



Agenda
Board of Commissioners - Work Session August
3, 2026
3:00 PM
Room 108, Spalding County Annex Building

I. OPENING (CALL TO ORDER)

PLEASE SILENCE YOUR CELL PHONES AND ALL OTHER ELECTRONIC DEVICES.

II. INVOCATION

1. Commissioner Gwen Flowers-Taylor to lead the invocation.

III. PLEDGE TO FLAG

1. Commissioner Ryan Bowlden to lead the pledge to the Flag.

IV. AGENDA ITEMS

1. Discuss approving an out of state motor coach trip.
2. Discuss Board Up and Blight Ordinance.
3. Discuss Fire Station 7 bids for resurfacing the parking lot.
4. Discuss recommendation of award letter for the CMAR of 117 E Solomon Street Reconstruction.
5. Discuss 2026 Capital Improvement Element (CIE) and Community Work Program (CWP) for Spalding County and subsequent Transmittal Resolution for 2026 Capital Improvement Element (CIE) and Community Work Program (CWP) to Three Rivers Regional Commission.
6. Discuss Resolution to Adopt a Moratorium on the Acceptance of Rezoning and Special Exception Application in Spalding County.
Zoning Attorney Newton Galloway is requesting the Board of Commissioners adopt a moratorium for all development projects that require a rezoning or special exception.
7. Discuss Changes to and possible approval of Childress & Justice, LLC Contract for Indigent Defense for Juveniles. Nunc Pro Tunc
8. Discuss Resolution and Referendum for Marshal's Office.
9. Discuss Southern Natural Gas Rights of Way Easement at Dundee Lake Road.

V. ADJOURNMENT

Individuals with disabilities who require certain accommodation in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Coordinator at 770-467-4280 (1) One Week prior to the meeting to allow the City to make reasonable accommodations for those persons.



BOARD OF COMMISSIONERS - WORK SESSION

Commissioner Gwen Flowers-Taylor to lead the invocation.

Requesting Agency
Spalding County

Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:



BOARD OF COMMISSIONERS - WORK SESSION

Commissioner Ryan Bowlden to lead the pledge to the Flag.

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ATTACHMENTS:



BOARD OF COMMISSIONERS - WORK SESSION

Discuss approving an out of state motor coach trip.

Services

Requesting Agency

Spalding County Parks & Leisure

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Makin' Tracks Travel Club is requesting a one day out of state motor coach trip to the Western Carolin State Fairground.

Fees were calculated using the new policy that is effective July 1. User fees cover cost of use.

Fiscal Impact / Funding Source

Users cover costs.

STAFF RECOMMENDATION

Approval

Kelly Carmichael, CPRP
Leisure Services Director
770-467-4750

ATTACHMENTS:

[MTTC Out of State Trave Request 9-11-2026.pdf](#)

[Motorcoach Policy Effective July 1, 2026.pdf](#)



Spalding County
Motor Coach Reservation Form

(Please Print)

Organization name: Spalding County Senior Center

Contact person: Lauren Dougherty

Address: 885 Memorial Dr.

Phone: (W) 770-468-3068 (C) _____

(H) _____ (E-mail) lbrown@spaldingcounty.com

Departure Date: 9/11/2026 Departure Time: 8AM

Departing from: 885 Memorial Dr.

Return Date: 9/11/2026 Return Time: 7PM

Destination with address: 561 May Royal Dr., Aiken SC

Estimated round trip mileage: 354

Cost calculations: \$ 1061.75 (Use attached cost calculator)

*Payment in full accepted by Visa/Mastercard/Debit or company check made payable to Spalding County

*Attach tentative trip itinerary. *Final trip itinerary due within 2 weeks of trip. (Must include timeline, all destinations, hotels, addresses, confirmations, and phone numbers.)

Group Leader on trip: Olivia Childs, Activity Assistant

Address: _____

Phone: (C) 678-719-5074 (E-mail) ochilds@spaldingcounty.com

Emergency Contact: Lauren Dougherty, Manager (C) 770-468-3068

For office use:

Date received request: 07/15/2026 by: Lauren Dougherty

Mileage Confirmed: 354 Fee: 1,061.75

Operator scheduled: pending BOC approval Phone: _____

Approval Memo submitted: _____

Notes: BOC approves out of state trip request, per policy.


Signature

July 16, 2026
Date

I agree to and understand the above Senior Center Bus Use Guidelines and the Reservation Form



Motorcoach Trip Cost Calculator
(Required for all trips)

Trip destination: Western Carolina State Fairground Date(s): 9/11/2026

Group Name: Fired Arts Program

Itinerary and Tours:

***All destinations must be able to accommodate a motorcoach for drop off with a parking plan established and confirmed.**

	AM Departure	PM Arrival	Total Daily Hours	Total Daily Mileage
Day 1	8AM	7PM	11	354 Miles
Day 2				
Day 3				
Day 4				
Day 5				

Total Trip Hours* = 11 Total Trip Mileage = 354

**Add 1 hour pre plus 1 hour post trip per day to total*

Cost Calculator:

- a. Total Trip Hours 11 x \$31 (Driver) = \$341
- b. Round Trip Miles 354 ÷ 7 miles per gallon = 50.60
- c. (Total of b.) 50.6 x \$4.00 (Diesel cost per gallon) = 202.40
- d. Staff Cost = \$120
- e. Insurance: Number of Trip Days 1 x \$7.51 = \$7.51
- f. Capital Allocation by Days: Number of Trip Days 1 x \$185 = \$185
- g. Capital Allocation by Mile: Round Trip Miles 354 x \$0.40 = \$141.60
- h. Maintenance Fee: Number of Trip Days 1 x \$13.64 = \$13.64
- i. **Total due to Spalding County** = \$1061.75

*Payment in full accepted by Visa/Mastercard/Debit or company check made payable to Spalding County

*Driver meals, accommodations, parking, tolls and all other travel related fees are the responsibility of user group.



Motorcoach Use Policy

July 2026

User Groups

- Spalding County Programmatic trips
- Spalding County/City of Griffin governmental entities
- Other special events as approved by County Manager and Board of Commissioners
- Local academic institutions: SCTC; UGA; GSCS for state championship events

***Spalding County's motorcoach is not permitted for charter. It is a county insured vehicle.**

Motorcoach Operator Requirements

Motorcoach Operators are employees of Spalding County who possess a valid Georgia Class A Commercial Driver's License (CDL) with a Passenger Endorsement with no L restriction.

Motorcoach Operator Fees

- The Operator's wage is included in the trip fee.
- The user group is responsible for the cost of Operator's meals.
- The user group is responsible for coordinating and paying for the Operator's lodging.

Trip Restrictions

- All trips **will be limited** to a maximum of five (5) days, unless approved by the Leisure Services Manager or their designee.
- All trips **will be limited** to a maximum of **850** miles one way.
- Actual driving time cannot exceed eight (8) hours in one day, with breaks of at least thirty (30) minutes every four (4) hours of driving, or as needed.
- All in-state travel requires approval of the Senior Center Supervisor.
- All out-of-state travel must be approved by the Spalding County Board of Commissioners. Out of state travel requests must be submitted at least 90 days in advance to allow time for approval process.

***Should mechanical failure of the motor coach occur, Spalding County is not responsible or liable for any resulting expenses including, but not limited to, expenses related to missed reservations, extended hotel accommodations etc. Should circumstances arise, Spalding County will be responsible for seeking mechanical repair of its motor coach, ensuring the safety of passengers, and for locating a replacement motorcoach.**

Fees

- Fees for all trips include staff costs, the current cost of diesel fuel, insurance, maintenance, and capital allocation.
- Mileage is calculated on a round-trip basis.
- All parking fees, tolls, penalty charges, and any other incidental charges incurred during the trip shall be the responsibility of the user group.

Reservation Process

- Reservation requests may be submitted one year in advance by the user group.
- Reservation requests should be completed in full and submitted to the appointed staff member at least sixty (60) days in advance of the requested use date.
- All destinations must be able to accommodate a motorcoach for drop off with a parking plan established and confirmed.
- In the event of an emergency, a passenger list, complete with name, address, phone number and emergency contact of each person on board, must be given to the Spalding County Senior Center Supervisor on the date of departure.
- Fees should be submitted with a detailed itinerary two (2) weeks in advance of the trip.
- All requests made by approved user groups will be approved or denied based on the following:
 - Vehicle availability
 - Operator availability
 - Trip duration and destination

Cancellations

- All user groups should prepare contingency plans in the event the motorcoach is not available due to unexpected maintenance problems.

Conduct

- All user groups shall keep the vehicle neat, clean and damage free.
- The user group's entity is responsible for the cost to repair all damages to the motorcoach caused by passengers during their time of use.
- Prior to departure and upon return an inspection of the bus will be made by the Operator and group leader. A checklist will be signed and dated by all parties to witness the condition of the bus prior to and upon return from any scheduled trip.
- Beverages with twist caps are **the only** beverage types permitted on board.
- Tobacco use, including vaping, is prohibited on board.
- The consumption of alcoholic beverages and illegal substances are prohibited on board.
- Individuals deemed disruptive to the safety and welfare of other passengers and/or the motorcoach operator will be restricted from attending future excursions.



Spalding County
Motor Coach Reservation Form

(Please Print)

Organization name: _____

Contact person: _____

Address: _____

Phone: (W) _____ (C) _____

(H) _____ (E-mail) _____

Departure Date: _____ Departure Time: _____

Departing from: _____

Return Date: _____ Return Time: _____

Destination with address: _____

Estimated round trip mileage: _____

Cost calculations: \$ _____ (Use attached cost calculator)

*Payment in full accepted by Visa/Mastercard/Debit or company check made payable to Spalding County

*Attach tentative trip itinerary. *Final trip itinerary due within 2 weeks of trip. (Must include timeline, all destinations, hotels, addresses, confirmations, and phone numbers.)

Group Leader on trip: _____

Address: _____

Phone: (C) _____ (E-mail) _____

Emergency Contact: _____ (C) _____

For office use:

Date received request: _____ by: _____

Mileage Confirmed: _____ Fee: _____

Operator scheduled: _____ Phone: _____

Approval Memo submitted: _____

Notes: _____

Signature

Date

I agree to and understand the above Senior Center Bus Use Guidelines and the Reservation Form



Motorcoach Trip Cost Calculator
(Required for all trips)

Trip destination: _____ Date(s): _____

Group Name: _____

Itinerary and Tours:

***All destinations must be able to accommodate a motorcoach for drop off with a parking plan established and confirmed.**

	AM Departure	PM Arrival	Total Daily Hours	Total Daily Mileage
Day 1				
Day 2				
Day 3				
Day 4				
Day 5				

Total Trip Hours* = _____ Total Trip Mileage = _____

**Add 1 hour pre plus 1 hour post trip per day to total*

Cost Calculator:

- a. Total Trip Hours _____ x \$31 (Driver) = _____
- b. Round Trip Miles _____ ÷ 7 miles per gallon = _____
- c. (Total of b.) _____ x _____ (Diesel cost per gallon) = _____
- d. Staff Cost = \$120
- e. Insurance: Number of Trip Days _____ x \$7.51 = _____
- f. Capital Allocation by Days: Number of Trip Days _____ x \$185 = _____
- g. Capital Allocation by Mile: Round Trip Miles _____ x \$0.40 = _____
- h. Maintenance Fee: Number of Trip Days _____ x \$13.64 = _____
- i. **Total due to Spalding County** = _____

*Payment in full accepted by Visa/Mastercard/Debit or company check made payable to Spalding County

*Driver meals, accommodations, parking, tolls and all other travel related fees are the responsibility of user group.



BOARD OF COMMISSIONERS - WORK SESSION

Discuss Board Up and Blight Ordinance.

Requesting Agency
Spalding County Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:

[Ordinance.Board Up and Blight Ordinance Amendment.pdf](#)

ORDINANCE

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF SPALDING COUNTY, GEORGIA, AT PART VIII – PLANNING AND REGULATION OF DEVELOPMENT, CHAPTER 2. – UNFIT BUILDINGS AND STRUCTURES, TO ADD SECTIONS 8-2004 THROUGH 8-2006; REPEALING CONFLICTING ORDINANCES AND PARTS THEREOF; RESTATING THE CODE, AS MODIFIED BY THIS ORDINANCE; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS FOR SPALDING COUNTY, GEORGIA, AND IT IS ESTABLISHED AS FOLLOWS:

Section 1. The Code of Ordinances of Spalding County, Georgia is hereby amended at PART VIII – PLANNING AND REGULATION OF DEVELOPMENT, CHAPTER 2. – UNFIT BUILDINGS AND STRUCTURES, by adding Sections-2004 through 8-2006, as follows:

Sec. 8-2004. – Vacant Property Board-up permits.

- (a) No person, firm, association or corporation shall erect, install, place, or maintain boards over the doors, windows, or other openings of any building or structure or otherwise secure such openings by a means other than the conventional method used in the original construction and design of the building or structure without first applying for and, within 30 days of application, completing all steps necessary for the issuance of a boarding permit and thereafter having a valid and current boarding permit therefore from the department of community development. Any properties with boards existing at the time of the adoption of the ordinance from which this article is derived will have two months from the date of the ordinance's adoption to make application to continue to board. A vacant property is defined as any property intended for habitation or commercial, industrial, or business use that has not been lawfully inhabited for a period of 60 days or more, or any property that is partially constructed or incomplete without a valid building permit. A vacant property must be secured within 90 days after it has become vacant.
- (b) Community Development shall issue a boarding permit required by subsection (a) upon the submission of a written application by the owner of the property or his/her authorized representative or contractor, upon the

payment of the required fee, and upon the confirmation through inspection by the director of community development or his/her designee that the boarding or other method of securing the building or structure has been done in compliance with this article. Community development is authorized to establish a fee schedule to enable the county to offset its reasonable expenses in reviewing the application and monitoring the boarding process.

