



Agenda
Board of Commissioners - Extraordinary
Session April 20, 2026
6:00 PM
Room 108, Spalding County Annex Building
119 E. Solomon Street
Griffin, GA 30223

I. OPENING (CALL TO ORDER)

PLEASE SILENCE YOUR CELL PHONES AND ALL OTHER ELECTRONIC DEVICES.

II. INVOCATION

1. Invocation led by Commissioner Gwen Flowers-Taylor

III. PLEDGE TO THE FLAG

1. Pledge to the Flag led by Commissioner Ryan Bowlden

IV. PRESENTATION OF FINANCIAL STATEMENTS

1. Presentation of the Financial Statements for March 31, 2026

V. PRESENTATIONS/PROCLAMATIONS

1. Proclamation for Goodwill of North Georgia
2. Recognition of the Spalding County employees who graduated from the UGA Carl Vinson Institute of Government's Data Analytics and Decision Making (DADM) Certification program
3. Recognition of the 10U Spalding United Basketball Girls GRPA District and State Winning Team.
4. A Proclamation in recognition of National Public Safety Telecommunicators Week - April 12 - 18, 2026
5. Proclamation of Volunteer Month in Spalding County.
6. Proclamation in Celebration of Life, Faith and Service of Annie Rene Bankston

VI. CITIZEN COMMENTS

Speakers must sign up prior to the meeting and provide their names, addresses and the topic they wish to discuss. Speakers must direct your remarks to the Board and not to individual Member or to the audience. Personal disagreements with individual Members or County employees are not a matter of public concern and personal attacks will not be tolerated. The Chairman has the right to limit your comments in the interest of disposing of the County's business in an efficient and respectable manner.

Speakers will be allotted three (3) minutes to speak on their chosen topics as they relate to matters pertinent to the jurisdiction of the Board of Commissioners. No questions will be asked by any of the members during citizen comments. Outbursts from the audience will not be tolerated. Common courtesy and civility are expected at all times during the meeting. No speaker will be permitted to speak more than three (3) minutes or more than once, unless the Board votes to suspend this rule.

VII. MINUTES

1. Consider Approval of Minutes for the March 30th BoC Special-Called Meeting-Budget Hearing, March 31st BoC Special-Called Meeting-Budget Hearing, April 1st BoC Special-Called Meeting-Budget Hearing and April 2nd BoC Special Meeting-Budget Hearing.

VIII. NEW BUSINESS

1. Consider approval to surplus weapons forfeited to the Spalding County Sheriff's Office via court order, and weapons that currently are property of the Spalding County Sheriff's Office that have become obsolete or irreparable. These weapons will be properly disposed through trade to a licensed Federal Firearms Dealer.
2. Consider request (Nun Pro Tunc) of the **FY2025 State Homeland Security Program (SHSP)** grant for \$14,928.00 to build and enhance capabilities in Homeland Security.
3. Consider (Nun Pro Tunc) request for approval of the FY23 COSSUP supplemental funding in the amount of **\$8,400**
4. Consider out of state motor coach request.
5. Consider Approval of Sentence Enforcement Contracts
6. Consider the award of a contract for resurfacing the parking lot located at 1313 Arthur K. Bolton Parkway Griffin, GA 30223.
7. Consideration of approval of grease trap under County-owned parking spaces at rear of 115 East Solomon Street and 112 North Hill Street.
8. Consider request from Cindi Alexander for the use of the Courthouse steps for National Day of Prayer
9. Consider Approval of C.W. Matthews Contract for 2026 T-SPLOST projects
10. Consider acceptance of \$1,167,546.30 LMIG LRA funding from GDOT for the resurfacing of 3.65 miles of roadway to include the addition of \$321,581.43 in excess TSPLOT funds as the match.
11. Consider Approval of Atlanta Gas Light Company Easement Agreement with the Griffin Spalding County Airport Authority
12. Consider Approval of the Griffin-Spalding County Airport Annual Memorandum of

Agreement Summary Report

13. Consider Approval of Resolution to Increase Spending Limit
14. Consider sale of 256 West Teamon Circle
15. Consider Approval of FY27 CSBG Allocation Increase/Contract Notice
16. Consider Approval of Recommendation for Spalding CSBG Advisory Board Appointment
17. Consider Approval for Tyus Park Walking Trail Replacement Bid (Grant funded)
18. Consider request for EMA to utilize Opioid Funds for Narcan and Narcan boxes for all Spalding County facilities and vehicles
19. Consider Approval of the 2026 Trustee Assurance Agreement for the Spalding County Water and Sewerage Facilities Authority
20. Consider Approval of 1st reading of Amendment to the Route of Travel, Through Trucks Part VI, Chapter 2, Article A, Section 6-2004
21. Consider Approval of 1st reading of the Amendment to the Route of Travel, Through Trucks-Part VI, Chapter 2, Article A, Section 6-2007
22. Consider Approval of Resolution to adopt the Right of Way Travel Permit fees and policies

IX. OLD BUSINESS

1. Consider PLACs recommendation to move forward with Splash Pads
2. **Second Reading and Ordinance for Application 26-03Z:** Wade Cannon, owner, 1615 High Falls Road (Parcel 220 01033); located in Land Lot 239 of the 2nd Land District, consisting of approximately 5.46 acres. The applicant is requesting to rezone from C-2 (Manufacturing), R-2 (Single-Family Residential), and AR-1 (Agricultural-Residential) to solely AR-1 (Agricultural-Residential). The existing residential use will remain the same.

X. REPORT OF COUNTY MANAGER

XI. REPORT OF ASSISTANT COUNTY MANAGER

XII. REPORT OF COMMISSIONERS

XIII. ADJOURNMENT



**BOARD OF COMMISSIONERS - EXTRAORDINARY
SESSION**

**Invocation led by Commissioner Gwen Flowers-
Taylor**

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 - EXTRAORDINARY
SESSION**

**Pledge to the Flag led by Commissioner Ryan
Bowlden**

Requesting Agency
Spalding County Board of

Commissioners

In Compliance with the following Ordinance

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Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:



BOARD OF COMMISSIONERS - EXTRAORDINARY SESSION

Presentation of the Financial Statements for March 31, 2026

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

Nine months ended on March 31, 2026, and is 75% of the budget year. General Fund revenues are 84% or \$64,453,981.25

General Fund Expenditures and Encumbrances are 83% of budget or \$65,022,998.81

Fire District Revenues are 59% of budget, or \$11,458,784.75

Fire District Expenditures and Encumbrances are 74% of budget, or \$8,138,644.31

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:

[03.31.26.pdf](#)

[APRIL 20 2026 BOC Meeting Financials.pptx](#)

REVENUE & EXPENDITURE STATEMENT FOR 100 GENERAL FUND
03/01/2026 to 03/31/2026

SPALDING COUNTY BOC
FY 2025-2026

*100 in the % Used column indicates that no budget exists

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
100 General Fund					
Revenue					
31 Taxes Subtotal	\$1,917,498.52	\$53,489,143.00	\$0.00	\$61,894,215.00	86%
32 Licenses And Permits Subtotal	\$183,666.84	\$1,189,176.00	\$0.00	\$1,058,500.00	112%
33 Intergovernmental Revenue Subtotal	\$99,586.38	\$2,354,707.00	\$0.00	\$3,133,814.00	75%
34 Charges For Services Subtotal	\$318,316.73	\$3,956,449.00	\$0.00	\$5,216,912.00	76%
35 Fines And Forfeitures Subtotal	\$83,264.98	\$1,521,425.00	\$0.00	\$2,127,300.00	72%
36 Investment Income Subtotal	\$25,825.31	\$256,504.16	\$0.00	\$165,409.00	155%
37 Contributions/Donations Subtotal	\$9,697.00	\$23,561.07	\$0.00	\$0.00	*100
38 Miscellaneous Revenue Subtotal	\$181,692.47	\$1,794,787.00	\$0.00	\$1,938,300.00	93%
39 Other Financing Sources Subtotal	\$0.00	\$397,984.00	\$0.00	\$1,938,300.00	21%
Revenue Subtotal	\$2,819,548.23	\$64,980,492.00	\$0.00	\$76,801,650.00	85%
Expenditure					
51 Prsnl Srvc, Employee Ben Subtotal	\$2,968,481.87	\$32,044,401.00	\$0.00	\$45,470,211.00	70%
52 Purch/Contracted Srvc Subtotal	\$1,344,762.87	\$14,656,405.00	\$206,323.88	\$19,416,220.00	75%
53 Supplies Subtotal	\$435,286.50	\$4,975,906.00	\$124,001.77	\$5,504,070.00	90%
54 Capital Outlay Subtotal	\$52,156.38	\$2,351,390.00	\$29,649.76	\$1,233,076.00	191%
57 Other Costs Subtotal	\$1,135,054.18	\$9,224,293.00	-\$58,305.13	\$4,503,831.00	205%
58 Debt Service Subtotal	\$222,612.41	\$1,911,760.00	\$0.00	\$1,641,872.00	116%
Expenditure Subtotal	\$6,158,354.21	\$65,164,155.00	\$301,670.28	\$77,769,280.00	84%

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
215 Emergency 911 Fund					
Revenue					
30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$1,150,558.00	0%
34 Charges For Services Subtotal	\$109,803.18	\$992,579.86	\$0.00	\$1,350,000.00	74%
38 Miscellaneous Revenue Subtotal	\$259.80	\$2,643.50	\$0.00	\$2,285.00	116%
Revenue Subtotal	\$110,062.98	\$995,223.36	\$0.00	\$2,502,843.00	40%
Expenditure					
51 Prsnl Srvc, Empliee Ben Subtotal	\$140,573.19	\$1,500,184.84	\$0.00	\$1,640,758.03	91%
52 Purch/Contracted Srvc Subtotal	\$23,556.16	\$78,547.99	\$4,243.00	\$102,104.15	77%
53 Supplies Subtotal	\$2,417.81	\$7,317.50	\$0.00	\$9,735.31	75%
55 Interfund/Interdept Chrgs Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	0%
Expenditure Subtotal	\$166,547.16	\$1,586,050.33	\$4,243.00	\$1,752,597.49	90%

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
220 Csbg Fund					
Revenue					
33 Intergovernmental Revenue Subtotal	\$10,050.96	\$163,737.83	\$0.00	\$23,595.00	694%
Revenue Subtotal	\$10,050.96	\$163,737.83	\$0.00	\$23,595.00	694%
Expenditure					
51 Prsnl Svcs, Employee Ben Subtotal	\$0.00	\$6,912.48	\$0.00	\$23,595.00	29%
53 Supplies Subtotal	\$5,535.20	\$17,441.05	\$0.00	\$0.00	*100
Expenditure Subtotal	\$5,535.20	\$24,353.53	\$0.00	\$23,595.00	103%

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
225 Senior Nutrition Fund					
Revenue					
30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$313,766.00	0
33 Intergovernmental Revenue Subtotal	\$65,693.17	\$398,904.31	\$0.00	\$181,880.00	219%
37 Contributions/Donations Subtotal	\$12,645.80	\$114,338.38	\$0.00	\$125,000.00	91%
Revenue Subtotal	\$78,338.97	\$513,242.69	\$0.00	\$620,646.00	83%
Expenditure					
51 Prsnl Srvc, Empliee Ben Subtotal	\$17,864.11	\$186,971.06	\$0.00	\$266,606.00	70%
52 Purch/Contracted Srvc Subtotal	\$3,462.66	\$17,079.74	\$0.00	\$25,177.00	68%
53 Supplies Subtotal	\$33,880.67	\$300,277.40	\$2,650.47	\$328,863.00	91%
Expenditure Subtotal	\$55,207.44	\$504,328.20	\$2,650.47	\$620,646.00	81%

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
260 Impact Fees Fund					
Revenue					
30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$3,515,056.00	0
34 Charges For Services Subtotal	\$120,511.64	\$1,469,962.45	\$0.00	\$992,250.00	148%
36 Investment Income Subtotal	\$2,336.45	\$24,829.01	\$0.00	\$40,000.00	62%
Revenue Subtotal	\$122,848.09	\$1,494,791.46	\$0.00	\$4,547,306.00	33%
Expenditure					
52 Purch/Contracted Svcs Subtotal	-\$2,021.65	\$10,306.05	\$0.00	\$34,000.00	30%
54 Capital Outlay Subtotal	\$0.00	\$869,266.47	\$0.00	\$4,940,700.00	18%
Expenditure Subtotal	-\$2,021.65	\$879,572.52	\$0.00	\$4,974,700.00	18%

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
270 Fire District Fund					
Revenue					
30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$8,192,913.00	0
31 Taxes Subtotal	\$131,238.16	\$11,405,667.75	\$0.00	\$11,051,795.00	103%
33 Intergovernmental Revenue Subtotal	\$0.00	\$5,000.00	\$0.00	\$0.00	*100
34 Charges For Services Subtotal	\$0.00	\$44,236.00	\$0.00	\$42,000.00	105%
38 Miscellaneous Revenue Subtotal	\$3,875.00	\$3,881.00	\$0.00	\$0.00	*100
Revenue Subtotal	\$135,113.16	\$11,458,784.75	\$0.00	\$19,286,708.00	59%
Expenditure					
51 Prsnl Srvc, Employee Ben Subtotal	\$590,276.11	\$6,214,710.21	\$0.00	\$9,493,330.00	65%
52 Purch/Contracted Srvc Subtotal	\$54,294.52	\$447,523.71	\$31,287.95	\$870,219.00	51%
53 Supplies Subtotal	\$142,818.27	\$514,552.36	\$16,996.26	\$1,164,553.00	44%
54 Capital Outlay Subtotal	\$0.00	\$0.00	\$6,030,365.45	\$6,462,669.00	0
55 Interfund/Interdept Chrsg Subtotal	\$0.00	\$0.00	\$0.00	\$171,938.00	0
57 Other Costs Subtotal	\$0.00	\$0.00	\$3,181.72	\$90,450.00	0
58 Debt Service Subtotal	\$1,009.78	\$961,858.03	\$0.00	\$1,033,549.00	93%
Expenditure Subtotal	\$788,398.68	\$8,138,644.31	\$6,081,831.38	\$19,286,708.00	74%

		Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
275 Hotel/Motel Tax Fund						
Revenue						
	31 Taxes Subtotal	\$22,760.10	\$199,066.27	\$0.00	\$270,000.00	74%
	Revenue Subtotal	\$22,760.10	\$199,066.27	\$0.00	\$270,000.00	74%
Expenditure						
	57 Other Costs Subtotal	\$14,166.67	\$42,500.01	\$0.00	\$170,000.00	25%
	Expenditure Subtotal	\$14,166.67	\$42,500.01	\$0.00	\$170,000.00	25%

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
315 Cap Proj - 2016 Splost					
Revenue					
30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$92,782.00	0
36 Investment Income Subtotal	\$2,249.88	\$7,309.09	\$0.00	\$45,000.00	16%
Revenue Subtotal	\$2,249.88	\$7,309.09	\$0.00	\$137,782.00	5%
Expenditure					
57 Other Costs Subtotal	\$0.00	\$0.00	\$0.00	\$396,000.00	0
58 Debt Service Subtotal	\$0.00	\$0.00	\$0.00	\$2,000.00	0
Expenditure Subtotal	\$0.00	\$0.00	\$0.00	\$398,000.00	0

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
335 Cap Proj - 2022 T-Splot					
Revenue					
30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$3,256,902.00	0
31 Taxes Subtotal	\$302,483.16	\$2,722,348.44	\$0.00	\$3,600,000.00	76%
36 Investment Income Subtotal	\$3,912.04	\$10,105.74	\$0.00	\$175,055.00	6%
Revenue Subtotal	\$306,395.20	\$2,732,454.18	\$0.00	\$7,031,957.00	39%
Expenditure					
57 Other Costs Subtotal	\$0.00	\$1,968,207.42	\$0.00	\$7,280,500.00	27%
58 Debt Service Subtotal	\$0.00	\$0.00	\$0.00	\$3,000.00	0
Expenditure Subtotal	\$0.00	\$1,968,207.42	\$0.00	\$7,283,500.00	27%

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
410 Debt Service - 2022 T-Splst					
Revenue					
31 Taxes Subtotal	\$624,004.42	\$2,273,549.83	\$0.00	\$2,073,500.00	110%
36 Investment Income Subtotal	\$22,099.48	\$66,915.75	\$0.00	\$180,000.00	37%
Revenue Subtotal	\$646,103.90	\$2,340,465.58	\$0.00	\$2,253,500.00	104%
Expenditure					
58 Debt Service Subtotal	\$0.00	\$0.00	\$0.00	\$2,253,500.00	0
Expenditure Subtotal	\$0.00	\$0.00	\$0.00	\$2,253,500.00	0

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
505 Water Fund					
Revenue					
30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$3,144,642.00	0
34 Charges For Services Subtotal	\$953,884.31	\$8,040,915.38	\$0.00	\$10,854,088.00	74%
36 Investment Income Subtotal	\$36,881.06	\$366,211.00	\$0.00	\$159,188.00	230%
38 Miscellaneous Revenue Subtotal	\$500.00	\$123,232.14	\$0.00	\$0.00	*100
Revenue Subtotal	\$991,265.37	\$8,530,358.52	\$0.00	\$14,157,918.00	60%
Expenditure					
51 Prsnl Srvc, Employee Ben Subtotal	\$75,621.67	\$820,759.21	\$0.00	\$1,322,095.00	62%
52 Purch/Contracted Srvc Subtotal	\$506,357.38	\$3,733,032.75	\$2,852.31	\$7,518,381.00	50%
53 Supplies Subtotal	\$6,975.24	\$23,955.76	\$824.70	\$411,481.00	6%
54 Capital Outlay Subtotal	\$1,022,416.87	\$6,172,378.79	-\$17,822.00	\$23,932,947.00	26%
55 Interfund/Interdept Chrgs Subtotal	\$0.00	\$148,060.00	\$0.00	\$59,767.00	248%
56 Depreciation/Amortization Subtotal	\$0.00	\$0.00	\$0.00	\$194,465.00	0
57 Other Costs Subtotal	\$483.16	\$1,329.51	-\$375.94	\$2,000.00	66%
58 Debt Service Subtotal	\$138,105.00	\$944,245.60	\$0.00	\$6,293,197.00	15%
Expenditure Subtotal	\$1,749,959.32	\$11,843,761.62	-\$14,520.93	\$39,734,333.00	30%

	Current Period (\$)	YTD (\$)	Encumbrance (\$)	Budget (\$)	% Used
620 Workers Comp Trust Fund					
Revenue					
36 Investment Income Subtotal	\$45,632.76	\$87,756.70	\$0.00	\$20,000.00	439%
Revenue Subtotal	\$45,632.76	\$87,756.70	\$0.00	\$20,000.00	439%
Expenditure					
51 Prsnl Svcs, Empl'ee Ben Subtotal	\$0.00	\$243,271.00	\$0.00	\$445,000.00	0
55 Interfund/Interdept Chrgs Subtotal	\$62,937.00	\$660,646.00	\$0.00	\$470,000.00	141%
58 Debt Service Subtotal	\$0.00	\$766.63	\$0.00	\$5,000.00	15%
Expenditure Subtotal	\$62,937.00	\$904,683.63	\$0.00	\$920,000.00	98%



Financial Presentation

**Deputy Finance Director,
Jamie Tarleton
April 20, 2026**





Expenditures



\$14,220,475

74%

Revenue



\$11,458,785

59%

Encumbrances

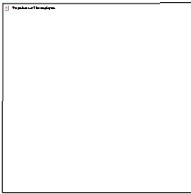
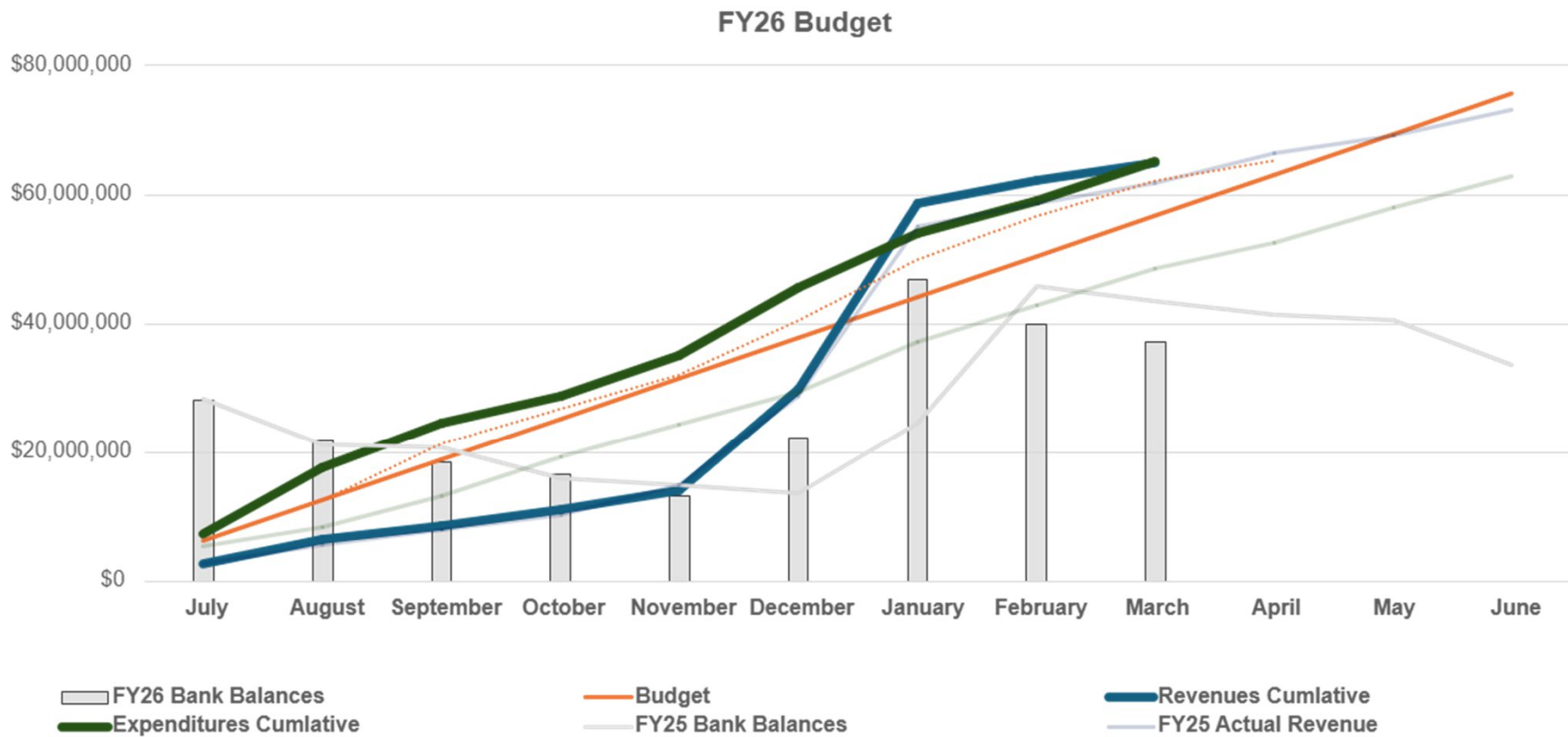


