other requirements imposed by the County, ARC or the Concerned Funding Agencies concerning requirements of law or Project matters, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted Project. Also, the Consultant gives assurance and certifies with respect to this agreement that:

(a) It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. The Consultant shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment

advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.

The Consultant shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Consultant shall not discriminate against any qualified client or recipient of services provided through this agreement on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Consultant shall cause foregoing provisions to be included in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for less than ten thousand dollars (\$10,000).

The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the County, ARC or the Concerned Funding Agencies may require.

The Consultant agrees to comply with such rules, regulations or guidelines as the County, ARC or the Concerned Funding Agencies may issue to implement the requirements of this paragraph.

(b) It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.

(c) It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.

(d) It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

(e) It will cooperate with the County in assisting ARC and the Concerned Funding Agencies in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966(16 U.S.C. 469a-1 et set.) by (a) consulting, through the County and ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through, the County, ARC, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all requirements established by the County, ARC or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.

(f) It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

(g) For agreements not involving federal financial assistance for construction, it will insure that the facilities under its ownership, lease or supervision used in the accomplishment of this Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Concerned Funding Agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the Project is under consideration for listing by EPA.

(h) It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities when such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(i) It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR part 60).

26. Certifications.

(a) Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this agreement shall be used to pay the salary or expenses of any Consultant, or agent acting for the Consultant, to engage in any activity designed to influence legislation or appropriations pending before the Congress.

(b) Debarment and Suspension. Consultant agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.

(c) Drug-Free Workplace. Consultant agrees and hereby certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing this requirement through to lower tier contractors.

27. County's Responsibilities. County agrees to provide full, reliable information regarding its requirements for the Project and, at its expense, shall furnish the information, surveys and reports, if any, listed on Attachment C. In addition, the County agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the Project as may be required from time to time for the performance of Grice & Associates' work. County's designated agent shall act on behalf of County with respect to this Agreement and agrees to render any decisions promptly to avoid unreasonable delay to the Project and the performance of the Consultant's work.

28. Other Requirements. In addition to other requirements of this agreement, the Consultant agrees to comply with, and shall be bound by, the applicable terms and conditions of all state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, as appropriate. All such documents are hereby made part of this agreement fully as if the same were attached hereto.

The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Consultant shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

The Consultant agrees to pay each subcontractor under this prime agreement for satisfactory performance of its agreement no later than ten business days from the receipt of each payment that said prime Consultant receives from the County. The prime Consultant agrees further to return retainage payments to each subcontractor within ten business days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both Disadvantaged Business Enterprises and non-Disadvantaged Business Enterprises.

29. Termination for Mutual Convenience. The County or the Consultant may terminate this agreement in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Consultant shall not incur new obligations for the terminated portion after the effective termination date, and shall cancel as many outstanding obligations as possible. The County and ARC shall evaluate each non-cancelable obligation to determine its eligibility for inclusion in Project costs. The County and ARC shall allow full credit to the Consultant for the County and ARC share of the non-cancelable obligations, properly incurred by the Consultant prior to termination and accepted by the County and ARC.

30. Termination for Convenience. The County may terminate this agreement, in whole or in part, at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty days before the effective date of such termination. In that event, all information and material produced or collected under this agreement and/or used in the performance of the scope of services shall, at the option of the County, become its property. If this agreement is terminated by the County as provided in this paragraph, the Consultant will be reimbursed for the otherwise allowable actual expenses incurred by the Consultant up to and including the effective date of such termination, as authorized in Attachment "B." The Consultant shall not incur new obligations for the terminated portion after the effective termination date, and shall cancel as many outstanding obligations as possible. The County shall evaluate each non-cancelable obligation to determine its eligibility for inclusion in Project costs. The County shall allow full credit to the Consultant for the County share of the

non-cancelable obligations, properly incurred by the Consultant prior to termination and accepted by the County.

31. Termination for Cause. If through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Consultant has or shall violate any of the covenants, agreements, representations or stipulations of this agreement, and after a reasonable opportunity to cure fails to do so, the County shall thereupon have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all information and materials produced under this agreement and/or used in the performance of the scope of services shall, at the option of the County, become its property. The Consultant shall be entitled to receive just and equitable compensation for costs incurred in the performance of the scope of service up to and including the effective date of termination as authorized in Attachment "B." Notwithstanding the foregoing, to the extent provided by law, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this agreement by the Consultant and the County may withhold any payments to the Consultant for the purpose of set-off for damages caused by the Consultants breach, until such time as the exact amount of damages to the County from the Consultant is determined.

32. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Consultant, this agreement may be immediately terminated without further obligation of the County.

33. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this Project. Consequently, the County reserves the same right regarding this agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Consultant from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Consultant prior to the date of suspension to the extent that they are not cancelable.

34. Unexpended Funds. Upon termination of this agreement for any reason, the Consultant shall immediately refund to the County any balance of unearned or unobligated (unencumbered) cash advanced to the Consultant under this agreement.

35. Applicable Law. This agreement shall be deemed to have been executed and performed in the State of Georgia. All questions of interpretation and construction shall be construed by the laws of Georgia.

IN WITNESS WHEREOF, the Consultant and the County have executed this agreement as of the day first above written.