(c) The boarding permit issued pursuant to this section shall authorize the boarding or other securing of a building or structure for an initial period of six months. If the structure is still boarded at the end of each such six months, the boarding permit may be renewed upon the submission of a written application by the owner of the property or their authorized representative or contractor with the submission of the application occurring no later than ten business days prior to the expiration of the original permit, upon the payment of the required fee and upon the confirmation through inspection by a county code enforcement officer that the boarding or other method of securing the building or structure has been done in compliance with this article. The issuance of a renewal-boarding permit shall also be subject to all the following conditions:

- (1) The owner shall submit a detailed plan for correction, repair or rehabilitation of violations of state or local building and housing standards and for the securing of the doors, windows and other openings by the conventional method used in the original construction and design of the building or structure or, alternatively, a detailed plan for sale of the property to another person or entity with provision in the sale of correction, repair or rehabilitation; and
- (2) The owner shall submit a timeline for applying for appropriate permits for such work and for completing such work prior to the expiration of the renewal permit, or alternatively, a timeline for the sale of the property; and
- (3) The permit may be revoked by written notice of community development, at the recommendation of the director of community development, if the owner fails to comply with the plan for such work or fails to comply with the timeline submitted.

- (d) A boarding permit may not be extended beyond the renewal period nor may a new application for the same property be accepted by community development within one year of the date of expiration of the prior permit, except: (1) upon the submission of a written application by the owner of the property or their authorized representative or contractor; and (2) upon the payment of the required fee; and (3) upon the confirmation through inspection by a county code enforcement officer that the boarding or other method of securing the building or structure has been done in compliance with this chapter; and (4) upon demonstration that "good cause" for the renewal exists.

"Good cause" shall require a showing by the owner that the permit renewal is made necessary by conditions or events beyond the owner's control, such as the inability to obtain financing for repair or rehabilitation, the inability to locate a suitable buyer, unanticipated delays in construction or rehabilitation, or unanticipated damage to the property. In addition, where appropriate, "good cause" shall also require a showing by the owner that the owner has exercised reasonable and due diligence in attempting to complete the needed repair, rehabilitation, or correction, or is attempting to sell the property. If the director of community development determines that there exists good cause to renew the permit and that all other conditions are met, the permit may be renewed by the owner for an additional one year, subject to the same conditions imposed on the original renewal permit.

- (e) Board-up permits shall not be required in the case of a temporary emergency, including but not limited to damage caused by vandalism, theft, or weather, and/or hurricane preparation.

Sec. 8-2005. - Standards for securing buildings.

- (a) The boarding of the doors, windows, or other openings of any building or structure or any means of securing such openings, other than by the conventional method used in the original construction and design of the building or structure, shall comply with the following minimum standards:

(1) *Securing by boarding.* Windows and similar openings shall be boarded with exterior grade plywood of a minimum thickness of a half inch nominal or its equivalent. Vent holes may be required, as deemed necessary by the county. The plywood shall be secured in place by 2 × 4 or 4 × 4 cross members, secured to the plywood by at least two three-eighths-inch plated carriage bolts secured with nuts and large washers at each end, and with the cross member turned so that the carriage bolt goes through the larger dimension. Bolts used to secure the cross member shall be threaded to the correct length. A minimum of two cross members shall be used on each window, and, depending on the size of the opening, additional cross members may be required. Each cross member shall be a continuous piece of lumber, and each must extend at least one foot past the window opening in each direction. Bolts and nuts used to secure the cross members to the plywood must be tightened enough to slightly deflect the wood. Bolt heads must fit tightly against the wood and not give a surface for pliers or pry bars.

(2) *Exterior doors.* Exterior doors shall be boarded with exterior-grade plywood of a minimum thickness of half-inch nominal or its equivalent, fitted to the entry door jamb with a maximum clearance of one-eighth inch on each edge. The existing door should be removed and stored inside the building. The plywood shall be attached to three horizontal 2 × 4 or 4 × 4 wooden crossbars, each with two three-eighths-inch carriage bolts and matching hardware. The plywood shall be attached to the door entry with three case-hardened strap hinges of the type specified by the building official, and the plywood shall be secured by a case-hardened steel hasp and a minimum two-inch case-hardened padlock of the type specified by the county.

(3) *Painting of boarded openings.* All boarded openings shall be painted with a minimum of one coat of exterior paint, which is of a color compatible with the exterior color of the building or structure.

(4) *Alternative methods of securing a building.* Upon application for a boarding permit, community development may approve alternative methods of securing a vacant and unoccupied building or structure. In determining to approve any alternative method, the county shall consider the aesthetic and other impacts of such method on the immediate neighborhood and the extent to which such method

provides adequate and long-term security against unauthorized entry to the property.

- (b) *Additional requirements.* In connection with the boarding of the doors, windows, or other openings of any building or structure or any means of securing such openings, other than by the conventional method used in the original construction and design of the building or structure, the owner shall also comply with all the following requirements:

(1) All utility service to the building or structure shall be terminated by removal of the meters and termination of electric power at the pole. Compliance with this subsection may be waived in writing by the county as to the electric utility service if electricity is needed to power exterior security lighting, an alarm system, or equipment to be used in connection with rehabilitation of the building or structure for which there is an active and current building permit;

(2) The sewer shall be capped in a manner approved by the county to prevent the accumulation of methane gas in the building or structure;

(3) The interior of the building or structure shall be cleaned of all trash, junk, garbage, debris, and solid waste, and personal possessions shall be removed from the interior of the building or structure, to eliminate any fire or health hazard and prevent hindrance to firefighting equipment or personnel in the event of a fire. Disposal of such trash, etc. must comply with all provisions of the County Code, and no such trash, etc. shall be placed within the county right-of-way.

Sec. 8-2006. - Real property maintained in a blighted condition.

- (a) *Definitions.* The following terms, when used in this section, shall have the meaning ascribed to them:

(1) *Blighted*, as applied to a piece of property, means a building or lot that is deteriorated, derelict, or neglected to the point where it threatens public health, safety, or neighborhood property values. Characterized by abandonment, structural decay, or code violations (e.g., broken windows, fire damage, overgrown, accumulated debris).

(2) *Millage rate* means only the general millage rate for the county maintenance and operations.

(3) *Public officer* means the community development director, building inspector, code enforcement officer, county manager, member of the staff of the tax assessor's office, deputy sheriff, or any other county official who is authorized by law and this Code to exercise the powers prescribed by this section, or any agent of such officer or officers, or any other employee, officer or officers designated by the county manager for purposes of this section.

(b) *Blighted condition designation.* For the property in question to be subject to official identification as blighted and subject to increased taxation, the property must be determined to be:

(1) Unfit for human habitation or unfit for commercial, industrial, or business use and not in compliance with applicable codes; or

(2) Vacant and being used in connection with the commission of drug crimes; or

(3) Constituting an endangerment to the public health or safety because of unsanitary or unsafe conditions; or

(4) Presence of conditions which endanger life or property by fire and other causes; or

(5) Presence of conditions which substantially impair or arrest the sound growth of the county, hinders the provision of housing accommodations, constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare; or

(6) Any combination of such factors that are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime and detrimental to the public health, safety, morals, or welfare.

(c) *Procedure for identification of property as blighted.* The procedure for official identification of real property as blighted includes:

(1) A complaint or statement from a public officer or at least five residents residing in the unincorporated areas of Spalding County

charging that any building, structure or property meets the criteria described in subsection (b).

(2) An investigation or inspection by a public officer and determination that the property in question meets the criteria described in subsection (b).

(3) A public officer's issuance of a complaint in rem against the property. The complaint shall state which blighted condition(s) exists on the property and what steps should be taken to remediate the property. The complaint shall be hand-delivered or sent via certified mail or overnight statutory service to the property owner, providing 45 days to bring the property into compliance or make substantial progress toward compliance.

(4) If, after 45 days, the property remains non-compliant, a public officer shall cause a summons and a copy of the complaint to be hand-delivered or mailed via certified mail or statutory overnight delivery to the owner of the property. The latter is anyone revealed by a certification of title to the real property conducted in accordance with the title standards of the State Bar of Georgia. Where the address of the owner is unknown, service shall be accomplished by publication, posting on the property, and mailing of the letter to the address appearing in the records of the Spalding County Tax Commissioner. The summons shall notify the interested parties that a hearing will be held before the Spalding County Magistrate Court (hereinafter "magistrate court") at a date and time certain. Such hearing shall be held not less than 15 days nor more than 45 days after the compliance date issued. The interested parties shall have the right to file an answer to the complaint and to appear in person or by attorney and offer testimony at the time and place fixed for hearing.

(5) If after such notice and hearing, the magistrate court determines that the dwelling, building or structure in question meets the criteria in subsection (b) above, the court shall state in writing findings of fact in support of such determination and shall issue and cause its written findings to be served upon the interested parties that have answered the complaint or appeared at the hearing.

(6) No property shall be designated as blighted unless the magistrate court enters an order that finds the property in question meets the criteria to be designated as blighted pursuant to this article. This order constitutes official identification of real property as maintained in a blighted condition.

(7) If the magistrate court finds that the property is blighted, it shall, in the same order, list what must be done to remove the blighted condition designation and give the owner a deadline in which to finish the work.

(d) *Imposition of an increased tax rate.* Property, which has been officially designated as blighted, shall be subject to an increased rate of county ad valorem taxation equivalent to seven times the normal millage rate applied to the property, applied at the time of the issuance of the subsequent tax bill, as allowed by Article IX, Section II, Paragraph VII(d) of the Constitution of the State of Georgia. The increased rate continues to apply to all subsequent tax bills until the property's designation as maintained in a blighted condition is removed as provided in this section. This increased rate of taxation and the official identification of the property as blighted remain with the property if transferred to another owner.

(e) *Revenue segregated.* Revenue collected from increases in the rate of ad valorem taxation shall be segregated and applied to community redevelopment purposes, in accordance with the powers of the county allowed by Article IX, Section II, Paragraph VII(d)(4) of the Constitution of the State of Georgia .

(f) *Remediation.* The property in question may be rehabilitated at any time through remedial actions or redevelopment that conforms with the magistrate court order setting forth what must be done to remove the identification of the property as maintained in a blighted condition. The owner may request removal of the property's designation as blighted from the magistrate court upon proper proof, including an inspection by a public officer, that the property has been remediated and now conforms with the court order listing what must be done to remove the identification of the property as blighted. The county manager shall be notified in writing ten days before any hearing in the magistrate court.

(g) *Remediation property tax rate.* As provided in Article IX, Section II, Paragraph VII(d)(6) of the Constitution of the State of Georgia, real property which has had its designation as maintained in a blighted condition removed by the magistrate court shall be eligible for a decrease in the rate of county ad valorem taxation by applying a factor of 0.5 to the county millage rate applied to

the property, so that such property shall be taxed at a lower millage rate than the millage rate generally applied in the county or otherwise provided by general law; such decreased rate of taxation shall be applied beginning with the next tax bill rendered following removal of official designation of a real property as blighted. The decreased rate of taxation may be given in successive years, depending on the amount of cost expended by the person(s) chargeable with payment of ad valorem taxes on the property to satisfy its remediation or redevelopment, with every \$25,000.00 or portion thereof equaling one year of tax reduction; provided, however, that no property shall be entitled to reduction in county ad valorem taxes for more than four successive years. To claim entitlement for a decreased rate of taxation, the person(s) chargeable with payment of ad valorem taxes on the property shall submit a notarized affidavit to the public officer, within 30 days of the court's designation being removed, supported by receipts or other evidence of payment, of the amount expended.

(h) It shall be the duty of the public officer to notify the Tax Commissioner of Spalding County in writing as to the designation or removal of designation of a specific property as maintained in a blighted condition. Such notice shall identify the specific property by street address and parcel number, as assigned by the Spalding County Tax Assessor's Office. The public officer shall cooperate with the tax commissioner to ensure accurate tax billing of those properties subject to increased or reduced ad valorem taxation under this article.

The within ordinance shall be and become effective immediately upon its approval by the Spalding County Board of Commissioners.

Approved on first reading this 23rd day of July 2026.

Approved on second reading this the 3rd day of August 2026.

