

## REGULAR MONTHLY MEETING

The Spalding County Board of Commissioners held their Regular Monthly Meeting in Room 108 in the Courthouse Annex, Monday, May 5, 2008 beginning at 6:00 o'clock p.m. with Commission Vice Chairman Gwen Flowers-Taylor presiding and Commissioners Eddie Freeman and David Phillips present. Arriving late was Chairman Edward Goss, Jr. Absent was Commissioner Johnie McDaniel. Also present were County Manager William P. Wilson, Jr., County Attorney James R. Fortune, Jr., Assistant to the County Manager Paul Van Haute, and Executive Secretary Teresa Watson.

### I. OPENING (CALL TO ORDER) – Vice Chairman Gwen Flowers-Taylor

### II. INVOCATION – Commissioner Eddie Freeman

### III. PLEDGE TO FLAG – Led by County Manager William Wilson

### IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION

1. Presentation of check for \$13,330 to the Board of Commissioners by Caterpillar as a matching contribution to be used toward construction of a pavilion at Moreland Road Elementary School.

*Becky McQuern of Caterpillar presented the check to Vice Chairman Gwen Flowers-Taylor. Ms. McQuern said Caterpillar was excited to partner with Parks and Recreation on three pavilion projects, the first of which is this contribution to be used at Moreland Road School.*

### V. PRESENTATION OF FINANCIAL STATEMENTS – N/A

### VI. CITIZENS COMMENTS

1. William Goins desires to address the Board regarding his assessed property values which historically and incorrectly assumed the availability of County water. *Mr. Goins was not present.*

### VII. PUBLIC COMMENT

Speakers must state their names and addresses and direct all comments to the Board only. Speakers will be allotted 5 minutes to speak on topics pertinent to the Board's jurisdiction. No speaker will be allowed to readdress the Board without express consent from a Board member. Outbursts from the audience will not be tolerated. Common courtesy and civility are expected at all times during the meeting.

### VIII. MINUTES

1. Consider approval of Minutes of the April 21, 2008 Extraordinary Session, the April 24, 2008 Special Called Joint Meeting, and the April 24, 2008 Zoning Public Hearing.

*Motion to approve Minutes of the April 21, 2008 Extraordinary Session, the April 24, 2008 Special Called Joint Meeting, and the April 24, 2008 Zoning Public Hearing by Commissioner Phillips, seconded by Commissioner Freeman, carried by a vote of 3-0.*

### VIII. CONSENT AGENDA

1. Consider, on second reading, Amendments to the Official Zoning Ordinance as follows:
  - Amendment to UDO #A-08-05: Appendix A. Subdivision Ordinance – Section 404:D(1) – amend fire hydrant installation for minor subdivisions.

**RE: Text Amendment #A-08-05**

**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;

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

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

WHEREAS, such text amendments to the Zoning Ordinance of Spalding County were reviewed by the Spalding County Planning Commission, and a hearing on the text amendments to the Zoning Ordinance of Spalding County was conducted by the Board of Commissioners of

Spalding County, Georgia on April 24, 2008, pursuant to O.C.G.A. ' 33-66-1, et. seq. in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia;

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

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

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

Section 1: Appendix A. Section 504(D)1 of the Spalding County Subdivision Regulation, shall be deleted and replaced with the following:

1. Public Water System: If a public water supply is available to a proposed subdivision and connection to it is permitted, water mains, fire hydrants, and stub connections to each lot within the subdivision must be provided by the developer during construction of the Subdivision. Fire hydrant spacing shall meet minimum Life Safety Code requirements in effect at the time of platting. If no new streets are proposed within the subdivision, all hydrants must be installed at the developer's expense and functional prior to approval of the final plat by the County.

Section 2: The foregoing amendments to the Zoning Ordinance of Spalding County shall become effective immediately upon adoption of this resolution.

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

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- Amendment to UDO #A-08-06: Article 5. AR-1, Agricultural and Residential – Section 503:G(19) – amend to allow Hospice: Article 12. C-1 Highway Commercial – Section 1203:A and Article 19. O & I, Office and Institutional – Section 1903:A – amend to add Hospice as a principal use.

RE: **Text Amendment #A-08-06**  
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;

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

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

WHEREAS, such text amendments to the Zoning Ordinance of Spalding County were reviewed by the Spalding County Planning Commission, and a hearing on the text amendments to the Zoning Ordinance of Spalding County was conducted by the Board of Commissioners of Spalding County, Georgia on April 24, 2008, pursuant to O.C.G.A. ' 33-66-1, et. seq. in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia;

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

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

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

Section 1: the following provision shall be added to the Spalding County, Georgia Code of Ordinances to appear as Section 202:LL” “General Definitions:”

LL” Hospice Facility: A facility providing care to patients diagnosed with a terminal illness operated by a person or organization licensed as a hospice by the Georgia Department of Human Resources an which complies with Georgia Rules and Regulations 290-9-43.24 governing hospice care facilities.

Section 2: Article 5. Section 503(B) 19 of the Spalding Zoning Ordinance, shall be deleted and replaced with the following:

19. Nursing Home/Hospice, when associates with approved nursing homes.

Section 3: Article 12. Section 1203(A) of the Spalding County Zoning Ordinance, add the following:

70. Hospice

Section 4: Article 19. Section 1903(A) of the Spalding County Zoning Ordinance, add the following

23. Hospice

Section 5: The foregoing amendments to the Zoning Ordinance of Spalding County shall become effective immediately upon adoption of this resolution.

Section 6: All Ordinances or resolutions in conflict herewith shall be and are hereby, repealed.