ATTEST:
Teresa A. Watson (L.S.)
Ex-Officio County Clerk

SPALDING COUNTY:
Eddie Freeman
Chairman, Board of Commissioners

ATTEST:
Executive Assistant/Project Manager

GRICE & ASSOCIATES, INC.
Principal

ATTACHMENT A
Spalding County Comprehensive Transportation Plan
Scope of Work

I. General: The Consultant will provide professional services for the development of a Comprehensive Transportation Plan for Spalding County. The final document will be a clearly articulated, executable plan, inclusive of all local, regional, state and federal stakeholders.

II. AREA COVERED: The area of study for the plan development is defined as, but not limited to, the Spalding County jurisdictional boundary, including the municipalities of Griffin, Orchard Hill and Sunny Side, and an area three to five miles outside of the boundary into adjacent counties to promote coordinated regional transportation planning efforts. The county will be divided into sub-areas according to County Commission districts for the purpose of the CTP. An intensive sub-area analysis will result in a plan that recommends feasible transportation network improvements, land use practices, and solutions to enhance air quality and quality of life, locally and regionally.

III. GOAL: Spalding County, in cooperation with the Atlanta Regional Commission (ARC), McIntosh Trail Regional Development Center (MTRDC), Georgia Department of Transportation (GDOT), and other stakeholders, shall undertake a planning study effort that will result in a long-range Comprehensive Transportation Plan (CTP). Spalding County is included in a non-attainment area for ozone under the Clean Air Act Amendments of 1990. Because of this designation, the County must look toward better development practices that support increased use of transportation modes other than single occupant vehicles (SOV) to help reduce emissions and meet air quality requirements. Spalding County seeks to increase the use of alternatives to driving alone by developing transportation projects and other programs to improve connectivity, accessibility, public transportation, support further development and expand mixed-uses in the study area.

The CTP will also address connections between land use and transportation, giving explicit consideration to the ability to address environmental justice issues and make recommendations to support local and regional land use plans. Land use linkages and access management will be examined and considered in CTP recommendations. Criteria to monitor the achievement of local (and regional) transportation and land use goals and to track local (and regional) project and program implementation will be developed during the CTP process.

A key outcome of the CTP is to identify and/or reconfirm local community visions and priorities. Coordination with the regional planning process and consideration of the Department of Community Affairs' (DCA) minimum standards for comprehensive plans will help ensure that the plan is based both on regional goals and sound technical analysis. The plan will clearly define county-wide goals, needs and priorities and will support county and city comprehensive plans. Projects identified through a collaborative partnership between Spalding County, Griffin, Orchard Hill, Sunny Side, and neighboring jurisdictions will aid Spalding County, ARC and GDOT in the programming and implementation of future transportation investments.

IV. BACKGROUND: Spalding County is located approximately 40 miles south of Atlanta and 55 miles north of Macon. Spalding is approximately 20 miles south of Atlanta's Hartsfield International Airport, and only 2 miles south of the Atlanta Motor Speedway. According to Census 2000, the County has a population of 58,417 and approximately 198 square miles of land area.

The County is bordered by three of Georgia's fastest growing counties, Henry, Coweta and Fayette, which impacts Spalding County's land use and transportation network immensely and warrants the need for a county-wide comprehensive transportation plan. Therefore, as Spalding County develops its transportation plan, attention must be given to several factors:

- Growth on the south side of Atlanta is predicted to continue. Per ARC, "the locations of the growth are fundamentally changing. Historically, areas north of downtown Atlanta have claimed the greatest population increases. This trend began to change in the 1990s when growth accelerated in two southern counties, Henry and Fayette."
- ARC projections also suggest that "the 60 and older age segment will double its share of the population and those over 85 will be the fastest growing age segment in the next 25 years."
- The growth will place even greater strains on local and regional transportation systems. The County must accommodate growth by implementing alternative modes of transportation, maintaining existing transportation system networks, preserving future corridors and, as a last resort, adding capacity to key corridors with rapidly diminishing levels of service.

The Comprehensive Transportation Plan (CTP) will clearly define county-wide goals, needs and priorities. The plan and program will compliment and facilitate the Atlanta Regional Commission's efforts to identify regional transportation needs and solutions. The CTP is a key mechanism that Spalding County will use to define which projects and programs to support and assist in funding. Priorities identified by the CTP will form the basis for future funding requests submitted to ARC and GDOT during Transportation Improvement Program (TIP) and Regional Transportation Plan (RTP) update cycles.

The CTP will support county and city comprehensive plans. The CTP will be developed through a collaborative process which will include Spalding County, City of Griffin, Orchard Hill, Sunny Side and other stakeholders. It will address connections between land use and transportation, giving explicit consideration to the ability of recommendations to support local and regional land use plans. Land use linkages, access management, regional connectivity and multiple modes of transportation will be examined and considered in CTP recommendations.

V. SCOPE OF WORK:

The scope of work for this project is divided into six (6) work tasks. All work tasks refer to the development of a Comprehensive Transportation Plan. The most current DCA requirements, "Minimum Standards and Procedures for Local Comprehensive Planning," should also be used as a resource on the details of state minimum comprehensive planning requirements.

This scope of work only represents the minimum requirements, however, Spalding County expects the Consultant to exceed the County's expectations by utilizing their expertise and years of transportation planning experience to expand upon the minimum requirements to completely meet and exceed the needs of the County. The CTP should address planning factors mandated by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) that are appropriate for county-level transportation planning.