Clay W. Davis, Chairperson

Steve Ledbetter, County Clerk



BOARD OF COMMISSIONERS - WORK SESSION

Discuss Fire Station 7 bids for resurfacing the parking lot.

of Commissioners

Requesting Agency
Spalding County Board

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:

[Fire Station 7.Southeast Pavement Proposal-Parking Lot.pdf](#)

[Fire Station 7.Piedmont Paving Proposal-Parking Lot.pdf](#)

[Fire Station 7.Kevin King Email Recommendation for contract.pdf](#)



SouthEast Pavement Inc.
581 Hwy 29 S
Newnan, GA 30263
(470) 401-0123

Contact
Matthew Davidson
matt@sepave.com
(678) 675-4816

Proposal

Estimate ID
GM8FW47J-002

Bid date
Mar 31, 2026

Expires
May 30, 2026

Attention
Kevin King
Spalding County
1515 Williamson Rd
Griffin, GA 30224
kking@spaldingcounty.com
(678) 572-8449

Project name
L.B. Norton Fire Station Parking Lot
Project address
765 Vaughn School Rd
Griffin, GA 30223
Estimate name
L.B. Norton Fire Station Parking Lot

Payment Terms
Due on Completion

Bid Items

Item #1

Mill & Pave

Qty	UOM	Line item total
1750	SY	\$82,988.00

Mill & Pave with Asphalt at listed depth

****Existing asphalt appears to be approximately 2" thick. This depth is not sufficient enough for heavy duty traffic. We propose 2.5" of 19mm binder & 1.5" 9.5mm topping.****

- -Mill entire surface of asphalt using mill machine and hauling of materials for disposal.
- -Entire milled surface to be tack coated.
- -New asphalt will then be placed by a paver spreader box at the above depth.
- -Asphalt will be rolled and compacted to a uniform consistency using a smooth steel drum roller.
- -All new asphalt material will be Department of Transportation approved.
- -Upon milling, if unsuitable materials are encountered (paving fabric, contaminated material, etc) and deemed by Contractor or Supplier unacceptable to be delivered to the original desired location, customer would be notified and the material will be taken to a dump site at an additional charge to customer.
- -We will not be responsible for ponding water or poor drainage in areas where the grade is less than 2%.
- -Customer is responsible to ensure all vehicles are removed (towing if required) from the affected areas no later than 7:00 a.m.

Bid Total:
\$82,988.00

File Attachments



Conditions

Bid Expiration Date

All bid pricing expires/is subject to change 45 days from the receipt of each bid.

Terms and Conditions

- These Terms and Conditions are by and between SouthEast Pavement Inc., and the front-side "Purchaser".
- All stone, asphalt, and concrete depths indicated are to be interpreted as average depths. Actual Asphalt Repair depth regardless of depth specified on the front will only go to the stone base or specified depth whichever is less.
- Drainage is not guaranteed on areas having less than 2% grade.
- If contract is cancelled by Purchaser prior to commencement of work, Purchaser will pay Contractor (20%) of total contract price.
- Unit prices, if specified, provides no guarantee that contractor will perform additions service at same rate.
- All proposals are based on the existence of workable sub-base layer (able to pass a proof roll). It shall not be Contractors responsibility to check sub-base unless it is specified and paid for in the contract. Contractor shall not be responsible for consequences of sub-base deficiency or failures.
- Purchaser shall not prematurely subject the work to any type of traffic; loads in excess of the design capacity before proper cure, or in a manner which may damage the work. Contractor is not responsible for graffiti, tire tracks, animal or human footprints, etc., on finished concrete/asphalt.
- If delays are incurred from circumstances created by the customer, additional mobilization fee of \$2,500.00 per day will be charged to customer.
- Contractor assumes no responsibility for underground utilities. Purchaser is responsible for all damage to existing structures and facilities, including underground facilities, caused by equipment necessary to carry out the work.
- Contractor will not be responsible for construction or material failures or delays in construction caused by any factor beyond its control, including, but not limited to, delays or failures caused by weather, acts of God, delays in transportation, acts of suppliers and subcontractors, acts of the Purchaser, Owner or its separate contractors, fuel or raw material shortages, plant failures, or any other cause beyond its control.
- Unless stated in writing on this proposal, all engineering and testing, subgrade stabilization (undercut), excavation, utilities, adjustment of underground facilities, manholes, water valves, or underground structures, striping, landscaping, permits, bonds, government approvals, damage to existing asphalt and concrete and landscaping shall be Purchaser's sole responsibility. Purchaser agrees to indemnify, protect, and hold Contractor harmless from any and all damages, expenses and attorneys fees suffered or incurred on account of Purchaser's breach of any obligation or covenant of this proposal.
- In the event that Contractor retains an attorney to recover any amount due under this agreement, the Purchaser agrees to pay all attorney fees, court costs and costs of collection incurred by Contractor.
- Purchaser will, prior to Contractor leaving the job site, arrange for an authorized representative or agent of the Purchaser to inspect completed Contractor work in the company of a Contractor representative. Purchasers failure to inspect job site as above will signify acceptance of work performed by Contractor and agreement to pay the bill in full within fifteen (15) days.

Signatures

Accepted By

Spalding County
kking@spaldingcounty.com
(678) 572-8449



Kevin King

Submitted By

Matthew Davidson
matt@sepave.com
(678) 675-4816



Matthew Davidson
7/21/26, 9:46 AM



Piedmont Paving, Inc.
 1226 Highway 16 East
 Newnan, GA 30263

PROPOSAL AND CONTRACT

<u>Submitted To:</u> Spaulding County	<u>Project Name:</u> Spalding County Fire Station 7 Mill & Pave	<u>Date:</u> 7/21/2026
<u>Attn.: Kevin King</u>	<u>Project Location:</u> Spalding Co Ga	<u>Proposal No:</u> 9196
		<u>Estimator:</u> Jake Estes

Piedmont Paving, Inc., hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with the above referenced project:

<u>Item</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
<u>1. Milling</u>	1,810	SY	\$10.20	\$18,462.00
Includes: Milling existing 4" asphalt				
<u>2. Heavy Duty Paving</u>	1,810	SY	\$39.50	\$71,495.00
Includes: Touch up existing base (does not include placing any additional GAB, only fine grading existing base)				
2.5" 19mm asphalt				
1.5" 9.5mm asphalt (w/ tack)				
<u>3. Striping</u>	1	LS	\$2,200.00	\$2,200.00
Includes: Parking lot striping per existing striping				
<u>4. Traffic Control</u>	1	LS	\$2,500.00	\$2,500.00
Includes: Traffic Control as needed on Vaghn School Road				
Total Amount				\$94,657.00

General Notes:

1. One mobilization is included. Add \$3,000 for each additional move in.
2. Layout, testing, bonds, sawcutting, demolition, grading, sealcoating, rumble strips, utility coordination and adjustment of existing structures are excluded.
3. Erosion control, sediment control and associated "Best Management Practices" are excluded and shall be the responsibility of others.
4. Pricing is based upon current material costs which are subject to change. Although we do not anticipate a notable change, Piedmont Paving has no control over the cost of asphaltic concrete paving material. In the event material unit costs change (up or down) from what is included in the estimate for this work, Piedmont Paving, Inc. will provide documentation to prove the difference in cost and adjust the invoice for that difference.
5. Drainage of the pavement surface is not guaranteed where the design slope is less than one percent.
6. Pavement lift thicknesses are based on a tolerance of 1/4" for each lift of asphalt.
7. Bituminous Prime Coat is excluded unless specifically quoted above.
8. GAB under curb is excluded.
9. Any additional base material is excluded.

Unless a lump sum price is to be paid for the foregoing work, and is clearly so stated, it is understood and agreed that the quantities referred to above are estimates and that payment shall be made at the stated unit prices on the actual field measured quantities of work performed by the Company and determined upon completion of work.

If the foregoing meets with your acceptance, kindly sign below and return this proposal. Upon its receipt it is understood that the foregoing, including the terms and conditions set forth on the following page(s), will constitute the full and complete agreement between us.

This proposal expires thirty (30) days from the date hereof but may be accepted at any later date at the sole option of the Company.

Respectfully submitted,



(Signature)

Jake Estes - Estimator

(Printed Name and Title)

CONTRACT ACCEPTANCE:

Company Name Piedmont Paving, Inc.

Signature Signature

Printed Name and Title Jake Estes - Estimator
Printed Name and Title

Date Date

TERMS AND CONDITIONS

Payment in full for all work performed hereunder during any month shall be made not later than the tenth day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the jurisdiction in which the contract is executed, or one- and one-half percent (1.5%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, we shall be furnished adequate security upon our request.

Any deviations from the specifications or modifications of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of the work, and if, in our sole judgment, such change will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Workmen's Compensation Insurance covering our employees and Public Liability and Property Damage Insurance protecting ourselves. We will also assume responsibility for the collection and payment of Social Security and the State Unemployment Taxes applicable to our employees. You agree to carry Public Liability and Property Damage Insurance sufficient to protect yourself against any and all claims arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under the final paragraph of this Proposal and Contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, including but not limited to fire, flood, or other casualty; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of this work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You

further agree to indemnify and protect us and save harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of our breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken or work performed under adverse weather conditions. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Coweta County, Georgia and you waive any right to jurisdiction and venue in any other place.


Steve Ledbetter, PhD

Spalding County
County Manager
(770) 467-4224 Work
(678) 544-6156 Mobile
sledbetter@spaldingcounty.com
119 E Solomon Street
Griffin, GA 30223
www.spaldingcounty.com

Warning: Under Georgia law, there is no liability for an injury or death of an individual entering our premises if such injury or death results from the inherent risks of contracting COVID-19. You are assuming this risk by entering our premises.

From: Kevin King <kking@spaldingcounty.onmicrosoft.com>

Sent: Friday, July 24, 2026 15:34

To: Steve Ledbetter <sledbetter@spaldingcounty.com>; TJ <timberger@spaldingcounty.com>

Cc: Glenn Polk <gpolk@spaldingcounty.com>; Mike Byrd <mbyrd@spaldingcounty.com>

Subject: Re: Fire Station 7 Milling & Paving

Steve after looking at both proposals very good, I think that Peidmont Paving would be the better of my professional opinion. They quoted the striping of the parking area, which is a plus when the other quote did not. and we could possibly do away with the traffic control with limited work being done where traffic control is an area of concern. If you have any more concerns, please do not hesitate to reach out.

Thanks,

Kevin King

Road Construction Supervisor
Spalding County Public Works
Cell: 678-572-8449
Business: 770-467-4774



From: Steve Ledbetter <sledbetter@spaldingcounty.com>

Sent: Friday, July 24, 2026 7:49 AM

To: TJ <timberger@spaldingcounty.com>; Kevin King <kking@spaldingcounty.onmicrosoft.com>

Cc: Glenn Polk <gpolk@spaldingcounty.com>; Mike Byrd <mbyrd@spaldingcounty.com>

Subject: FW: Fire Station 7 Milling & Paving

Good morning, Kevin.

If you have a few minutes, would you please review the attached documents and **provide your professional opinion** on which option would be best for us to pave the driveway at Station 7?

Thank you in advance,



Discuss recommendation of award letter for the CMAR of 117 E Solomon Street Reconstruction.

Requesting Agency

Spalding County Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:

[117 E Solomon-CMAR Award Recommendation.pdf](#)



Dr. Steve Ledbetter, PhD
County Manager
Spalding County
119 E Solomon Street
Griffin, GA 30223

July 20, 2026

Re: Recommendation of Award: 117 E Solomon Street Reconstruction (CMAR)

Dr. Ledbetter:

Submittals were opened for the above referenced project on July 7, 2026. The submittals were evaluated per the selection criteria below. Upon discussion with the selection committee, the recommendation is that the project be awarded to the most qualified and responsible submitter whose submittal meets the requirements and criteria set forth in RFQ 2027 002, **Headley Construction Corporation**. Qualifications of this submittal have been verified, and the submittal is the most advantageous to the County.

Selection Criteria:

- Firm Qualifications
- References
- Experience
- Litigation Record

Upon award by the County, we will work with the Purchasing Department to prepare the contracts and forward them to the Contractor for execution.

Respectfully,

Croy Engineering, LLC

Wayne McGary, PE
Vice President,
Croy Engineering, LLC

Cc: Erica Dye, Spalding County
Lance Griffin, Spalding County
TJ Imberger, Spalding County
Mitzy Campbell, Spalding County
Luke Torbert, Croy Engineering



Discuss 2026 Capital Improvement Element (CIE) and Community Work Program (CWP) for Spalding County and subsequent Transmittal Resolution for 2026 Capital Improvement Element (CIE) and Community Work Program (CWP) to Three Rivers Regional Commission.