\$6,081,832

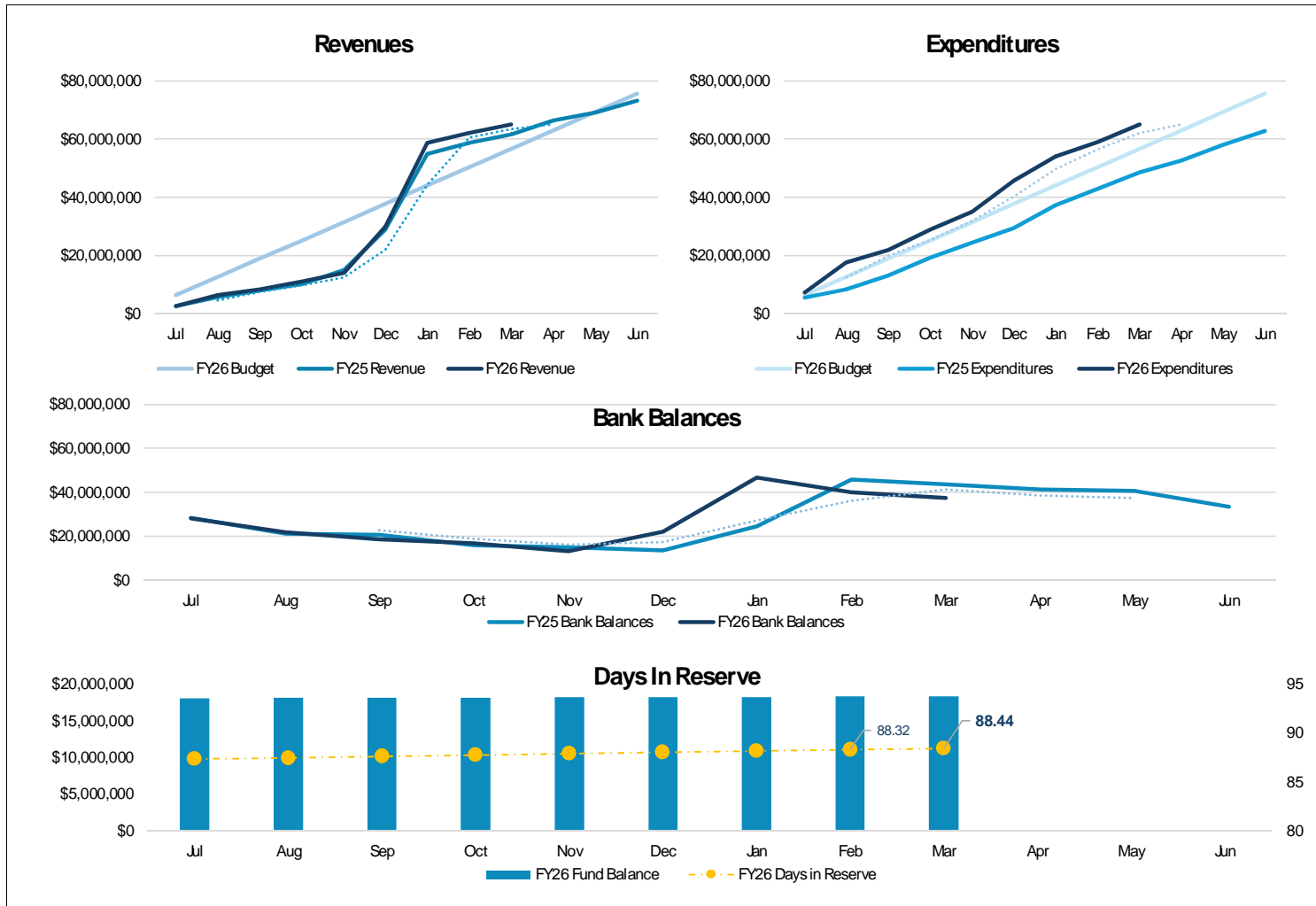
Including New Fire Trucks

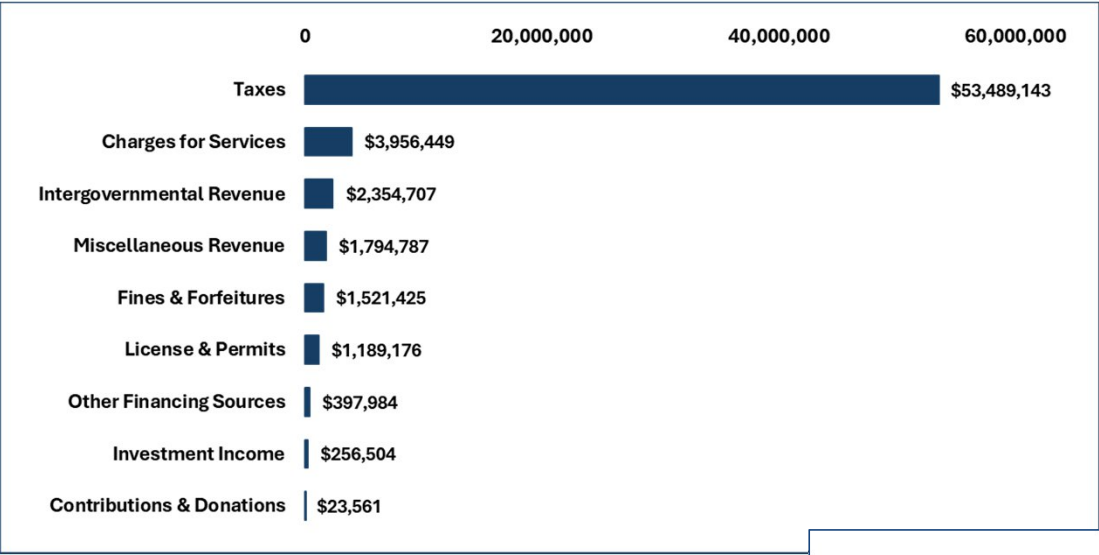
In March 2026, the Fire District reported total revenues of \$11,458,785 while total expenditures amounted to \$8.1 million and \$6.081 million in Encumbrances

Financial Overview March 2026



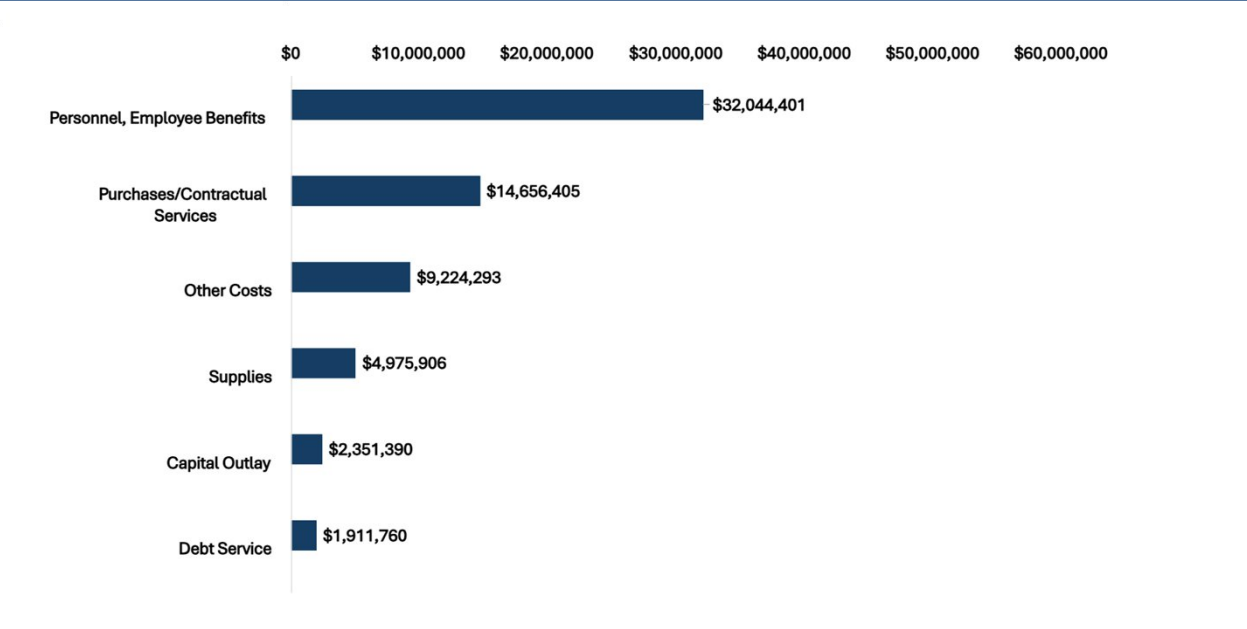
Fiscal Year Comparisons





Revenues
\$64,980,492

Expenditures
\$65,164,154



Checking Accounts



Bank	Account Type	Account	7/1/2025	7/31/2025	8/31/2025	9/30/2025	10/31/2025	11/30/2025	12/31/2025	1/31/2026	2/28/2026	3/31/2026
Truist Bank	Checking	Operating	\$ 33,618,887	\$ 28,197,839	\$ 21,868,643	\$ 18,411,482	\$ 16,662,483	\$ 13,143,914	\$ 22,179,206	\$ 46,783,659	\$ 39,960,647	\$ 37,268,873
Truist Bank	Checking	Impact Fee Acct	416,034	804,615	1,319,985	359,536	399,380	430,168	496,046	515,960	602,362	720,798
Truist Bank	Checking	Payroll	1,434,875	110,487	95,719	96,595	1,426,564	1,449,292	105,346	106,847	103,770	103,085
Truist Bank	Checking	Parks & Rec Certification Acct	5,116	5,421	5,421	5,421	4,921	4,921	4,921	5,376	2,948	5,511
Truist Bank	Checking	Flex Spending Acct	57,069	57,069	57,069	57,069	54,069	57,069	57,069	57,069	57,069	57,069
Truist Bank	Checking	City of Sunnyside	24,358	24,358	24,368	24,358	24,358	24,358	24,358	24,358	24,358	24,358
Truist Bank	Public Special MRC	Superior Court Jury Script Acct	62,104	60,706	56,235	59,441	63,126	61,979	59,708	62,671	65,076	59,297
Truist Bank	Checking	CDBG Grant Accts	20	20	10	10	10	10	10	10	10	10
US Bank	Investment Acct	2022 T-SPLOST Project Fund	1,337,856	1,645,190	1,952,201	2,259,536	2,568,269	909,414	1,213,868	1,519,811	1,825,780	2,132,172
US Bank	Investment Acct	2016 SPLOST Project Fund	458,744	460,275	461,803	463,332	464,781	466,242	467,613	468,969	470,289	471,479
Truist Bank	Investment Acct	General Fund Investment Account	18,074,308	18,097,953	18,121,481	18,154,279	18,180,988	18,214,882	18,244,107	18,273,019	18,300,911	18,326,736
Truist Bank	Investment Acct	Spalding County ARPA Funds/Sewer Project	316,325	316,486	316,647	316,798	316,945	317,075	317,201	317,322	317,431	317,553
Truist Bank	Investment Acct	Impact Fee Investment Acct	5,791,398	5,794,340	5,797,293	6,400,050	6,102,793	6,105,301	6,107,719	6,110,053	6,112,163	6,114,499
GENERAL FUND CASH & INVESTMENT ACCOUNT BALANCES			\$ 61,597,094	\$ 55,574,758	\$ 50,076,875	\$ 46,607,907	\$ 46,268,686	\$ 41,184,624	\$ 49,277,171	\$ 74,245,124	\$ 67,842,814	\$ 65,601,439

FUND BALANCE

- To begin, the Truist Bank Operating Checking Account continued to demonstrate strong financial resilience throughout the month. The account opened March with a balance of \$37.27 million, and the activity we see here reflects the expected timing of revenues and expenditures that occur as part of the county’s normal financial cycle.
- Overall, the data in the table illustrate a well-managed operating environment. The county’s ability to time revenue inflows strategically—combined with controlling expenditures—helped maintain a solid financial position through March 31st. When we look across all checking and investment accounts shown, the total balance stands at approximately \$66 million. This represents the county’s cumulative liquid financial assets and demonstrates continued stability as we move into the next reporting period.





Spalding

Everything you need in Spalding



**BOARD OF COMMISSIONERS - EXTRAORDINARY
SESSION**

Proclamation for Goodwill of North Georgia _____
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:

[Goodwill of North Georgia - April 20 2026.pdf](#)

BY THE SPALDING COUNTY BOARD OF COMMISSIONERS



A PROCLAMATION

GOODWILL OF NORTH GEORGIA DAY

WHEREAS, Goodwill of North Georgia has proudly served the citizens of Georgia for 100 years, fostering hope, opportunity and community strength through its mission to put people to work; and

Whereas, in 1925, a group of civic-minded Atlantans founded Goodwill Industries of Atlanta. From its humble beginnings in a small house with only a horse and wagon, the organization experienced steady growth and resilience. Today, organization currently operates 71 retail stores, 14 career centers, a mobile career center, and more than 40 attended donation centers throughout North Georgia. It employs more than 3,500 team members, diverts over 40 million pounds of material from landfills each year, welcomes more than 7 million guests annually, and has served more than 50 million donors throughout its century of service; and

Whereas, Goodwill of North Georgia proudly operates one retail location, and on Attended Donation Center in Spalding County, continuing its century-long tradition of service and unwavering commitment to the local community; and

Whereas, through its strategic approach of “A Job, A Better Job, A Career,” as of today, Goodwill of North Georgia has helped connect more than 380 Spalding County residents find new jobs while equipping more than 760 Spalding County jobseekers with critical skills including résumé building, interview preparation and computer literacy. Additionally, Spalding County residents, as of today, have made more than 571,000 donations to the Griffin retail store and Lovejoy ADC, supporting Goodwill of North Georgia’s mission to put people to work; and

Whereas, throughout its 100 years of service, Goodwill of North Georgia has remained committed to innovation and forward-thinking workforce development. With tailored programs for entrepreneurs, high school students, veterans, and individuals with disabilities, the organization continues to meet the evolving needs of the modern workforce. Its strategic goals include serving an additional 155,000 job seekers by 2030, expanding its retail footprint, and deepening its sustainability efforts to further its positive impact on Georgia’s economy and environment.

Now, Therefore, the Spalding County Board of Commissioners does hereby proclaim April 6, 2026, as “Goodwill of North Georgia Day” in honor and recognition of the organization’s 100 years of service to the state of Georgia.

SO PROCLAIMED by the Spalding County Board of Commissioners this ____ day of April 2026.

(SEAL)

Clay W. Davis, III
Chair, Board of Commissioners

Steve Ledbetter, PhD
Clerk



**Recognition of the Spalding County employees who graduated from the UGA
Carl Vinson Institute of Government's Data Analytics and Decision Making
(DADM) Certification program**

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:

[Press Release Spalding County Data Analysis Carl Vinson Participants .pdf](#)

[Pictures Spalding County Staff Completing Carl Vincent Institute Data Anaylsis Course.pdf](#)



FOR IMMEDIATE RELEASE
Contact: Spalding County
770-467-4395

March 27, 2026

FOR IMMEDIATE RELEASE

Spalding County Recognizes Graduates of UGA Carl Vinson Institute Data Analysis and Decision-Making Certificate Program

Spalding County, GA — Graduates of the **2025–2026 cohort** of the **University of Georgia Carl Vinson Institute of Government’s Data Analysis and Decision Making for Government Certificate Program** were recently recognized for successfully completing the intensive professional development program designed to strengthen analytical and data-driven decision-making capabilities in the public sector.

The certificate program equips government professionals with practical skills in **data interpretation, performance measurement, visualization, and evidence-based decision-making**—tools that are increasingly essential to effective, transparent, and accountable public service. Participants completed a rigorous curriculum focused on applying real-world data tools to operational, fiscal, and strategic challenges facing government organizations. Graduates of the program leave with an enhanced capacity to use data to **improve service delivery, evaluate programs, and support informed leadership decisions**, directly benefiting the communities they serve. Their successful completion of the program reflects a strong commitment to continuous learning and operational excellence within government.

The **Carl Vinson Institute of Government**, a public service and outreach unit of the University of Georgia, has supported state and local governments for nearly a century. The Institute strengthens governance through **research-based training, applied solutions, and professional education** that help public officials lead with confidence and effectiveness. “This achievement represents a meaningful investment in professional growth and data-informed leadership,” said Dr. Steve Ledbetter. “By strengthening analytical skills across government, these graduates are better equipped to make informed decisions that enhance public trust and improve outcomes for residents.”

Spalding County applauds the graduates for their dedication to professional excellence and their commitment to leveraging data to drive informed, ethical, and effective public service.

For more information about the University of Georgia Carl Vinson Institute of Government and its professional development programs, visit www.cviog.uga.edu.

About Spalding County

Spalding County is dedicated to providing high-quality services to its residents and fostering a community of growth opportunity. For more information, visit www.spaldingcounty.com

Dr. Steve Ledbetter, County Manager • 119 E. Solomon Street
Griffin, Georgia 30224 • www.spaldingcounty.com



Those pictured celebrating the accomplishment include:

Row 1 (left to right):

- Steve Ledbetter, PhD, 2024–2025 program graduate
- Micki Rios, Administrative Assistant II, Public Services
- Erica Dye, Deputy County Manager
- Kelly Carmichael, Director, Leisure Services

Row 2 (left to right):

- Mike Windham, Communication Systems Manager
- Vickie Hennessy, Director, Animal Care & Control
- Lance Griffin, Director, Construction & Maintenance

Not pictured:

- David Allen, Director, Community Development



**Recognition of the 10U Spalding United Basketball Girls GRPA District and
State Winning Team.**

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

Recognition of the 10U Spalding United Basketball Girls team that won the 2026 GRPA District and State Tournaments held in Spalding County.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

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

ATTACHMENTS:



**A Proclamation in recognition of National Public Safety Telecommunicators
Week - April 12 - 18, 2026**

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:

[National Telecommunication Week - April 2026.pdf](#)

BY THE SPALDING COUNTY BOARD OF COMMISSIONERS



A PROCLAMATION

**NATIONAL PUBLIC SAFETY
TELECOMMUNICATORS WEEK
APRIL 12 – 18, 2026**

WHEREAS, emergency telecommunicators serve as the first point of contact during emergencies, providing critical assistance and guidance to those in need; and

WHEREAS, the telecommunicators of the Spalding County Emergency Communications Department support citizens, visitors, and public safety agencies with professionalism and dedication; and

WHEREAS, these trained professionals manage emergency and non-emergency calls, relay vital information, and coordinate resources while maintaining composure under pressure; and

WHEREAS, their work is essential to responder safety and the protection of life and property within Spalding County; and

WHEREAS, Spalding County recognizes its Emergency Communications professionals as a vital part of a safe and growing community; and

WHEREAS, National Public Safety Telecommunicators Week honors those who serve as the “voice behind the response,” working 24 hours a day, 7 days a week.

NOW, THEREFORE, BE IT PROCLAIMED, that the Spalding County Board of Commissioners hereby recognizes the week of April 12–18, 2026, as National Public Safety Telecommunicators Week in Spalding County, and encourages all citizens to recognize the dedication and service of our emergency telecommunicators.

BE IT FURTHER PROCLAIMED that the Board extends its sincere appreciation to the personnel of the Spalding County Emergency Communications Department for their commitment to excellence and their vital role in safeguarding the community.

SO PROCLAIMED by the Spalding County Board of Commissioners this ____ day of April 2026.

(SEAL)

Clay W. Davis, III
Chair, Board of Commissioners

Steve Ledbetter, PhD
Clerk



BOARD OF COMMISSIONERS - EXTRAORDINARY SESSION

Proclamation of Volunteer Month in Spalding County.

Leisure Services

Requesting Agency
Spalding County Parks &

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

A proclamation to recognize April 2026 as National Volunteer Month in Spalding County.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

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

ATTACHMENTS:

[Volunteer_Appreciation_Month_Proclamation_2026_Spalding_County.docx](#)



PROCLAMATION

Recognizing Volunteer Appreciation Month

- WHEREAS,** National Volunteer Month is an opportunity to recognize and honor the countless individuals who selflessly invest in the lives of others; and
- WHEREAS,** we have never needed the volunteerism of America more than we do today; and
- WHEREAS,** volunteers are vital to our future as a caring and productive community; and
- WHEREAS,** volunteering one's time, talents and resources has been an integral part of our heritage and it is essential that we continue this tradition of giving and sharing to preserve and improve the quality of life for all residents in our community; and
- WHEREAS,** volunteers are the catalysts that create positive changes in our communities by bringing their compassion, their time, their ideas, talents, technical skills, and professional expertise to strengthen and help our county flourish. As society's needs change, volunteers are at the heart of community life lending a hand to create a better quality of life for our residents; and
- WHEREAS,** volunteers provide support to recreation activities, public education, health and social services, housing and food service organizations, public safety, emergency preparedness and response, and to environmental initiatives. Volunteers help communities provide basic human services, spiritual support, including neighbor to neighbor assistance; and
- WHEREAS,** the receiver is not the only one who benefits from volunteer service for the giver reaps the rewards of improved skills and widened horizons as well; and
- WHEREAS,** each year a special month is designated in our nation for the dual purpose of recognizing those who give of themselves and of encouraging all citizens to become involved in volunteer work; and it is fitting at this time to say "thank you" to all individuals, groups, and businesses who have given time, energy, and resources to our community through selfless service; and
- WHEREAS,** during this month we call on all community members and organizations to help us thank, celebrate, and recognize the contributions of all volunteers.