Task 1: Public Involvement

Consultant shall develop a Community Participation Program Plan and submit copies to Spalding County and ARC for review before public outreach is initiated. A minimum of one (1) public workshop and two (2) public hearings must be conducted prior to the submittal of a draft plan document. Additional public involvement shall include public workshops, additional public hearings, citizen surveys, stakeholder committees, web sites, and other methods of soliciting community input. Representatives of regional and state agencies will be invited to participate at public hearings and other outreach efforts as appropriate. Stakeholder advisory and resource roles will be identified at the beginning of the planning process.

- a. Community Participation Program Plan (CPP): Consultant shall develop an outline of the public outreach process and a list of participants involved in the stakeholder and technical advisory committees, and forward that to Spalding County before outreach is initiated. Also, the Consultant will prepare the CPP and present it to the Spalding County Board of Commissioners and ARC's Public Involvement Advisory Group (PIAG) for review. Following the presentation to PIAG, the Consultant will forward any recommended changes to Spalding County for review and approval. The Consultant will provide to Spalding County 100 copies of the final plan document.
- b. Public Involvement Advisory Group (PIAG) Coordination: PIAG ensures that public outreach activities do not conflict, and coordinate when possible. It will be expected that the Consultant shall provide a calendar of all public outreach activities a month prior to the scheduling of meetings to Spalding County and ARC for PIAG review.
- c. Stakeholder Committee: The Consultant will rely on guidance and direction from the Griffin-Spalding Area Transportation Committee (GSATC), acting as the Stakeholder Committee. The GSATC is composed of elected and appointed officials, including representatives from Spalding County, Griffin, Orchard Hill, Sunny Side, State of Georgia, Griffin-Spalding County School System, Griffin-Spalding Chamber of Commerce, Griffin-Spalding Development Authority, McIntosh Trail Regional Development Center, Georgia Department of Transportation, Atlanta Regional Commission, and Georgia Regional Transportation Authority and Griffin/Spalding County staff. For the sake of developing a county-wide Comprehensive Transportation Plan, temporary committee members may be drawn from the neighboring jurisdictions of Pike, Lamar, Butts, Henry, Coweta, Fayette, Clayton and Meriwether Counties.
- d. Technical Advisory Committee: The Consultant will assemble a Technical Advisory Committee to provide technical advice and guidance on plan development. Technical Advisory Committee members are to be selected from GSATC, ARC, GDOT, GRTA, Transit Operators and neighboring jurisdictions and other key stakeholders.
- e. Public Meetings: All public outreach activities will be coordinated through the Project Manager. Handouts and publications should be given to the technical committee before distributed to the public. Consultant will be expected to facilitate all public meetings, except where indicated otherwise.
- f. Documentation and Dissemination: Technical memoranda, technical documentation and public meeting/workshop summaries will be delivered to Spalding County via hard copy and electronic format, with additional distribution to the Stakeholder and Technical Advisory Committees. All documentation will be made available to the public and placed on the project website for public access.

The following will occur at a minimum during this task:

- Develop Community Participation Program Plan
- Distribute Public Announcements and Postcard Reminders
- Conduct Public Outreach Meetings and Local Government Meetings
- Develop/Distribute Newsletters
- Establish/Market Toll Free Hotline
- Establish/Market Website(s)

- Summarize Meetings, Workshops and Presentations: Provide both Hard Copies and Electronic Versions.
- Conduct Milestone Briefings to Local Committees/Boards, Civic/Interest Groups and ARC's TCC/TAQC Committees.

Task 2: Inventory of Existing Conditions

An inventory will be conducted of the transportation network and its level of service including existing conditions, deficiencies, recent historical trends, current traffic data and traffic counts, accident frequency and location data, design volume capacity, and average daily trip (ADT) volumes; specifically targeting problem areas such as roadways, intersections, access and signalization. The inventory shall include at a minimum all significant:

- A. Streets, Roads and Highways
- B. Signals and Signs (Multiple Modes)
- C. Bridge Inventory and Conditions
- D. Bicycle and Pedestrian Facilities
- E. Parking Facilities
- F. Public Transportation and Services
- G. Railroads (Freight and Passenger) and
- H. Airports

Adequate data will be collected to allow a thorough assessment that identifies and addresses potential issues and solutions. Data collected may include (and is not limited to) location, facility type (functional classification), conditions, accident data, average daily travel volumes, and TIP/RTP programs and projects. In addition, land use and zoning policies in place must be inventoried in relation to local Comprehensive Plans, and Regional Development Plan (RDP) policies, along with Developments of Regional Impact (DRI) projects, and projects recommended through Livable Centers Initiative (LCI) studies.

The inventory of public transportation and services must include existing and/or recommended public transit routes and service areas, number of vehicles, ridership, vehicles miles traveled (VMT), service frequency, existing rights-of-way, major public transit trip generators and attractors and major public transit intermodal terminals and facilities, transit terminals and transfer stations. Access to these facilities for automobiles, bicyclists and pedestrians must also be considered.

2.1 Geographic Information System (GIS) and Travel Demand Model (TDM)

The consultant will review existing GIS data and subsequently draft an Analysis Summary and GIS Data Development Plan for future consideration by Spalding County and its municipalities. The plan will detail required hardware and software packages for both the GIS data storage/manipulation and Travel Demand Modeling. Considering that Spalding County was just recently included into the ARC 18-county transportation planning area, the travel demand model (TDM) currently being developed by ARC will require additional detail. To ensure that timely, detailed data is developed for Spalding County, the Consultant will work cooperatively with the Atlanta Regional Commission (ARC), Spalding County Transportation Planning Project Manager ("project manager"), McIntosh Trail RDC, Spalding County Planning Department, City of Griffin Planning Department and Department of Public Works, and other stakeholders. The consultant will identify/create traffic analysis zones and Travel Demand Modeling data specific to Spalding County, which can be easily integrated into the regional model developed by ARC.