Requesting Agency

Spalding County Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:

[CIE_2026.pdf](#)

[CIE_Transmittal_Resolution_Spalding_County_2026_Draft.pdf](#)



2025-2030 COMMUNITY WORK PROGRAM

	The following impact fee-funded projects are contained in this Capital Improvements Element Annual Update Report and amend the Community Work Program contained in the Spalding County Comprehensive Plan.									
ID	Action/Implementation Strategy	2026	2027	2028	2029	2030	Cost Est.	Responsible Party	Funding Source	Notes
Water Authority										
1	Complete Sewer Feasibility Study Phase 1: 19/41 and Hwy 16.						187,000	Spalding County Water and Sewerage Facilities Authority	General Fund	completed
2	AKB Sewer Implementation Project	✓	✓	✓			\$20,000,000	Spalding County Water Authority	Revenue Bonds/Enterprise Fund	SCWA issued ≈25MM in revenue bonds to target the AKB corridor identified during the Feasibility process. 0.2 MGD sewer plant and associated appurtenances tentative completion date 12/31/2026
3	Commission Wastewater Master Plan			✓			\$500,000	Spalding County Water Authority	Enterprise Fund	
4	Sewer Extension in the Pinetree Hills Area				✓	✓	\$2,000,000 - \$3,000,000	Spalding County Water Authority	General Fund, Enterprise Fund, CDBG	
5	Water and Sewer Improvements and Extensions in the unincorporated areas known as "East Griffin"				✓	✓	\$2,000,000 - \$3,000,000	Spalding County Water Authority	General Fund, Enterprise Fund, CDBG	
6	Water Improvements and Extensions in the Spalding County Service Area where needed	✓	✓	✓	✓	✓	\$4,000,000 - \$5,000,000	Spalding County Water Authority	General Fund, Enterprise Fund, CDBG	
7	Sewer Improvements and Extensions in Spalding County Service Area where needed	✓	✓	✓	✓	✓	\$4,000,000 - \$5,000,000	Spalding County Water Authority	General Fund, Enterprise Fund, CDBG	
Community Development										
8	Update City of Orchard Hill GIS-based zoning map.	✓					Staff Time/ GIS Consultant	City of Orchard Hill (Spalding County), City of Griffin GIS	City of Orchard Hill Gen. Fund	
9	Research the requirements needed to participate in the National Flood Insurance Program's (NFIP) Community Rating System (CRS) Program.	✓					Staff Time	Spalding County Community Development Department, Board of Commissioners	General Fund	Will collaborate with Fire Department
10	Update zoning code. (multiple recommendations, see Section 4.4 of Comprehensive Plan)	✓					\$150,000	Community Development Department, County Manager, Zoning Attorney, Planning Commission, Board of Commissioners	General Fund	Ongoing process - collaboration with multiple departments
11	Create regulations to govern the public use of resources, such as reservoirs.		✓				Staff Time	Spalding County Community Development Department, Zoning Attorney	General Fund	Working on access to the flint river

ID	Action/Implementation Strategy	2026	2027	2028	2029	2030	Cost Est.	Responsible Party	Funding Source	Notes
12	Refine building and site design requirements for different land uses (e.g., residential, commercial, and industrial.)	✓	✓				Staff Time	Spalding County Community Development Department, Zoning Attorney	General Fund	These revisions will be addressed during the Zoning Code/Amendments.
13	Conduct an evaluation of historic resources for preservation, restoration, and adaptive reuse.		✓				\$80,000	Spalding County Community Development Department	General Fund	Work with Georgia Tech for support
14	Adopt a Historic Preservation Ordinance, making the County eligible to apply to the federal Certified Local Government Program.		✓				Staff Time	Spalding County Community Development Department, Zoning Attorney	General Fund	
15	Pursue Broadband Ready Community Designation with the State of Georgia.		✓				Staff Time	Spalding County Community Development Department, County Manager, County Attorney	General Fund	Assigned to County Attorney Stephanie Windham for Ordinance -
16	Prioritize and implement applicable recommendations from the 2018 Griffin + Spalding Housing Study.						N/A	Spalding County Community Development Department, Griffin Housing Authority, Grants Manager	N/A	Need to examine more current housing information

ID	Action/Implementation Strategy	2026	2027	2028	2029	2030	Cost Est.	Responsible Party	Funding Source	Notes
17	Completed a storm water ordinance in 2023-continue to create standards for conservation to include greenspace, renewable energy, and sustainable infrastructure.	✓	✓				\$20,000	Spalding County Community Development Department, Consultants, Zoning Attorney	General Fund	
18	Pursue PlanFirst designation with the State of Georgia.						N/A	Board of Commissioners, Spalding County Community Development Department	N/A	Not eligible for PlanFirst as of 2024

ID	Action/Implementation Strategy	2026	2027	2028	2029	2030	Cost Est.	Responsible Party	Funding Source	Notes
19	Create a redevelopment plan for Experiment Activity Center.		✓				\$80,000	Spalding County Community Development Department, Grants Manager, Zoning Attorney	LCI Grant Funds; General Fund	
20	Create Overlay Districts to enhance targeted development		✓				Staff Time	Spalding County Community Development Department, Zoning Attorney	General Fund	1. Expand Airport District Overlay 2. Hwy 16 West Overlay - Huckabees 3. Hwy 92 West Overlay
21	Evaluate and update water/sewer connectivity requirements and incentives		✓				Staff Time	Spalding County Community Development Department, Water Authority	General Fund	
22	Partner with UGA Archway Partnership to further study unmet housing needs.		✓	✓			Staff Time	Spalding County Community Development Department, Archway Partnership, Spalding County Board of Commissioners	General Fund	Discuss housing with Board of Commissioners
23	Investigate opportunities to carry out initiatives that support rural neighborhoods, such as promotion of wineries and farmers markets. Support family-owned farms and agricultural-related businesses.	✓	✓	✓	✓		Staff Time	Spalding County Community Development Department, Zoning Attorney, Board of Commissioners	General Fund	Address questions about agricultural uses, event spaces on large tracts of land, estate lot incentives, accessory structure considerations, licensing for home occupation, and alcohol.
24	Explore strategic opportunities for protecting resources. Evaluate code revisions to support conservation goals (e.g., clearing and tree protection standards).		✓	✓	✓		\$20,000	Spalding County Community Development Department, Stormwater Consultant	General Fund	Partnership with Griffin-Spalding Land Bank and Stormwater Consultant
25	Carry out 5-year update to Comprehensive Plan.			✓			\$125,000	Spalding County Community Development Department, Board of Commissioners	General Fund	Blue Cypress completed Comprehensive Plan in 2022
26	Evaluate Author K Bolton overlay	✓					Staff Time	Spalding County Community Development Department and County Manager	General Fund	Will require collaboration with Planning Commission and Board of Commissioners, and the Industrial Development Authority
27	Create a robust workflow that considers all facets of the permitting, licensing, and planning process.	✓					Staff Time	Community Development Director in collaboration with all relevant county departments.	General Fund	
28	Conduct a census of scenic and natural features specific to Spalding County. Create strategies to promote and encounter these spaces.				✓		Staff Time	Spalding County Community Development Department	General Fund	Community Development to develop an inventory
Parks & Recreation										
29	Dundee Lake Park Parking Expansion			✓			217800	Spalding County Parks, Public Grounds & Leisure Services Dept.	100% Impact Fees	75 spaces
30	Fairmont Park Basketball Court (2)	✓					200000	Spalding County Parks, Public Grounds & Leisure Services Dept.	47% Impact Fees; 53% SPLOST &/or Grants	IN-PROGRESS Rehabilitation of outdoor basketball courts. Needs Design
31	Lakes at Green Valley Restroom Building (1)	✓	✓				309730	Spalding County Parks, Public Grounds & Leisure Services Dept.	62.5% Impact Fees; 37.5%	Big Shanty
32	Lakes at Green Valley Park Restroom Building	✓					300000	Spalding County Parks, Public Grounds & Leisure Services Dept.	62.5% Impact Fees; 37.5% SPLOST &/or General Fund	IN-PROGRESS To support disc golf, lake use, passive use NEEDS DESIGN
33	Lakes at Green Valley - Big Shanty Venue Conversion	✓	✓				500000	Spalding County Parks, Public Grounds & Leisure Services Dept.	62.5% Impact Fees; 37.5% SPLOST &/or General Fund	Big Shanty

ID	Action/Implementation Strategy	2026	2027	2028	2029	2030	Cost Est.	Responsible Party	Funding Source	Notes
34	Add exterior courts for exercise and fitness due to growth that is currently eliminating space inside the Senior Center	✓					225000	Spalding County Parks, Public Grounds & Leisure Services Dept.	Impact Fees	IN-PROGRESS Expansion of senior athletic healthy living facilities and courses. 1st phase complete. 2nd phase 2026 includes plans to survey Senior Center members on usage preference.
35	Construct an ADA Accessible playground to accommodate a new service area recently acquired by Spalding County	✓					350000	Spalding Parks and Public Grounds	Impact Fees	IN-PROGRESS New facility and program to Spalding County pervue. NEEDS DESIGN CITY PARK
36	Replace Non-Servicable Playground - Tyus Baseball	✓					200000	Spalding Parks and Public Grounds	Impact Fees	IN-PROGRESS Safety Concern, Non Serviceable based on parts availability and standards upgrade NEEDS DESIGN
37	Replace Non-Servicable 1/4 Mile Rubber Trail Tyus Park		✓				200000	Spalding Parks and Public Grounds	Impact Fees	PO ISSUED Safety Concern, Non Serviceable based on parts availability and standards upgrade
38	Replace Non-Servicable Playground - Tyus All Accessiable	✓	✓				350000	Spalding Parks and Public Grounds	Impact Fees	COMPLETE Safety Concern, Non Serviceable based on parts availability and standards upgrade - In Progress
39	Replace Non-Servicable Rubber Surface - Orchard Hill Upper Playgrounds (2)	☒					200000	Spalding Parks and Public Grounds	Impact Fees	safety Concern, Non Serviceable based on parts availability and standards upgrade
40	Replace Non-Servicable - TOT Lot Sunnyside	✓					200000	Spalding Parks and Public Grounds	Impact Fees	IN-PROGRESS Safety Concern, Non Serviceable based on parts availability and standards upgrade NEEDS DESIGN
41	Neighborhood Splash Pads	✓	✓				2000000	Spalding Parks and Public Grounds	Impact Fees	IN-PROGRESS A design that can be placed in any location picked throughout the county with consideration of City Park - In Progress Preparing to go out to bid
42	Yamacraw Road Park Expansion	✓	✓	✓	✓	✓	2500000	Spalding Parks and Public Grounds	Grants / Outdoor Stewardship Grant/ possible SPLOST	IN-PROGRESS To focus on eco friendly construction that compliments on the closed landfill site. To include ampithetere, walking trails, playgrounds, dog park, practice fields, 2 disc golf courses. Design & 1st Phase in progress
43	Implementation of Parks Master Plan recommendations (capitol and rehab)	✓	✓	✓	✓	✓	10000000	Spalding Parks and Public Grounds	50% Impact Fees 50% Grants/ SPLOST	IN-PROGRESS Parks master plan will be completed in 2025. Recommendations will be made for rehabing existing facilities as well as new projects and facilities. A focus should be on existing facilities. Improvements at AMBUCS and Volunteer in progress
44	Expansion of Water Trail System (Blue Trail)		✓	✓	✓	✓	250000	Spalding Parks and Public Grounds	Outdoor Stewardship Grant	Expansion of Canoe / Kayak Trail to southern county line
45	Replace Non-Servicable Playground - Orchard Hill Back Section		✓				250000	Spalding Parks and Public Grounds	62.5% Impact Fees; 37.5% SPLOST &/or General Fund	Safety Concern, Non Serviceable based on parts availability and standards upgrade
46	Replace Non-Servicable Playgrounds - Thomaston Mill Village Park		✓				500000	Spalding Parks and Public Grounds	62.5% Impact Fees; 37.5% SPLOST &/or General Fund	Safety Concern, Non Serviceable based on parts availability and standards upgrade
47	Replace Non-servicable gym floor at AMBUCS Community Center	✓					300000	Spalding County Parks, Public Grounds & Leisure Services Dept.	Impact Fees	IN-PROGRESS Current floor has dangerous cracks. Additional usage expected with expanded food service and day camps. Currently out to bid
48	Install new all accessible (ADA) play structure at AMBUCS Park	✓					500000	Spalding County Parks, Public Grounds & Leisure Services Dept.	Impact Fees	CONSTRUCTION HAS STARTED Non-servicable structure was removed due to safety issues.
49	Walking Trail - Volunteer Park		✓				300000	Spalding County Parks, Public Grounds & Leisure Services Dept.	Impact Fees	
50	Walking Trail - AMBUCS Park		✓				300000	Spalding County Parks, Public Grounds & Leisure Services Dept.	Impact Fees	
51	Pickleball Courts (4) - Wyomia Tyus Park		✓				300000	Spalding County Parks, Public Grounds & Leisure Services Dept.	Impact Fees	
52	6th Street Park Renovation				✓		150000	Spalding Parks and Public Grounds	Impact Fees	Renovate 6th Street Park pavillion and amenities
53	Dog Park at Yamacraw				✓		200000	Spalding Parks and Public Grounds	Impact Fees	Second dog park location at newly established park to serve residents
54	Six (6) Pickleball Courts				✓		750000	Spalding Parks and Public Grounds	Impact Fees	Additional pickleball courts to meet growing demands
55	Renovate City Park Gym				✓		5000000	Spalding Parks and Public Grounds	Impact Fees	Current gym is suffering from deferred maintenance and needs structural repairs and renovations
56	Construct exterior restrooms at Sunnyside Park		✓				200000	Spalding Parks and Public Grounds	Impact Fees	Current restrooms are in event center which is not always accessible