NOW, THEREFORE,

BE IT RESOLVED the Spalding County Board of Commissioners, do hereby recognize the month of April as Volunteer Appreciation Month in Spalding County, Georgia, and encourage community members

of all ages and abilities, to follow the example of our neighbors, friends, and family by saying “Yes” to service. By volunteering we gain knowledge, compassion, and understanding and create a spirit of friendship and connectedness with our neighbors and our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the County to be affixed this, the 20 of April, in the year of our Lord, two thousand twenty-six.

Clay W. Davis, Chairman

Dr. Steve Ledbetter, PhD.



**Proclamation in Celebration of Life, Faith and Service of Annie Rene
Bankston**

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:

[Annie Bankston Proclamation - April 2026.docx](#)

A PROCLAMATION



IN CELEBRATION OF LIFE, FAITH, AND SERVICE OF ANNIE RENE BANKSTON

WHEREAS, Annie Rene Bankston was born in Griffin, Georgia, to the late Charlie and Ricie Harps, and lived a remarkable life rooted in faith, family, and service to others; and

WHEREAS, surrounded by the love of her family, Annie Rene Bankston peacefully transitioned on April 7, 2026, at the age of ninety-two, leaving behind a legacy of compassion, humility, and devotion; and

WHEREAS, Annie was a proud native of Griffin and received her education at the Vocational High School for Blacks, known as the historic Rosenwald School, reflecting both perseverance and dedication during an era of profound challenges; and

WHEREAS, throughout her life, Annie devoted herself to caring for others, beginning her working years in housekeeping for Mrs. Anderson, and later serving faithfully within the Griffin-Spalding County School System at Fourth Ward School, where she nourished students not only with meals, but with kindness and encouragement; and

WHEREAS, Annie continued her selfless service at Spalding Regional Hospital in the housekeeping department and later at McIntosh Trails group home, consistently extending dignity, compassion, and care to those she served; and

WHEREAS, at an early age, Annie accepted Christ and was a steadfast and devoted member of Eighth Street Baptist Church, where she faithfully served on the Mothers Board and Mission Board, offering wisdom, nurturing guidance, and unwavering commitment to her church family; and

WHEREAS, Annie's greatest joy was her family, and her life was a testament to love, commitment, and sacrifice, having shared sixty years of marriage with her beloved husband, Emmett Bankston Jr., and being a devoted mother, grandmother, and matriarch; and

WHEREAS, Annie was preceded in death by her husband, Emmett Bankston Jr.; her son, Alvin "Duck" Bankston; and her brothers, Charlie Harps Sr., Benjamin Harps Sr., Bobby Ray Harps Sr., and Tommy Lee Harps; and

WHEREAS, she leaves behind a cherished legacy through her son, Marvin Bankston; her daughters, Diana Bankston Sullivan, Gloris (Ricky) Lewis, Stella (Boris) Grayson, and Carolyn Bankston Lucier; her sisters, Tina Harps, Michelle Harps Grayson, Shirley Smith, and Bernice Bogan; her brother, Terry Harps; bonus sister Sarah Jefferson; devoted friend lola Parks; and a loving lineage of 25 grandchildren, 62 great-grandchildren, and 11 great-great-grandchildren, along with numerous nieces, nephews, extended family members, friends, and fellow church members whose lives were enriched by her presence;

NOW, THEREFORE, BE IT PROCLAIMED that the Spalding County Board of Commissioners does hereby honor and celebrate the life of Annie Rene Bankston, recognizing her lifelong dedication to faith, family, service, and community, and extending deepest sympathy and heartfelt condolences to her family and loved ones.

BE IT FURTHER PROCLAIMED that the Spalding County Board of Commissioners encourages all citizens to reflect upon and honor Annie Rene Bankston's legacy of love, service, humility, and steadfast faith, which will continue to inspire generations to come.

SO PROCLAIMED by the Spalding County Board of Commissioners this ____ day of April 2026.

(SEAL)

Clay W. Davis, III
Chair, Board of Commissioners

Steve Ledbetter, PhD
Clerk



Consider Approval of Minutes for the March 30th BoC Special-Called Meeting-Budget Hearing, March 31st BoC Special-Called Meeting-Budget Hearing, April 1st BoC Special-Called Meeting-Budget Hearing and April 2nd BoC Special Meeting-Budget Hearing.

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:

- [03.30.2026 Spalding County BoC Special Called Meeting-Budget Hearings.pdf](#)
- [03.31.2026 Spalding County BoC Special Called Meeting-Budget Hearings.pdf](#)
- [04.01.2026 Spalding County BoC Special Called Meeting-Budget Hearings.pdf](#)
- [04.02.2026 Spalding County BoC Special Called Meeting-Budget Hearings.pdf](#)



**After-Agenda
Board of Commissioners - Special Called
Meeting March 30, 2026
9:30 AM
Room 108, Annex Building**

The Spalding County Board of Commissioners held a Special Called Meeting on Monday, March 30, 2026, in Room 108 of the Spalding County Annex Building located at 119 E. Solomon Street, Griffin, Georgia beginning at 9:30am with Chairman Clay Davis presiding. Commissioners Gwen Flowers-Taylor, Ryan Bowlden, Reginald Watts and James Dutton were present at the meeting. Also present were the County Manager Dr. Steve Ledbetter, Deputy County Manager Erica Dye, County Attorney Stephanie Windham.

I. OPENING (CALL TO ORDER)

The meeting was called to order by Chair Clay Davis at 9:56am.

II. INVOCATION

Invocation led by Commissioner James Dutton

III. PLEDGE TO FLAG

The Pledge to the Flag led by Commissioner Ryan Bowlden

IV. AGENDA ITEMS

- 1. FY27 Budget Presentation - Dr. Steve Ledbetter, County Manager**
Dr. Ledbetter presented an overview of the FY2027 budget and outlined current financial projections by department.
- 2. FY27 Budget Presentation - Magistrate Court**
Chief Magistrate Judge Rita Cavanaugh and Leslie Spitzer presented the FY27 budget for Magistrate Court.
- 3. FY27 Budget Presentation - Sheriff Office**
Sherriff Darryl Dix presented the FY27 budget for the Sheriff's Office.
- 4. FY27 Budget Presentation - State Court**
State Court Judge Josh Thacker presented the FY27 budget for State Court.

5. FY27 Budget Presentation - Community Development Budget

Community Development Director, David Allen presented the FY27 budget for Community Development.

6. FY27 Presentation - District Attorney

Item #7- Sentence Enforcement Budget Presentation was moved to Item #6.

Martha Matthews, Director of Sentence Enforcement presented the FY27 budget for Sentence Enforcement.

7. FY27 Budget Presentation - District Attorney

Acting District Attorney, David Studdard and Kevin Ofchus, Assistant District Attorney presented the FY27 budget for the District Attorney’s office funding request.

V. ADJOURNMENT

Motion/Second by Gwen Flowers-Taylor/Reginald Watts to adjourn at 2:48pm.

Motion Passed: 5 - 0

/s/ _____ /s/ _____
Clay Davis, Chairman Steve Ledbetter, PhD, County Clerk



**After-Agenda
Board of Commissioners - Special Called
Meeting March 31, 2026
9:30 AM
Room 108, Annex Building**

The Spalding County Board of Commissioners held a Special Called Meeting on Tuesday, March 31, 2026, in Room 108 of the Spalding County Annex Building located at 119 E. Solomon Street, Griffin, Georgia beginning at 9:00am with Chairman Clay Davis presiding. Commissioners Gwen Flowers-Taylor, and Ryan Bowlden were present at the meeting. Commissioner James Dutton arrived at 9:39am. Commissioner Reginald Watts was absent from meeting. Also present were the County Manager Dr. Steve Ledbetter, Deputy County Manager Erica Dye, County Attorney Stephanie Windham.

I. OPENING (CALL TO ORDER)

The meeting was called to order by Chair Clay Davis at 9:05am.

II. INVOCATION

Invocation led by Commissioner Gwen Flowers-Taylor

III. PLEDGE TO FLAG

The Pledge to the Flag led by Commissioner Ryan Bowlden

IV. AGENDA ITEMS

- 1. FY27 Budget Presentation- Fire Department/EMA**
Chief Mike Byrd presented the FY27 budget for the Fire Department and Chief Glenn Polk presented the FY27 budget for the Emergency Management Department.
- 2. FY27 Budget Presentation- Public Works & Public Grounds**
TJ Imberger Director of Parks, Public Grounds and Public Works and Kelly Carmichael, Director of Leisure Services, presented the FY27 budget for Parks, Public Grounds and Public Works.
- 3. FY27 Budget Presentation- E-911**

Interim Director of Spalding Communications E-911, Laloni Smith presented the FY27 budget for the E-911 department.

4. FY27 Budget Presentation- 800 MHZ Communications/Information Systems

Communication Systems Manager, Mike Windham presented the FY27 budget for Information Systems and 800 MHZ Communications.

5. FY27 Budget Presentation- Citizen Engagement

Citizen Engagement Specialist, Dr. Cherryl Burks presented the FY27 budget for Citizen Engagement department.

6. FY27 Presentation- Clerk of Court

Debbie Brooks, Clerk of State & Superior Court, presented the FY27 budget for Clerk of Court department.

7. FY27 Budget Presentation- Juvenile Court/Probation

Syble Jones, Chief Probation Officer/Clerk of Court and Juvenile Court Judge Stephen Ott presented the FY27 budget for Juvenile Court.

8. FY27 Budget Presentation- Correctional Institute/Janitorial

Item #8 was moved to Wednesday, April 1st agenda at 8:00am

V.ADJOURNMENT

Motion/Second by Gwen Flowers-Taylor/James Dutton to adjourn at 3:00pm.

Motion Passed: 4 – 0 (Commissioner Watts not present)

/s/ _____
Clay Davis, Chairman

/s/ _____
Steve Ledbetter, PhD, County Clerk



After-Agenda

Board of Commissioners - Special Called

Meeting April 1, 2026

9:00 AM

Room 108, Annex Building

The Spalding County Board of Commissioners held a Special Called Meeting on Wednesday, April 1, 2026, in Room 108 of the Spalding County Annex Building located at 119 E. Solomon Street, Griffin, Georgia beginning at 8:00am with Chairman Clay Davis presiding. Commissioners Gwen Flowers-Taylor and Commissioner Reginald Watts were in attendance. Commissioner James Dutton arrived at 8:06am and Commissioner Ryan Bowlden arrived at 1:00pm. Also present were the County Manager Dr. Steve Ledbetter, Deputy County Manager Erica Dye, County Attorney Stephanie Windham.

I. OPENING (CALL TO ORDER)

The meeting was called to order by Chair Clay Davis at 8:03am.

II. INVOCATION

Invocation led by Commissioner Gwen Flowers-Taylor

III. PLEDGE TO FLAG

The Pledge to the Flag led by Commissioner Reginald Watts

IV. AGENDA ITEMS

1. FY27 Budget Presentation - Correctional Institute/Janitorial Item #8 was moved to Wednesday, April 1st agenda at 8:00am

Spalding County Correctional Institute Warden Eric Sellars and Business Manager, Jennifer Warren presented the FY27 budget for the Correctional Institute and the Janitorial department.

2. FY27 Budget Presentation - Coroner

Mike Pryor, Spalding County Coroner and Laurie Littlejohn, Deputy Coroner, presented the FY27 budget for Coroner.

3. FY27 Budget Presentation - Library

Natalie Marshall, Executive Director for the Flint River Library System and Lauren Olgetree, Business Manager, presented the FY27 budget request for the library.

4. FY27 Budget Presentation - Board of Elections & Voter Registration

Kimberly Slaughter, Elections and Voter Registration Direction presented the FY27 budget for the Elections department.

5. FY27 Presentation- Leisure Services & Senior Nutrition

Kelly Carmichael, Director of Leisure Services and Horace Shivers, Deputy Director of Leisure Services, presented the FY27 budget for Leisure Services & Senior Nutrition department.

6. FY27 Budget Presentation - Construction/Building Maintenance

Lance Griffin, Construction & Maintenance Director, presented the FY27 budget for the Construction and Building Maintenance departments.

7. FY27 Budget Presentation - Probate Court

Probate Court Judge Kay Perdue presented the FY27 budget for Probate Court.

8. FY27 Budget Presentation - General Appropriations

Erica Dye, Deputy County Manager, presented the FY27 budget for General Appropriations (not including Building Maintenance).

Item #8 Land Bank Authority was moved to Item #9

9. FY27 Budget Presentation- Griffin - Spalding Land Bank Authority

Christopher Blocker, Land Bank Authority Manager Erica Dye, presented the FY27 budget request from the county for the Land Bank Authority.

V.ADJOURNMENT

Motion/Second by Gwen Flowers-Taylor/Reginald Watts to adjourn at 3:12pm.

Motion Passed: 4 – 0 (Commissioner Dutton not present, exited budget hearing at 1:23pm)

/s/ _____
Clay Davis, Chairman

/s/ _____
Steve Ledbetter, PhD, County Clerk



**After-Agenda
Board of Commissioners - Special Called
Meeting April 2, 2026
9:00 AM
Room 108, Annex Building**

The Spalding County Board of Commissioners held a Special Called Meeting on Thursday, April 2, 2026, in Room 108 of the Spalding County Annex Building located at 119 E. Solomon Street, Griffin, Georgia beginning at 9:00am with Chairman Clay Davis presiding. Commissioners Gwen Flowers-Taylor and Commissioner Reginald Watts were in attendance. Commissioner James Dutton arrived at 9:06am and Commissioner Ryan Bowlden arrived at 12:45pm. Also present were the County Manager Dr. Steve Ledbetter, Deputy County Manager Erica Dye, County Attorney Stephanie Windham.

I. OPENING (CALL TO ORDER)

The meeting was called to order by Chair Clay Davis at 9:04am.

II. INVOCATION

Invocation led by Commissioner Gwen Flowers-Taylor

III. PLEDGE TO FLAG

The Pledge to the Flag led by Commissioner Reginald Watts

IV. AGENDA ITEMS

1. FY27 Budget Presentation - Tax Commissioner

Spalding County Tax Commissioner Sylvia Hollums and Lynn Payton, Chief Deputy Tax Commissioner, the FY27 budget for the Tax Commissioner department.

2. FY27 Budget Presentation - Accountability Court

Accountability Court Judge Esary and Court Coordinator, Leslie Heffron presented the FY27 budget for Accountability Court.

3. FY27 Budget Presentation - Solicitor General

Eileen Sexton, Solicitor General Pro Tem presented the FY27 budget request for the Solicitor General.

4. FY27 Budget Presentation - Executive

Dr. Steve Ledbetter, County Manager and Erica Dye, Deputy County Manager, presented the FY27 budget for the Executive department.

5. FY27 Presentation - Animal Shelter

Vickie Hennessy, Spalding County Animal Care and Control Director, presented the FY27 budget for the Animal Shelter.

6. FY27 Budget Presentation - Finance

Erica Dye, Deputy County Manager, presented the FY27 budget for the Finance department.

7. FY27 Budget Presentation - Administration

Erica Dye, Deputy County Manager, presented the FY27 budget for the Administration department.

8. FY27 Budget Presentation - Human Resources

Miles Neville, Human Resources Director, presented the FY27 budget for the Human Resources department.

9. FY27 Budget Presentation - Code Enforcement

Code Enforcement Director, Luke Fletcher presented the FY27 budget for Code Enforcement.

10. FY27 Budget Presentation - Tax Assessors

Chief Appraiser, Betsy Bernier, presented the FY27 budget for the Tax Assessors department.

11. FY27 Budget Presentation - Cooperative Extension

Elizabeth McGregor, Spalding County 4-H Agent, presented the FY27 budget request for the Cooperative Extension office.

12. FY27 Budget Presentation - Public Defender

No presentation made and no changes to budget from prior year.

V. ADJOURNMENT

Motion/Second by James Dutton/Gwen Flowers-Taylor to adjourn at 1:45pm.

Motion Passed: 5 – 0

/s/ _____
Clay Davis, Chairman
County Clerk

/s/ _____
Steve Ledbetter, PhD,



**BOARD OF COMMISSIONERS - EXTRAORDINARY
SESSION**

Consider approval to surplus weapons forfeited to the Spalding County Sheriff's Office via court order, and weapons that currently are property of the Spalding County Sheriff's Office that have become obsolete or irreparable. These weapons will be properly disposed through trade to a licensed Federal Firearms Dealer.

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:

[2026 Agenda Weapons.doc](#)

[Property List for Disposition.pdf](#)

AGENDA ITEM
April 21, 2026

ITEM NUMBER: _____

ITEM SUMMARY:

Declare surplus, weapons that have been forfeited to the Spalding County Sheriff's Office via court order, and weapons that currently are property of the Spalding County Sheriff's Office that have become obsolete, or are irreparable, and have those weapons properly disposed of through trade to a licensed Federal Firearms Dealer.

SPECIAL CONSIDERATIONS OR CONCERNS:

This transaction will be for store credit with the FFL dealer and will be used for the purchase of equipment for the Spalding County Sheriff's Office. Confiscated/obsolete firearms are legally restricted and can either be destroyed or legally sold to Federal Firearms Licensed dealers that can also support Sheriff's Offices. While these firearms may not be sold to the general public, they may be sold to the public through a Federal Firearms Licensed dealer.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Net cost to the County is zero dollars.

ATTACHMENTS:

List of SO and confiscated weapons to declare surplus.

Submitted by:

Sheriff Darrell Dix

Approved by:

SPALDING COUNTY SHERIFF'S OFFICE

Case Id	Agency	Ctrl #	Class	Loc Status	Description	Make
(334 items)						
201516780	SCSO	79348	GUN	GED	SMITH & WESSON 9MM	SMITH&WESSON
201516780	SCSO	79349	GUN	GED	HIGHPOINT 380	HIGHPOINT
201715051	SCSO	18172	GUN	GED	BLACK & SILVER HANDGUN	SMITH & WESSON
201800132	SCSO	20491	GUN	GED	PISTOL - AUTOMATIC/SEMI-AUTO	TAURUS
201800132	SCSO	20492	AMMO	GED	MISCELLANEOUS	BLAZER
201801695	SCSO	44327	GUN	GED	NORTH AMERICAN ARMS .22 LONG RIFLE	
201802951	SCSO	45660	GUN	GED	.22 CALIBER REVOLVER	
201805814	SCSO	50439	GUN	GED	TAURUS 380	TAURUS
201807683	SCSO	51825	GUN	GED	GLOCK 19 9MM	GLOCK
201807683	SCSO	51826	GUN	GED	GLOCK 19X 9MM	GLOCK
201807953	SCSO	52193	GUN	GED	TAURUS .38 REVOLVER	TAURUS
201900033	SCSO	52505	GUN	GED	PISTOL-OTHER(INCL BLACKPOWDER)	SMITH & WESSON
201900407	SCSO	56831	GUN	GED	BB GUN	
201900525	SCSO	52935	GUN	GED	SMITH & WESSON BLACK .40 CAL	
201902826	SCSO	55350	GUN	GED	SMITH & WESSON 38 SPECIAL	
201902980	SCSO	55482	GUN	GED	TARUS MILLENIUM G2 9MM HANDGUN	
201902980	SCSO	55483	OTHR	GED	PRO MAG EXTENDED MAGAZINE	
201902980	SCSO	55484	OTHR	GED	MAGAZINE FOR TARUS 9MM	
201902980	SCSO	55485	AMMO	GED	33-9MM BULLETS	
201903071	SCSO	55492	GUN	GED	PFM 16 .45 BB GUN	
201903139	SCSO	57945	GUN	GED	TAURUS HANDGUN	TAURUS
201903173	SCSO	55566	GUN	GED	TAUTUS PTHI812 9MM	
201903173	SCSO	55567	OTHR	GED	MAGAZINE W/ 8 BULLETS (9MM)	
201903639	SCSO	55993	GUN	GED	RAVEN ARMS .25 CALIBER	
201903639	SCSO	55994	OTHR	GED	GUN MAGAZINE	
201903639	SCSO	55995	AMMO	GED	2-BULLETT .25	
201903841	SCSO	56299	GUN	GED	PHANTOM BB GUN	
201904164	SCSO	57387	AMMO	GED	GREEN AMMO CAN W/MULTIPLE MISC BULLETS	