The following activities will occur at a minimum during this task:

- Evaluate ARC 20-county Travel Demand Model (TDM)
- Test scenarios created for Spalding County in the ARC Model
- Prepare Technical Report that:
 - Addresses Spalding County Modeling Needs
 - Recommends refinements to the ARC Model
- Prepare data for ARC's Consultant to generate needed model runs
- Apply approved methodology to derive the following:
 - Model Based Growth Rates
 - Travel Sheds
 - Estimated Future Travel
 - Manual Assignments
 - Assessed Alternatives
 - Estimated Impacts

2.2 Mapping

All inventoried items must be mapped digitally and converted to a standard shapefile (.shp) for future use. Correct, concise metadata will accompany all shapefiles submitted. The Consultant will create a series of hard copy maps in sizes ranging from 11X17 to 36X48. All 11X17 maps will be included in the draft and final reports. Hard copy and electronic versions of final maps will be delivered to Spalding County. Additional requests may be made by the project manager, according to project resources.

A report will be prepared detailing the inventory, needs, issues, and opportunities. The report shall be submitted to Spalding County for review and comment before commencing work on Task 3. This report will be presented to the public and stakeholder groups.

Task 3: Assessment of Current and Future Needs

The assessment of needs must determine, based on population projections and needs and goals identified in other plan elements, whether future needs of the community can be met with existing facilities and services or whether improvements will be needed to accommodate anticipated population and economic growth and the continuing need to protect natural and cultural resources. Transportation facilities will be assessed at 5-year intervals over a 20-year planning horizon on:

- A. Existing/Future Transportation System Levels of Service and System Needs (Design and Operating Capacities, Level of Service, ADT and/or peak hour vehicle trip, existing modal split)
- B. Existing/Future Public Transit Facilities Needs
- C. Availability and Adequacy of Transportation Facilities and Services to Serve Existing and Future Land Uses
- D. Projected Overall Transportation System Levels of Service and System Needs
- E. Forecasted transportation demands on Spalding County's road network at 5, 10, and 20-year horizons based on current and future land use plans of Spalding County and neighboring jurisdictions.
- F. Forecasted travel demands on Spalding County's transportation network generated from Clayton, Fayette, Henry, Coweta, Pike, Lamar, Butts, and Meriwether Counties.
- G. Transportation demand forecasts that consider regional population and employment growth projections. Forecasted regional growth centers should be mapped to highlight critical transportation planning areas and regional impacts on the local transportation network.
- H. Prepared economic analysis report for the Spalding County Transportation Systems Network. The Economic Analysis report will provide a comprehensive, easy to understand overview of the relationship between the economy and the local transportation systems network.
- I. Identified and prioritized projects based on need and purpose, cost considerations, funding availability, regional compatibility (GDOT, ARC, GRTA, etc.) and system-wide timing.
- J. Identified and prioritized corridors to be reserved for long-range multimodal and/or capacity projects.
- K. Identified and prioritized bicycle/pedestrian projects and corridors that improve accessibility, connectivity and provide an alternative to motor vehicle travel.

Methods of optimizing existing streets, roads and highways, through system operational improvements, access management, land use policy and transportation demand management strategies, must be investigated as a preferred alternative to expanding facilities. The assessment must also determine whether or not mobility needs of people and goods can be accommodated on alternative modes of transportation. Growth trends and travel patterns, including the interaction between land use and transportation, must be reviewed. The analysis of needs and deficiencies must also include intermodal terminals and connections, high occupancy vehicle lanes, park-and-ride lots and other facilities.

The ARC travel demand model and population and employment forecast will be used. The ARC model will be supported by existing travel demand models relevant to the study area. Any deviations from the ARC forecast data must be noted. The goals identified in other local comprehensive planning elements including future land use maps will be also be considered.

3.1 Assessment of Local Transportation Planning Process

The purpose of this task will be to assemble the transportation planning processes from the local municipal level on up to the federal government level; and identify strategies for integrating transportation and land use planning at the local level according to local, state and federal policies. Evaluate and refine as necessary, the policy development and transportation planning process in Spalding County and the coordination between the County and municipalities.

At a minimum the Consultant will provide a written summary of findings that includes recommendations, flow charts and PowerPoint presentations detailing the local-federal transportation planning process.

Task 4: Recommendations

Community goals and an associated implementation program will be developed based on the results of the inventory and needs assessment.

Recommendations must include at a minimum:

- A financially unconstrained aspirations plan of transportation projects, prioritized by mode.
 - Project details should include a summary of all modes to be addressed on the corridor, termini, cost, and an implementation plan.
- An Access Management plan policy and implementation strategies.
- Land use policy recommendations and development strategies.
 - A list of major problem areas and corridors that will be targeted for new or re-development to support short and long-range transportation strategies must also be included. (Note: These recommendations should be supported by the future land use map in the County Comprehensive Plan.)
 - Transportation Impact Fee Program recommendations
- The identification of potential funding sources and innovative planning solutions.
- A 5-year action plan for land use and transportation recommendations. In addition, a 20-year land use and transportation policies plan.
- A process for monitoring program implementation progress.