ID	Action/Implementation Strategy	2026	2027	2028	2029	2030	Cost Est.	Responsible Party	Funding Source	Notes
Public Safety										
57	Expand the Regional Emergency Management Task Force for response to natural disasters, weather events, catastrophic events, or events caused by natural forces.	✓	✓	✓	✓	✓	Staff Time	Spalding County Public Safety Departments	General Fund	Major Weather event January 12, 2023 - moved this Action forward in time Assigned to Chief Glenn Polk - 08/21/2023 Continuation, all components in place.6/2/25 we are on the executive committees for our GEMA Area and Our area Healthcare Coalition (Region F). We are also on the Emergency Management Assistance Team (EMAT) for Ga thru EMAG for deployment assistance.
58	Fire- Training Tower 2/Tower Renovation		✓	✓			\$1,500,000	Spalding County Fire Department	54.05% Impacts Fees/45.95% Fire Tax or	
59	Station 2 Renovation		✓				\$1,214,961	Spalding County Fire Department	26.64% Impact Fees/73.36% Fire Tax or SPLOST	
60	Station 2 Brush Truck (1)		✓				\$157,715	Spalding County Fire Department	100%Impact Fees	
61	Station 8 Engine (1)		✓				\$925,259	Spalding County Fire Department	100%Impact Fees	6/2/25 - This truck has been ordered due to the extreme construction lead time. ordered
62	Station 8 Light Rescue (1)		✓				\$504,687	Spalding County Fire Department	100%Impact Fees	6/2/25 - This truck has been ordered due to the extreme construction lead time.
63	Station 9 Construction (Land Acquisition, Engineerings, design, construction bid,			✓	✓		\$3,436,994	Spalding County Fire Department	38.41% Imapct Fees/61.49%	
64	Tow Vehicle		✓				\$100,000	Spalding County Fire Department	100%Impact Fees	
65	Barricade Truck		✓				\$125,000	Spalding County Fire Department	84% Impact Fees/16% Fire	
66	Detention Facility	✓	✓	✓	✓	✓	TBD	Spalding County Sheriff's Office	23.31% Impact Fees/74.69% General Fund	
67	Training Center	✓	✓	✓	✓	✓	TBD	Spalding County Sheriff's Office	Impact Fees/ General Fund	
68	Communication Tower		✓	✓	✓		\$301,769	Spalding County Sheriff's Office	100% Impact Fees	
69	Warning Siren	✓	✓				\$21,857	Spalding County Sheriff's Office	100% Impact Fees	
Administration										
70	Evaluate and identify additional opportunities to engage residents in County programs, plans, and initiatives.						Staff Time	Spalding County Community Development Department, Board of Commissioners	General Fund	Completed. Community Engagement Specialist position created and filled in 2022.
71	Implementation of Financial Software to replace outdated, non-supported software	✓	✓				\$746,639	Spalding County Administrative Services	General Fund	Assigned to Erica Dye 08/2023
72	Complete gateway branding study.		✓				\$80,000	Spalding County Administrative Services	General Fund	
73	Implement gateway branding recommendations.			✓	✓		\$100,000	Spalding County Administrative Services	General Fund	
74	Achieve Certified Local Government Status	✓					N/A	Spalding County Administrative Services	N/A	pecan orchard and cemetaries
75	Execute recommendations of resident engagement opportunities.	✓	✓	✓			\$10,000	Spalding County Administrative Services	General Fund	
76	SPLOST study	✓					Staff Time	Spalding County Administrative Services	General Fund	
Economic Development										

ID	Action/Implementation Strategy	2026	2027	2028	2029	2030	Cost Est.	Responsible Party	Funding Source	Notes
77	Develop programs with established industry to promote workforce from within current available employee population, especially the emerging young adult population.						Staff Time	Spalding County, County Manager	General Fund	Currently employee a workforce develop coordinator in parks
78	Develop strategies to recruit healthcare options to provide specialty services and treatments.						Staff Time	Spalding County, County Manager	General Fund	Need to document the GME program - work with Tamara Ison
79	Create strategies to fill gaps within the current retail, restaurant, goods, and services sectors of the commercial landscape.						Staff Time	Spalding County, County Manager	General Fund	Community Development needs to complete an inventory of businesses Create GIS layer for the business inventory
80	Create and implement a strategic plan for economic development that attracts employers in technology, healthcare, distribution, manufacturing, and transportation.						\$125,000	Spalding County, Griffin- Spalding Development Authority, Chamber of Commerce, Archway Partnership	General Fund	1. Three Rivers Regional Commission: Comprehensive Economic Development Strategy 2. Industrial Development Authority Executive Director David Luckie support
Code Enforcement										
81	Increase code enforcement efforts.						Staff Time	Spalding County Code Enforcement, County Manager's Office	General Fund	Complete. Two Code Enforcement/Marshals hired in May 2024
Leisure Services										
82	Develop a cultural strategic plan.				✓		Staff Time	Spalding County Community Development Department	General Fund	Assigned to Museum Curator - 08/29/2023
County Facilities										
83	Modernize Elevators		✓					Spalding County Facilities Department	General Fund, SPLOST	elevators in the court house/tag office
84	Renovate for new County Offices	✓	✓					Spalding County Facilities Department	General Fund	This property is at 115 East Solomon and it is currently owned by the county.
85	Voter Registration	✓						Spalding County Facilities Department, Elections	General Fund	
86	4-H	✓	✓					Spalding County Facilities Department	General Fund, SPLOST	
87	Justice Center		✓	✓	✓	✓	180 million	Spalding County Facilities Department	General Fund, SPLOST, Bond	
88	Courthouse Tag Office Renovation	✓	✓					Spalding County Facilities Department	General Fund, SPLOST	
89	Hanleiter Methodist/Veteran Housing and Assistance		✓	✓				Spalding County Facilities Department	Genral Fund, Private Contributions	
90	Library Roof	✓					150,000	Spalding County Facilities Department, Library System	General Fund, Public Partnership	proposed 50% split between library and county
Public Works										
91	Update the Tri-County Crossing Livable Centers Initiative Plan.	✓					\$125,000	Grants Manager	LCI Grant Funds; General Fund	Grant Manager position approved and posted
92	Pursue <i>Safe Routes to School</i> Funding for Moreland Road.		✓				Staff Time	Grants Manager	T-SPLOST; E-SPLOST	Grant Manager position approved and posted

ID	Action/Implementation Strategy	2026	2027	2028	2029	2030	Cost Est.	Responsible Party	Funding Source	Notes
93	Evaluate programs to support property rehabilitation and improvements.			✓			Staff Time	Grants Manager	General Fund; CBDG funds	Grant Manager position approved and posted
94	Road Assessment Study	✓					Staff Time	Spalding County Public Works	General Fund	
95	2026 TSPLOST		✓				Staff Time	Spalding County Community Development Department	General Fund	
96	Conduct a commercial traffic study and implementation program.			✓	✓		TBD as part of CTP update	Spalding County Public Works Department	General Fund	Build from the Freight Cluster Plan - August 2020 Comprehensive Transportation Plan
97	Conduct a regional population analysis related to commuter traffic and workforce information.				✓		\$60,000	Spalding County Public Works Department	General Fund	Engage Three Rivers Regional Commission Planning
98	Create a Complete Streets Program.			✓	✓		TBD as part of CTP update	Spalding County Public Works Department	General Fund	Need inventory of all streets with paving assessment. Need to add this to our asset management list (include resurface date, sealcoat reapplication date, anticipated date of resurface)
99	Conduct an evaluation and feasibility study of County Vehicle Fuel Delivery Systems for possible private / public partnership, securing a compatible, controllable resource for emergency use, develop executable funding resources after study		✓	✓	✓		Staff Time UGA Capstone	Spalding County Public Works Department	General Fund	
100	Develop and execute a Safe Streets plan		✓	✓	✓		Staff Time UGA Capstone	Spalding County Public Works Department	General Fund Safe Schools Grant	
101	Conduct a feasibility study for the creation of a stormwater utility.	✓	✓				TBD	Spalding County Board of Commissioners	TBD	
102	Implement Solid Waste Master Plan	✓					\$80,000	Spalding County Public Works Department	General Fund	
103	Develop and execute a street / road signage replacement program	✓	✓	✓	✓	✓	150,000 Annually	Spalding County Public Works Department	General Fund/ TSPLOST/ SPLOST/ Grants	
104	GIS Asset Inventory Data Collection	✓	✓	✓	✓	✓	150,000 Annually	Spalding County Public Works Department	TSPLOST / General Fund	
105	Freight Cluster Study / To support New Airport	✓	✓				\$250,000	Spalding County Public Works Department	Grants	
106	Implement an Airport Impact / Strategic Response Study.	✓	✓	✓	✓		250000 / Study 15,000,000 / Implementation	Spalding County Public Works Department	General Fund /Grants	
107	Purchase of a Gradeall (for storm and debris removal)			✓			\$625,000	Spalding County Public Works Department	General Fund	To provide a second means of storm and debris removal in emergencies
108	Vehicles and Equipment Replacement and New Public Works	✓	✓	✓	✓	✓	500,000 annually	Spalding County Public Works Department	General Fund /Grants	
Storm Water										
109	Secure Storm Water Utility Legislation	✓	✓	✓	✓	✓	Staff Time	Spalding County Public Works Department	General Fund	A mechanism to collect fees for stormwater is imperative
110	Storm Water Supervisor		✓	✓	✓	✓	90,000 Annually (with benefits)	Spalding County Public Works Department	General Fund	A supervisor to oversee the division
111	Storm Water Vehicles and Equipment	✓	✓	✓	✓	✓	\$2,500,000	Spalding County Public Works Department	General Fund	A mechanism to support needed capital vehicle and equipment needs as the utility develops

ID	Action/Implementation Strategy	2026	2027	2028	2029	2030	Cost Est.	Responsible Party	Funding Source	Notes
112	County Fuel Station (Pumps, tanks and location, not an actual station)			✓			1.5 million	Garage / PW	General Fund/ SPLOST / POSSIBLE PRIVATE PARTNERSHIP	Current fuel pumps are over 60 years old. EPD issues are forth coming. The major benefit is an emergency fuel supply and 24 hr access even in emertgencies. The emergency supply would be used by first responders.

**A RESOLUTION AUTHORIZING THE TRANSMITTAL OF A DRAFT
CAPITAL IMPROVEMENTS ELEMENT ANNUAL UPDATE REPORT
FOR FISCAL YEAR 2025 TO THE THREE RIVERS REGIONAL
COMMISSION FOR REGIONAL AND STATE REVIEW**

WHEREAS: with the passage of the Georgia Planning Act of 1989, all of Georgia's 159 counties and 535 cities were designated "Qualified Local Governments." Each of these local governments must maintain that status in order to remain eligible for a range of state and federal assistance programs; and

WHEREAS: this act requires local governments such as Spalding County, that adopt impact fees as a means of providing capital facilities funding, to update the Capital Improvements Element (CIE) and Community Work Program (CWP) Elements of the Comprehensive Plan; and

WHEREAS: the annual update of the Capital Improvements Element and Community Work Program was prepared in accordance with the Development Impact Fee Compliance Requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and a Public Hearing was held on August 03, 2026, at the Spalding County Annex, Room 108, 119 E Solomon Street, Griffin GA, 30223.

NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of Spalding County herewith submit the annual update of the Capital Improvements Element covering the five-year period FY 26 - FY 30 to the Three Rivers Regional Commission for review, as per the requirements of the Georgia Planning Act of 1989.

Chairman Clay Davis

Dr. Steve Ledbetter, County Clerk

Discuss Resolution to Adopt a Moratorium on the Acceptance of Rezoning and Special Exception Application in Spalding County.

Requesting Agency

Spalding County Board of Commissioners

In Compliance with the following Ordinance

Zoning Attorney Newton Galloway is requesting the Board of Commissioners adopt a moratorium for all development projects that require a rezoning or special exception.

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:

[Resolution to Adopt a Moratorium on the Acceptance of Rezoning and Special Exception Applications in Spalding County.pdf](#)

RESOLUTION 2026-RES-_____

**RESOLUTION TO ADOPT A
MORATORIUM ON THE ACCEPTANCE OF REZONING AND
SPECIAL EXCEPTION APPLICATIONS IN SPALDING COUNTY**

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

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

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

WHEREAS, the Board of Commissioners of Spalding County, Georgia is also empowered with the authority and obligation to develop and prepare comprehensive land use planning within the boundaries of Spalding County, Georgia, and has adopted a comprehensive land use plan and future land use map for such development;

WHEREAS, the Board of Commissioners of Spalding County, Georgia has determined that recent personnel changes and resignations within the Community Development Department have created a significantly increased workload for the remaining personnel;

WHEREAS, the Board of Commissioners of Spalding County, Georgia has recognized that a significant increase in development related applications has occurred, particularly related to development located along the Arthur K. Bolton Parkway and within the Employment Character area identified in the Spalding County Comprehensive Plan which has further strained the resources available to properly handle such requests; and

WHEREAS, the Board of Commissioners of Spalding County notes that numerous amendments and modifications to the UDO were proposed during 2025 and 2026, which are in various stages of adoption and codification such that citizens of Spalding County and others persons interested in the developments have expressed confusion regarding the adopted ordinances that govern development in Spalding County;

WHEREAS, the Board of Commissioners of Spalding County, Georgia desires to briefly control the filing and acceptance of new applications for rezoning and special exceptions until such

time as the Board of Commissioners of Spalding County, Georgia can appropriately address the concerns raised herein;

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

Section 1: *Property Subject to this Moratorium.* This Moratorium shall apply to any and all real property located in unincorporated Spalding County, Georgia.

Section 2: *Enactment of a Moratorium on Receipt of Rezoning Applications.* The Board of Commissioners of Spalding County, Georgia hereby enacts and directs any and all applicable personnel and agencies of Spalding County, Georgia to enforce a moratorium on receipt and acceptance for filing any application seeking the rezoning of property located in Spalding County, Georgia.

Section 3: *Enactment of a Moratorium on Receipt of Special Exception Applications.* The Board of Commissioners of Spalding County, Georgia hereby enacts and directs any and all applicable personnel and agencies of Spalding County, Georgia to enforce a moratorium on receipt and acceptance for filing any application seeking approval for any special exception land use for the development of property located in Spalding County, Georgia.