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Case Id	Agency	Ctrl #	Class	Loc Status	Description	Make
201907875	SCSO	60230	GUN	GED	SUSPECTED WEAPON USED DURING INCIDENT	WALTER
201907875	SCSO	60231	GUN	GED	SPRINGFIELD XP40	SPRINGFIELD
201908485	SCSO	60199	GUN	GED	PISTOL - AUTOMATIC/SEMI-AUTO	BERETTA
201908828	SCSO	60292	GUN	GED	SILVER IN COLOR TITAN HANDGUN	
202000121	SCSO	60634	GUN	GED	HANDGUN WITH MAGAZINES	
202000144	SCSO	60554	GUN	GED	H&C .32 CAL REVOLVER W/5 ROUNDS	
202000302	SCSO	60728	GUN	GED	CLERK 22, T307018, HOLSTER, AMMUNITION	
202000722	SCSO	69523	GUN	GED	TAURUS 9MM PISTOL	
202000722	SCSO	69524	GUN	GED	TAURUS 9MM PISTOL	
202000870	SCSO	61175	GUN	GED	TAURUS G2	TAURUS
202001218	SCSO	61530	GUN	GED	PISTOL-OTHER(INCL BLACKPOWDER)	CHARTER
202001456	SCSO	61680	GUN	GED	FIREARMS	RAVEN ARMS
202001690	SCSO	61844	GUN	GED	BROWN SAWED OFF SHOTGUN	SAVAGE ARMS
202001911	SCSO	61921	GUN	GED	FIREARM AND AMMUNITION, RED POUCH	
202001959	SCSO	62277	GUN	GED	RUGER P345	RUGER
202003193	SCSO	63189	GUN	GED	SAVAGE MODEL 101 .22 CAL SN#66228	
202003549	SCSO	63201	GUN	GED	S&W M&P 9MM SERIAL HXU4992	SMITH AND WESSO
202003874	SCSO	63426	GUN	GED	HANDGUN	GLOCK
202003874	SCSO	63427	GUN	GED	HANDGUN	SMITH N WESSON
202003874	SCSO	63428	GUN	GED	GUN PARTS (CLIP, HOLSTER, ETC.)	
202004104	SCSO	63843	GUN	GED	SILVER AND BLACK REVOLVER	
202004104	SCSO	63844	GUN	GED	BLACK AND SILVER HANDGUN	
202004140	SCSO	63728	GUN	GED	HANDGUN	MOD RG
202004258	SCSO	63877	GUN	GED	HANDGUN	RUGER
202004337	SCSO	63911	GUN	GED	HIPOINT MODEL JCP .40 CAL S/N X788617	
202004942	SCSO	64637	GUN	GED	RUGER SECURITY 9	RUGER
202005258	SCSO	64885	GUN	GED	.32 CALIBER HANDGUN	
202005691	SCSO	65118	GUN	GED	PISTOL - REVOLVER	COLT
202005691	SCSO	65119	AMMO	GED	GUN PARTS (CLIP, HOLSTER, ETC.)	
202005691	SCSO	65120	AMMO	GED	GUN PARTS (CLIP, HOLSTER, ETC.)	
202005717	SCSO	65223	GUN	GED	MAGAZINE, BULLET, CASING, TAURUS HANDGUN	TAURUS
202005884	SCSO	65323	GUN	GED	TUARUS 9MM	TAURUS
202005894	SCSO	65313	GUN	GED	LORCIN 9MM	LORCIN

Case Id	Agency	Ctrl #	Class	Loc Status	Description	Make
202005949	SCSO	65486	GUN	GED	PISTOL - AUTOMATIC/SEMI-AUTO	HI-POINT
202005992	SCSO	65522	GUN	GED	PHONIX ARMS, 25 CAL HANDGUN	PHOENIX ARMS
202006004	SCSO	65524	AMMO	GED	7 9MM ROUNDS	
202006004	SCSO	65525	GUN	GED	TAURUS 9MM	
202006004	SCSO	65526	GUN	GED	9 MM MAGAZINE	
202006229	SCSO	65796	GUN	GED	SCCY 9MM SERIAL # 642089	SCCY
202006617	SCSO	66075	GUN	GED	PISTOL - AUTOMATIC/SEMI-AUTO	RUGER
202100138	SCSO	66233	GUN	GED	SMITH AND WESSON HANDGUN	
202100262	SCSO	66327	GUN	GED	RUGER 40 CALIBER HANDGUN	RUGER
202100289	SCSO	66324	GUN	GED	BLACK FIREARM	TAURUS
202100353	SCSO	66409	GUN	GED	TAURUS PT111 PRO	TAURUS
202100477	SCSO	67036	GUN	GED	RUGER 9MM HANDGUN W/ MAG & BULLETS	RUGER
202100861	SCSO	66993	GUN	GED	GLOCK 23 40 CALIBER SCRATCHED S/N	GLOCK
202101252	SCSO	67434	GUN	GED	HIGHPOINT 9MM HANDGUN	HIGHPOINT
202101812	SCSO	68119	GUN	GED	KEL TEC 9MM	
202101848	SCSO	67958	GUN	GED	NORTH AMERICAN ARMS .22 MAGNUM	NORTH AMERICAN
202101860	SCSO	67938	GUN	GED	TAURUS PT-22 S/N 66987Z	
202101914	SCSO	68277	GUN	GED	PISTOL AND LOADED MAGAZINE	FIE CORP
202102485	SCSO	68731	GUN	GED	JIMENEZ ARMS J.A. 380 HANDGUN	JIMENEZ
202102732	SCSO	68932	GUN	GED	INTERARMS REVOLVER	INTERARMS
202102997	SCSO	69138	GUN	GED	HANDGUN	TAURUS
202103112	SCSO	69253	GUN	GED	PISTOL - AUTOMATIC/SEMI-AUTO	HIGH POINT
202103268	SCSO	69381	GUN	GED	HANDGUN	GLOCK
202103522	SCSO	69578	GUN	GED	SCCY 9MM CPX-2 W/ MAGAZINE AND AMMO	SCCY
202103565	SCSO	69618	GUN	GED	SMITH&WESSON 9MM HANDGUN	SMITH&WESSON
202103627	SCSO	69675	GUN	GED	SMITH AND WESSON SHIELD 9MM WITH MAGS	SMITH&WESSON
202103627	SCSO	69683	GUN	GED	BROWNING .380 1911 PISTOL AND MAGAZINE	BROWNING
202103627	SCSO	69684	GUN	GED	RUGER P90 .45 CAL PISTOL AND MAGAZINE	RUGER
202103664	SCSO	69735	GUN	GED	RUGER	
202103723	SCSO	69818	GUN	GED	38 REVOLVER	
202103745	SCSO	70347	GUN	GED	SMITH & WESSON SD40VE	SMITH&WESSON
202103745	SCSO	70348	GUN	GED	AERO PRECISION X15	AERO PRECISION
202103745	SCSO	70350	GUN	GED	STEVENS SAVAGE ARMS 16 GAUGE SHOTGUN	

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Case Id	Agency	Ctrl #	Class	Loc Status	Description	Make
202103797	SCSO	69871	GUN	GED	TAURUS 9MM PT111 G2A W/ 2 LOADED MAGS	
202103810	SCSO	69877	GUN	GED	PISTOL - AUTOMATIC/SEMI-AUTO	TAURUS
202103860	SCSO	69915	AMMO	GED	TWO 9MM ROUNDS	
202103860	SCSO	69916	GUN	GED	CHIAPPA FIREARMS SERIAL#T6368-13	
202103957	SCSO	69966	GUN	GED	BOND ARMS ROUGHNECK 9MM	BOND ARMS
202103957	SCSO	69967	GUN	GED	RUGER WRANGLER .22 REVOLVER	RUGER
202103986	SCSO	69973	GUN	GED	LORCIN L9 9MM HANDGUN	LORCIN
202104126	SCSO	70235	GUN	GED	GLOCK 19 9MM	GLOCK
202104161	SCSO	70278	GUN	GED	HIPOINT 380 HANDGUN	HIPOINT
202104218	SCSO	70408	GUN	GED	PISTOL, MAGAZINE, AND 3 BULLETS	S&W
202104301	SCSO	70493	GUN	GED	LIGHT BLUE/BLACK RUGER GUN .380	RUGER
202104427	SCSO	70560	GUN	GED	RUGER 9MM SILVER/BLK HANDGUN	RUGER
202104668	SCSO	70679	GUN	GED	TAURUS 709 SLIM 9MM PISTOL	TAURUS
202104668	SCSO	70679	AMMO	GED	3 9MM BULLETS	
202104717	SCSO	70740	GUN	GED	SCCY 9MM HANDGUN	SCCY
202104974	SCSO	70822	GUN	GED	RUGER EC9S 9MM HANDGUN	
202105031	SCSO	70878	GUN	GED	COBRA MODEL CA-380 HANDGUN	COBRA FNT
202105069	SCSO	70899	GUN	GED	BROKEN SHOTGUN NO S/N (BOOKBAG J. MORGAN	AMERICAN GUN CO
202105145	SCSO	70988	GUN	GED	PHOENIX ARMS HP22 PISTOL WITH MAG	PHOWNIX
202105145	SCSO	70993	GUN	GED	FEG PA63 9MM PISTOL	FEG
202105325	SCSO	71057	GUN	GED	SMITH & WESSON 9MM SD9VE	SMITH & WESSON
202105433	SCSO	71210	GUN	GED	.22 MAG REVOLVER	ROHM
202105494	SCSO	71231	GUN	GED	SCCY CPX2 9MM HANDGUN	SCCY
202105798	SCSO	71462	GUN	GED	TAURUS 357 REVOLVER	TAURUS
202106001	SCSO	71596	GUN	GED	SMITH & WESSON SD40VE .40 CAL HANDGUN	SMITH&WESSON
202106001	SCSO	71597	GUN	GED	TAURUS PT111G2A 9MM HANDGUN	TAURUS
202110024	SCSO	84248	GUN	GED	GLOCK 27 HANDGUN	GLOCK
202110024	SCSO	84249	GUN	GED	GLOCK MODEL 45 PISTOL	GLOCK
202200107	SCSO	72520	GUN	GED	SCCY 9MM PISTOL W/MAG AND TRIGGER SAFETY	SCCY
202200138	SCSO	72522	GUN	GED	PISTOL - AUTOMATIC/SEMI-AUTO	TAURUS
202200138	SCSO	72523	AMMO	GED	9MM AMMUNITION	
202200186	SCSO	72579	GUN	GED	TAURUS PISTOL WITH MAGAZINE	TAURUS
202200218	SCSO	72668	GUN	GED	RUSTED HANDGUN NO ID MARKS	

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202200218	SCSO	72669	GUN	GED	DAVIS INDUSTRIES 380 HANDGUN	DAVIS IND
202200303	SCSO	72696	GUN	GED	RG .22 REVOLVER	RG
202200357	SCSO	72711	GUN	GED	HIPOINT C9 9MM PISTOL	
202200383	SCSO	72672	GUN	GED	GLOCK 37 .45 CALIBER HANDGUN	GLOCK
202200383	SCSO	72673	GUN	GED	GLOCK 22 .40 CALIBER HANDGUN	GLOCK
202200535	SCSO	72854	GUN	GED	ROSSI .38 SPL REVOLVER	ROSSI
202200804	SCSO	73044	GUN	GED	S&W REVOLVER	
202200993	SCSO	73138	GUN	GED	RAVEN ARMS MP25 HANDGUN	RAVEN ARMS
202201190	SCSO	73304	GUN	GED	FIRESTORM 22 CALIBER PISTOL	FIRESTORM
202201190	SCSO	73305	GUN	GED	GLOCK 21 .45 CALIBER PISTOL	GLOCK
202201248	SCSO	73341	GUN	GED	SMITH & WESSON REVOLVER .38 CALIBER	SMITH&WESSON
202201257	SCSO	73331	GUN	GED	SCCY CPX-2 9MM HANDGUN GREEN IN COLOR	SCCY
202201263	SCSO	73342	GUN	GED	BLK HANDGUN (SKY CPX2)	
202201353	SCSO	73397	GUN	GED	1911, MAGAZINE, 1 BULLET	REM
202201411	SCSO	73443	GUN	GED	GLOCK 19 9MM	GLOCK
202201475	SCSO	73480	GUN	GED	BROWNING ARMS .25 CALIBER HANDGUN	BROWNING ARMS
202201493	SCSO	73474	GUN	GED	GLOCK 30 .45 CALIBER HANDGUN	GLOCK
202201584	SCSO	73543	GUN	GED	RUGER .380 HANDGUN	RUGER
202201749	SCSO	73978	GUN	GED	RG 38 CAL REVOLVER	RG
202201749	SCSO	73979	GUN	GED	GLOCK 23, 40 CAL PISTOL	GLOCK
202201943	SCSO	73972	GUN	GED	SMITH AND WESSON	SMITH AND WESSO
202201950	SCSO	73964	GUN	GED	PISTOL - AUTOMATIC/SEMI-AUTO	PHOENIX ARMS
202201970	SCSO	74185	GUN	GED	GUN IN PLASTIC BAG BROKEN APART	
202202022	SCSO	74187	GUN	GED	9MM HANDGUN	SCCY
202202050	SCSO	74191	GUN	GED	ROCK ISLAND HANDGUN 38	ROCK ISLAND
202202709	SCSO	74858	GUN	GED	PHOENIX ARMS RAVEN 25 AUTO HANDGUN	PHOENIX ARMS
202202741	SCSO	74903	GUN	GED	WALTHER P 22 HANDGUN	WALTHER
202202902	SCSO	75092	GUN	GED	SARSILMAZ B6C 9MM PISTOL WITH MAG	SARSILMAZ
202203093	SCSO	75217	GUN	GED	SMITH & WESSON 357 MAGNUM REVOLVER	SMITH&WESSON
202203204	SCSO	76018	OTHR	GED	MACHETE	
202203225	SCSO	75659	GUN	GED	H&R MODEL 732 REVOLVER	H&R
202203325	SCSO	75418	GUN	GED	KELTEC HANDGUN	KELTEC
202203336	SCSO	75432	GUN	GED	KELTEC HANDGUN NO S/N	KELTEC

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Case Id	Agency	Ctrl #	Class	Loc Status	Description	Make
202203400	SCSO	75523	GUN	GED	SMITH AND WESSON SD40VE	SMITH AND WESSO
202203440	SCSO	75563	GUN	GED	TAURUS G2C 9MM HANDGUN	TAURUS
202203487	SCSO	75635	GUN	GED	TAURUS G2C 9MM HANDGUN	TAURUS
202203494	SCSO	75630	GUN	GED	TAURUS 9MM HANDGUN	TAURUS
202203494	SCSO	75631	GUN	GED	SMITH & WESSON M&P SHEILD 9MM HANDGUN	SMITH&WESSON
202203528	SCSO	75669	GUN	GED	SMITH & WESSON M&P SHEILD	SMITH&WESSON
202203544	SCSO	75662	GUN	GED	SMITH & WESSON M&P SHEILD HANDGUN	SMITH&WESSON
202203592	SCSO	75680	GUN	GED	SMITH&WESSON .40 HANDGUN	SMITH&WESSON
202203599	SCSO	75682	GUN	GED	GLOCK .43 9MM HANDGUN	GLOCK
202203781	SCSO	81359	GUN	GED	SCCY 9MM	
202203855	SCSO	75852	GUN	GED	GLOCK 22 40 CAL	GLOCK
202203903	SCSO	75878	GUN	GED	BERRETA MODEL 92FS 9MM HANDGUN	BERRETTA
202203937	SCSO	76012	GUN	GED	TAURUS 9MM HANDGUN	TAURUS
202204024	SCSO	76069	GUN	GED	HIPOINT MODLE JHP	HIPOINT
202204024	SCSO	76078	OTHR	GED	BROWN /GOLD SWORD IN BLK SHEATH	
202204024	SCSO	76079	OTHR	GED	BLK SWORD IN BLK SHEATH	
202204118	SCSO	76472	GUN	GED	RAVEN ARMS MP-25	RAVEN ARMS
202204124	SCSO	76485	GUN	GED	AIR PISTOL/RG24 REVOLVER	
202204141	SCSO	76119	GUN	GED	SMITH & WESSON .38 SPECIAL REVOLVER	SMITH&WESSON
202204170	SCSO	76139	GUN	GED	RUGER P90 .45 CALIBER HANDGUN	RUGER
202204197	SCSO	76249	AMMO	GED	BOX OF 20 GUAGE SHOTGUN SHELLS	
202204302	SCSO	76333	GUN	GED	RUGER .380 W/ MAG NO SERIAL NUMBER	
202204313	SCSO	76834	GUN	GED	BERSA SA 9MM PISTOL W/ MAG	
202204359	SCSO	76373	GUN	GED	RAVEN ARMS MODEL MP-25	RAVEN ARMS
202204531	SCSO	76548	OTHR	GED	KATANA SWORD W/ SHEATH	
202204531	SCSO	76550	OTHR	GED	DAGGER W/ SHEATH	
202204531	SCSO	76551	GUN	GED	BEEMAN AIR RIFLE	
202204531	SCSO	76553	OTHR	GED	MACHETES	
202204531	SCSO	76557	OTHR	GED	TWO KNIVES IN SHEATS	
202204546	SCSO	76599	GUN	GED	TAURUS MILLENNIUM 9MM HANDGUN	TAURUS
202204602	SCSO	76644	GUN	GED	SMITH&WESSON SD9VE	SMITH&WESSON
202204753	SCSO	76673	GUN	GED	SPESCO .22 CAL REVOLVER	
202204755	SCSO	76692	GUN	GED	RUGER EC9S HANDGUN	RUGER

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202204905	SCSO	76750	GUN	GED	TAURUS G2C	TAURUS
202205349	SCSO	77023	TOOL	GED	MACHETE W/ BLK HANDLE (18 INCHES)	
202205932	SCSO	77499	GUN	GED	RUGER HANDGUN SR9C	RUGER
202206019	SCSO	77460	GUN	GED	GLOCK 19 9MM HANDGUN W/ MAGAZINE	GLOCK
202206146	SCSO	77551	GUN	GED	SOCIT FILLI-BRESCIO CAL .25 MOD 635	SOCIT
202206146	SCSO	77552	GUN	GED	JENNINGS J22 LONG RIFLE	JENNINGS J22
202206328	SCSO	77669	GUN	GED	TAURUS G2C 9MM HANDGUN	TAURUS
202206428	SCSO	77721	GUN	GED	GLOCK 45 9MM W/ MAGAZINE	
202206462	SCSO	77731	GUN	GED	GLOCK 45	GLOCK
202206504	SCSO	77777	GUN	GED	H&R MODEL 939 22 CAL REVOLVER	H&R
202206557	SCSO	77864	GUN	GED	RUGER P-89 PISTOL	RUGER
202206615	SCSO	77868	GUN	GED	TAURUS G3C 9MM HANDGUN	TAURUS
202206941	SCSO	78077	GUN	GED	GLOCK 42 .380 PISTOL	GLOCK
202207037	SCSO	78148	GUN	GED	BLACK RUGER SR9C	RUGER
202207733	SCSO	78566	GUN	GED	SMITH AND WESSON 38 SPL REVOLVER	SMITH AND WESSO
202300101	SCSO	78597	GUN	GED	PURPLE/BLACK TAURUS SPECTRUM	TAURUS
202300959	SCSO	79238	GUN	GED	JIMENEZ ARMS	JIMENEZ ARMS
202300996	SCSO	79291	GUN	GED	SCCY CPX1 HANDGUN	SCCY
202301054	SCSO	79335	GUN	GED	TAURUS .380 RED/WHITE	
202301155	SCSO	79443	GUN	GED	BERETTA PX4 STORM HANDGUN	BERETTA
202301369	SCSO	79533	GUN	GED	BLACK TAURUS 9MM	TAURUS
202301389	SCSO	79570	GUN	GED	GLOCK HANDGUN	GLOCK
202301478	SCSO	79644	GUN	GED	GLOCK 9MM HANDGUN	GLOCK
202301662	SCSO	79845	GUN	GED	ROCK ISLAND ARMORY 45 CAL PISTOL	
202301670	SCSO	79729	AMMO	GED	22 HOLLOWPOINT ROUNDS	WINCHESTER
202301723	SCSO	79875	PROJ	GED	AMMO	
202301723	SCSO	79876	GUN	GED	PISTOL	
202301747	SCSO	80263	GUN	GED	SMITH AND WESSON MODEL 60 REVOLVER	SMITH AND WESSO
202301859	SCSO	80068	GUN	GED	SCCY 9MM SERIAL#C3311010	SCCY
202301865	SCSO	80063	GUN	GED	TAN/BLK BERETTA HANDGUN	
202301895	SCSO	80103	GUN	GED	GUN	
202302047	SCSO	80231	GUN	GED	BROWN / BLACK PELLET PISTOL	
202302086	SCSO	80203	GUN	GED	SCCY HANDGUN	

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Case Id	Agency	Ctrl #	Class	Loc Status	Description	Make
202302321	SCSO	80447	GUN	GED	FIREARM	RUGER
202302321	SCSO	80448	GUN	GED	FIREARM MAGAZINE	RUGER
202302321	SCSO	80449	GUN	GED	AMMUNITION	SPEER
202302362	SCSO	80462	GUN	GED	SCCY 9MM HANDGUN	
202302611	SCSO	80883	GUN	GED	PK380 HANDGUN	
202302611	SCSO	80888	GUN	GED	.22 DERRINGER PISTOL NORTH BEDROOM	
202302611	SCSO	80889	GUN	GED	RAVEN ARMS .25 NORTH BEDROOM	
202302611	SCSO	80892	GUN	GED	HERITAGE .22 REVOLVER	
202302661	SCSO	80662	GUN	GED	PELLELT RIFLE	
202302672	SCSO	80669	OTHR	GED	TIRE TOOL	
202302812	SCSO	80793	OTHR	GED	COMPOUND BOW	
202303122	SCSO	81465	GUN	GED	JIMENEZ HANDGUN	
202303122	SCSO	81466	GUN	GED	TAURUS HANDGUN	
202303401	SCSO	81178	GUN	GED	SCCY 9MM W/ MAG AND AMMO	
202303401	SCSO	81183	GUN	GED	GLOCK 22 40 CAL W/ MAG AND AMMO	
202303464	SCSO	81230	GUN	GED	GLOCK 19	
202303731	SCSO	81382	GUN	GED	GLOCK 23 40 CAL	
202303828	SCSO	81501	GUN	GED	GLOCK 45 9MM	
202303898	SCSO	81613	GUN	GED	GUN	
202303900	SCSO	83652	GUN	GED	TAURUS 1911 HANDGUN	TAURUS
202304086	SCSO	81681	GUN	GED	GLOCK .23 40 CAL	
202304431	SCSO	81866	GUN	GED	GLOCK 22 AND GLOCK 21 HANDGUNS	GLOCK
202304623	SCSO	82106	GUN	GED	BLACK 22 CALIBER RIFLE	
202304691	SCSO	82090	GUN	GED	GLOCK 17 GEN 5	GLOCK
202304994	SCSO	82216	GUN	GED	BLK/GOLD HANDGUN	
202305041	SCSO	82225	GUN	GED	1 TAN AND BLACK IN COLOR GLOCK 19	GLOCK
202305041	SCSO	82226	GUN	GED	BLACK AND CAMO GLOCK 19	GLOCK
202305118	SCSO	82263	GUN	GED	TAURUS 9MM HANDGUN	
202305150	SCSO	82352	GUN	GED	SCCY 9MM HANDGUN	
202305150	SCSO	82361	GUN	GED	SPRINGFIELD XD-9 PISTOL	SPRINGFIELD ARM
202305150	SCSO	82362	GUN	GED	TAURUS PT140 .40 CAL PISTOL	TAURUS
202305817	SCSO	82740	GUN	GED	GLOCK 22 40 CAL	
202305902	SCSO	82799	GUN	GED	GUN	