Other key elements include the identification of steps to implement the CTP such as future SPLOSTs, consensus building activities, and policy change recommendations. Project listings and maps will be developed, as appropriate. Recommendations shall be developed in a consultative environment involving the public and key stakeholders.

Task 5: Documentation

Information collected and developed as part of Tasks 1, 2 and 3 will be compiled into draft and final documents. Key stakeholders at the local, regional and state level will provide advisory comments on the project documents. As a final product, the Consultant must provide 100 hard copies of the Comprehensive Transportation Plan and electronic versions on CD (in Microsoft Word/PowerPoint/Excel and PDF formats).

Final Deliverables:

- a. Public Involvement Plan/Community Participation Plan
- b. Executive Summary on Inventory and Needs Assessment
- c. A 5-year constrained project action plan. The action plan will have transportation projects and land use strategies ranked by priority with funding sources included. The sources include local, state and federal funds (must show local matching). The action plan must also include a list of actions that must take place to move a project forward including land use and transportation policy changes, consensus building activities, SPLOSTs, etc.
- d. A financially unconstrained project listing by project type, ranked by priority including projects that are underway, short range, intermediate and long range (20-year). Potential funding sources should also be identified.
- e. Capital Improvement Program of short, intermediate and long range projects with itemized cost estimates for each project and project phase.
- f. Final Document and Supporting Documentation including modeling data, CMS Reports and GIS shapefiles.
- g. Summary of Public Outreach Activities
- h. All documents should be sent directly to the Project Manager. Final copies should be submitted in hard copy and electronic format.

Task 6: Reporting

Consultant is required to submit a monthly progress report to Spalding County with each invoice requesting payment, specifying how the above tasks have been fulfilled. Consultant will provide quarterly updates to the Griffin-Spalding Area Transportation Committee and will present final plan to ARC with the assistance of Spalding County TCC and TAQC representatives. Consultant should be prepared to address changes based on ARC comments.

Required Documents to be reviewed by both Spalding County and ARC:

- a. Spalding County and ARC will receive copies of the Community Participation Plan

- b. Spalding County and ARC will receive copies of the Executive Summary outlining the data collection and analysis phases.
- c. Spalding County and ARC will have the opportunity to comment on recommendations prior to final draft submittal.
- d. Spalding County and ARC will receive a final draft for review 60 days prior to contract end date.

ATTACHMENT B
Compensation and Method of Payment

I. Compensation: The total cost of the Project (as described in "Attachment A") is \$162,000. A breakdown of this compensation is shown in Exhibit B-1, "Project Fee", which is attached to and made part of this Contract for financial reporting, monitoring and audit purposes. The County shall compensate the consultant for any Additional Services on an hourly basis according to the current hourly rate schedule attached hereto as Exhibit B-2. Changes in Exhibit B-1 or B-2 shall be made in accord with the paragraph in the main body of the contract concerning "Changes" or "Amendments".

A. Fees and expenses of subcontractors to the Consultant for services included in the scope of work (as described in "Attachment A") or where approved by the County, in accord with the paragraph in the main body of the contract concerning "Changes" or "Amendments," shall be paid by the County in the amount invoiced to the County.

B. Fees for any work required on an overtime basis, such as staffing to meet unanticipated expedited scheduling, will be invoiced at 1.5 times the normal hourly rate. All unanticipated expedited scheduling may only be approved by express written consent of the County Manager.

C. The fees provided for this project in Exhibit B-1 are based upon the assumption that the project (as described in "Attachment A") will be concluded, without project delays, on or before July 31, 2007. If, for any reason other than the direct fault of the Consultant, services to be performed hereunder are delayed or suspended for more than sixty (60) days or such services are not completed on or before September 30, 2007, the Consultant's fees shall be increased based upon agreement to be negotiated between the County and the Consultant in accord with the paragraph in the main body of the contract concerning "Changes" or "Amendments".

II. Method of Payment: The following method of payment replaces that specified in the main body of the contract.

A. Progress Payments: The Consultant shall be entitled to receive progress payments on the following basis. As of the last day of each month during the existence of this contract, the Consultant shall prepare an invoice for payment documenting work completed and costs incurred during the invoice period. This invoice shall be submitted to the County along with the monthly report by the 5th of the following month. Any work for which reimbursement is requested may be disallowed at County's discretion if not properly documented, as determined by ARC, in the required monthly narrative progress report.

Upon the basis of its audit and review of such invoice and its review and approval of the monthly reports called for in the paragraph concerning "Reports" in the main body of the contract, the County will, at the request of the Consultant, make payments to the Consultant as the work progresses but not more often than once a month. Invoices shall reflect 100% of the allowable actual costs incurred, be numbered consecutively and submitted each month until the project is completed. Payments from the County shall be at 100% of the approved invoiced costs.

Consultant's monthly invoices and monthly narrative progress reports are to be submitted to the County Manager or his authorized agent and must be received by him not later than the 5th day of the following month. The County shall notify the Consultant, in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of receipt of invoice in Spalding County Commissioners Office. Otherwise, the invoice shall be deemed proper and acceptable by the County. Amounts indicated on invoices shall be paid immediately upon receipt in Spalding County Commissioners Office, if there are no objections.

B. Final Payment: Final payment shall only be made upon determination by the County that all requirements hereunder have been completed. Upon such determination and upon submittal of a final invoice, the County shall pay all compensation due to the Consultant, less the total of all previous progress payments made.

Consultant's final invoice and summary document must be received by the County no later than five (5) days after the project completion date specified in Paragraph 3 of the contract. The County may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.