Section 4: *Duration.* This Moratorium shall commence on Friday, July 24, 2026 at 12:00 a.m. and shall continue until Monday, November 30, 2026 at 11:59 p.m., unless terminated earlier by the Board of Commissioners of Spalding County, Georgia.

Section 5: *Impact on Other Development Ordinances and Pending Applications.* The provisions of this resolution shall not restrict or prohibit development of any real property in Spalding County, Georgia for which an application for rezoning or approval of a special exception was filed on or before the date and time of the commencement of this moratorium.

Approved: July 23, 2026

HON. CLAIBORNE (CLAY) W. DAVIS, III
Chairman, Board of Commissioners of Spalding
County, Georgia

ATTEST:

STEVE LEDBETTER, PhD
County Manager and Clerk of the Board of Commissioners
of Spalding County, Georgia



**Discuss Changes to and possible approval of Childress & Justice, LLC
Contract for Indigent Defense for Juveniles. Nunc Pro Tunc**

Requesting Agency

Spalding County Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:

[Juvenile Indigent Defense Childress_Contract_Revised.docx](#)

STATE OF GEORGIA
COUNTY OF SPALDING

CONTRACT
FOR THE PROVISION OF INDIGENT REPRESENTATION FOR JUVENILE
DEPENDENCY ACTIONS IN THE JUVENILE COURT OF SPALDING COUNTY

THIS AGREEMENT is entered into between Spalding County, Georgia (hereinafter referred to as "the County"), and CHILDRESS & JUSTICE, LLC (hereinafter referred to as the "Contractor").

For and in consideration of the mutual benefits flowing to the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

PART I.

GENERAL CONSIDERATIONS

(Pursuant to Excerpt 2.7 - "Guidelines of the Supreme Court for the Operation of Indigent Defense Programs").

TERMINATION OF CONTRACT

This contract is calculated based upon an initial term of two (2) years, beginning July 1, 2026, and ending June 30, 2028, and shall automatically renew for successive one (1) year terms thereafter (each ending June 30th), unless either party gives ninety (90) days' written notice of its intent not to renew before the expiration of the then-current term.

Either party may terminate this Contract for any reason or no reason with 30 days' written notice to the other party. However, no termination of this Contract by either party shall result in any clients being unrepresented.

INDEMNIFICATION PROVISION

Contractor covenants and agrees to take and assume all responsibility for the work as defined herein (hereafter "Work") rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless Spalding County, Georgia, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "Local Government Parties") from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses, and liability of any kind whatsoever, including, but not limited to, attorneys' fees and costs of defense (hereinafter "Liabilities") which may be the result of willful, negligent, or tortious conduct arising out of the Work, performance of

contracted services, or operations by the contractor or its subcontractors or anyone for whose acts the contractor or its subcontractors may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnification obligation does not include liabilities caused by or resulting from the sole negligence of Spalding County, Georgia, or the Local Government Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against Spalding County, Georgia, or the Local Government Parties by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by the contractor or its subcontractors or anyone for whose acts the contractor or its subcontractors may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold harmless Spalding County, Georgia, and the Local Government parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of the Agreement.

SPECIAL CONSIDERATIONS REGARDING THE AVOIDANCE OF CONFLICTS OF INTEREST BETWEEN CONTRACTOR AND CLIENTS

Contractor shall not waive the rights of any client for reasons unrelated to the client's best interest; and Contractor shall not be financially penalized for withdrawing from a case which poses a conflict of interest to the attorney, provided Contractor shall engage qualified counsel for the client when a conflict of interest exists or arises. However, before representation of a client, Contractor shall identify whether a conflict of interest is present and, if so, shall make provisions for representation that shall cure the conflict and be in the best interest of the client.

SERVICES TO BE PROVIDED

In providing services under the contract, if an individual is deemed indigent as defined by Georgia law because of his/her financial condition, then legal services will be provided under this contract. In determining indigent status, the administrative secretary responsible for all indigent applications will conduct a background check on all applicants to confirm and verify the accuracy and truthfulness of the information provided. Thereafter, using the State of Georgia Indigent Guidelines, the Law Firm will determine whether the applicant qualifies for indigent representation. Within 48 hours after applying, the person will be notified of his/her status, i.e., whether he/she qualifies.

If the indigent qualifies, he/she will immediately be informed of the need to schedule an appointment to discuss his/her case with the attorney handling his/her case. If the applicant does not qualify, the Contractor will assist the person in locating "hired counsel" by supplying the names, address, and telephone number of at least three Griffin attorneys who presently practice juvenile law.

PART II.

REMUNERATION AND OTHER REMAINING CONTRACT TERMS

DEPENDENCY ACTIONS IN THE JUVENILE COURT OF

SPALDING COUNTY, GEORGIA

Contractor shall provide for indigent defense regarding dependency actions pending in the Juvenile Court of Spalding County. A Dependency Action is defined as any action wherein the State of Georgia, through the Department of Family and Children Services, brings legal action in Juvenile Court by the filing of a dependency action alleging the dependency of children. Services shall not include representation of any individual not the parent or legal guardian of the subject child ("parent" shall be defined as an individual who has legitimated the subject child, is the putative biological father of the subject child, or is named as a parent upon the child's birth certificate). Contractor is expected to provide comprehensive representation across all phases of dependency proceedings, from initial detention or shelter care hearings through adjudication, disposition, review, permanency planning, and post-disposition proceedings, ensuring continuity of representation and protection of due process rights. Contractor shall also provide for indigent defense in appeals from a Dependency Action, when the Juvenile Court orders such representation.

BASE COMPENSATION

Contractor shall receive as remuneration for services rendered the amount of \$420,000.00 annually. Paid in monthly payments of \$35,000.00, for the fiscal year beginning on July 1, 2026, and continuing thereafter as provided in Part I of this contract.

HOW PAYMENT OF COMPENSATION SHALL BE MADE

The County agrees to pay to the Contractor for the Base Compensation described herein during the first year, and any renewal year thereafter, beginning July 1, 2026, in twelve (12) equal monthly installments, annually. Payment by the County shall be in advance, provided the invoice from the Contractor is received by the County no later than the twenty-fifth (25th) of the month previous to the month to be paid, and, if received by that date, the County shall pay same by the fifth (5th) day of the current month. That is to say, as an example, an invoice for January must be received by the County no later than December 25th, and it will be paid by the County no later than January 5th.

ADDITIONAL FEES

In addition to the Base Compensation above, the County agrees to pay Contractor the following additional fees, each due within thirty (30) days of the County's receipt of Contractor's invoice:

- Specially Set Calendar Days: \$5,000.00 to provide administrative and legal indigent services for each specially set calendar day that exceeds five (5) calendared court days per month.
- Guardian ad Litem Conflicts: \$3,000.00 to provide an express interest attorney in the event a conflict arises with a dual-appointed Guardian ad Litem.
- Caseload Overage: \$5,000.00 per indigent defense appointment that exceeds one hundred (100) indigent defense appointments each year.
- Termination of Parental Rights: \$5,000.00 per indigent defense appointment for Termination of Parental Rights proceedings, where the Juvenile Court orders such proceedings.
- Appeals: \$10,000.00 per appeal.
- Contractor shall not be responsible for the appointment or payment of Guardians ad Litem.

CONFLICT CASES

In the event of a "conflict of interest" situation wherein it is necessary to retain outside counsel to represent an individual, Contractor shall provide for such legal representation by retaining competent outside local counsel to serve.

APPLICATIONS FOR JUVENILE DEPENDENCIES

It shall be the responsibility of the Contractor to review all submitted applications for Juvenile Court Dependency matters. All applications will be completed and accepted at the Contractor's place of business located in Griffin, Georgia. The Contractor will investigate the applications, and the Contractor's designated agent will decide whether the applicant qualifies as "indigent" pursuant to the appropriate State Guidelines. The Contractor will then notify the applicant of whether their application was "approved" or "denied."

INDEPENDENT CONTRACTOR

Nothing herein shall be construed to make the Contractor, nor any member or employee thereof, an "employee" of Spalding County. The only relationship created by this contract shall be that of independent contractor; provided, however, all attorneys appearing on behalf of the Law Firm shall be officers of the Court. All parties to this contract will comply fully with all Federal, State, and local laws and regulations.

INSURANCE

Contractor agrees to provide its own professional liability insurance (malpractice insurance) with an insurance company licensed to do business in the State of Georgia. Said policy shall provide a minimum professional liability coverage of \$2,000,000.00 per claim. In addition, Contractor maintains in effect workers' compensation insurance/coverage in addition to General Liability insurance/coverage in the amount of \$1,000,000.00 per occurrence or a combined single limit of \$2,000,000.00.

SEVERABILITY

If for any reason any paragraph herein is deemed inapplicable, invalid, or unconstitutional, the remaining portions hereof shall remain in full force and effect. However, in the event this Contract is deemed unconstitutional, unenforceable, or illegal for any reason or purpose by any Court of competent jurisdiction, then in that event, this Contract shall be deemed terminated, instantaneously, and each party shall be relieved of its terms and conditions and duty to perform hereunder.

DATA-DRIVEN CASELOAD AND ACTIVITY REPORTING

Intent. County seeks data-driven insight into Contractor activity to support transparency, accountability, workload management, and system planning. Contractor agrees to provide quarterly summary reporting of Contractor activity and performance metrics in accordance with this Section.

Required Activity Metrics. Contractor shall provide a Performance Dashboard updated at least quarterly and containing the following summary information:

- A. Number of cases assigned during the reporting period;
- B. Case types (Dependency Proceedings, including Termination of Parental Rights proceedings);
- C. Number of active cases and number of closed cases as of the end of the reporting period;
- D. Average case duration for cases closed during the reporting period;
- E. Total number of hearings attended during the reporting period;
- F. Average number of hearings attended per case; and
- G. Permanency or disposition outcomes for cases closed during the reporting period, where applicable.

Tracking Systems and Data Quality. Contractor shall maintain accurate records of all Case Assignments and Services using a reliable tracking system. Contractor shall ensure that all data reported in the Performance Dashboard is complete, accurate, and consistent with case records and court filings.

Confidentiality and Aggregation. All Performance Dashboard reports shall present data in aggregated, de-identified form and shall not disclose Confidential Information, case-specific details, or information that would enable identification of individual children or families.

QUALITY AND PROFESSIONAL PERFORMANCE REPORTING

Intent. County and the Juvenile Court require objective measures of professional quality, reliability, and consistency to ensure that Indigent Defense services support timely case resolution, informed judicial decision-making, and the Best Interests of the Child.

Required Performance Indicators and Metrics. Contractor shall monitor, measure, and ensure compliance with the following performance standards and shall describe Contractor's methodology for tracking each metric:

- **Timeliness and Responsiveness.** Contractor shall track and report: (1) average time between Case Assignment and initial client contact; and (2) responsiveness to court directives, inquiries, and scheduling changes.
- **Court Participation and Engagement.** Contractor shall track and report: (1) attendance rate at scheduled hearings; and (2) frequency of communication with the Court, DFCS, or Guardian ad Litem coordinators.
- **Professional Development and Compliance.** Contractor shall track and report: (1) completion of required annual training and continuing education; and (2) participation in supplemental training related to Trauma-Informed Practice or child welfare.
- **Caseload Management.** Contractor shall track and report: (1) average caseload per reporting period; (2) identification of caseload thresholds to prevent overload; and (3) use of reassignment or case-balancing mechanisms, if applicable.

Performance Reporting Format and Use. Performance metrics shall be summarized in a structured performance report or Performance Dashboard, provided: (A) on at least an annual basis; and (B) upon reasonable request by the County or Juvenile Court. The County and the Court may use these reports for: (1) program evaluation; (2) identification of training needs; (3) planning for workload distribution; and (4) informing renewal, continued participation, or removal. All performance reporting shall respect confidentiality requirements and judicial authority.

Corrective Action and Continuous Improvement. If performance metrics indicate deficiencies in timeliness, court participation, work product quality, or caseload management, County may require Contractor to: (A) submit a written corrective action plan within thirty (30) days of notice; (B) participate

in additional training or consultation as reasonably necessary; or (C) reduce caseload or decline new Case Assignments until performance standards are met.

Failure to meet performance standards or implement corrective action may result in termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, under seal, by their duly authorized officers this _____ day of _____, 2026.

SPALDING COUNTY, GEORGIA

CHILDRESS & JUSTICE, LLC

Clay W. Davis, Chairman
Spalding County Board of Commissioners

By: _____

Its: _____

Attest: _____
Steve Ledbetter, PhD
Spalding County Clerk



BOARD OF COMMISSIONERS - WORK SESSION

Discuss Resolution and Referendum for Marshal's Office.

of Commissioners

Requesting Agency
Spalding County Board

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:

[Ordinance Draft County Marshal \(Rev 7-31-26\).pdf](#)

[RESOLUTION CALLING FOR ELECTION - Rev. 7-31-26.pdf](#)

SPALDING COUNTY, GEORGIA
COUNTY MARSHAL ORDINANCE
ORDINANCE NO. 202___-ORD-_____

A RESOLUTION AMENDING THE CODE OF ORDINANCES OF SPALDING COUNTY, GEORGIA, AT DIVISION I – LAWS OF LOCAL APPLICATION, PART VI – COUNTY OFFICES, ADDING CHAPTER 2 – COUNTY MARSHAL; REPEALING CONFLICTING ORDINANCES AND PARTS THEREOF; RESTATING THE CODE AS MODIFIED BY THIS ORDINANCE; AND FOR OTHER PURPOSES.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS FOR SPALDING COUNTY, GEORGIA, AND IT IS ESTABLISHED AS FOLLOWS:

DIVISION I – LAWS OF LOCAL APPLICATION, PART VI – COUNTY OFFICES, CHAPTER 2 – COUNTY MARSHAL

Sec. 6.20 - Position created.