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202305959	SCSO	82842	GUN	GED	GRY/BLACK "GLOCK" CO2 GUN	
202306103	SCSO	82951	OTHR	GED	3 METAL POLES	
202306116	SCSO	83003	GUN	GED	20 GAUGE BREAK ACTION SHOTGUN	
202306272	SCSO	83094	GUN	GED	SMITH & WESSON SD9VE HANDGUN	SMITH AND WESSO
202306272	SCSO	83095	GUN	GED	TAURUS G2C 9MM HANDGUN	TAURUS
202306279	SCSO	83105	GUN	GED	TAURUS REVOLVER	TAURUS
202306415	SCSO	83340	TOOL	GED	SHOVEL	
202306600	SCSO	83943	OTHR	GED	MAGAZINES FOR GLOCK PISTOL	
202306600	SCSO	83944	GUN	GED	GLOCK MODEL 22 W/MAG & LIGHT	GLOCK
202306619	SCSO	83196	GUN	GED	SAVAGE .22 RIFLE WITH MAGAZINE	
202306751	SCSO	83262	GUN	GED	SCCY CPX-2 9MM	
202306797	SCSO	83359	GUN	GED	TAURUS PT111G2 9MM PISTOL	
202306857	SCSO	83379	GUN	GED	HIGHPOINT 9MM	
202306960	SCSO	83532	GUN	GED	HI POINT HANDGUN	
202400245	SCSO	83701	GUN	GED	RUGER 380 HANDGUN	RUGER
202400257	SCSO	83733	GUN	GED	GLOCK HANDGUN	GLOCK
202400300	SCSO	83763	GUN	GED	GLOCK 19 9MM HANDGUN	GLOCK
202400342	SCSO	88414	GUN	GED	GLOCK 23 HANDGUN	GLOCK
202400361	SCSO	83809	GUN	GED	GLOCK 29 GEN 4	GLOCK
202400507	SCSO	83915	GUN	GED	SCCY HANDGUN	SCCY
202400507	SCSO	83916	OTHR	GED	MAGAZINE W/ AMMO	
202400677	SCSO	84056	GUN	GED	MILLENIAL G2 9MM HANDGUN	
202400975	SCSO	84243	GUN	GED	GLOCK 19	GLOCK
202401331	SCSO	84494	OTHR	GED	WOODEN HANDLE W/ BLK GRIP	
202401650	SCSO	84849	GUN	GED	SPRINGFIELD ARMORY XD9 PISTOL WITH MAGAZ	SPRINGFIELD
202402550	SCSO	85862	GUN	GED	SHOTGUN	
202402678	SCSO	85860	OTHR	GED	SWORD	
202402696	SCSO	85844	OTHR	GED	KNIVES, AMMO, GUN PARTS	
202402746	SCSO	85851	GUN	GED	BLACK IN COLOR 9MM PISTOL	
202403041	SCSO	86061	GUN	GED	TAURUS 9MM SEMI AUTO HANDGUN	TAURUS
202403083	SCSO	85990	GUN	GED	NEW ENGLAND PARDNER SB1 12 GAUGE SHOTGUN	NEW ENGLAND
202403083	SCSO	85991	OTHR	GED	FIRED 12 GUAGE SHOTSHELL	
202403463	SCSO	86271	GUN	GED	SIG SAUR	

Case Id	Agency	Ctrl #	Class	Loc Status	Description	Make
202403483	SCSO	86292	OTHR	GED	BB GUN	
202403886	SCSO	86497	GUN	GED	CHARTER ARMS 38 SPL	CHARTER ARMS
202404132	SCSO	87217	GUN	GED	COLT DIAMONDBACK 38 REVOLVER	
202404132	SCSO	87218	GUN	GED	TITAN TIGER 38 REVOLVER	
202404132	SCSO	87219	GUN	GED	RUGER LCP HANDGUN	
202404165	SCSO	86699	OTHR	GED	WOODEN CANE	
202404680	SCSO	86973	GUN	GED	RUGER E09S	RUGER
202404680	SCSO	86974	GUN	GED	RUGER LPC & SMITH & WESSON HW3	RUGER
202404779	SCSO	87044	GUN	GED	VALOR ARMS REVOLVER	VALOR ARMS
202405088	SCSO	87519	GUN	GED	9MM HANDGUN (UNKNOWN MAKE/MODEL)	
202405393	SCSO	87525	TOOL	GED	PRY BAR, PLIERS, SLIM JIM, AIR BLADDER	
202406117	SCSO	88000	GUN	GED	GLOCK MODEL 23 W/ MAG AND AMMO	GLOCK
202406469	SCSO	88195	GUN	GED	SCCY CPX-1 9MM PISTOL W/MAG AND AMMO	SCCY
202406607	SCSO	88198	GUN	GED	TAURUS G3C 9MM HANDGUN	TAURUS
202500521	SCSO	88531	OTHR	GED	SWORD	
202500839	SCSO	88713	GUN	GED	RUGER EC9S W/MAG AND AMMO	RUGER
202500873	SCSO	88718	GUN	GED	AMT BACKUP HANDGUN	AMT
202501069	SCSO	88860	GUN	GED	38 SPECIAL REVOLVER	
202501671	SCSO	89196	GUN	GED	DERINGER 38 SPECIAL	
202501951	SCSO	89437	GUN	GED	S&W M&P 40CAL	
202502190	SCSO	89567	GUN	GED	KEL-TEC .380	
202503476	SCSO	90801	OTHR	GED	METAL PIPE	
202503812	SCSO	90803	GUN	GED	GLOCK MODEL 36 W/MAG AND AMMO	GLOCK
202503812	SCSO	90804	AMMO	GED	3 45 AUTO CARTRIDGE CASING	
202504178	SCSO	90859	OTHR	GED	SHELL CASING	
202504285	SCSO	90929	AMMO	GED	AMMO & MAGAZINE SPRING	
202504314	SCSO	90828	GUN	GED	RUGER MAX-9MM PISTOL W/ MAG AND 7 BULLET	RUGER
202504472	SCSO	91058	GUN	GED	SMITH & WESSON BG38 REVOLVER W/AMMO	SMITH AND WESSO
202504481	SCSO	90946	GUN	GED	S&W 40 CALIBER HANDGUN	S&W
202504498	SCSO	90945	GUN	GED	KELTEC 380 CAL	KELTEC
202504584	SCSO	90997	GUN	GED	S&W M&P 9MM	
202505341	SCSO	91452	GUN	GED	TAURUS G2C 9MM	
202505720	SCSO	91702	GUN	GED	32 CAL REVOLVER	

09

Case Id	Agency	Ctrl #	Class	Loc Status	Description	Make
202506249	SCSO	92053	OTHR	GED	SHELL CASING	
202506351	SCSO	92073	GUN	GED	GLOCK 22 PISTOL	GLOCK
202506881	SCSO	92511	OTHR	GED	KNIFE	
202507361	SCSO	92685	GUN	GED	22 CAL NORTH AMERICAN ARMS	
430118212	SCSO	83398	GUN	GED	SCCY OMM HANDGUN	

AUCT (35 items)

DEST (8 items)

OTHE (31 items)

RTO (3 items)

SOLD (2 items)



Consider request (Nun Pro Tunc) of the FY2025 State Homeland Security Program (SHSP) grant for \$14,928.00 to build and enhance capabilities in Homeland Security.

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:



**Consider (Nun Pro Tunc) request for approval of the FY23 COSSUP
supplemental funding in the amount of \$8,400**

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:

[Supplemental Award.docx_Spalding County - N51-8-014_\(003\).pdf](#)

**OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL
SUPPLEMENTAL SUBGRANT AWARD
FY 2023 COMPREHENSIVE OPIOD, STIMULANT, AND SUBSTABCE USE PROGRAM (COSSUP)**

SUBGRANTEE: Spalding County BOC	ORIGINAL FEDERAL FUNDS: \$23,340
IMPLEMENTING AGENCY: Spalding County (Fire)	SUPPLEMENTAL FEDERAL FUNDS: \$8,400
PROJECT NAME: COSSUP	TOTAL FEDERAL AWARD: \$31,740
SUBGRANT NUMBER: N51-8-014	GRANT PERIOD: 10/01/24-09/30/26


This Award is hereby made in the amount and for the period shown above for a grant under the Comprehensive Addiction Recovery Act of 2016 (CARA), as amended, Public Law 114-198.

The award is made in accordance with the plan set forth in the application of the subgrantee and subject to any attached special conditions.

The subgrantee has agreed through the executed copy of certified assurances to be subject to all applicable rules, regulations and conditions of the Comprehensive Addiction Recovery Act of 2016 (CARA) (Public Law 114-198), and codified at 34 U.S.C. § 10701. This subgrant shall become more effective on the beginning date of the grant period, provided that within thirty (30) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

SUBGRANTEE APPROVAL



Jay Neal, Executive Director
Criminal Justice Coordinating Council

Signature of Authorized Official

Date Executed: 04/15/2026

Clay Davis, Chairman

Typed Name & Title of Authorized Official

58-6000886

Employer Tax Identification Number (EIN)



BOARD OF COMMISSIONERS - EXTRAORDINARY SESSION

Consider out of state motor coach request.

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

Makin' Tracks Travel Club (MTTC) is requesting to take the motor coach on an out of state trip to Wind Creek Casino on June 18, 2026.

The new motor coach policy does not take effect until July 1, 2026.

Fiscal Impact / Funding Source

User fees will cover costs.

STAFF RECOMMENDATION

Approval

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

ATTACHMENTS:

[Motor coach trip request for 6-18-2026.pdf](#)

[Motorcoach Policy July 2025.pdf](#)



Spalding County
Motor Coach Reservation Form

(Please Print)
Organization name: Makin' Tracks Travel Club
Contact person: Mark Weaver
Address: 406 Terracedale Ct Griffin, Ga 30224
Phone: (W) _____ (C) 404-993-7266
(H) _____ (E-mail) tladdi@comcast.net

Departure Date: June 18, 2026 Departure Time: 8:30 AM
Departing from: Spalding County Senior Center
Return Date: June 18, 2026 Return Time: 8:30 PM
Destination with address: Wind Creek Casino 100 River Oaks Dr Wetumpka, AL 36092
Estimated round trip mileage: 320
Cost calculations: \$ \$870.48 (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: Mark Weaver
Address: 406 Terracedale Ct Griffin, Ga 30224
Phone: (C) 404-993-7266 (E-mail) tladdi@comcast.net
Emergency Contact: Jennifer Perry, Daughter (C) 678-588-0877

For office use:
Date received request: 03/23/26 by: AB
Mileage Confirmed: _____ Fee: _____
Operator scheduled: Joseph Tugue Phone: _____
Approval Memo submitted: _____
Notes: BUC approves all out of state trip requests, per policy
[Signature] 5/23/26
Signature Date
I agree to and understand the above Senior Center Bus Use Guidelines and the Reservation Form

Spalding

Motorcoach Trip Cost Calculator (Required for all trips)

Trip destination: Wind Creek Casino Date(s): June 18, 2026

Group Name: Makin' Tracks Travel Club

Itinerary and Tours: Wind Creek Casino - Wetumpka, AI, with parking on site

***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	8:30 AM	8:30 PM	14	320
Day 2				
Day 3				
Day 4				
Day 5				

Total Trip Hours = 14 Total Trip Mileage = 320

Cost Calculator:

- a. Total Trip Hours 14 X \$31 (Staff) = \$434.00
- b. Total Miles 320 ÷ 9 miles per gallon = 36
- c. (Total of b.) 36 X 5.18 (Diesel cost per gallon) = \$186.48
- d. \$250 Usage Maintenance Fee X number of days 1 = \$250.00
- e. Total due to Spalding County = \$870.48

*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 2025

User Groups

- Senior Center 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 current cost of Diesel fuel, Operator's wage, and a usage fee.
- 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 Senior Center Supervisor 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 = _____

Cost Calculator:

- a. Total Trip Hours _____ X \$31 (Staff) = _____
- b. Total Miles _____ ÷ 9 miles per gallon = _____
- c. (Total of b.) _____ X _____ (Diesel cost per gallon) = _____
- d. \$250 Usage Maintenance Fee X number of days _____ = _____
- e. 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 - EXTRAORDINARY SESSION

Consider Approval of Sentence Enforcement Contracts

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:

- [Superior Court Contract.pdf](#)
- [Magistrate Court Contract.pdf](#)
- [State Court Contract.pdf](#)

SPALDING COUNTY SENTENCE ENFORCEMENT

Governmental Probation Services Agreement

This Agreement is made by and between Spalding County, hereinafter called "County" and the Superior Court of Spalding County, Georgia hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SCOPE OF SERVICES AND RESPONSIBILITIES OF PROBATION SERVICES

In consideration of the obligations of the Court or governing authority, the County shall provide the following services.

A. Responsibilities of Probation Services

1.) Compliance with Statutes and Rules. The County shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the Department of Community Supervision.

2.) Records and Confidentiality. The County shall create and maintain individual files for each offender receiving services from the County in accordance with this Agreement. These records, files and papers shall be available only to the judge of the court handling the case, the Department of Audits and Accounts, the Department of Community Supervision and upon transfer of probation supervision to the State, to the Georgia Department of Corrections. The County shall provide MPOU and the court with quarterly reports as outlined and in accordance with O.C.G.A 42-8-108 and O.C.G.A. 42-8-109.2. The County shall maintain paper files for three (3) years after the case is closed. All paper files and records shall thereafter be destroyed.

3.) Financial Records. The County shall maintain financial records according to generally accepted accounting practices.

4.) Employee Qualifications and Training. The County shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the assigned caseload.

(a) Individual qualifications will meet or exceed the standards established by the Georgia Department of Community Supervision Misdemeanor Probation Oversight Unit; hereafter called "MPOU", particularly as outlined in MPOU board rule 105-2-.09 and 105-2-.12. All Employees

shall comply with the orientation and continuing education training required per annum by MPOU and the Georgia Peace Officer Standards and Training Council, hereafter called "POST". No person convicted of a felony, or a disqualifying misdemeanor will be employed by the County for the purpose of providing probation services.

b) Every probation officer shall be required to obtain 40 hours of initial orientation training as set forth below provided that the 40-hour initial orientation shall not be required of any person who has successfully completed and who provides documentation of satisfactorily completing a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council. Initial training of new probation officers shall be completed within the first 6 months of employment. Probation Officers will complete a 5-hour block of instruction covering a General Probation Overview and consisting of: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; a 20-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 15-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

(c) All probation officers are required to obtain 20 hours of annual in-service training. In-service training shall be completed on a calendar-yearly basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period. Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by DCS Misdemeanor Probation Oversight Unit (MPOU).

(d) All Administrative Employees, Agents, Interns, or Volunteers shall be required in accordance with DCS Board Rule 105-2-.09 to be at least 18 years of age; sign a statement co-signed by the probation entity director or his/her designee that the administrative employee, agent, intern, or volunteer has received an orientation on these rules as well as operations guidelines relevant to the administrative employee, agent, intern, or volunteer's job duties which shall be maintained in administrative employees, agents, interns, or volunteer's personnel files; have obtained a high school diploma or equivalent and; complete a 16 hour initial orientation program within 6 months of appointment and 8 hour annual in-service continuing education training program, consisting of a curriculum approved by MPOU. Additionally, such a person shall maintain a clear criminal record, complete continuing education and adhere to all other requirements established in these rules.

(e) All Administrative Employees, Agents, Interns, or Volunteers will obtain 16 hours of initial orientation training consisting of a 4-hour block of instruction covering: The History of

Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; an 8-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 4-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates; and obtain 8 hours of annual in-service training. In-service training shall be completed on a calendar-yearly basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period.

(f) Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by MPOU. The progress and completion of initial orientation and in-service training is required to be documented and maintained in the individual's files utilizing the forms approved by MPOU. Probation entities and individuals providing probation services may obtain training resource information from MPOU, local law enforcement agencies, local colleges and schools, and national professional associations such as the American Probation and Parole Association, Georgia Professional Association of Community Supervisor, American Correctional Association, and/or credible sources approved by MPOU. All training must be approved by MPOU.

(g) Trainers will have expertise in the area of training and will possess a college degree or POST certification. Probation shall maintain a description of the course and the contact information of the trainer on file. Training provided by professional training services shall be accepted so long as a description of the course and the trainer's contact information is maintained on file and has been approved by MPOU.

(h) In no event shall any person convicted of a felony be employed as a probation officer or administrative support staff.

5.) Criminal History Check. The County shall have a criminal history record check made of all employees, and all employees shall give written consent to the Department of Community Supervision and/or the Spalding County to conduct periodic criminal history checks.

6.) Officer per Probationer Ratio and Standards of Supervision. The County shall manage caseload limits so as not to exceed **350** probationers per certified probation officer/staff for basic supervision and **100** probationers per certified probation staff/staff for intensive supervision. One contact per month is required for all active cases, unless ordered by the Court to report less frequently. The

Probation Officer may at his or her discretion require the probationer to report more frequently if the probationer is not in full compliance with his or her terms of conditions of supervision.

7.) The County shall maintain an office in Spalding County for meeting with and the provision of services to probationers. Additionally, Spalding County Sentence Enforcement shall designate one (1) certified probation officer as Chief Probation Officer/Office Supervisor/Director with a minimum of three (3) years' experience. Spalding County Sentence Enforcement will make every attempt to designate a Chief Probation Officer/Director with five (5) years' experience but reserves the right to designate the most qualified and capable certified probation officer to supervise the probation office.

8.) The County shall be required to schedule a POST Certified Law Enforcement Officer to be on site when high risk probationers (Battery (FV), Criminal Trespass (FV), Stalking, Assault, Affray, Disorderly Conduct, DUI) are scheduled for reporting. This shall occur at a minimum of one (1) reporting day per week.

B. Reports

Spalding County Sentence Enforcement shall provide to the judge and governing authority with whom the contract or agreement was made a monthly report, summarizing the number of offenders under supervision; the amount of fines, and restitution collected; the amount of fees collected; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the month, in such detail as requested. Spalding County Sentence Enforcement shall provide personal history, employment data, and location information to the court or law enforcement as necessary in tracking probation violators.

C. Tender of Collections

Spalding County Sentence Enforcement shall tender to the Clerk of the Court a report of collections and all fines, fees, and costs collected during the month from probationers. In the event Spalding County Sentence Enforcement cannot locate the victim, payment shall be made to the Clerk of Court. Payment of funds shall be credited in the following order of priority: 1) restitution 2) probation fees to include GCVEF, Intake Fees, and Drug screen costs 3) fines, 4) court costs and surcharges. The County shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the probation fees authorized by this Agreement and listed in Exhibit "A".

D. Access to Records

1.) All records shall be open to inspection upon the request of the affected court, the Department of Audits and Accounts, Department of Corrections, Department of Community Supervision, State Board of Pardons and Paroles, or the board.

E. Scope of Services to Probationers by the County. The County shall provide the following services:

1.) Court Attendance and Probationer Case History. During all court sessions, The County shall have a probation staff member available to interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the probation staff shall provide a list of all service fees to the probationer.

2.) Supervision. The County shall monitor and supervise probationers to ensure compliance with the Court's order of probation. The County shall make a supervision assessment of the offender and determine the probationer's reporting schedule. Reporting procedures and scheduled days will be set at the discretion of the Chief Probation Officer/Director.

3.) Restitution, Fine and Fee Collection. The County, through Spalding County Sentence Enforcement shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Spalding County Sentence Enforcement shall provide probationers with receipt indicating payment.

(a) **Indigent Offenders:** Offenders determined by the court to be indigent in accordance with O. C. G.A 42-8-102 shall be supervised at no cost to the probationer or the Court or governing body. The County, through Spalding County Sentence Enforcement shall schedule an "Order to Show Cause/Rule Nisi Hearing" to determine the probationer's ability to pay and to set a payment schedule for probationer at the court's direction or request documentation from the probationer. Once documentation is provided, the County, through Spalding County Sentence Enforcement, has the right to prepare a modification order and submit it to the court for approval without a hearing.

(b) **Pay-Only Cases:** Pay-Only cases or the term 'pay-only probation' means a defendant has been placed under probation supervision **solely** because such defendant is unable to pay the court-imposed fines and statutory surcharges when such defendant's sentence is imposed. Such a term shall not include circumstances when restitution has been imposed, or other probation services are deemed appropriate by the court. When pay-only probation

is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision regardless of the number of concurrent or consecutive cases; provided, however, that collection of any probation supervision fee shall terminate as soon as all court-imposed fines and statutory surcharges are paid in full. If pay-only probation is subsequently converted to a sentence that requires community service, on petition or modification order by a probation officer and with the probationer having an opportunity for a hearing, the court may reinstate probation supervision fees as necessary to monitor the probationer's compliance with community service obligations.

(c) **Consecutive sentences:** When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that provides his or her probation services with a copy of such motion. Additionally, when a defendant is serving consecutive misdemeanor sentences the probation officer shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court-imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.