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*Motion to approve Consent Agenda by Commissioner Freeman, seconded by Commissioner Phillips, carried by a vote of 3-0.*

**X. OLD BUSINESS**

1. Consider lifting from the table: Board appointment to the McIntosh Trail Community Service Board for the unexpired term of Dennis Scott set to expire 06-30-11.

*Motion to Lift from the Table: Board appointment to the McIntosh Trail Community Service Board for the unexpired term of Dennis Scott set to expire 06-30-11 by Commissioner Phillips, seconded by Commissioner Freeman, carried by a vote of 3-0.*

*Motion to approve Syntel Brown for Board appointment to the McIntosh Trail Community Service Board for the unexpired term of Dennis Scott set to expire 06-30-11 by Commissioner Freeman, seconded by Commissioner Phillips, carried by a vote of 3-0.*

2. Consider, on second reading, Ordinance #2007-22 to Amend Part VII, Motor Vehicles and Traffic, to add Section 7-1012 to provide for Authorization for Motorized Carts.

SPALDING COUNTY, GEORGIA  
AUTHORIZATION FOR MOTORIZED CARTS  
ORDINANCE NO. 2007-22

AN ORDINANCE

TO AMEND THE CODE OF SPALDING COUNTY, GEORGIA, TO PROVIDE FOR AUTHORIZATION FOR MOTORIZED CARTS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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 regulations pertinent thereto;

WHEREAS, the Board of Commissioners of Spalding County, Georgia has determined that it is in the best interests of the citizens of the Spalding County for certain text revisions and amendment to be made to the Spalding County, Georgia Code of Ordinances;

WHEREAS, the Board of Commissioners has determined that it is desirable to allow transportation by motorized carts on the public streets and roads for residents who reside within certain zoning districts and developments in Spalding County;

WHEREAS, it is deemed by the Board of Commissioners of Spalding County, Georgia that an amendment to allow transportation by motorized carts to the Spalding County, Georgia Code of Ordinances is of substantial benefit to the public and in the promotion of the best interests and general welfare of the people; and

WHEREAS, the Board of Commissioners desires to allow motorized carts as a means of transportation on certain streets and roads within Spalding County in compliance with the requirements of O.C.G.A. § 40-6-331;

NOW THEREFORE, it shall be and is hereby RESOLVED by the Board of Commissioners of Spalding County, Georgia, that the Spalding County, Georgia Code of Ordinances shall be and is hereby amended, as follows:

Section 1: The following provision shall be added to the Spalding County, Georgia Code of Ordinances to appear as Section 7-1012 “Authorization of Motorized Carts:”

**7-1012 Authorization for Motorized Carts**

**7-1012.01 Findings**

The Board of Commissioners of Spalding County finds that all streets and paved recreational paths located within the boundaries of the Active Adult Residential, Village Node and Planned Development – Residential zoning districts, as shown on the Official Zoning Map of Spalding County, Georgia are designed and constructed in a manner to safely permit their use by operators of motorized carts, electric bicycles and low speed motor vehicles.

**7-1012.02 Definitions**

The following words, terms and phrases, when used in this section shall have the meaning stated herein:

- (a) All-terrain vehicle: Any motorized vehicle designed for off-road use which is equipped with three or more low pressure tires, handlebars for steering control and with a seat to be straddled by the operator.
- (b) Bicycle: Every device propelled by human power upon which any person may ride having only two wheels which are in tandem.
- (c) Electric bicycle: A device equipped with an electric motor having two or three wheels, a saddle seat and fully operative pedals for human propulsion which meets the requirements of 49 C.F.R. § 571, et. seq. The electric motor shall operate in a manner to disengage or cease function when brakes are applied. The electric motor shall:
  - i. have a power output not greater than 1,000 watts;
  - ii. not be capable of propelling the device at a speed of more than 20 miles per hour on level ground; and
  - iii. not be capable of increasing the speed of the device when human power alone is used to propel it at ore more than 20 miles per hour.
- (d) Electric personal assistive mobility device (EPAMD): a self-balancing, two non-tandem wheel device designed to transport only one person and having an electric propulsion system with average power of 750 watts (1 horsepower) and a maximum speed of less than 20 miles

per hour on a paved level surface when powered solely by such propulsion system and ridden by an operator who weighs 170 pounds.