There is hereby created, pursuant to O.C.G.A. title 35, ch. 8 (O.C.G.A. § 36-8-1 et seq.), the position of county marshal.

Sec. 6.21. - Responsibility.

The county marshal is responsible for enforcing all county ordinances, including zoning ordinances, environmental ordinances and business license ordinances. He will further perform such other administrative and enforcement duties as may be assigned. An employee of this class will be responsible for the enforcement of the laws and ordinances of the county, including but not limited to the zoning, environmental and business license laws through the citation of violators. Work also involves patrol of the county. Work is performed under the supervision of the county manager or his designee. Work assignments are normally of a verbal nature and usually arise out of complaints from citizens or actual observation of violations. An employee of this class must exercise tact and courtesy in dealing with the public.

State Law reference— Powers of county police generally, O.C.G.A. § 36-8-5.

Sec. 6.22. - Powers; duties.

The powers and duties of the county marshal shall be as provided in the position description approved by the county manager and included in the county uniform personnel management system.

State Law reference— Promulgation of rules and regulations for conduct, management and control of county police, O.C.G.A. § 36-8-7.

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SPALDING COUNTY, GEORGIA AUTHORIZING THE CREATION OF A COUNTY POLICE FORCE AS AUTHORIZED BY ARTICLE 1 OF CHAPTER 8 OF TITLE 36 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED; REQUESTING THE BOARD OF ELECTIONS OF SPALDING COUNTY TO CALL AN ELECTION OF THE VOTERS OF SPALDING TO APPROVE THE CREATION OF A COUNTY POLICE FORCE (TO BE KNOWN AS THE OFFICE OF THE COUNTY MARSHAL); APPROVING THE FORM OF BALLOT TO BE USED IN SUCH ELECTION; AND FOR OTHER PURPOSES

WHEREAS, Section 36-8-1 *et seq.* of the Official Code of Georgia Annotated, as amended (the “*Act*”), authorizes the appointment of County Police; and

WHEREAS, the Board has determined that it is in the best interest of the citizens of the County that a county police force to be known as the Office of the County Marshal be created;

NOW, THEREFORE, BE IT RESOLVED by the Board, and it is hereby resolved by authority of the same as follows:

Section 1. Call for Election. There is hereby called an election to be held in all the voting precincts in the County on the _____ day of _____, 202__, for the purpose of submitting to the qualified voters of the County the question set forth in Section 2 below.

Section 2. Form of Ballot. The ballots to be used in such election should have written or printed thereon substantially the following:

/__/	YES	Shall the resolution or ordinance adopted by the Board of Commissioners of Spalding County to create a
/__/	NO	county police force be approved?

Section 3. Manner of Election. The date of such election shall be _____, 202__ and is hereby set for and the polls of each election district of the County shall be open at 7:00 a.m. and close at 7:00 p.m., and the election shall be held by the same persons and under and in accordance with the election laws of the State of Georgia, and the returns of such election shall be made to the Board of Commissioners of Spalding County and the Board of Elections and Voter Registration of Spalding County (the “*Board of Elections*”), which shall count the votes, consolidate the returns, and declare the result of such election in the manner required by law.

Section 4. Publication of Notice of Election. The Board of Elections is hereby authorized and requested to publish the call of such election no less than 90 days prior to the day of the election, and to publish notice of such election as required by law in the newspaper in which Sheriff’s advertisements for the County are published once a week for two weeks commencing the week of _____, 202__ in substantially the form attached hereto as **Exhibit “A.”** Prior to the date of the election authorized herein,

there shall be appointed proper Election Managers and Clerks to supervise and hold such election.

Section 5. Notice to Board of Elections. The Clerk of the Board of Commissioners of the County is hereby authorized and directed to deliver a copy of this resolution to the Board of Elections, with a request that the Board of Elections join in this call of the election.

Section 6. Effective Date. This resolution shall be effective upon its approval on second reading by the Board of Commissioners of Spalding County, Georgia.

This _____ day of _____, 202____.

SPALDING COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners
of Spalding County, Georgia

By: _____
Ex Officio Clerk, Board of
Commissioners of Spalding
County, Georgia

(SEAL)

EXHIBIT A

NOTICE OF ELECTION

TO THE QUALIFIED VOTERS OF SPALDING COUNTY, GEORGIA:

NOTICE IS HEREBY GIVEN that on the _____ day of _____, 202____, an election will be held at the regular polling places in all the election districts of Spalding County, Georgia, at which time there will be submitted to the qualified voters of the special district consisting of Spalding County for their determination the question of whether a county policy force should be created.

The ballots to be used at such election shall have written or printed thereon substantially the following:

/__/	YES	Shall the resolution or ordinance adopted by the Board of Commissioners of Spalding County to create a
/__/	NO	county police force be approved?

The several places for holding said election shall be at the regular and established voting precincts of the election districts of Spalding County, Georgia, and the polls will be open from 7:00 a.m. to 7:00 p.m. on the date fixed for the election.

Those residents of Spalding County qualified to vote at such election shall be determined in all respects in accordance with the election laws of the State of Georgia.

This notice is given pursuant to a resolution of the Board of Commissioners of Spalding County and an order of the Board of Elections and Voter Registration of Spalding County.

Chairman, Board of Commissioners
of Spalding County

Chairman, Board of Elections and Voter
Registration of Spalding County

CLERK'S CERTIFICATE

I, the undersigned Clerk of the Board of Commissioners of Spalding County, DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the Board of Commissioners of Spalding County, Georgia on _____, 202____, at a meeting which was duly called and assembled and open to the public and at which a quorum was present and acting throughout, which resolution has not been modified, repealed, revoked or rescinded as of the date hereof.

This _____ of _____, 202____.

Ex Officio Clerk, Board of Commissioners of
Spalding County, Georgia

(SEAL)



Discuss Southern Natural Gas Rights of Way Easement at Dundee Lake Road.

Requesting Agency

Spalding County Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:

[Southern Natural Gas Righth Of Way Easement-Unsigned.pdf](#)

Line Name: Riverdale Loop Line
 Line No: 5106-4L1
 ROW No:
 AFE No: 240330
 Tract No: GA-SP-0039.00000

This Instrument prepared by and after
 recording return to:
 Attn: Michael Ray
 Southern Natural Gas Company, L.L.C.
 Land & Right of Way Department
 569 Brookwood Village, Suite 600
 Birmingham, Alabama 35209

STATE OF GEORGIA)

SPALDING COUNTY)

Tax ID No: 245 01006

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT **SPALDING COUNTY, GEORGIA**, a political subdivision of the State of Georgia, whose address is P.O. Box 1087, Griffin, Georgia 30224 (hereinafter "GRANTOR", whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby grant, sell, warrant, convey, transfer and confirm effective as of _____, 202_ (the "Effective Date"), unto **SOUTHERN NATURAL GAS COMPANY, L.L.C.**, a Delaware limited liability company ("GRANTEE"), whose address is 569 Brookwood Village, Suite 600, Birmingham, Alabama 35209, its successors and assigns, the following permanent and temporary workspace easements, as applicable (collectively, the "Easements" and individually, an "Easement") for the purpose, presently and at such other times in the future as GRANTEE may elect, to survey, construct, reconstruct, install, maintain, operate, inspect, repair, replace, change the size of, protect, preserve, relocate, alter, remove and retire in place one or more pipelines for the purpose of transporting natural gas, oil, gas, crude, condensate and any other substances that can be transported by pipeline and all related above and below ground appliances, appurtenances, fixtures and equipment deemed by GRANTEE to be necessary or desirable in connection with such pipelines, including, but not limited to, cathodic protection, power line drops, power sources, meters, fittings, tie-overs, risers, valves, launchers, receivers and related piping (collectively, the "Pipelines" and individually, a "Pipeline"), in, on, over, under, across, upon and through the following described property situated in the County of Spalding, State of Georgia, to wit:

SEE EXHIBIT "A" TO THIS RIGHT OF WAY EASEMENT, WHICH IS APPENDED
HERETO AND INCORPORATED HEREIN, FOR PROPERTY DESCRIPTION

If during construction GRANTEE determines that the location of the Easements shown on Exhibit "B" to this Right of Way Easement, which is appended hereto and incorporated herein, requires a material change of location, GRANTEE will seek GRANTOR's consent to modify the location of the Easements, and such consent shall not be unreasonably withheld.

The fifty (50) foot wide permanent right of way Easement hereby granted shall be a permanent right of way Easement located and to be situated twenty-five (25) feet from each side of the centerline of the first Pipeline hereafter installed and constructed by GRANTEE. The portion of this fifty (50) foot wide permanent right of way Easement that lies within the boundaries of the property described herein is described and generally depicted as the "NEW PERMANENT RIGHT OF WAY" on Exhibit "B" to this Right of Way Easement, which is appended hereto and incorporated herein.

GRANTOR does further grant, sell, warrant, convey, transfer and confirm unto GRANTEE an easement to use as temporary workspace during the construction or replacement of its Pipelines the portion of the Property depicted as such on Exhibit "B" (the "TEMPORARY WORKSPACE"). The temporary workspace areas include area necessary for any Pipeline dewatering that may not be depicted on Exhibit "B". Upon completion of GRANTEE's construction or replacement project and restoration of said Temporary Workspace, the Temporary Workspace shall revert back to GRANTOR, and the grant of the Temporary Workspace easements made herein shall terminate.

This grant shall include, without limitation, the perpetual right of GRANTEE, at all times, to have the right of ingress and egress over, across and through the Easement areas and the adjacent and contiguous properties of GRANTOR by reasonable means, including the use of private roads and any other routes of access of GRANTOR, whether presently existing or hereafter constructed and maintained, in order that GRANTEE may access the Easements or otherwise exercise the rights granted by this Right of Way Easement.

GRANTOR represents and warrants that GRANTOR is the lawful owner in fee simple of the land on which the Easements are located and that GRANTOR has a good right to grant the rights and privileges aforesaid, subject only to outstanding mortgages, deeds to secure debt, or deeds of trust, if any, now of record in the county in which said land is situated, and in the event of default by GRANTOR, GRANTEE shall have the right to discharge or redeem for GRANTOR, in whole or in part, any mortgage, deed to secure debt, deed of trust, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto. GRANTOR further warrants that it has good and merchantable title to the property described herein and agrees to defend GRANTEE from all claims to the contrary. GRANTOR further agrees to defend, indemnify and hold harmless GRANTEE, its successors and assigns, from and against any and all claims disputing GRANTOR's legal right to convey the Easements to GRANTEE.

GRANTEE, its successors and assigns, is hereby expressly given and granted the right to lease, sell, assign, transfer or convey to others the Easements, including the full rights and privileges hereby granted.

GRANTEE agrees that the Pipelines will be constructed to meet or exceed the US Department of Transportation's depth of cover requirements for the type of pipeline facilities being installed. GRANTOR shall not reduce the cover over the pipelines at any time, increase or decrease the elevation of the earth within the Easement, or allow the reduction of such cover by any third party without GRANTEE's prior written consent, which consent shall not be unreasonably withheld.

GRANTOR, for itself and its heirs, personal representatives, successors and assigns, reserves all oil, gas and other minerals on and under the area of the Easements and the right to cultivate, farm, graze and otherwise fully use and enjoy said lands; provided, however, that GRANTOR, its heirs, personal representatives, successors and assigns, shall not hinder, conflict or interfere with GRANTEE's surface or subsurface rights hereunder, in any way disturb GRANTEE's Pipeline facilities or otherwise interfere with the enjoyment or use of the rights, Easements and estates granted hereby. GRANTOR shall not plant trees, including trees considered as a growing crop, on the area of the Easements. GRANTOR shall neither construct, nor permit to be constructed, any houses, buildings, roads, dams, levees, lakes, reservoirs, ponds, structures, fixtures or any similar or dissimilar obstructions on or over the area of the Easements, or any part thereof, without the prior written consent of GRANTEE. GRANTEE shall have the right hereafter (without liability for any damages to GRANTOR, its successors or assigns) to cut, mow and use appropriate herbicides to keep clear all trees, brush, undergrowth, plantings, invasive plants and noxious weeds, and to remove any other improvements and natural or man-made obstructions that may injure, endanger or interfere with the construction, maintenance or use of the Pipelines or otherwise interfere with GRANTEE's exercise of the rights granted by this Right of Way Easement. After the Pipeline is initially constructed, in the event GRANTOR constructs or allows any man-made obstruction within the area of the Easements or interfering with the Easements, GRANTEE may remove such obstruction. GRANTOR expressly agrees to pay GRANTEE the cost of such removal upon receipt of an invoice from GRANTEE for said costs. GRANTOR shall pay the invoice within thirty (30) days from the date of the invoice.