4.) Community Service. The County, through Spalding County Sentence Enforcement shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The Court may convert fines to community service on the same basis as it allows a defendant to pay a fine through community service set at a rate of ten dollars (\$10.00) per hour in accordance with subsection (d) of Code Section 17-10-1. The County, through Spalding County Sentence Enforcement, will maintain records of service participation.

- a. Spalding County Sentence Enforcement shall not recognize community service hours at any agency that has not been approved by the Court. Agencies may apply to be a community service provider by following the procedures in O.C.G.A. § 42-3-51 and, if accepted by the Court, are governed by the restrictions found therein.

- b. Spalding County Sentence Enforcement shall ensure that actual and appropriate community service work is performed for the number of hours credited and properly supervised and certified by an individual responsible at the agency. Probationers shall not be allowed to perform community service under the supervision of any relative. Agencies improperly supervising probationers or certifying work not performed, or hours not worked shall be removed from the list of approved agencies.
- c. The Court shall maintain a unified master list of agencies which qualify as community service supervision agencies pursuant to O.C.G.A. § 42-3-50, et seq. Spalding County Sentence Enforcement shall investigate each agency to ensure that the agency provides appropriate community service opportunities with appropriate supervision. Spalding County Sentence Enforcement shall immediately report to the Court any violations so that the Court may consider whether to remove any such agency from its list of approved community service providers.
- d. Spalding County Sentence Enforcement may convert community service to a fee or other forms with the express, written approval of the Court, including the specific type and amount of alternative payment or performance.
- e. Spalding County Sentence Enforcement may require additional reports from a probationer as a result of delay in beginning or completing community service. If probationer continues to substantially fail to timely perform community service after an initial opportunity to correct the violation, Spalding County Sentence Enforcement shall promptly bring the violation to the Court's attention via petition to revoke.

5.) Employment Assistance. Spalding County Sentence Enforcement shall prepare referrals and lend reasonable assistance to probationers either to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.

6.) Drug/Alcohol Screening. Spalding County Sentence Enforcement shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. The County, through Spalding County Sentence Enforcement, shall conduct drug and alcohol screenings as determined necessary by the Court. The probationer shall be responsible for the costs of all drug or alcohol testing.

a. Whenever a probationer is required by sentence of the Court to obtain an evaluation for substance abuse, anger or violence issues, or other mental health issues, Spalding County Sentence Enforcement shall require prompt proof of such evaluation from the probationer within the time limit set by the Court. If no time limit is set by the sentence, Spalding County Sentence Enforcement shall require such evaluation within the first 90 days of probation.

b. Whenever a probationer is required by sentence of the Court to obtain counseling for substance abuse, anger or violence issues, or other mental health issues, Spalding County Sentence Enforcement shall require prompt proof of such counseling from the probationer within the time limit set by the Court. If no time limit is set by the sentence, Spalding County Sentence Enforcement shall require such counseling within the first 90 days of probation, or if the counseling is to follow an evaluation, then within 30 days after obtaining an evaluation.

c. Spalding County Sentence Enforcement may require additional reports to probation as a result of delay in beginning or completing an evaluation or treatment. If a probationer continues to substantially fail to complete evaluation or obtain treatment after an initial opportunity to correct the violation, Spalding County Sentence Enforcement shall promptly bring the violation to the Court's attention via petition to revoke.

7.) Reports of Violations Probation and Revocation Procedures. Spalding County Sentence Enforcement shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide Spalding County Sentence Enforcement with directions of what constitutes a substantial failure to comply with probation terms and conditions. Spalding County Sentence Enforcement shall prepare probation violation warrants and orders for submission to the Court. Spalding County Sentence Enforcement shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. The Court shall provide the County with directions, through Spalding County Sentence Enforcement, as to what curative measures should be taken in the case of minor violations.

a. Pre-hearing Arrest Warrants. Except as expressly directed by the Court in a particular case, or in the circumstances following, Spalding County Sentence Enforcement shall not request issuance of an arrest warrant for a probationer prior to the hearing based on the following types of violations: failure to pay fines, fees, or other sums only. In these instances, Spalding County Sentence Enforcement shall request a pre-warrant revocation hearing before the Court unless other circumstances justify arrest prior to hearing. Probation may request issuance of an arrest warrant for a probationer prior to a hearing based on the following types of violations: commission of a new criminal offense; threats to public safety or the safety of individual persons or property; threats to the safety of victims or contact with a victim in violation of sentence conditions or other court orders; failure to report to probation; failure to appear for court proceedings after due notice; use of alcohol or drugs, testing positive for alcohol or drugs, or refusing or failing to submit to drug screens in violation of a condition of probation; repeat violation of sentence conditions, where lesser sanctions have proven ineffective and limited remaining sentence time makes immediate arrest necessary; technical

violations where less than 60 days remain on the sentence; and as specifically directed by the Court.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Spalding County Sentence Enforcement, the Court shall provide the following:

F. Payment for the County's Services

For regular probation supervision which includes a minimum of one (1) office contact per month and may require as many as four (4) office contacts, the probationer shall pay a fee of \$51.00 per month. For intensive probation supervision which includes a minimum of one (1) office contact per week and four (4) office contacts each month, probationer shall pay a fee of \$61.00 per month. The County, through Spalding County Sentence Enforcement, shall collect such probation fee for each month a probationer is under probation supervision. A one (1) month supervision fee is defined as the date the probationer is placed on probation and runs through the monthly anniversary date each month. If a probationer is supervised past the monthly anniversary date, the probationer will be charged one (1) month supervision fee. During the term of this Agreement and Spalding County Sentence Enforcement's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Spalding County Sentence Enforcement for purposes of probation supervision services. The probationer shall always be allowed to make greater payments than the minimum required scheduled payments and shall always be allowed to pay restitution and fines, in full without penalty. In cases where the probationer requests to pay probation fees in advance, the probationer will be required to sign an "Advanced Probation Fees Waiver."

G. Probation Fees

The Court shall make payment of the probation fee a term and condition of the order of probation for each probationer assigned for supervision to Spalding County Sentence Enforcement unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer. A schedule of allowed probation fees shall be attached to the contract as exhibit "A". The County can only charge fees found in Exhibit "A", which may be amended from time to time. Per OCGA § 17-15-13 (f) \$9.00 per month should be collected in addition to the monthly probation fee, and this fee shall be forwarded to the board monthly

H. Pre-sentence Investigations

When ordered by the Court, the County, through Spalding County Sentence Enforcement, shall provide a pre-sentence investigation report and the Court shall pay to **Spalding County Sentence Enforcement**, two-hundred and fifty dollars (\$250.00).

I. Access to Criminal Histories

The Court shall assist Spalding County Sentence Enforcement in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for the County to conduct pre-sentence or probationer investigations as may be requested.

J. Notice of Court Sessions

The Court shall provide Spalding County Sentence Enforcement with **seven (7)** days advance notice of all court sessions that Spalding County Sentence Enforcement is required to attend. Notice for purposes of this provision may be given by mail, telephone, and fax machine.

K. Court Facilities

The Court shall provide to Spalding County Sentence Enforcement an area, as available, to conduct initial interviews and orientation with the probationer on the day of sentencing.

L. Period of Service

This agreement shall commence performance on **July 1, 2026** and shall continue until **June 30, 2031**. Either party may terminate this Agreement upon thirty (30) days written notice. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of the County, filing of a voluntary or involuntary case in bankruptcy. Within fifteen (15) working days of termination, the County shall peacefully surrender to the Court all records and documents generated by Spalding County Sentence Enforcement, in connection with this agreement and the services hereunder and any equipment or supplies assigned to Spalding County Sentence Enforcement by the Court. Spalding County Sentence Enforcement shall turn over to the Clerk of Court any money collected or received less supervision fees validly incurred and duly owing to the County through the termination date. Any fines, costs, fees or restitution received by the Spalding County Sentence Enforcement from probationers of this Court after termination of this agreement shall be forwarded

to the Clerk of Court, other than fees earned by the Court. The Court shall provide the County with a receipt for all property surrendered under this provision.

M. Compliance with the Law

The County shall comply with all federal, state and local laws, statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this.

N. Entire Agreement

This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the court, governing authority, and contractor.

U. Binding Agreement

This Agreement shall not be binding upon any successor to the undersigned Judge of the **Spalding County Superior Court**, Georgia and unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this agreement is not ratified by such successor, then the County shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless the Court gives written notice of ratification within 30 days of taking the oath of office. The Court has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff of the County. The same is applicable to change in leadership of the Governing Authority.

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS
AGREEMENT ON

THE _____ DAY OF _____, 20__.

By: _____

Name: Clay W. Davis

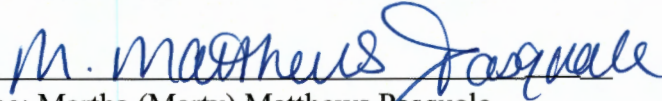
Title: Chairman, Board of Commissioners

Spalding County, Georgia

By:  _____

Chief Judge: Scott Ballard

Court: Spalding County Superior Court, Georgia

By:  _____

Name: Martha (Marty) Matthews Pasquale

Title: Chief Probation Officer/Director

Spalding County Sentence Enforcement

Exhibit A

SCHEDULE OF FEES

**The following are fees paid by the offender to
Spalding County Sentence Enforcement.**

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Regular Probation Supervision	\$51.00 per month, per offender
Intensive Supervision (Requires minimum of 1 weekly contact)	\$61.00 per month, per offender
Pre-Trial Supervision	\$60.00 per month, per offender
Intake Fee	\$50.00 per case
<u>ADDITIONAL SERVICES</u>	<u>COST OF SERVICE</u>
On-Site Instant Drug/ETG Test	\$45.00 per screen
Drug Screens w/ Lab Confirmation	\$55.00 per screen
Leaked Specimen	\$25.00 per screen
Pre-Sentence Investigation	\$250.00 (Available if requested)

SPALDING COUNTY SENTENCE ENFORCEMENT

Governmental Probation Services Agreement

This Agreement is made by and between Spalding County, hereinafter called "County" and the Magistrate Court of Spalding County, Georgia hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SCOPE OF SERVICES AND RESPONSIBILITIES OF PROBATION SERVICES

In consideration of the obligations of the Court or governing authority, the County shall provide the following services.

A. Responsibilities of Probation Services

1.) Compliance with Statutes and Rules. The County shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the Department of Community Supervision.

2.) Records and Confidentiality. The County shall create and maintain individual files for each offender receiving services from the County in accordance with this Agreement. The County shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the judge of the court handling the case, the Department of Audits and Accounts, the Department of Community Supervision and upon transfer of probation supervision to the State, to the Georgia Department of Corrections. The County shall maintain paper files for three (3) years after the case is closed. All paper files and records shall thereafter be destroyed.

3.) Financial Records. The County shall maintain financial records according to generally accepted accounting practices.

4.) Employee Qualifications and Training. The County shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the assigned caseload.

(a) Individual qualifications will meet or exceed the standards established by the Georgia Department of Community Supervision Misdemeanor Probation Oversight Unit; hereafter called "MPOU", particularly as outlined in MPOU board rule 105-2-.09 and 105-2-.12. All Employees

shall comply with the orientation and continuing education training required per annum by MPOU and the Georgia Peace Officer Standards and Training Council, hereafter called "POST". No person convicted of a felony, or a disqualifying misdemeanor will be employed by the County for the purpose of providing probation services.

b) Every probation officer shall be required to obtain 40 hours of initial orientation training as set forth below provided that the 40-hour initial orientation shall not be required of any person who has successfully completed and who provides documentation of satisfactorily completing a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council. Initial training of new probation officers shall be completed within the first 6 months of employment. Probation Officers will complete a 5-hour block of instruction covering a General Probation Overview and consisting of: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; a 20-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 15-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

(c) All probation officers are required to obtain 20 hours of annual in-service training. In-service training shall be completed on a calendar-yearly basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period. Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by DCS Misdemeanor Probation Oversight Unit (MPOU).

(d) All Administrative Employees, Agents, Interns, or Volunteers shall be required in accordance with DCS Board Rule 105-2-.09 to be at least 18 years of age; sign a statement co-signed by the probation entity director or his/her designee that the administrative employee, agent, intern, or volunteer has received an orientation on these rules as well as operations guidelines relevant to the administrative employee, agent, intern, or volunteer's job duties which shall be maintained in administrative employees, agents, interns, or volunteer's personnel files; have obtained a high school diploma or equivalent and; complete a 16 hour initial orientation program within 6 months of appointment and 8 hour annual in-service continuing education training program, consisting of a curriculum approved by MPOU. Additionally, such a person shall maintain a clear criminal record, complete continuing education and adhere to all other requirements established in these rules.

(e) All Administrative Employees, Agents, Interns, or Volunteers will obtain 16 hours of initial orientation training consisting of a 4-hour block of instruction covering: The History of

Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; an 8-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 4-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates; and obtain 8 hours of annual in-service training. In-service training shall be completed on a calendar-yearly basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period.

(f) Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by MPOU. The progress and completion of initial orientation and in-service training is required to be documented and maintained in the individual's files utilizing the forms approved by MPOU. Probation entities and individuals providing probation services may obtain training resource information from MPOU, local law enforcement agencies, local colleges and schools, and national professional associations such as the American Probation and Parole Association, Georgia Professional Association of Community Supervision, American Correctional Association, and/or credible sources approved by MPOU. All training must be approved by MPOU.

(g) Trainers will have expertise in the area of training and will possess a college degree or POST certification. Probation shall maintain a description of the course and the contact information of the trainer on file. Training provided by professional training services shall be accepted so long as a description of the course and the trainer's contact information is maintained on file and has been approved by MPOU.

(h) In no event shall any person convicted of a felony be employed as a probation officer or administrative support staff.

5.) Criminal History Check. The County shall have a criminal history record check made of all employees, and all employees shall give written consent to the Department of Community Supervision and/or the Spalding County to conduct periodic criminal history checks.

6.) Officer per Probationer Ratio and Standards of Supervision. The County shall manage caseload limits so as not to exceed **350** probationers per certified probation officer/staff for basic supervision and **100** probationers per certified probation staff/staff for intensive supervision. Standard contact for this court is monthly, but the staff has the option to have more frequent contact per month at the Probation Office Staff's discretion.

7.) The County shall maintain an office in Spalding County for meeting with and the provision of services to probationers. Additionally, Spalding County Sentence Enforcement shall designate one (1) certified probation officer as Chief Probation Officer/Office Supervisor/Director with a minimum of three (3) years' experience. Spalding County Sentence Enforcement will make every attempt to designate a Chief Probation Officer/Director with five (5) years' experience but reserves the right to designate the most qualified and capable certified probation officer to supervise the probation office.

8.) The County shall be required to schedule a POST Certified Law Enforcement Officer to be on site when high risk probationers (Battery (FV), Criminal Trespass (FV), Stalking, Assault, Affray, Disorderly Conduct, DUI are scheduled for reporting. This shall occur at a minimum of one (1) reporting day per week.

B. Reports

Spalding County Sentence Enforcement shall provide to the judge and governing authority with whom the contract or agreement was made a monthly report, summarizing the number of offenders under supervision; the amount of fines, and restitution collected; the amount of fees collected; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the month, in such detail as requested. Spalding County Sentence Enforcement shall provide personal history, employment data, and location information to the court or law enforcement as necessary in tracking probation violators.

C. Tender of Collections

Spalding County Sentence Enforcement shall tender to the Clerk of the Court a report on collections and all fines, fees, and costs collected during the month from probationers. In the event Spalding County Sentence Enforcement cannot locate the victim, payment shall be made to the Clerk of Court. Payment of funds shall be credited in the following order of priority: 1) restitution 2) probation fees to include GCVEF, Intake fee 3) fines, 4) court costs and surcharges. The County shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the probation fees authorized by this Agreement and listed in Exhibit "A".

D. Access to Records

1.) All records shall be open to inspection upon the request of the affected court, the Department of Audits and Accounts, Department of Corrections, Department of Community Supervision, State Board of Pardons and Paroles, or the board.

E. Scope of Services to Probationers by the County. The County shall provide the following services:

1.) Court Attendance and Probationer Case History. During all prescheduled court sessions, The County shall have a probation staff member attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the probation staff shall provide a list of all service fees to the probationer.

2.) Supervision. The County shall monitor and supervise probationers to ensure compliance with the Court's order of probation. The County shall make a supervision assessment of the offender and determine the probationer's reporting schedule. Reporting procedures and scheduled days will be set at the discretion of the Chief Probation Officer/Director.

3.) Restitution, Fine and Fee Collection. The County, through Spalding County Sentence Enforcement, shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Spalding County Sentence Enforcement shall provide probationers with receipt indicating payment.

(a) **Indigent Offenders:** Offenders determined by the court to be indigent in accordance with O. C. G.A 42-8-102 shall be supervised at no cost to the probationer or the Court or governing body. The County, through Spalding County Sentence Enforcement shall schedule an "Order to Show Cause/Rule Nisi Hearing" to determine the probationer's ability to pay and to set a payment schedule for probationer at the court's direction or request documentation from the probationer. The court will advise on a case-by-case basis if the defendant is allowed to complete community service in lieu of the court fine with a hearing.

(b) **Pay-Only Cases:** Pay-Only cases or the term 'pay-only probation' means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court-imposed fines and statutory surcharges when such defendant's sentence is imposed. Such a term shall not include circumstances when restitution has been imposed, or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision regardless of the number of concurrent or consecutive cases; provided, however, that collection of any probation supervision fee shall terminate as soon as all court-imposed fines and statutory surcharges are paid in full. If pay-only probation is subsequently converted to a sentence that requires community service, on

petition or modification order by a probation officer and with the probationer having an opportunity for a hearing, the court may reinstate probation supervision fees as necessary to monitor the probationer's compliance with community service obligations. If the case is a consecutive case where there are no fees the office may monitor the case as administrative only and just have the defendant make the payments on the case. If the case was converted to community service and fees were added back to the case, then the office would supervise the case by having the defendant report.

• (c) **Consecutive sentences:** When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence is entered. The defendant shall serve the applicable entity or governing authority that provides his or her probation services with a copy of such motion. Additionally, when a defendant is serving consecutive misdemeanor sentences the probation officer shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court-imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation.

4.) Community Service. The County, through Spalding County Sentence Enforcement, shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The Court may convert fines to community service at a rate of ten dollars (\$10.00) per hour in accordance with subsection (d) of Code Section 17-10-1. The County, through Spalding County Sentence Enforcement, will maintain records of service participation.

5.) Employment Assistance. Spalding County Sentence Enforcement shall prepare referrals and lend reasonable assistance to probationers either to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.

6.) Drug/Alcohol Screening. Spalding County Sentence Enforcement shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. The County, through Spalding County Sentence Enforcement, shall conduct drug and alcohol screenings as absolutely necessary and for a specific cause. The probationer shall be responsible for the costs of all drug or alcohol testing.

a. Whenever a probationer is required by sentence of the Court to obtain an evaluation for substance abuse, anger or violence issues, or other mental health issues, Spalding County Sentence Enforcement shall require prompt proof of such evaluation from the probationer within the time limit set by the Court. If no time limit is set by the sentence, Spalding County Sentence Enforcement shall require such evaluation within the first 90 days of probation.

b. Whenever a probationer is required by sentence of the Court to obtain counseling for substance abuse, anger or violence issues, or other mental health issues, Spalding County Sentence Enforcement shall require prompt proof of such counseling from the probationer within the time limit set by the Court. If no time limit is set by the sentence, Spalding County Sentence Enforcement shall require such counseling within the first 90 days of probation, or if the counseling is to follow an evaluation, then within 30 days after obtaining an evaluation.

c. Spalding County Sentence Enforcement may require additional reports to probation as a result of delay in beginning or completing an evaluation or treatment. If a probationer continues to substantially fail to complete evaluation or obtain treatment after an initial opportunity to correct the violation, Spalding County Sentence Enforcement shall promptly bring the violation to the Court's attention via petition to revoke.

7.) Reports of Violations Probation and Revocation Procedures. Spalding County Sentence Enforcement shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide Spalding County Sentence Enforcement with directions of what constitutes a substantial failure to comply with probation terms and conditions. Spalding County Sentence Enforcement shall prepare probation violation warrants and orders for submission to the Court. Spalding County Sentence Enforcement shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. The Court shall provide the County with directions, through Spalding County Sentence Enforcement, as to what curative measures should be taken in the case of minor violations.

- a. Pre-hearing Arrest Warrants. Except as expressly directed by the Court in a particular case, or in the circumstances following, Spalding County Sentence Enforcement shall not request issuance of an arrest warrant for a probationer prior to the hearing based on the following types of violations: failure to pay fines, fees, or other sums only. In these instances, Spalding County Sentence Enforcement shall request a pre-warrant revocation hearing before the Court unless other circumstances justify arrest prior to hearing. Probation may request issuance of an arrest warrant for a probationer prior to a hearing based on the following types of violations: commission of a new criminal offense; threats to public safety or the safety of individual persons or property; threats to the safety of victims or contact with a victim in violation of sentence conditions or other court orders; failure to report to probation; failure to appear for court proceedings

after due notice; use of alcohol or drugs, testing positive for alcohol or drugs, or refusing or failing to submit to drug screens in violation of a condition of probation; repeat violation of sentence conditions, where lesser sanctions have proven ineffective and limited remaining sentence time makes immediate arrest necessary; technical violations where less than 60 days remain on the sentence; and as specifically directed by the Court.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Spalding County Sentence Enforcement, the Court shall provide the following:

F. Payment for the County's Services

For regular probation supervision, which includes a minimum of one (1) office contact per month and may require as many as four (4) office contacts, the probationer shall pay a fee of \$51.00 per month. The County, through Spalding County Sentence Enforcement, shall collect such probation fee for each month as a probationer is under Judgement supervision. A one (1) month supervision fee is defined as the date the probationer is placed on probation and runs through the monthly anniversary date each month. If a probationer is supervised past the monthly anniversary date, the probationer will be charged one (1) month supervision fee. During the term of this Agreement and Spalding County Sentence Enforcement's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to the County for purposes of probation supervision services. The probationer shall always be allowed to make greater payments than the minimum required scheduled payments and shall always be allowed to pay restitution and fines, in full without penalty. In cases where the probationer requests to pay probation fees in advance, the probationer will be required to sign an "Advanced Probation Fees Waiver."