III. Completion of Project: It is agreed that in no event will the maximum compensation and reimbursement, if any, to be paid to the Consultant under this contract exceed \$162,000, unless County and Consultant agree according to the paragraph in the main body of the contract concerning "Changes" or "Amendments," and that the Consultant expressly agrees that he shall do, perform and carry out in a satisfactory and proper manner, as determined by the County, all of the work and services described in "Attachment A".

IV. Access to Records: The Consultant agrees that the County, ARC, the Concerned Funding Agency or Agencies and, if appropriate, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

The Consultant agrees that failure to carry out the requirements set forth above shall constitute a breach of contract and may result in termination of this agreement by the County or such remedy as the County or ARC deems appropriate.

V. County's Designated Agent. In accordance with Paragraph 5 of the main body of this contract, the Spalding County Manager hereby designates Anthony D. Dukes (or his successor), Griffin-Spalding Urban Transportation Planner, as his agent ("Cognizant Department Director") for purposes of this contract only, except for executing amendments hereto.

**EXHIBIT B-1
Project Fee**

Phase		Percent of Total Fees	Phase Fee
Phase 1	Public Involvement	15 %	\$ 24,300
Phase 2	Inventory of Existing Conditions	20 %	\$ 32,700
Phase 3	Assessment of Current and Future Needs	40 %	\$ 64,700
Phase 4	Recommendations	15 %	\$ 24,300
Phase 5	Documentation	5 %	\$ 8,000
Phase 6	Reporting	5 %	\$ 8,000
		Total	\$ 162,000

**SCHEDULE 3
Grice & Associates
Hourly Rates**

Principal	\$ 160.00
Senior Transportation Planner	\$ 125.50
Transportation Planning	\$ 80.20

Senior Transportation Engineer	\$ 120.75
Transportation Engineer	\$ 88.35
Senior Traffic Engineer	\$ 110.45
Traffic Engineer	\$ 85.00

**ATTACHMENT C
Client Information/Data
to be provided to
Grice & Associates, Inc.**

ARC Model Data / Output
 ARC Model Methodology Report/Technical Memorandum
 Existing Land Use Mapping (GIS Format)
 Future Land Use Mapping (GIS Format)
 Spalding County GIS Database
 Spalding County Aerial Photography
 Spalding County Accident/Crash Database
 Current and Proposed Zoning (Approved and Pending)
 Spalding County Comprehensive Plan
 Any available Traffic Count Data
 Development of Regional Impact (DRI) Projects
 Any other Data pertinent to the Spalding County CTP

Mr. Wilson said communications had gone back and forth between the parties for refining. All parties are in agreement with this recommended format, and Mr. Wilson suggested approval.

Commissioner McDaniel moved to authorize the Chairman to execute the Service Agreement between Spalding County and Grice & Associates, Inc. as Consultant for the CTP, seconded by Commissioner Davis. Motion carried by a unanimous 5-0 vote.

6. Consider on first reading an Ordinance amending Part IV, Public Works, Section 4-1028 of the Spalding County Code of Ordinances to provide for changes to specifications for driveways.

Mr. Wilson said this was the request of Public Works Director Jake Garner. There was a need to change some of the language regarding the supervisory designation and adjust the language to accommodate pricing changes in materials and labor to be set by the Board of Commissioners, specifically removing the stated dollar amount since costs fluctuate.

Commissioner McDaniel moved to approve on first reading an Ordinance amending Part IV, Public Works, Section 4-1028 of the Spalding County Code of Ordinances, seconded by Commissioner Davis. Motion carried by a vote of 5-0.

7. Consider approval of Spalding County Placement Standard for Sun City Peachtree utility placement.

Mr. Wilson said he had been working with Sun City Peachtree, Public Works Department, Water Department, Community Development staff and others to develop this new standard. The County currently has a utility standard for both 50' and 60' rights of way, but Sun City streets will range from a low of 50' to a high of 120' for rights of way. The standard will vary only as the rights of way vary; utility placement will remain at constant designations back of noted rights of way.

Commissioner Davis moved to approve the Spalding County Placement Standard for Sun City Peachtree utility placement, seconded by Commissioner McDaniel. Motion carried by a unanimous 5-0 vote.

8. Consider approval of GDOT Local State Route Acceptance Resolution for State Routes 1156, 1156TA and 1156TB on State Route 155 Realignment Project STP-754(9) P.I. 331520.

Mr. Wilson said SR 155 will be relocated from Emerald Forest Subdivision almost to the intersection of Jackson Road/Highway 155. Once realignment is completed, this approval will assure GDOT that Spalding County will accept the abandoned portions resulting from the realignment.

Commissioner McDaniel moved to approve GDOT Local State Route Acceptance Resolution for State Routes 1156 1156TA and 1156TB on SR 155 Realignment Project STP-754(9) P.I. 331520, seconded by Commissioner Davis. Motion carried by a unanimous 5-0 vote.

9. Consider authorizing Fire Department to apply for Griffin-Spalding Hospital Authority grant for Automated External Defibrillators (AED's).

Mr. Wilson said the Fire Department requested authorization to apply for a grant to obtain 12 of the AED's from the Griffin-Spalding Hospital Authority. Present defibrillators will work on adults only, but the ones being requested in this application will be appropriate for children, too.

Commissioner Davis moved to authorize application to the Griffin-Spalding Hospital Authority for the AED's, seconded by Commissioner McDaniel. Motion carried by a vote of 5-0.