In addition to the consideration paid for the Easements, GRANTEE agrees to pay GRANTOR for any and all actual physical damages, including, but not limited to growing crops, pasture and fences that arise from GRANTEE's acts or omissions in the use of GRANTEE's ongoing operation activities on the Easements. GRANTEE shall have the right (without liability for any damages to GRANTOR, its successors or assigns) at any time and from time to time after the initial construction of the Pipelines to re-clear the area of the permanent Easement by removing trees, brush and any other obstructions that may interfere with GRANTEE's use of said Easement or the exercise of its rights granted herein.

No delay of GRANTEE in the use or enjoyment of any right or Easement hereby granted or in constructing or installing any additional Pipelines in or along the area of said Easement shall result in loss, limitation or abandonment of any of the right, title, interest, Easement or estate granted herein.

After the completion and installation of the Pipelines, GRANTEE shall have the right to mark the location of its Pipelines with permanent above-ground markers in accordance with any applicable federal or state law, rules, regulations or administrative or judicial orders.

This Right of Way Easement may be signed in counterparts, and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, personal representatives, successors and assigns. Similarly, electronic signatures shall be deemed as an original signature by the enforcing party.

This Right of Way Easement shall be interpreted in accordance with the laws of, and enforced in, the State of Georgia. If the area of the Easements is located in more than one county, venue shall be in the county where the majority of the area of the Easements is geographically situated.

The Easements shall be deemed abandoned and terminate only following the receipt of a final non-appealable abandonment order (an "Abandonment Order") issued by the Federal Energy Regulatory Commission, or its successor agency, for GRANTEE to abandon the Pipeline facilities. Upon the issuance of an Abandonment Order and the completion of activities necessary to effectuate the abandonment authority granted in the Abandonment Order, (i) the Easements will terminate, (ii) GRANTEE shall have no further rights in the Easements, and (iii) all personal property located on the area of the Easements shall revert back to GRANTOR or GRANTOR's heirs, personal representatives, successors and assigns. When those conditions are satisfied, GRANTEE shall record a release of this Right of Way Easement upon the written request from GRANTOR, or GRANTOR's heirs, personal representatives, successors or assigns.

The Internal Revenue Code provides that a GRANTEE of real property interest must withhold tax if the GRANTOR is a foreign person. Therefore, GRANTOR hereby certifies under oath and subject to the penalties of perjury that GRANTOR is not a foreign person, foreign corporation, foreign trust or foreign estate, for the purposes of Internal Revenue Code compliance.

The terms and provisions hereof shall inure to the benefit of and be binding upon GRANTOR and GRANTEE and their respective heirs, personal representatives, successors and assigns.

This Right of Way Easement covers all the agreements and stipulations between GRANTOR and GRANTEE, and no representations or statements, verbal or written, have been made modifying, adding to or changing the terms or consideration for this Right of Way Easement. This Right of Way Easement, including the attachments and exhibits hereto, embodies the entire agreement between the parties regarding the subject matter hereof. There are no promises, terms, conditions or obligations other than those contained herein, and this Right of Way Easement supersedes all previous communications, representations or agreements, whether oral or written, between the parties.

[Signatures appear on following page]

EXHIBIT A**GA-SP-0039.00000****PROPERTY DESCRIPTION**

That certain tract of land containing 183.17 acres, more or less, situated in Land Lots 164, 165 and 188 of the Third Land District of Spalding County, Georgia, being more particularly described in Exhibit A of that certain Limited Warranty Deed dated April 8, 2005, recorded in Volume 2667, at Page 204, of the Deed Records of Spalding County, Georgia, and being depicted on that Plat of Survey prepared by S. L. Colwell & Assoc., Inc., dated March 28, 2005, and recorded in Volume 25, at Page 13, of the Plat Records of Spalding County, Georgia.

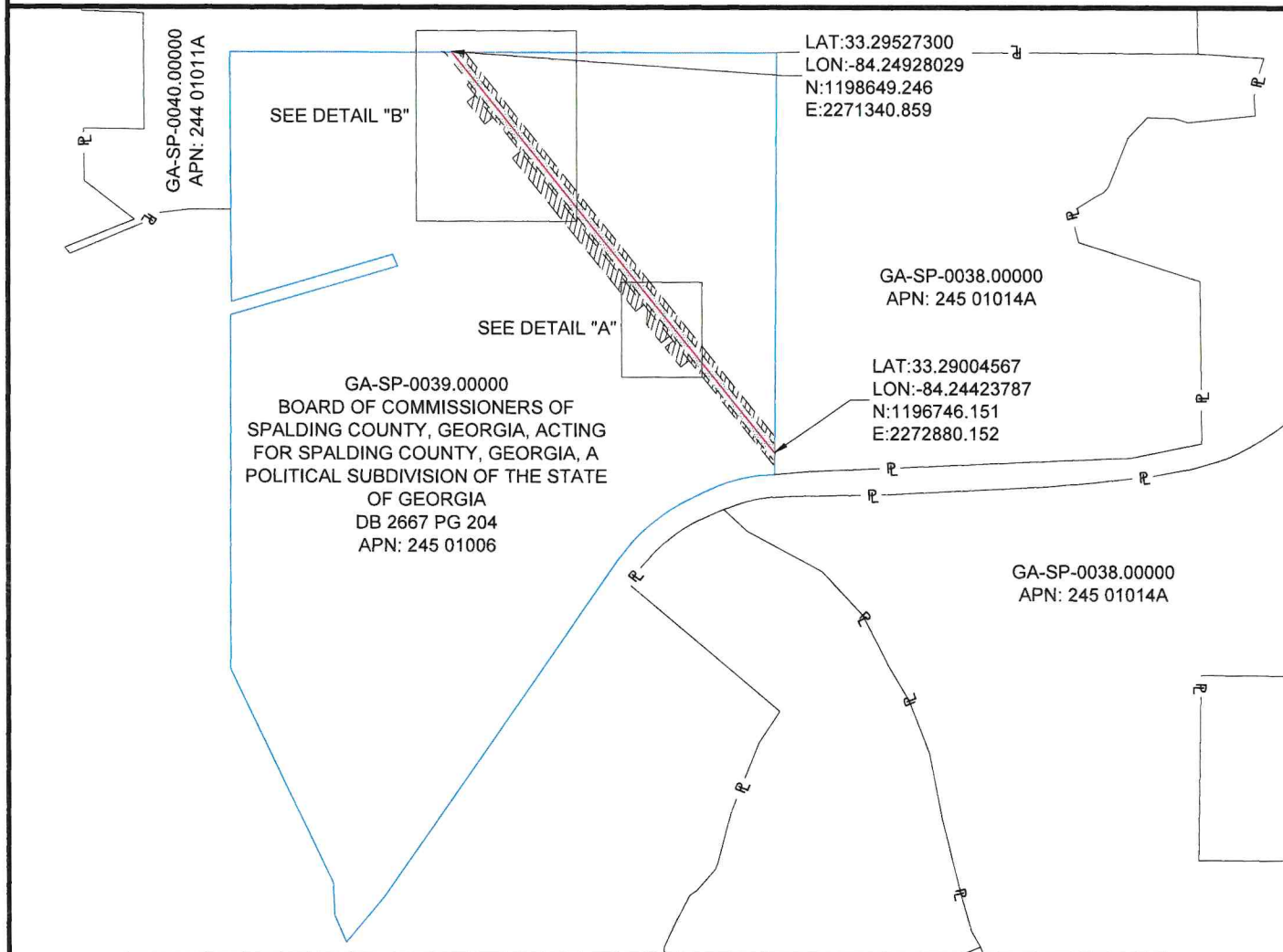
EXHIBIT B

LEGEND

-  PROPERTY LINE
 ADJOINING PROPERTY LINE
 PROPOSED PIPELINE
 RIGHT OF WAY LIMIT (ROW)
 NEW PERMANENT ROW
 TEMPORARY WORK SPACE



SCALE: 1"=800'



THE NEW PERMANENT ROW AND TWS SHALL BE FIXED AND DETERMINED BY THE PROPOSED PIPELINE AS INITIALLY INSTALLED.

SOUTH SYSTEM EXPANSION 4
SPALDING COUNTY, GA
BOARD OF COMMISSIONERS OF
SPALDING COUNTY, GEORGIA, ACTING
FOR SPALDING COUNTY, GEORGIA, A
POLITICAL SUBDIVISION OF THE STATE
OF GEORGIA
LAND LOTS 164, 165, & 188 OF THE 3RD
DISTRICT


GONZALEZ - STRENGTH & ASSOCIATES, INC.
 an LJA company
 1550 Woods of Riverchase Drive, Suite 200, Hoover, AL 35244

NOTES:

1. THIS IS AN EASEMENT SKETCH AND DOES NOT REPRESENT A BOUNDARY SURVEY.
2. DESCRIPTIONS AND SKETCHES OF PROPERTY AND EASEMENTS DEPICTED HEREON ARE BASED ON OF RECORD OBTAINED WHILE CONDUCTING SURVEY AND ON DEEDS OF RECORD.
3. NOT ALL UTILITIES AND IMPROVEMENTS HAVE BEEN FIELD LOCATED OR DEPICTED.
4. DISTANCE BETWEEN PROPOSED CENTERLINE AND EXISTING ROW VARIES.

TEMPORARY WORK SPACE: 3.684 ACRES ±

NEW PERMANENT ROW: 2.810 ACRES ±

CENTERLINE ON TRACT: 2,448'



**Southern Natural Gas
Company, L.L.C.**
a Kinder Morgan company

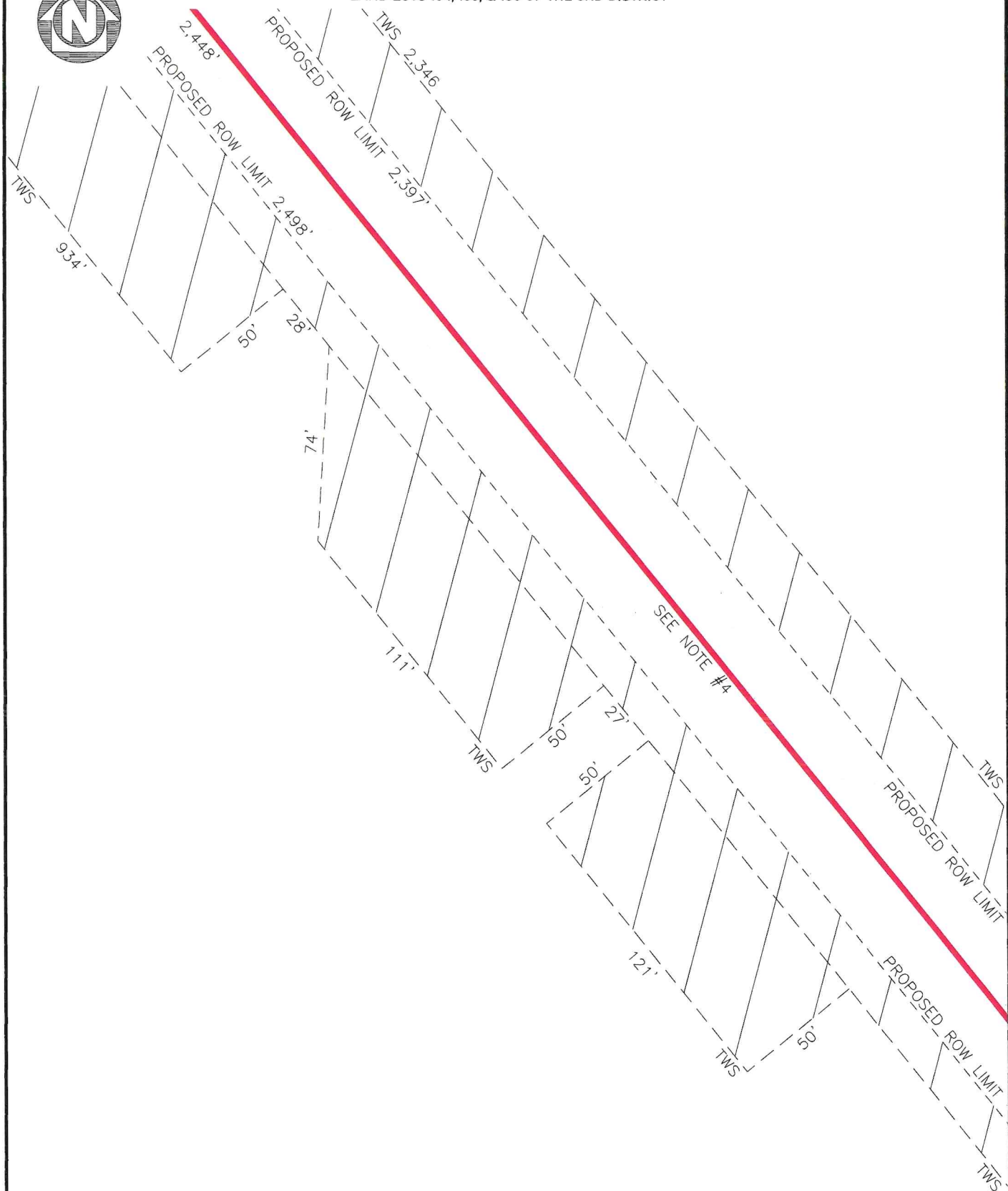
GA-SP-0039.00000

Sheet: 1 OF 3

DATE: 06/03/25



SPALDING COUNTY, GEORGIA
LAND LOTS 164, 165, & 188 OF THE 3RD DISTRICT





SPALDING COUNTY, GEORGIA
LAND LOTS 164, 165, & 188 OF THE 3RD DISTRICT