- (e) Gross weight: the weight of a vehicle without load plus the weight of any load thereon.
- (f) Low-speed Motor vehicle (LSMV): any four-wheeled electric vehicle with a top speed attainable in one mile of more than 20 but less than 25 miles per hour on a paved level surface manufactured in compliance with federal motor vehicle safety standards of 49 C.F.R. § 571.500, effective January 1, 2001.
- (g) Moped: a motor driven vehicle equipped with two or three wheels, with or without foot pedals to permit muscular propulsion, and an independent power source providing a maximum of two brake horsepower. If a combustion engine is used, the maximum piston or rotor displacement shall be 3.05 cubic inches (50 cubic centimeters) regardless of the number of chambers in such power source. The power source shall be capable of propelling the vehicle, unassisted, at a speed not to exceed 30 miles per hour on level road surface and shall be equipped with a power drive system that functions directly or automatically only, not requiring clutching or shifting by the operator after the drive system is engaged.
- (h) Motorcycle: every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact, but excluding a tractor, all-terrain vehicle, dirt bike or moped.
- (i) Motor driven cycle: every motorcycle, including every motor scooter, electric bicycle and moped.
- (j) Motorized cart: every motor electric vehicle having no less than three (3) wheels and an unloaded weight of 1,300 pounds or less which cannot operate at a speed of more than 20 miles per hour.
- (k) Motorized play vehicle: a coaster, scooter, pocket bike, any other alternatively fueled device, or other motorized vehicle that is self-propelled by a motor engine, gas or electric, and is not otherwise defined in this code as a “motorized cart,” “low speed vehicle (LSMV),” “motor vehicle,” “motorcycle,” “electric bicycle,” “motorized skateboard,” “electric personal assistive mobility device (EPAMD),” or “motorized wheelchair.”
- (l) Motorized skateboard: a self-propelled device, including Segways, with an electric motor, a deck on which a person may ride, not equipped with a seat, and at least two tandem wheels in contact with the ground and which is not otherwise defined in this section as a “motor vehicle,” “motorcycle,” “motorized play vehicle,” “motor scooter,” “electric personal assistive mobility device (EPAMD)” or “motorized wheelchair.”
- (m) Motorized wheelchair: a self-propelled wheelchair used by a physically disabled person for mobility.
- (n) Pocket motorcycle, pocket bike: a two-wheeled vehicle other than a motorcycle with a helper motor or a motorized scooter and which is propelled by an internal combustion engine, electric motor or other mechanical means, is capable of carrying a ride and/or passenger at a speed in excess of 20 miles per hour, and is designed to replicate the general appearance of a motorcycle, regardless of the scale of the replication.
- (o) Recreation path: A paved route usually six (6) to ten (10) feet in width, not on a street or roadway, which is physically separated from motor vehicle traffic and designated for the use by or for bicycles, pedestrians, jogging, skating, walking, electric bicycles, electric personal assistive mobility devices (EPAMD), low-speed motor vehicles (LSMV) and motorized carts.
- (p) Sidewalk: An improved pedestrian surface typically located adjacent to a street or road with a minimum width of four (4) feet, the primary purpose of which is to serve as a pedestrian walkway.

### **7-1012.03 Registration**

(a) Registration Required:

1. Initial Registration: Each owner of a motorized cart that is operated over the recreation paths or streets in those areas in which such operation is permitted by this section shall register each cart with Spalding County within ten (10) business days of the date of purchase or within ninety (90) days of establishing residency in Spalding County with the Spalding County Tax Commissioner. Two numerical decals shall be issued to the owner upon registration. A record of ownership of each motorized cart number, along with the name and address of the owner, shall be maintained by the Spalding County Tax Commissioner. Annual renewal of registration for each cart shall be required. The decals must be affixed to the sides of the cart and be fully visible at all times.

2. Renewal Registration: The Spalding County Tax Commissioner shall develop and implement rules and regulations governing annual renewal of cart registration.

(b) Fees and Penalties:

- i. The registration fee for motorized carts owned by residents of Spalding County shall be \$25.00 per year.
  - ii. The registration fee shall be due and payable within ten (10) days of purchase of the motorized cart and by January 31 of each succeeding calendar year.
  - iii. A fine of \$50.00 (over and above the registration fee) shall be imposed if the motorized cart is not registered within the time specified in Section (b)(ii), above.
- (c) Transfer and Penalties: Upon the sale or transfer of the motorized cart to another person who will operate it over the recreation paths or streets in those areas in which such operation is permitted by this section, registration must be transferred within ten (10) days of the transfer of ownership. The fee for transferring the registration to the new owner shall be \$25.00. If registration of the motorized cart is not transferred within ten (10) days of the date of transfer, the fine specified in Section (b)(iii) shall apply.
- (d) Age Limitation: No person under the age of 18 years may register a motorized cart.
- (e) Cart Rentals: Commercial establishments may rent motorized carts to the public. Each cart available for rent shall be registered with Spalding County pursuant to this section. No cart may be rented to any person who is not authorized to operate a motorized cart in Section 7-1012.04(a).

#### **7-1012.04 Operation Regulations**

- (a) Any person holding a valid drivers license and over the age of sixteen (16) years may operate a motorized cart over the recreation paths or streets in those areas in which such operation is permitted by this section.
- (b) Any person over the age of fifteen (15) years, but not yet sixteen (16) may operate a motorized cart over the recreation paths or streets in those areas in which such operation is permitted by this section, if the operator has a valid instructional permit pursuant to O.C.G.A. § 40-5-24 within their possession, the operator must be accompanied by a person over the age of eighteen (18) years who holds a valid drivers license and is seated in the front seat.
- (c) Operation of the motorized cart shall be governed by all traffic regulations applicable to vehicular traffic. The motorized cart should be operated on the public streets only when no recreation path is accessible.
- (d) Motorized carts shall not be operated on sidewalks.
- (e) Motorized carts shall be operated only during daylight hours unless equipped with functional headlights and taillights.
- (f) Motorized carts or LMSV shall not be operated on Georgia Highway 155 or Jordan Hill Road, except at designated crossings.
- (g) Any motorized cart or LSMV may only be operated by a person possession a valid license issued for the operation thereof.

#### **7-1012.05 Permitted Uses on Recreation Paths**

The following uses are permitted on paved recreation paths:

- (1) Pedestrians;
- (2) Nonmotorized vehicles;
- (3) Roller skates, roller blades and skateboarders (daylight only);
- (4) Registered electric-powered golf carts;
- (5) Emergency and authorized maintenance vehicles;
- (6) Bicycles, traditional and electric;
- (7) Electric and conventional wheelchairs;
- (8) Electric vehicles designed to carry one person at a speed not to exceed 20 miles per hour, except as prohibited in code section 7-1012; and
- (9) LSMV, provided that the vehicle is operated only in a mode or other restriction which does not allow the vehicle to exceed 20 miles per hour.