10. Consider authorizing Parks & Recreation Department to apply for a grant from the Griffin-Spalding Hospital Authority for a TEOYM program at AMBUCS Park.

Commissioner Flowers-Taylor said she had asked Parks and Recreation Director Louis Greene to put together costs for a program (The Enrichment of Young Minds) similar to what has been implemented previously at Fairmont Park and City Park to a successful degree. Some funding comes through the Health Department for this educational and mentoring program. This program, targeted to help students be where they ought to be at school's year end, should also be beneficial for helping to increase CRT scores and overall student performance. She also wanted to start a summer program at AMBUCS. This area of the County has not yet been served in this capacity. Approximately 2000 children attended the basketball camp provided this summer, and she was certain this program would be successful, as well.

Commissioner McDaniel moved to authorize application to the Griffin-Spalding Hospital Authority on behalf of Parks and Recreation for a TEOYM program at AMBUCS Park, seconded by Commissioner Davis.

Flowers-Taylor asked if Commissioner McDaniel would amend his motion to include a request for funding also for a start-up summer program.

Commissioners McDaniel amended his motion to include a request for funding also for a start-up summer program at the same location, and Commissioner Davis accepted the amendment to his second even though it was not on the agenda as such. Chairman Freeman said they put it on the agenda. Motion carried by a vote of 5-0.

11. Consider authorizing payment to the City of Griffin to resolve water overpayment dispute.

A couple of years ago, the City of Griffin felt they had overpaid water revenues to Spalding County by about \$900,000+, but the County was unsure and hesitant to agree since the City could not document water records from their computer system since January 2000. City Manager Kenny Smith and City Finance Director Chris Pike have worked closely with Ms. Garrison and Mr. Wilson over these two years to identify deficiencies that have been corrected, and finally an agreed upon amount has been determined. The review revealed that the City of Griffin also failed to pay the County for January 2004. In light of all the changes and corrections, the last review netted an amount of \$75,129.99 as a final refund.

Commissioner Davis thanked and congratulated them, commending their diligence.

Commissioner Davis moved to authorize payment to the City of Griffin of \$75,129.99, as settlement of the water overpayment dispute, seconded by Commissioner McDaniel. Motion carried by a unanimous 5-0 vote.

Chairman Freeman asked just what was the bottom line, and Commissioner Davis and others responded \$75,129.99 net. Chairman Freeman said he didn't hear as he only had one good ear. Commissioner Davis noted it was also written in the agenda item documentation.

Mr. Wilson said he will bring this matter to the Water Authority at their meeting this week, as well. Mr. Fortune asked if the Board would authorize him to procure a release signed by City so this matter cannot be raised at a later date. At every level of negotiations on this issue, the City has been absolutely certain they were requesting correct amounts from the County even though they could not document the data to back up the request for payment. Therefore, he felt it would simply be prudent to obtain a signed release on the issue. The Board felt this request would be appropriate.

XII. REPORT OF COUNTY MANAGER

-A recent press release was issued for an award again received by Spalding County -- the Certificate of Achievement for Excellence in Financial Reporting. He offered congratulations to Ms. Garrison as chief financial officer for the County for this fifth consecutive prestigious award and thanked her for her efforts. A plaque will be presented in a more formal setting when it becomes available. Chairman Freeman said he hoped the County would have its own camera working by then since the County cannot seem to get certain pictures in the newspaper.

-A Special Called Meeting on July 27, 2006 will be held at 5:45 to set the millage rate for 2006. This will be the third year in a row of reduced taxes. All the needed positions and capital were funded while also lowering taxes just a bit.

-Construction will soon begin (in 45-60 days) on the old Hill's Tire Store location parking lot. Mr. Wilson has tried to work with an adjacent property owner but cannot resolve issues so he's moving ahead with the original plan for single level parking, which he hopes to complete by December.

-Mr. Fortune and Mr. Wilson have discussed the City's request that the County forgive taxes owed on two parcels they purchased on Hallyburton and West Slaton Streets in June. Mr. Fortune advised the County has no legal authority to forgive these taxes. The County can only do what the County is statutorily authorized to do by the State. Forgiveness of taxes is particularly not possible since the Land Bank Authority is not in place because there is specific statutory authority with a Land Bank. Additionally, the property has already been sold and the County cannot forgive taxes "after the fact" anyway as monies have already been disbursed. If we were to refund money now, the County has already had a Sheriff sale and consideration for the deed is the taxes that were collected at the time of the sale. The County doesn't keep all that money but rather disburses it appropriately to other entities such as the state, the school system, etc. Even if you have a method in place by which you can forgive taxes, such as a Land Bank Authority, you cannot do it after the fact. It is unfortunate but the County cannot accommodate this particular type request unless we get a Land Bank Authority.

-Mr. Wilson will be bringing an Ordinance to establish a school zone for Kennedy Road School at the next Board meeting on August 7, 2006. Even though school starts August 2, 2006, the Ordinance will hopefully be enacted soon after. Signs will be erected even though they cannot yet be enforced until the Ordinance is amended in an effort to better control traffic.

XIII. REPORT OF COMMISSIONERS

Goss:

-No comment.

Flowers-Taylor:

-She inquired about the status of work and improvements to the Village Node concept and commercial zoning classifications requested some time ago. Mr. Taylor said staff is working on design elements of the Village Node presently. Some of this design work can transfer over into the regular commercial districts, as well. Disbanding of the Development Ordinance Review Committee has delayed work on commercial zoning districts but Staff will move forward as quickly as possible.