G. Probation Fees

The Court shall make payment of the probation fee a term and condition of the order of probation for each probationer assigned for supervision to Spalding County Sentence Enforcement unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer. A schedule of allowed probation fees shall be attached to the contract as exhibit "A". The County can only charge fees found in Exhibit "A", which may be amended from time to time. Per OCGA § 17-15-13 (f) \$9.00 per month should be collected in addition to the monthly probation fee, and this fee shall be forwarded to the board monthly.

H. Notice of Court Sessions

The Court shall provide Spalding County Sentence Enforcement with **seven (7)** days advance notice of all court sessions that Spalding County Sentence Enforcement is required to attend. Notice for purposes of this provision may be given by mail, telephone, and fax machine.

I. Period of Service

This agreement shall commence performance on **July 1, 2026** and shall continue until **June 30, 2028**. Either party may terminate this Agreement upon thirty (30) days written notice. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of the County, filing of a voluntary or involuntary case in bankruptcy. Within fifteen (15) working days of termination, the County shall peacefully surrender to the Court all records and documents generated by Spalding County Sentence Enforcement, in connection with this agreement and the services hereunder and any equipment or supplies assigned to Spalding County Sentence Enforcement by the Court. Spalding County Sentence Enforcement shall turn over to the Clerk of Court any money collected or received less supervision fees validly incurred and duly owing to the County through the termination date. Any fines, costs, fees or restitution received by the County from probationers of this Court after termination of this agreement shall be forwarded to the Clerk of Court, other than fees earned by the Court. The Court shall provide the County with a receipt for all property surrendered under this provision.

J. Compliance with the Law

The County shall comply with all federal, state and local laws, statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this.

K. Entire Agreement

This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the court, governing authority, and contractor.

L. Binding Agreement

This Agreement shall not be binding upon any successor to the undersigned Judge of the **Spalding County Magistrate Court**, Georgia and unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this agreement is not ratified by such successor, then the County shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless the Court gives written notice of ratification within 30 days of taking the oath of office. The Court has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff of the County. The same is applicable to change in leadership of the Governing Authority.

(Signatures on following page)

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS
AGREEMENT ON

THE _____ DAY OF _____, 20__.

By: _____

Name: Clay W. Davis

Title: Chairman, Board of Commissioners

Spalding County, Georgia

By:  _____

Chief Judge: Rita L. Cavanaugh

Court: Spalding County Magistrate Court, Georgia

By:  _____

Name: Martha (Marty) Matthews Pasquale

Title: Chief Probation Officer/Director

Spalding County Sentence Enforcement

Exhibit A

SCHEDULE OF FEES

**The following are fees paid by the offender to
Spalding County Sentence Enforcement.**

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Probation Supervision	\$30.00 per month, per offender
Intake Fee	\$25.00 per case
Delayed Supervision	30 days for \$30.00 program fee
<u>ADDITIONAL SERVICES</u>	<u>COST OF SERVICE</u>
Drug Screens*	\$30.00 per screen

*DRUG SCREENS IN THIS COURT ARE ONLY UTILIZED WHEN ABSOLUTELY NECESSARY AND FOR CAUSE.

SPALDING COUNTY SENTENCE ENFORCEMENT

Governmental Probation Services Agreement

This Agreement is made by and between Spalding County, hereinafter called "County" and the State Court of Spalding County, Georgia hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SCOPE OF SERVICES AND RESPONSIBILITIES OF PROBATION SERVICES

In consideration of the obligations of the Court or governing authority, the County shall provide the following services.

A. Responsibilities of Probation Services

1.) Compliance with Statutes and Rules. The County shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the Department of Community Supervision.

2.) Records and Confidentiality. The County shall create and maintain individual files for each offender receiving services from the County in accordance with this Agreement. These records, files and papers shall be available only to the judge of the court handling the case, the Department of Audits and Accounts, the Department of Community Supervision and upon transfer of probation supervision to the State, to the Georgia Department of Corrections. The County shall provide MPOU and the court with quarterly reports as outlined and in accordance with O.C.G.A 42-8-108 and O.C.G.A. 42-8-109.2. The County shall maintain paper files for three (3) years after the case is closed. All paper files and records shall thereafter be destroyed.

3.) Financial Records. The County shall maintain financial records according to generally accepted accounting practices.

4.) Employee Qualifications and Training. The County shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the assigned caseload.

(a) Individual qualifications will meet or exceed the standards established by the Georgia Department of Community Supervision Misdemeanor Probation Oversight Unit; hereafter called "MPOU", particularly as outlined in MPOU board rule 105-2-.09 and 105-2-.12. All Employees

shall comply with the orientation and continuing education training required per annum by MPOU and the Georgia Peace Officer Standards and Training Council, hereafter called "POST". No person convicted of a felony, or a disqualifying misdemeanor will be employed by the County for the purpose of providing probation services.

b) Every probation officer shall be required to obtain 40 hours of initial orientation training as set forth below provided that the 40-hour initial orientation shall not be required of any person who has successfully completed and who provides documentation of satisfactorily completing a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council. Initial training of new probation officers shall be completed within the first 6 months of employment. Probation Officers will complete a 5-hour block of instruction covering a General Probation Overview and consisting of: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; a 20-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 15-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

(c) All probation officers are required to obtain 20 hours of annual in-service training. In-service training shall be completed on a calendar-yearly basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period. Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by DCS Misdemeanor Probation Oversight Unit (MPOU).

(d) All Administrative Employees, Agents, Interns, or Volunteers shall be required in accordance with DCS Board Rule 105-2-.09 to be at least 18 years of age; sign a statement co-signed by the probation entity director or his/her designee that the administrative employee, agent, intern, or volunteer has received an orientation on these rules as well as operations guidelines relevant to the administrative employee, agent, intern, or volunteer's job duties which shall be maintained in administrative employees, agents, interns, or volunteer's personnel files; have obtained a high school diploma or equivalent and; complete a 16 hour initial orientation program within 6 months of appointment and 8 hour annual in-service continuing education training program, consisting of a curriculum approved by MPOU. Additionally, such a person shall maintain a clear criminal record, complete continuing education and adhere to all other requirements established in these rules.

(e) All Administrative Employees, Agents, Interns, or Volunteers will obtain 16 hours of initial orientation training consisting of a 4-hour block of instruction covering: The History of

Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; an 8-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 4-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates; and obtain 8 hours of annual in-service training. In-service training shall be completed on a calendar-yearly basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period.

(f) Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by MPOU. The progress and completion of initial orientation and in-service training is required to be documented and maintained in the individual's files utilizing the forms approved by MPOU. Probation entities and individuals providing probation services may obtain training resource information from MPOU, local law enforcement agencies, local colleges and schools, and national professional associations such as the American Probation and Parole Association, Georgia Professional Association of Community Supervisor, American Correctional Association, and/or credible sources approved by MPOU. All training must be approved by MPOU.

(g) Trainers will have expertise in the area of training and will possess a college degree or POST certification. Probation shall maintain a description of the course and the contact information of the trainer on file. Training provided by professional training services shall be accepted so long as a description of the course and the trainer's contact information is maintained on file and has been approved by MPOU.

(h) In no event shall any person convicted of a felony be employed as a probation officer or administrative support staff.

5.) Criminal History Check. The County shall have a criminal history record check made of all employees, and all employees shall give written consent to the Department of Community Supervision and/or Spalding County to conduct periodic criminal history checks.

6.) Officer per Probationer Ratio and Standards of Supervision. The County shall manage caseload limits so as not to exceed **350** probationers per certified probation officer/staff for basic supervision and **100** probationers per certified probation staff/staff for intensive supervision. One contact per month is required for all active cases, unless ordered by the Court to report less frequently. The

Probation Officer may at his or her discretion require the probationer to report more frequently if the probationer is not in full compliance with his or her terms of conditions of supervision.

7.) The County shall maintain an office in Spalding County for meeting with and the provision of services to probationers. Additionally, Spalding County Sentence Enforcement shall designate one (1) certified probation officer as Chief Probation Officer/Office Supervisor/Director with a minimum of three (3) years' experience. Spalding County Sentence Enforcement will make every attempt to designate a Chief Probation Officer/Director with five (5) years' experience but reserves the right to designate the most qualified and capable certified probation officer to supervise the probation office.

8.) The County shall be required to schedule a POST Certified Law Enforcement Officer to be on site when high risk probationers (Battery (FV), Criminal Trespass (FV), Stalking, Assault, Affray, Disorderly Conduct, DUI) are scheduled for reporting. This shall occur at a minimum of one (1) reporting day per week.

B. Reports

Spalding County Sentence Enforcement shall provide to the judge and governing authority with whom the contract or agreement was made a monthly report, summarizing the number of offenders under supervision; the amount of fines, and restitution collected; the amount of fees collected; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the month, in such detail as requested. Spalding County Sentence Enforcement shall provide personal history, employment data, and location information to the court or law enforcement as necessary in tracking probation violators.

C. Tender of Collections

Spalding County Sentence Enforcement shall tender to the Clerk of the Court a report on collections and all fines, fees, and costs collected during the month from probationers. In the event Spalding County Sentence Enforcement cannot locate the victim, payment shall be made to the Clerk of Court. Payment of funds shall be credited in the following order of priority: 1) restitution 2) probation fees to include GCVEF, Intake fee, and drug screen costs, 3) fines, 4) court costs and surcharges. The County shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the probation fees authorized by this Agreement and listed in Exhibit "A".

D. Access to Records

1.) All records shall be open to inspection upon the request of the affected court, the Department of Audits and Accounts, Department of Corrections, Department of Community Supervision, State Board of Pardons and Paroles, or the board.

E. Scope of Services to Probationers by the County. The County shall provide the following services:

1.) Court Attendance and Probationer Case History. During all court sessions, The County shall have a probation staff member attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the probation staff shall provide a list of all service fees to the probationer.

2.) Supervision. The County shall monitor and supervise probationers to ensure compliance with the Court's order of probation. The County shall make a supervision assessment of the offender and determine the probationer's reporting schedule. Reporting procedures and scheduled days will be set at the discretion of the Chief Probation Officer/Director.

3.) Restitution, Fine and Fee Collection. The County, through Spalding County Sentence Enforcement, shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Spalding County Sentence Enforcement shall provide probationers with receipt indicating payment.

(a) **Indigent Offenders**: Offenders determined by the court to be indigent in accordance with O. C. G.A 42-8-102 shall be supervised at no cost to the probationer or the Court or governing body. The County, through Spalding County Sentence Enforcement shall schedule an "Order to Show Cause/Rule Nisi Hearing" to determine the probationer's ability to pay and to set a payment schedule for probationer at the court's direction or request documentation from the probationer. Once documentation is provided, the County, through Spalding County Sentence Enforcement, has the right to prepare a modification order and submit it to the court for approval without a hearing.

(b) **Pay-Only Cases**: Pay-Only cases or the term 'pay-only probation' means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court-imposed fines and statutory surcharges when such defendant's sentence is imposed. Such a term shall not include circumstances when restitution has been imposed, or other probation services are deemed appropriate by the court. When pay-only probation

is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision regardless of the number of concurrent or consecutive cases; provided, however, that collection of any probation supervision fee shall terminate as soon as all court-imposed fines and statutory surcharges are paid in full. If pay-only probation is subsequently converted to a sentence that requires community service, on petition or modification order by a probation officer and with the probationer having an opportunity for a hearing, the court may reinstate probation supervision fees as necessary to monitor the probationer's compliance with community service obligations. If the case is a consecutive case where there are no fees the office may monitor the case as administrative only and just have the defendant make the payments on the case. If the case was converted to community service and fees were added back to the case, then the office would supervise the case by having the defendant report.

(c) **Consecutive sentences:** When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that provides his or her probation services with a copy of such motion. Additionally, when a defendant is serving consecutive misdemeanor sentences the probation officer shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court-imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.

4.) Community Service. The County, through Spalding County Sentence Enforcement, shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The Court may convert fines to community service on the same basis as it allows a defendant to pay a fine through community service set at a rate of ten dollars (\$10.00) per hour in accordance with subsection (d) of Code Section 17-10-1. The County, through Spalding County Sentence Enforcement, will maintain records of service participation.

- a. Spalding County Sentence Enforcement shall not recognize community service hours at any agency that has not been approved by the Court. Agencies may apply to be a community service provider by following the procedures in O.C.G.A. § 42-3-51 and, if accepted by the Court, are governed by the restrictions found therein.
- b. Spalding County Sentence Enforcement shall ensure that actual and appropriate community service work is performed for the number of hours credited and properly supervised and certified by an individual responsible at the agency. Probationers shall not be allowed to perform community service under the supervision of any relative. Agencies improperly supervising probationers or certifying work not performed, or hours not worked shall be removed from the list of approved agencies.
- c. The Court shall maintain a unified master list of agencies which qualify as community service supervision agencies pursuant to O.C.G.A. § 42-3-50, et seq. Spalding County Sentence Enforcement shall investigate each agency to ensure that the agency provides appropriate community service opportunities with appropriate supervision. Spalding County Sentence Enforcement shall immediately report to the Court any violations so that the Court may consider whether to remove any such agency from its list of approved community service providers.
- d. Spalding County Sentence Enforcement may convert community service to a fee or other forms with the express, written approval of the Court, including the specific type and amount of alternative payment or performance.
- e. Spalding County Sentence Enforcement may require additional reports from a probationer as a result of delay in beginning or completing community service. If probationer continues to substantially fail to timely perform community service after an initial opportunity to correct the violation, Spalding County Sentence Enforcement shall promptly bring the violation to the Court's attention via petition to revoke.

5.) Employment Assistance. Spalding County Sentence Enforcement shall prepare referrals and lend reasonable assistance to probationers either to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.

6.) Drug/Alcohol Screening. Spalding County Sentence Enforcement shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. The County, through Spalding County Sentence Enforcement, shall conduct drug and alcohol screenings as determined necessary by the Court. The probationer shall be responsible for the costs of all drug or alcohol testing.

a. Whenever a probationer is required by sentence of the Court to obtain an evaluation for substance abuse, anger or violence issues, or other mental health issues, Spalding County Sentence

Enforcement shall require prompt proof of such evaluation from the probationer within the time limit set by the Court. If no time limit is set by the sentence, Spalding County Sentence Enforcement shall require such evaluation within the first 90 days of probation.

b. Whenever a probationer is required by sentence of the Court to obtain counseling for substance abuse, anger or violence issues, or other mental health issues, Spalding County Sentence Enforcement shall require prompt proof of such counseling from the probationer within the time limit set by the Court. If no time limit is set by the sentence, Spalding County Sentence Enforcement shall require such counseling within the first 90 days of probation, or if the counseling is to follow an evaluation, then within 30 days after obtaining an evaluation.

c. Spalding County Sentence Enforcement may require additional reports to probation as a result of delay in beginning or completing an evaluation or treatment. If a probationer continues to substantially fail to complete evaluation or obtain treatment after an initial opportunity to correct the violation, Spalding County Sentence Enforcement shall promptly bring the violation to the Court's attention via petition to revoke.

7.) Reports of Violations Probation and Revocation Procedures. Spalding County Sentence Enforcement shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide Spalding County Sentence Enforcement with directions of what constitutes a substantial failure to comply with probation terms and conditions. Spalding County Sentence Enforcement shall prepare probation violation warrants and orders for submission to the Court. Spalding County Sentence Enforcement shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. The Court shall provide the County with directions, through Spalding County Sentence Enforcement, as to what curative measures should be taken in the case of minor violations.

a. Pre-hearing Arrest Warrants. Except as expressly directed by the Court in a particular case, or in the circumstances following, Spalding County Sentence Enforcement shall not request issuance of an arrest warrant for a probationer prior to the hearing based on the following types of violations: failure to pay fines, fees, or other sums only. In these instances, Spalding County Sentence Enforcement shall request a pre-warrant revocation hearing before the Court unless other circumstances justify arrest prior to hearing. Probation may request issuance of an arrest warrant for a probationer prior to a hearing based on the following types of violations: commission of a new criminal offense; threats to public safety or the safety of individual persons or property; threats to the safety of victims or contact with a victim in violation of sentence conditions or other court orders; failure to report to probation; failure to appear for court proceedings after due notice; use of alcohol or drugs, testing positive for alcohol or drugs, or

refusing or failing to submit to drug screens in violation of a condition of probation; repeat violation of sentence conditions, where lesser sanctions have proven ineffective and limited remaining sentence time makes immediate arrest necessary; technical violations where less than 60 days remain on the sentence; and as specifically directed by the Court.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Spalding County Sentence Enforcement, the Court shall provide the following:

F. Payment for the County's Services

For regular probation supervision, which includes a minimum of one (1) office contact per month and may require as many as four (4) office contacts, the probationer shall pay a fee of \$51.00 per month. For intensive probation supervision, which includes a minimum of one (1) office contact per week and four (4) office contacts each month, probationer shall pay a fee of \$61.00 per month. The County, through Spalding County Sentence Enforcement, shall collect such probation fees for each month a probationer is under probation supervision. A one (1) month supervision fee is defined as the date the probationer is placed on probation and runs through the monthly anniversary date each month. If a probationer is supervised past the monthly anniversary date, the probationer will be charged a one (1) month supervision fee. During the term of this Agreement and Spalding County Sentence Enforcement's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation to Spalding County Sentence Enforcement for purposes of probation supervision services. The probationer shall always be allowed to make greater payments than the minimum required scheduled payments and shall always be allowed to pay restitution and fines, in full without penalty. In cases where the probationer requests to pay probation fees in advance, the probationer will be required to sign an "Advanced Probation Fees Waiver."

G. Probation Fees

The Court shall make payment of the probation fee a term and condition of the order of probation for each probationer assigned for supervision to Spalding County Sentence Enforcement unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer. A schedule of allowed probation fees shall be attached to the contract as exhibit "A". The County, through Spalding County Sentence Enforcement, can only charge fees as established in Exhibit "A", which may be amended from time to time. Per OCGA § 17-15-13 (f) \$9.00 per month should be collected in addition to the monthly probation fee, and this fee shall be forwarded to the board monthly.

H. Pre-sentence Investigations

When ordered by the Court, Spalding County Sentence Enforcement shall provide a pre-sentence investigation report and the Court shall pay to **Spalding County Sentence Enforcement**, two-hundred and fifty dollars (\$250.00).

I. Access to Criminal Histories

The Court shall assist Spalding County Sentence Enforcement in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Spalding County Sentence Enforcement to conduct pre-sentence or probationer investigations as may be requested.

J. Notice of Court Sessions

The Court shall provide Spalding County Sentence Enforcement with **two (2)** days advance notice of all court sessions that Spalding County Sentence Enforcement is required to attend. Notice for purposes of this provision may be given by mail, telephone, and fax machine.

K. Court Facilities

The Court shall provide Spalding County Sentence Enforcement an area, as available, to conduct initial interviews and orientation with the probationer on the day of sentencing.

L. Period of Service

This agreement shall commence performance on **July 1, 2026**, and shall continue until **June 30, 2031**. Either party may terminate this Agreement upon thirty (30) days written notice. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of the County, filing of a voluntary or involuntary case in bankruptcy. Within fifteen (15) working days of termination, the County shall peacefully surrender to the Court all records and documents generated by Spalding County Sentence Enforcement, in connection with this agreement and the services hereunder and any equipment or supplies assigned to Spalding County Sentence Enforcement by the Court. Spalding County Sentence Enforcement shall turn over to the Clerk of Court any money collected or received less supervision fees validly incurred and duly owing to the County through the termination date. Any fines, costs, fees or restitution received by Spalding County Sentence Enforcement from probationers of this Court after termination of this agreement shall be forwarded

to the Clerk of Court, other than fees earned by the Court. The Court shall provide the County with a receipt for all property surrendered under this provision.

M. Compliance with the Law

The County shall comply with all federal, state and local laws, statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this.

N. Entire Agreement

This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the court, governing authority, and contractor.

O. Binding Agreement

This Agreement shall not be binding upon any successor to the undersigned Judge of the **Spalding County State Court**, Georgia and unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this agreement is not ratified by such successor, then the County shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless the Court gives written notice of ratification within 30 days of taking the oath of office. The Court has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff of the County. The same is applicable to change in leadership of the Governing Authority.

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS
AGREEMENT ON

THE _____ DAY OF _____, 20__.

By: _____

Name: Clay W. Davis

Title: Chairman, Board of Commissioners

Spalding County, Georgia

By:  _____

Chief Judge: Josh W. Thacker

Court: Spalding County State Court, Georgia

By:  _____

Name: Martha (Marty) Matthews Pasquale

Title: Chief Probation Officer/Director

Spalding County Sentence Enforcement

Exhibit A

SCHEDULE OF FEES

The following are fees paid by the offender to Spalding County Sentence Enforcement.

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Regular Probation Supervision	\$51.00 per month, per offender
Intensive Supervision (Requires minimum of 1 weekly contact)	\$61.00 per month, per offender
Pre-Trial Supervision	\$60.00 per month, per offender
Intake Fee	\$50.00 per case
<u>ADDITIONAL SERVICES</u>	<u>COST OF SERVICE</u>
On-Site Instant Drug/ETG Test	\$45.00 per screen
Drug Screens w/ Lab Confirmation	\$55.00 per screen
Leaked Specimen	\$25.00 per screen
Pre-Sentence Investigation	\$250.00 (Available if requested)



**BOARD OF COMMISSIONERS - EXTRAORDINARY
SESSION**

**Consider the award of a contract for resurfacing the parking lot located at
1313 Arthur K. Bolton Parkway Griffin, GA 30223.**

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:

[GSP Quote.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
 C9T94VP4-001
 Bid date
 Feb 19, 2026
 Expires
 Apr 20, 2026

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

Project name
 Georgia State Patrol Office
Project address
 1313 Arthur K Bolton Pkwy
 Griffin, GA 30223
Estimate name
 Georgia State Patrol Office

Payment Terms
 Due on Completion

Bid Items

Item #1

Option 1: 2" Mill & Pave

Qty	UOM	Line item total
3044	SY	\$68,972.00

Mill & Pave with 9.5mm Superpave Asphalt at above listed depth

- -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 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.