#### **7-1012.06 Prohibited Uses on Recreation Paths**

The following uses are prohibited on paved recreation paths:

- (1) Automobiles and trucks (except authorized maintenance vehicles);
- (2) Motorcycles;
- (3) Street and trail motorized bikes or vehicles (not to include electric bicycles);
- (4) Minibikes and mopeds;
- (5) Horses;
- (6) Go-carts;
- (7) Unregistered electric-powered golf carts or motorized carts;

- (8) Gasoline-powered golf carts or motorized carts;
- (9) Electric or gasoline powered scooters;
- (10) Motorized play vehicles;
- (11) Unregistered LSMVs; and
- (12) Except as otherwise permitted, any vehicle designed by the manufacturer to be able to travel at speeds in excess of 20 miles per hour under its own power on a flat surface.

**7-1012.07 Hazardous Activities and Special Rules**

- (a) Recreation paths are for transportation and public recreation by permitted users. No one shall engage in hazardous activities on recreation paths. Hazardous activities include, but are not limited to, the following:
  - (1) Racing of any form, except for special events approved by Spalding County; and
  - (2) Blocking of public access, except for special events approved by Spalding County;
- (b) Pedestrians, skaters and permitted vehicles shall not loiter or park on recreation paths;
- (c) Normal rules of the road shall apply to the recreation paths;
- (d) Pedestrians shall be given reasonable right-of-way by other recreation path users;
- (e) Each non-pedestrian recreation path user shall give a warning or announcement when approaching pedestrians from the rear. Bicycles and golf carts shall be equipped with a warning device, such as a horn or bell;
- (f) All laws and ordinances relative to alcohol and its use, including open container laws, which apply to traffic on the streets of the city apply to recreation paths;
- (g) All litter shall be deposited in the receptacles provided along the recreation paths or retained by the path user for proper disposal. Littering on recreation paths shall be subject to twice the fines and penalties as littering on the streets;
- (h) Bicycle users (electric and non-motorized) shall wear a properly fitted and fastened bicycle helmet which meets the standards of the American National Standards Institute or the Snell Memorial Foundation's Standards for Protective Headgear for Use in Bicycling or a motorcycle helmet while operating an electric bicycle on the recreational paths;
- (i) Seat belts shall be worn by all occupants on LSMVs while moving; and
- (j) Operators and passengers shall remain seated during the operation of a golf cart. No person may sit on the operator's lap during golf cart operation.

**7-1012.08 Motorized Play Vehicles**

- (a) No motorized play vehicle may be operated on any public street, public roadway, public sidewalk, public park, public or private parking lot, public trail, recreation path or other public property;
- (b) Motorized play vehicles are permitted only on private residential property with the permission of the property owner;
- (c) No motorized play vehicle may be operated on any private commercial/industrial property without written permission of the owner or the authorized agent thereof;
- (d) No person shall operate a motorized play vehicle on any private property in a manner causing excessive, unnecessary, or offensive noise which disturbs the peace and quiet of any neighborhood or which causes discomfort or annoyance to a reasonable person of normal sensitivity;
- (e) The parent, guardian or legal custodian of any minor shall not authorize or knowingly permit such minor to violate any of the provisions of this section;
- (f) It is unlawful for any vendor or merchant to sell motorized play vehicles without making disclosures required by this section. Any merchant or vendor who sells motorized play vehicles within Spalding County shall:
  - (1) Post in a prominent place at each location where motorized play vehicles are on display, a notice, on a sign not less than 96 square inches and visible to the public, stating that operation of motorized play vehicles:
    - a. Are prohibited on any public street, public roadway, public sidewalk, public park, public parking lot, public trail, recreation path or any part of a highway, public bicycle path and all other public property in the county;
    - b. Are allowed to be used on private residential property with owner's written permission; and
    - c. Are allowed to be used on private commercial/industrial property only with the written permission of the owner/agent.
  - (2) Provide a copy of such notice to each purchaser of a motorized play vehicle, either before or in connection with the purchase of a motorized play vehicle. If the

purchaser is a minor, the minor's parent or legal guardian must sign a receipt of said notice.

- (3) Any motorized play vehicle owned by a governmental entity and which is operated in the performance of authorized duties or activities is exempt from the provision of this section.
- (4) Temporary suspension of all or part of this section may be granted by the county for special events.

#### **7-1012.09 Penalties**

- (a) Any violation of subsections 7-1012.04 shall be charged against the registered owner of the motorized cart. Fines and penalties shall be levied against the registered owner of the motorized cart, as follows:
  - (1) For the first offense, a fine of not less than \$250.00;
  - (2) For the second offense, a fine of not less than \$500.00; and
  - (3) For a third offense committed within one year of conviction for a second offense for a motorized cart, a fine of \$1,000.00, and the registered owner's motorized cart registration shall be revoked. The registered owner or family member cannot thereafter register a motorized cart for use in the county for a period of two (2) years following the third conviction.
- (b) Any violation by an operator of a LSMV shall be charged against the operator according to the provisions of Title 40 of the Official Code of Georgia and this Code. Any violation by an owner of a LSMV shall be charged against the owner according to the provisions of Title 40 of the Official Code of Georgia and this Code.

Section 2: The within and foregoing amendments to the Spalding County, Georgia Code of Ordinances shall become effective immediately upon adoption of this Ordinance.

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

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*Motion to approve, on second reading, Ordinance #2007-22 to Amend Part VII, Motor Vehicles and Traffic, to add Section 7-1012 to provide for Authorization for Motorized Carts by Commissioner Freeman, seconded by Commissioner Phillips, carried by a vote of 3-0.*

#### **XI. NEW BUSINESS**

1. Consider request for permit for outside amplification for the Church of God in Spirit, 2547 Locust Grove Road, for Mother's Day Celebration and Picnic on Sunday, May 11, from 3 to 8:30 p.m.