-She asked if progress was being made to develop an overlay area of Highway 155 so as not to create another commercial strip of sorts there since there are a couple of Village Nodes slated for this area. Mr. Taylor advised the land use map will help protect this area from strip development and overcommercialization of the corridor. Staff could, as part of the finalization work for Village Nodes just discussed, work on this issue at the same time. No template presently exists. Drafting an ordinance similar to the overlay zone on Highway 16 East (Arthur K. Bolton Parkway) is desirable.

-Why has there been no response from other commissioners to Mr. Fortune's two or three requests for feedback on the differential licensing spay/neuter program? The only response he received to date has been hers. She asked if they could direct Mr. Fortune to proceed if no other comments are forthcoming.

-She inquired also about the status of her request to investigate whether a benefits package for employees with more than 25 years could be developed.

Davis:

-He said since he was not allowed to comment under the Citizens' Comments section of tonight's meeting, he wanted to now advise that he agreed totally with Mr. Morrow on the Communications Consultant issue, no matter how unpopular it may seem. He appreciated Mr. Morrow's thoughtfulness and courage. Commissioner Davis said he, too, has been confused about Mr. Mackey, and felt no harm would be done in bringing aboard someone to provide greater clarity. He was disillusioned that citizens are not getting what they voted for in the SPLOST referendum. Voters affirmed their desire for a

program that is obviously not being considered at this time. He also perceived a hint of bias in Mr. Macke's conversations.

McDaniel:

-While he has not commented much in previous meetings on this issue, he was concerned as well that the whole process for obtaining an 800 MHz system has gotten tainted and mired in politics. And Mr. Macke is part of his concern. The County needs to clear up the problem and provide to citizens what they were expecting when they approved the SPLOST referendum. He was concerned about Mr. Macke since he has heard him personally defend and promote M/A-Com and has heard him make a derogatory comment that Motorola used APCO 25 as a marketing ploy. He wondered if they truly got a fair and unbiased recommendation out of the process. He was dismayed, as well, about the changes to the RFP made by the Board, and he cited state regulations concerning statements of intention regarding use of bond funds. On August 25, 2005, every commissioner signed a resolution, and Section 8 of that resolution deals with advertisements and binding statements of intention as required by Official Code of Georgia Section 36-82-1D which states, "Any brochures, listings or other advertisements issued by the County or by any other person, firm, corporation or association with the knowledge and consent of the County, shall be deemed to be a statement of intention of the County concerning the use of the proceeds of the bonds. Such statement of intention shall be binding on the County and the expenditure of any such bond funds, or interest received from such bond funds which have been invested." All commissioners signed and supported the brochure designating 95% coverage and an APCO 25 mandatory compliance. People saw and utilized the brochure, anticipating 95% coverage in the 800 MHz system; yet, the Board changed this to 90%. He concluded he was not sure where the County stands legally but felt a real need to go back to the 95% coverage because of what the County said it was going to do. Everyone's signature on this August 25th document indicates, to him, approval and the brochure clearly indicates 95% coverage.

The Board of Commissioners appointed a Communications Study Committee to help come up with a recommendation for this system, and there has been some interest in disbanding the committee. He feels this committee needs to stay in place to help remove politics from the process, and he hoped the County hasn't gone too far to rescue this effort. He has a real worry the County might lose the \$500,000 GEMA grant, and Dan Brown advised the County will lose it if the successful bid is not APCO 25 compliant. Mr. Brown represents GEMA, and GEMA is in charge of administering this grant; therefore, he is more inclined to take Mr. Brown's word on this issue over that of Mr. Macke. There are a great many things that make him think a slow down and clarification of the issues to resolve these great concerns would be very beneficial. He hoped the County would take a close look at what has been done and rescue the original intent, if possible, for the best interest of Spalding County residents. No matter the perception of how widespread the concern may be, Commissioner McDaniel said he had great concerns himself.

Freeman:

-Chairman Freeman noted that Mr. Morrow was selected by his peers to serve as chairman of the Communications Study Committee after what he understood was much lobbying before the vote. He did not know what his feelings were other than Motorola going into the SPLOST Steering Committee, Communications Committee. Even though he understood Mr. Morrow didn't vote for Mr. Macke, he couldn't figure how you can say someone is biased or unbiased until you have heard him out. This is beginning to be very political as Commissioner McDaniel pointed out, and Chairman Freeman thought it should take its course and he felt certain we would still come out with the best communications system in the state. He has also been in communication with Mr. English of GEMA and also Mr. Dan Brown of GEMA, and he understood Mr. Morrow had, as well, even prior to this date ... way back. He didn't know what his intentions were then, but he does now. Chairman Freeman said he didn't know if Mr. Morrow's intentions were to disrupt the whole system going in, but he felt like he had done that and done a good job of that. As far as he was concerned, Chairman Freeman said he was about ready to disband the whole committee. He felt it was too much apathy out there by people. When he hears someone say people on the committee has contacted me, Chairman Freeman said people in the community have contacted him and ask who were all the people making all this fuss about the communications system. He responded they should just read the paper and you can see their names. Commissioner Freeman said there they are, and that's all he has to say about that, just as Forrest Gump says.

XIV. ADJOURNMENT

Commissioner Davis moved to adjourn at 6:54 p.m., seconded by Commissioner McDaniel. Motion carried by a unanimous 5-0 vote.

County Clerk

Chairman

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