*Motion to approve permit for outside amplification for the Church of God in Spirit, 2547 Locust Grove Road, for Mother's Day Celebration and Picnic on Sunday, May 11, from 3 to 8:30 p.m. by Commissioner Phillips, seconded by Commissioner Freeman, carried by a vote of 3-0.*

2. Consider request of T-Town Toyz for permission to hold a benefit fundraiser for a cancer patient at Memorial Drive Plaza parking lot on July 19, 2008 from 10 a.m. to 2 p.m.

*Motion to approve request of T-Town Toys for permission to hold a benefit fundraiser for a cancer patient at Memorial Drive Plaza parking lot on July 19, 2008 from 10 a.m. to 2 p.m. by Commissioner Phillips, seconded by Commissioner Freeman, carried by a vote of 3-0.*

3. Consider, on first reading, Ordinance to amend the Budget Ordinance for FY 2008 to provide for year-end amendments.

*Motion to approve, on first reading, Ordinance to amend the Budget Ordinance for FY 2008 to provide for year-end amendments by Commissioner Freeman, seconded by Commissioner Phillips, carried by a vote of 3-0.*

4. Consider, on first reading, Ordinance #2008-07 Alcoholic Licensing Distance Requirements to provide for changes in the distance requirements from churches, schools and colleges, and synagogues for establishments that sell alcohol.

*Motion to approve, on first reading, Ordinance #2008-07 Alcoholic Licensing Distance Requirements to provide for changes in the distance requirements from churches, schools and colleges, and synagogues for establishments that sell alcohol by Commissioner Phillips, seconded by Commissioner Freeman, carried by a vote of 3-0.*

5. Consider request of Greg Pruitt Construction Company for release of bond.

*Motion to deny request of Greg Pruitt Construction Company for release of bond by Commissioner Freeman, seconded by Commissioner Phillips, carried by a vote of 3-0.*

6. Consider recommendation of Parks and Recreation Advisory Commission for naming the new nature trail at Wyomia Tyus Olympic Park "Ernie's Trail" in honor and appreciation of Earnest Howard Atkinson who once owned the working cotton farm on the original site.

*Motion to approve recommendation of Parks and Recreation Advisory Commission to name the new nature trail at Wyomia Tyus Olympic Park "Ernie's Trail" in honor and appreciation of Earnest Howard Atkinson who once owned the working cotton farm on the original site by Commissioner Freeman, seconded by Commissioner Phillips, carried by a vote of 3-0.*

7. Consider recommendation of Parks and Recreation Advisory Commission to approve the Beverage Agreement with the Atlanta Coca-Cola Bottling Company, division of Coca-Cola Enterprises, Inc.

#### BEVERAGE AGREEMENT

Date: May 5, 2008

Parties: **BOTTLER:** The Atlanta Coca-Cola Bottling Company, a division of  
Coca-Cola Enterprises Inc., a Delaware corporation  
5300 Buffington Road  
Atlanta, GA 30349

**ACCOUNT:** Spalding County Board of Commissioners  
For: Parks and Recreation Department  
601 Camp Northern Road  
Griffin, GA 30227

1. Definitions

(a) "Beverage" or "Beverages" shall mean all nonalcoholic beverages of any kind, but shall not include fresh-brewed unbranded coffee and fresh-brewed unbranded tea products, water drawn from the public water supply or unbranded juice squeezed fresh at the Facilities.

(b) "Products" shall mean Beverage products purchased directly from Bottler or sold through vending machines owned and stocked exclusively by Bottler.

(c) "Competitive Products" shall mean all Beverages which are not Products.

(d) "Approved Cups" means disposable cups approved by Bottler from time to time as its standard trademark cups and/or vessels and/or other (disposable and nondisposable) containers approved by Bottler from time to time, all of which shall prominently bear the trademark(s) of Coca-Cola and/or other Products on all of the cup surface.

(e) "Facilities" shall mean and include the entire premises of the facilities listed on Exhibit A, which are owned, operated by or under the authority of Spalding County Board of Commissioners, including without limitation, all athletic facilities (including sports complexes and gymnasiums), recreation centers, playgrounds, golf courses, buildings, offices, community centers, pools, retail shops, players' benches, sidelines and locker rooms, parking lots, grounds, dining facilities, branded and unbranded food service outlets and vending and concession locations.

2. Term: April 1, 2008 ("Effective Date") through March 31, 2013.

3. Advertising Rights

(a) Account hereby grants to Bottler the exclusive right to advertise Beverages and specifically Products (i) at the Facilities and (ii) in connection with the. No permanent or temporary advertising, signage or trademark visibility for Competitive Products will be displayed or permitted anywhere at the Facilities.

(b) Account agrees that Bottler's advertising shall be positioned at all times in such a manner that the advertising message is in no way obscured (electronically or otherwise) and is clearly visible to the general public. The Products shall be prominently listed on any menu boards located at the Facilities and all equipment dispensing Products shall be prominently identified with the appropriate trademarks/logos.

(c) Account further agrees that all Products will be dispensed in Approved Cups and that no other trademarked cups, coolers or containers will be permitted.

4. Sponsorship Rights

(a) Bottler will have the exclusive right to advertise the Products as the "Official" or "Exclusive" soft drink, sports drink, water, tea, energy drink and/or juice or juice drink, etc. of the Facilities.

(b) Account hereby grants to Bottler a royalty-free license, exclusive for Beverages, to use the trademarks, logos and other intellectual property of the Account and Facilities ("Account Marks") in connection with the promotion of Products. Such promotion may occur in advertising (TV, radio, and print), packaging, vessels, promotional materials, and

point of sale materials for Products and may be in connection with the marks and logos of Bottler's customers.

(c) Account will not enter into any agreement or relationship whereby any Competitive Products are associated in any manner with Account, the Facilities, or any of the Account Marks in any advertising or promotional activity of any kind.

5. Product Rights

(a) Account hereby grants to Bottler the exclusive right to sell or distribute Beverages at the Facilities. Account and its concessionaires shall purchase all Products directly from Bottler. No Competitive Products may be sold, dispensed, sampled or served anywhere at the Facilities.

(b) Account hereby agrees to exclusively make available Bottler's 20 oz. Products at the Facilities.

(c) Account hereby grants to Bottler the exclusive Beverage vending rights at the Facilities. Account agrees that Bottler shall have the right to place a minimum of seven (7) Beverage vending machines and eleven (11) coolers in mutually agreed upon locations at the Facilities.

(d) During the Term, Bottler will loan to Account, pursuant to the terms of Bottler's equipment placement agreement, at no cost, that Beverage dispensing equipment reasonably required and as mutually agreed upon to dispense Beverages at the Facilities ("Equipment"). Account represents and warrants that electrical service at the Facilities is proper and adequate for the installation of Equipment, and Account agrees to indemnify and hold Bottler harmless from any damages arising out of defective electrical services.

6. Consideration. In consideration of the rights and benefits granted to Bottler hereunder, Bottler agrees to the following:

(a) Scoreboard Funding. Bottler agrees to pay a total amount not to exceed Seventeen Thousand Dollars (\$17,000) for the purchase and installation of two (2) basketball scoreboards (the "Scoreboard Funding"), to be placed at Facilities. The Scoreboard Funding shall be payable within thirty (30) business days after the date this Agreement is fully executed by the parties. The amount Bottler invests in the scoreboards shall be deemed earned evenly over the entire Term. **THE PROVISION OF THE SCOREBOARDS ARE ON AN "AS IS" BASIS. BOTTLER HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY AND FITNESS FOR INTENDED USE, AND BOTTLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES.** Bottler shall be responsible for the maintenance of all scoreboards.

(b) Commissions. Bottler agrees to pay Account a monthly commission based on the commission rates and initial vend prices set forth in Exhibit B.

(c) Pricing. Account shall be entitled to purchase bottle/can Products from Bottler in accordance with the price schedule set forth in Exhibit C. Such prices shall remain in effect until December 31, 2008. Thereafter, prices are subject to change. Any changes in pricing shall be submitted in writing to Account thirty (30) days prior to such price changes taking effect.

(d) Bottler will pay Account a rebate of Three Dollars (\$3.00) for each standard physical case of Product listed below that is purchased and paid for by Account for sale at the Facilities during the Term ("Rebates").

Product

20 oz. Powerade  
20 oz. carbonated/Nestea  
20 oz. Dasani  
20 oz. Minute Maid Refreshment  
20 oz. Smart Water  
12 oz. Minute Maid Juices To Go  
16 oz. Full Throttle

The Rebates shall be paid annually, in arrears, within thirty (30) days after the end of each applicable year in which the Rebate was earned, and will be based on Bottler's case sales records. Bottler will send all Rebate payments to the individual Spalding Parks and Recreation Associations listed on Exhibit D. Rebates shall not be earned for sales of Products through Bottler's full service vending machines.

(e) Bottler agrees to provide Account with those items listed on Exhibit E.

(f) If, during the Term, Account elects to contract with a third party concessionaire or food service operator that has entered into a separate agreement with Bottler and/or The Coca-Cola Company, the parties acknowledge that there will be no duplication of allowances, funding or benefits (including pricing) to Account and/or such third party. Therefore, in such event, Bottler is not obligated to pay any further consideration to Account

or such third party pursuant to any terms of the pre-existing agreement for Products purchased and/or sold under this Agreement.

7. Termination

(a) If Account breaches any of its obligations set forth in this Agreement, then at its option and not as its sole remedy, Bottler may terminate this Agreement, and Account shall (i) return any Equipment, (ii) pay to Bottler a pro rata portion of the costs of refurbishing and installing the Equipment, and (iii) pay to Bottler the unearned portion of pre-paid Sponsorship Fees or other upfront funding, if any.

(b) Notwithstanding the other provisions of this Agreement, if any federal, state or local law, rule, regulation or order prohibits, restricts or in any manner interferes with the sale or advertising of Beverages at any time during the Term of this Agreement or if for any reason the use of the Facilities declines, then at its option and not as its sole remedy, Bottler may terminate this Agreement and Account shall (i) return any Equipment, (ii) pay to Bottler a pro rata portion of the costs of refurbishing and installing the Equipment, and (iii) pay to Bottler the unearned portion of pre-paid Sponsorship Fees or other upfront funding, if any.

(c) Account represents and warrants that it has full right and authority to enter into this Agreement and to grant and convey to Bottler the rights set forth herein. Upon expiration or revocation of such authority, then at its option and not as its sole remedy, Bottler may terminate this Agreement, and Account shall (i) return any Equipment, (ii) pay to Bottler a pro rata portion of the costs of refurbishing and installing the Equipment, and (iii) pay to Bottler the unearned portion of pre-paid Sponsorship Fees or other upfront funding, if any.

(d) Bottler shall have the right to withhold and not pay further any amounts which may become payable to Account pursuant to this Agreement if: (i) Account has failed to perform its obligations hereunder, (ii) Bottler's rights hereunder have been lost, limited or restricted, or (iii) there exists a bona fide dispute between the parties.

(e) Nothing in this section shall operate to restrict any of Bottler's other remedies in the event of a material breach by Account.

8. Governing Law

This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without reference to its conflict of law rules.

9. Compliance with Law

Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and shall obtain all licenses, registrations or other approvals required in order to fully perform its obligations hereunder.

10. Retention of Rights

Account shall not obtain, by this Agreement, any right, title or interest in the trademarks of The Coca-Cola Company or Bottler, nor shall this Agreement give Account the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of Bottler or The Coca-Cola Company.

11. Confidentiality

The parties shall keep the terms of this Agreement confidential.

12. Entire Agreement.

This Agreement and its exhibits contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be assigned without the prior written consent of all parties. All amendments to or waivers of this Agreement must be in writing signed by all the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

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*Motion to approve recommendation of Parks and Recreation Advisory Commission to approve the Beverage Agreement with the Atlanta Coca-Cola Bottling Company, a division of Coca-Cola Enterprises, Inc. by Commissioner Phillips, seconded by Commissioner Freeman, carried 3-0.*

8. Consider approval of annual agreement between Spalding County and McIntosh Trail Regional Development Center for joint funding (along with City of Griffin) of the position of Urban Transportation Planner currently held by Anthony Dukes for FY 2009.

GEORGIA

X

AGREEMENT

THIS AGREEMENT, made and entered into July 1, 2008, by and between Spalding County, Georgia, (hereinafter referred to as the "County"), and the McIntosh Trail Regional Development Center (hereinafter referred to as the "RDC").

WHEREAS, Spalding County and the City of Griffin have a need for a transportation planner to provide assistance in complying with federal and state planning requirements for metropolitan transportation and air quality planning and;

WHEREAS, the RDC has an interest in coordinating activities for transportation planning for its member governments and;

WHEREAS, all parties agree to exert their best efforts toward accomplishment of the above-stated goal;

NOW THEREFORE, in consideration of the mutual promises hereinafter set out, both parties agree as follows:

Engagement. The County agrees to coordinate transportation planning activities relevant to the metropolitan and air quality planning process through the RDC. The RDC agrees to employ staff devoted to such transportation planning activities.

Compensation. The County agrees to pay the RDC actual costs of funding this activity up to a maximum of Sixty-seven Nine Hundred and Thirty-four Dollars (\$67,934) per year. This amount represents fifty percent (50%) of the total amount budgeted for this activity, the other fifty percent (50%) of the funding will be due from the City of Griffin. Payments will be made no more than monthly and no less than quarterly, based on an invoice submitted by the RDC.

Working Facilities and Materials. The RDC will utilize its own facilities and provide its own materials; provided that the County agrees to supply, and hereby authorizes the RDC to utilize those facilities and source documents belonging to the County which are reasonably necessary to carry out the duties of the position.

Term. The initial term of this agreement is twelve months, beginning July 1, 2008 and concluding June 30, 2009, and shall be renewed annually beginning July 1, 2009 for as long as a need is expressed and mutual satisfaction is accomplished.

Relationship Between Parties. The RDC is retained and engaged by the County only for the purposes and to the extent set forth in the present agreement and exhibits attached thereto, and the relationship between the County and the RDC shall be free to utilize those employees, working materials and source materials that, in its opinion are necessary to perform the duties of the position.

Termination. This agreement shall not be terminated prior to expiration of the term hereinabove set forth except for cause and upon payment by the County of the pro-rata portion of this contract which is completed at the time of the early termination hereof.

Remedy. The parties hereto agree that specific performance shall be one of the remedies available for breach of this contract. Specific performance shall be cumulative of, and shall not limit the parties right to resort to, other remedies provided by law.

Entire Agreement. THIS AGREEMENT AND THE EXHIBITS ATTACHED HERETO CONSTITUTE THE SOLE AND ENTIRE AGREEMENT BETWEEN THE PARTIES AND NO MODIFICATION HEREOF SHALL BE BINDING UNLESS ATTACHED HERETO AND SIGNED BY BOTH OF THEM. NO REPRESENTATION, PROMISE OR INDUCEMENT NOT INCLUDED IN THIS AGREEMENT SHALL BE BINDING UPON EITHER PARTY HERETO.

IN WITNESS WHEREOF, the County and the RDC have caused this agreement to be executed as of the day and year first above written.

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*Motion to approve the annual agreement between Spalding County and McIntosh Trail Regional Development Center for joint funding (along with City of Griffin) of the position of Urban Transportation Planner currently held by Anthony Dukes for FY 2009 by Commissioner Freeman, seconded by Commissioner Phillips, carried by a vote of 3-0.*

- 9. Consider request of A T & T local office to conduct a driver training/refresher program for area technicians in the Memorial Drive Plaza parking lot for six different exercises during the week of May 6-9, 2008.

*Motion to approve request of A T & T local office to conduct a driver training/refresher program for area technicians in the Memorial Drive Plaza parking lot for six different exercises during the week of May 6-9, 2008 by Commissioner Phillips, seconded by Commissioner Freeman, carried by a vote of 3-0.*

10. Consider Change Order for M/A-Com to the 800 MHz Communications System in the amount of \$125,937.64 for the addition of a 100' monopole for the E-911 Center.

*Motion to approve Change Order for M/A-Com to the 800 MHz Communications System in the amount of \$125,937.64 for the addition of a 100' monopole and all necessary accompanying site work for the E-911 Center by Commissioner Phillips, seconded by Commissioner Freeman, carried by a vote of 3-0.*

11. Consider approval of Tower License Agreement with Crown Castle for the Newnan Road tower site for the 800 MHz Communications System.

*Motion to approve Tower License Agreement with Crown Castle for the Newnan Road tower site rental at \$2330 per month for the 800 MHz Communications System by Commissioner Phillips, seconded by Commissioner Freeman, carried by a vote of 3-0.*

12. Set a date for Public Hearing to establish street lighting district for Sun City Peachtree – Pod 36B.

*Motion to set the date of May 19, 2008 for a Public Hearing to establish street lighting district for Sun City Peachtree – Pod 36B by Commissioner Freeman, seconded by Commissioner Phillips, carried by a vote of 3-0.*

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

- Reminder: Parks and Recreation Advisory Board Joint Meeting will be tomorrow at 6 p.m. at Wyomia Tyus Olympic Park, Pavilion #2. Those arriving early will take a tour of Ernie's Trail.
- MSI did an excellent job on Open Enrollment today, efficiently processing over 160 today.
- The North Griffin Corridor Meeting will be May 17 at the Welcome Center, 11 am to 1 pm.
- The City is trying to schedule a Land Bank Authority Meeting later this month.
- The General Griffin Statue Committee met today and Mr. Wilson will bring a tourism request for a donation of \$10,000 from the tourism account toward completion of the statue.
- The County has been working with Stephen Macke on the rebanding effort because of Channel 69. Mr. Wilson will bring for approval a contract directly with Mr. Macke and not GTRI. He is working with a Washington law firm, and it looks as though the County will spend approximately \$1 million on the rebanding, which should be reimbursed by Sprint.
- An agreement with Minerva will be considered at the next meeting for transport of sewerage along County/State right of way from Sun City to Heron Bay's new charter school and their village node.
- Mr. Wilson said he had been contacted by Alan Mobley regarding the performance bond on his South Walkers Mill Road development. The work is about 65% complete, but the bond expired and the County called it. He is working with County Attorney Fortune and hopefully Mr. Mobley will complete the pool and playground soon so the County won't have to proceed with taking his bond. He's had problems with the pool contractor but seems to have it resolved for the time being.
- As for the current contract with Dr. Musso to provide inmate health care at the detention center, Larry Wilson notified Dr. Musso that his service was terminated as of June 30, 2008. The new doctor should be in place July 1, 2008. The effect of judge's recent order rendered our contract null and void, but to file an appeal acts to stay the action. Mr. Fortune said he has talked with the Sheriff's attorney and he agrees, but also feels the Sheriff has control of his jail, and the Sheriff does not want Dr. Musso there after June 30, 2008. Mr. Fortune feels that for the time being it may be best to concede to the Sheriff's insistence and terminate the contract with Dr. Musso. A verbal intent to terminate has been tendered but needs to be formally approved by the Board. Once the Appellate Court rules, the situation may differ.

*Motion to amend the agenda by Commissioner Phillips to consider authorizing Staff to terminate with 60 days notice the contract with Dr. Musso was seconded by Commissioner Freeman and carried by a vote of 3-0.*

Commissioner Flowers-Taylor stated for record that it was a shame the Sheriff was not willing to look at the fact that historically complaints and suits alleging poor health care were numerous but have abated in the last three years. She has not seen one lawsuit since Dr. Musso took over health care provision at the jail. It's wonderful to turn the other cheek but the picture painted here is that it is all about the Sheriff and not about the inmates, to whom the County is responsible for providing quality health care that is accessible and affordable.

*Motion to approve termination of the contract with Dr. Musso as provided with 60 days notice was made by Commissioner Phillips, seconded by Commissioner Freeman, and carried by a vote of 4-0 (Chairman Goss arrived at 6:46 p.m.), effective June 30, 2008.*

## **XIII. REPORT OF COMMISSIONERS**

### **Freeman**

Highland Mill demolition work has been progressing but has reached a standstill. Workers told him the contractor had gone bankrupt. He asked that Community Development investigate since there is much left to be done at the site.

**Flowers-Taylor**

Commissioner Flowers-Taylor wants to see an area for a fire station on the plan from Minerva when the agreement comes in that was discussed previously. Two vendors at ACCG training last week attracted her interest, one of which involved pervious cement for parking and sidewalk areas. While not designed for road traffic, it would be ideal for foot traffic and would help with stormwater issues. Jackson Tire Recycling was also proposing an event with a 1-2 day amnesty program each year for tires. A central location could accept up to four tires to be disposed of at no cost (usually \$.65 per tire) but they get grant that helps defray the cost of this event. She concluded by asking that Code Enforcement look at the Conley Avenue area behind Spalding Heights and 9<sup>th</sup> Street, where she has received complaints of dumping of trash and furniture, even with the erection of privacy fencing.

**Phillips**

Commissioner Phillips elaborated on the Highland Mill area problem. The company doing demolitions did not have preinspection approval for removal of asbestos. EPD personnel have been investigating and questioned him. The water tank is part of mill but is not connected to the sewer system. With the ongoing issues of the City of Atlanta and others having to layoff employees, he wanted to praise staff for working to keep the County viable in these hard economic times. He has received many kind words from employees about our ability to weather the storm and work toward riding out the problems. He credited staff and department heads for their successful efforts.

**Goss**

Chairman Goss apologized for arriving late and echoed Commissioner Phillips' comments about insurance and keeping the County financially healthy. He, too, has received positive comments.

**XIV. CLOSED MEETING**

- 1. County Attorney requests a Closed Meeting to discuss pending or potential litigation.  
Since there no longer existed the need for a Closed Meeting, none was called.

**XV. ADJOURNMENT**

*Motion to adjourn by Commissioner Freeman, seconded by Commissioner Phillips, carried by a vote of 3-0 at 6:55 p.m.*

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Chairman

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County Clerk

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