Item #2

Option 2: 1.5" Mill & Pave

Qty	UOM	Line item total
3044	SY	\$56,972.00

Mill & Pave with 9.5mm Superpave Asphalt at above listed depth

- -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 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.

Item #3

Option 3: 1.25" Asphalt Paving Overlay

Qty	UOM	Line item total
3044	SY	\$35,972.00

Furnish, place, and compact asphalt per thickness and type above

- -A tack coat will be where required over existing surface.
- -The new asphalt will be installed at the above depth using a self-propelled paver spreader box
- -We will roll and compact with a smooth drum roller to achieve a smooth and uniform surface.
- -Department of Transportation approved mix will be installed.
- -We recommend the freshly paved area be kept free of traffic for 12-18 hours to allow the new asphalt time to cure.
- -Contractor does not guarantee against standing/ponding water on lots that are less than 2% grade.

Item #4

Option 4: 1.5" Asphalt Paving Overlay

Qty	UOM	Line item total
3044	SY	\$42,372.00

Furnish, place, and compact asphalt per thickness and type above

- -A tack coat will be where required over existing surface.
- -The new asphalt will be installed at the above depth using a self-propelled paver spreader box
- -We will roll and compact with a smooth drum roller to achieve a smooth and uniform surface.
- -Department of Transportation approved mix will be installed.
- -We recommend the freshly paved area be kept free of traffic for 12-18 hours to allow the new asphalt time to cure.
- -Contractor does not guarantee against standing/ponding water on lots that are less than 2% grade.

Bid Total:
\$204,288.00

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 Parks, Public Grounds & Public Works
kking@spaldingcounty.com
(678) 572-8449

Kevin King

Submitted By

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

Matthew Davidson
3/4/26, 4:46 PM



Consideration of approval of grease trap under County-owned parking spaces at rear of 115 East Solomon Street and 112 North Hill Street.

Requesting Agency

Spalding County Community Development

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Yes

Summary and Background

Fiscal Impact / Funding Source

Private

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

[Staff Report 4.6.26.pdf](#)

[Property Pictures.pdf](#)

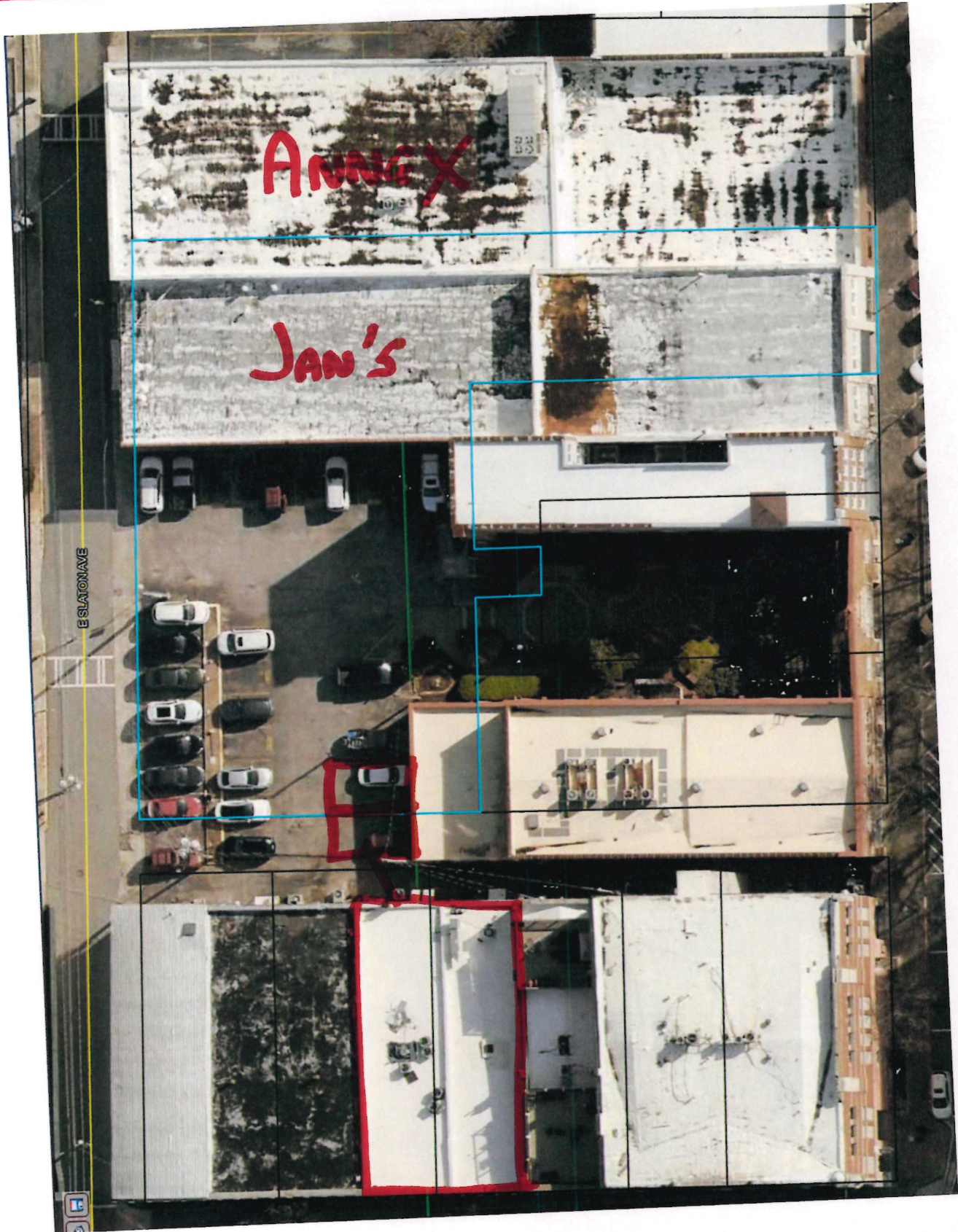


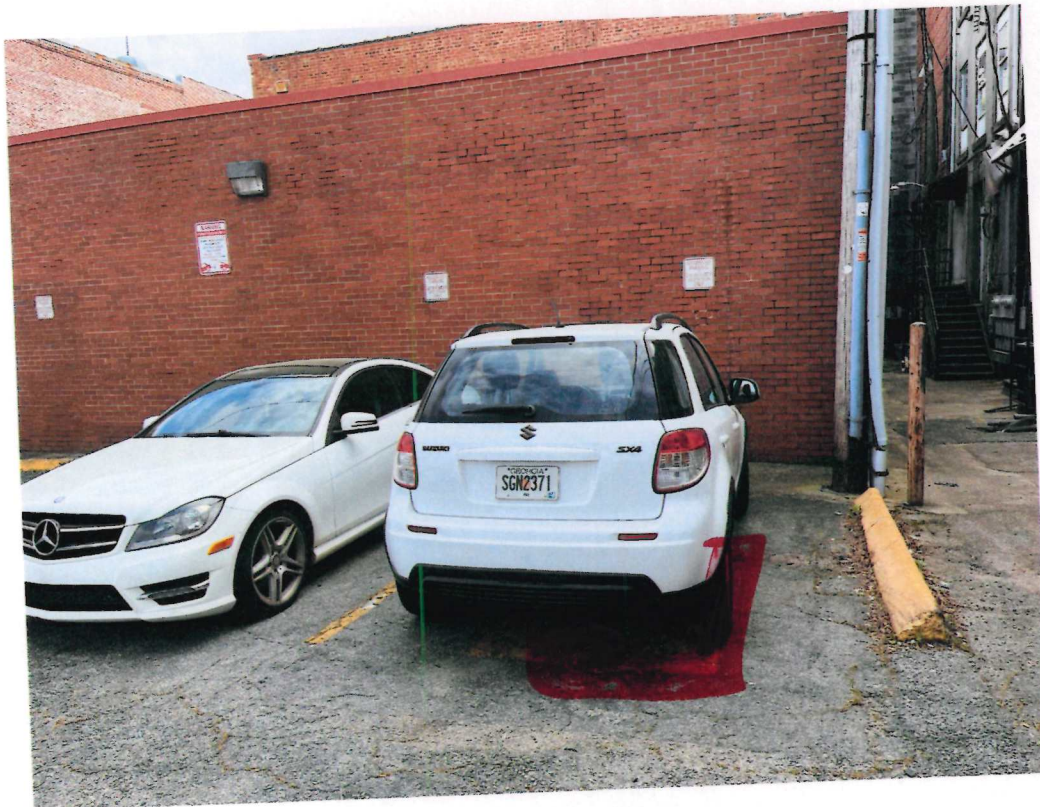
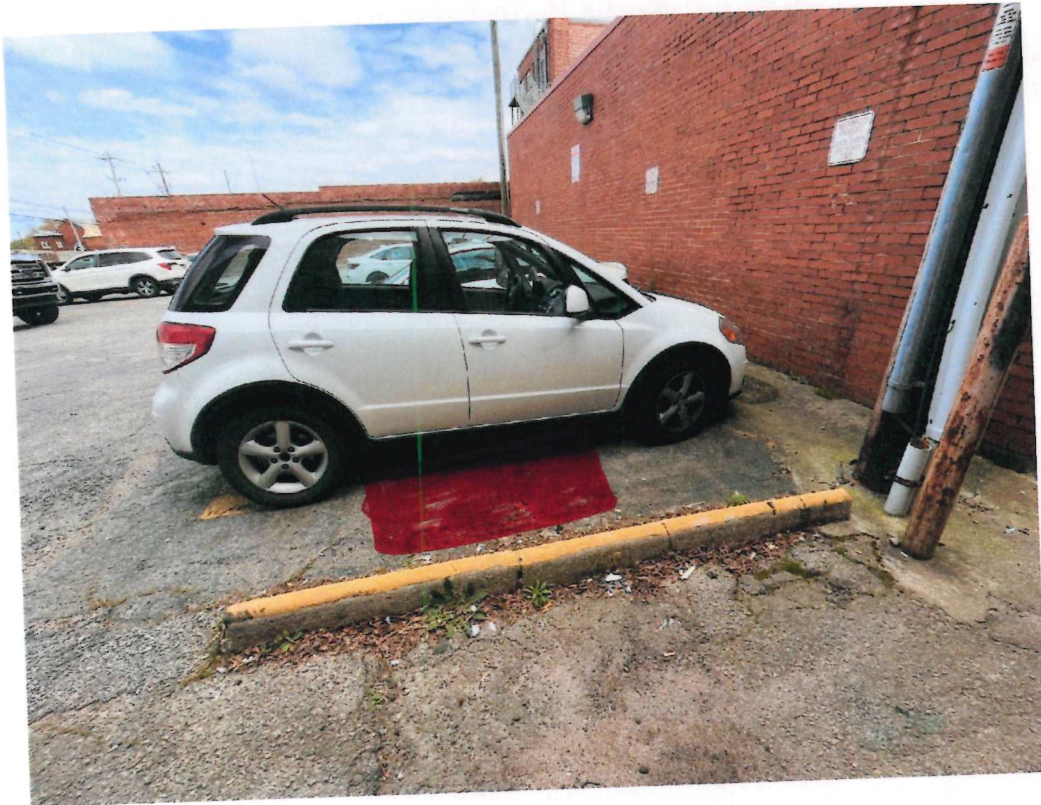
SPALDING COUNTY, GA
Community Development Department
Staff Report
For Recommendation Only

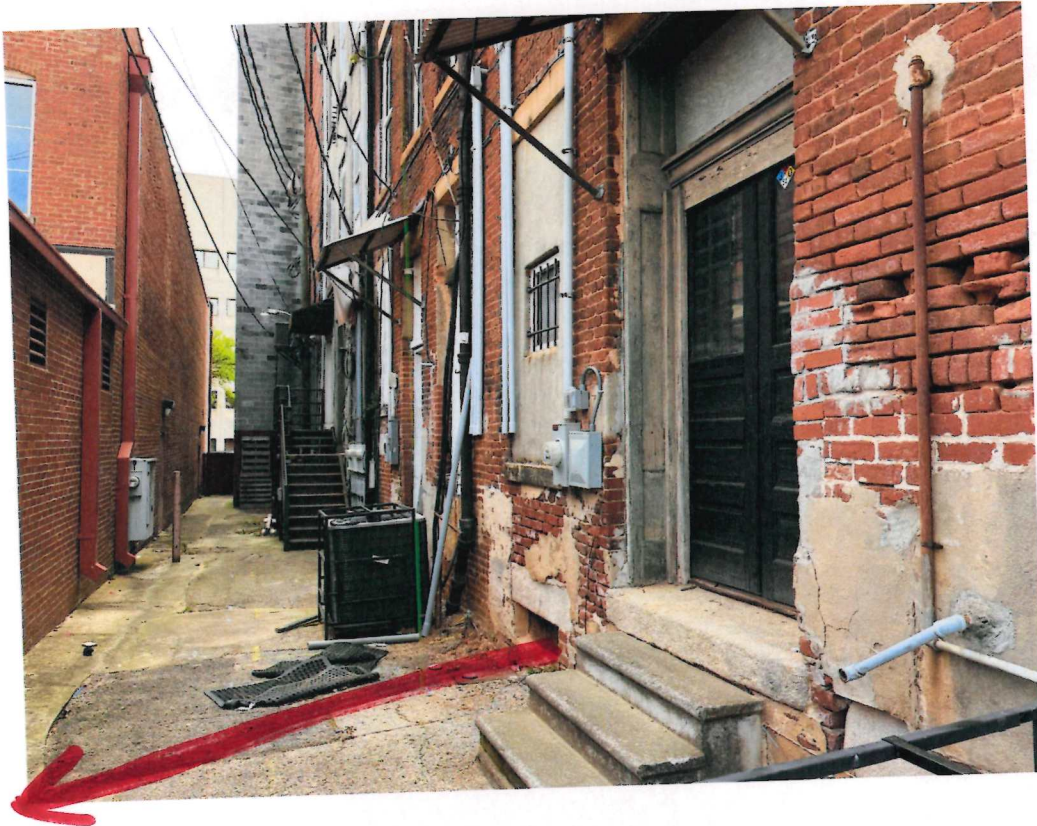
Grease Trap – 115 East Solomon Street

Recently, Mr. Brenin Mobley renovated 112 North Hill Street in the City of Griffin for a restaurant. The building suite is the former location for a barbershop, which was allowed the use of two parking spaces behind 112 North Hill Street, in the parking lot owned by Spalding County behind 115 East Solomon Street (see enclosed map). Mr. Mobley coordinated a grease trap with Doug White of Griffin Wastewater, but he needs to install the pipe and the grease trap and the pipe across the back alley and underneath the two parking spaces formerly allotted to the barbershop.

Basically, he is proposing to put the required grease trap for his restaurant under the two parking spaces and then concrete in the disturbed area, making the parking spaces usable again. These two spaces are not in the main flow area for traffic in and out of the parking lot and will not be affected by the demolition of Jan's.









**Consider request from Cindi Alexander for the use of the Courthouse steps
for National Day of Prayer**

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 - EXTRAORDINARY
SESSION**

**Consider Approval of C.W. Matthews Contract for 2026 T-SPLOST
projects**

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:

[SPALDING CONTRACT CWM EXECUTED.pdf](#)

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (the "Agreement") is made and entered into this 16th day of March, 2026, by and between SPALDING COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the SPALDING COUNTY BOARD OF COMMISSIONERS ("County") and C.W. Matthews Contracting Co., Inc., with its principal place of business located at 1600 Kenview Drive, Marietta, GA 30060 ("Contractor"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the County desires to employ a contractor to perform services for the construction of a Project, as defined below; and

WHEREAS, the County solicited bids for construction of the Project pursuant to Spalding County Invitation to Bid, 2026 TSPLOST RESURFACING PROJECT (RFP No. 2026-008), dated January 23, 2026; and

WHEREAS, the Contractor submitted a complete and timely bid and met all bid requirements such that the County awarded 2026 TSPLOST RESURFACING PROJECT (RFP No. 2026-008) to the Contractor; and

WHEREAS, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, based upon Contractor's bid to perform the construction services described herein, the County has selected Contractor as the successful bidder, and

WHEREAS, Contractor desires to perform the Work as set forth in this Agreement under the terms and conditions provided in this Agreement; and

WHEREAS, the public interest will be served by this Agreement; and

WHEREAS, Contractor has familiarized itself with the nature and extent of the Contract Documents, the Project, and the Work, with all local conditions and federal, state and local laws, ordinances, rules and regulations in any manner that may affect cost, progress or performance of Work, and Contractor is aware that he must be licensed to do business in the State of Georgia.

NOW THEREFORE, for and in consideration of the mutual promises contained herein and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

Section 1. Contract Documents

The following documents, incorporated herein by reference, constitute the Contract Documents:

- A. This Agreement;
- B. Invitation to Bid;
- C. Bid Documents from Contractor, dated February 26, 2026;
- D. All Addenda issued during the bid process;
- E. Performance Bond and Payment Bond;
- F. Noncollusion Affidavit of Prime Bidder;
- G. Final Affidavit;
- H. Alien Employment affidavits;
- I. Plans and specifications including but not limited to the Specifications, the Georgia Department of Transportation Specifications Standards, and Special Provisions, the Typical Resurfacing Section, Location Maps, and Roadway Summaries;
- J. Key Personnel;
- K. Notice of Award;
- L. Notice to Proceed;
- M. The following, which may be delivered or issued after the Effective Date of the Agreement: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

Section 2. Project Description

The Project is defined generally as follows: Project, 2026 TSPLOST RESURFACING PROJECT, which is described generally as asphalt patching and resurfacing of various roadways throughout Spalding County (the "Project").

Section 3. The Work

The Work to be completed under this Agreement (the "Work") includes, but shall not be limited to, the Work described in the Specifications, Bid Form, Roadway Summaries, the Georgia Department of Transportation Specifications, Standards, and Special Provisions, the Typical Resurfacing Section, Location Maps, and elsewhere in the Contract Documents. The Work includes all material, labor, insurance, tools, equipment, and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term "reasonably inferable" takes into consideration the understanding of the Parties that some details necessary for completion of the Work may not be shown on the drawings or included in the specifications, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for complete installation and operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents. In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the County, as determined by the County in its sole discretion, shall govern.

The County will issue a Notice to Proceed, which Notice to Proceed shall state the dates for beginning Work and for achieving Final Completion of Work. Work shall commence within fifteen (15) days of County's issuance of the Notice to Proceed.

Unless otherwise approved, the Contractor shall perform its obligations under this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

Section 4. Contract Periods; Liquidated Damages

- A. Contract Periods/Contract Term. Contractor warrants and represents that it will perform its Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The Contractor shall commence Work pursuant to this Agreement on or before a date to be specified on a written "Notice to Proceed" provided by the County (the "Commencement Date"), and the Parties intend that all Work shall be completed on or before the date **two hundred seventy (270) days following the Commencement Date specified in the Notice to Proceed.** Every effort will be made by the Contractor to shorten this period.
- B. Liquidated Damages. The County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss if the Work is not completed in accordance with the deadlines specified in Section 4(A) above and within the Contract Documents. The County and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed within the specified times. Accordingly, instead of requiring any such proof, the County and Contractor agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the County **One Hundred Fifty Dollars (\$150.00)** for each and every day that expires after the

deadlines provided herein, or agreed to in writing by both Parties in a change order.

- C. Expediting Completion. The Contractor is accountable for completing the Work within the time period provided in the Contract Documents, or as otherwise amended by a change order. If, in the judgment of the County, the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to insure timely completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the County, shall immediately take action to increase the rate of work placement by:

- (1) An increase in working forces;
- (2) An increase in equipment or tools;
- (3) An increase in hours of work or number of shifts;
- (4) Expediting delivery of materials; and/or
- (5) Other action proposed if acceptable to County.

Within five (5) calendar days after such notice from County that the Work is behind schedule, the Contractor shall notify the County in writing of the specific measures taken and/or planned to increase the rate of progress. The Contractor shall include an estimate as to the date of scheduled progress recovery. Should the County deem the plan of action inadequate, the Contractor shall take additional steps to make adjustments as necessary to its plan of action until it meets with the County's approval.

Section 5. Contractor's Compensation; Time and Method of Payment

- A. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed \$5,496,217.40 except as outlined in Section 6 below (the "Contract Price"). The compensation for Work performed shall be based upon the unit price shown on the Contractor's Bid Form and actual quantities installed.
- B. County agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the County that the Work was actually performed and costs actually incurred in accordance with this Agreement. Compensation for Work performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the Work performed, actual quantities installed and costs incurred. Invoices shall be submitted on a monthly basis, and such invoices shall reflect charges incurred versus charges budgeted. Each invoice shall be accompanied by an Interim Waiver and Release upon Payment (or a Waiver and Release upon Final Payment in the case of the invoice for final payment) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366.

- C. The Contractor through each invoice (except for the final invoice) may request payment for no more than ninety-five percent (95%) of that portion of the Work completed during the term covered by each invoice as agreed upon by the County. The final invoice issued by the Contractor shall include all amounts retained by the County under this paragraph, subject to any deviations in the Work or change orders executed pursuant to Section 6 of this Agreement.
- D. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders, as described in Section 6 below. The County shall pay the Contractor within thirty (30) days after approval of the invoice by County staff, less any retainage as described in this Section. No payments will be made for unauthorized work. Upon the County's certification of Completion of the Project, an invoice should be submitted to Spalding County, Attention: Dr. Steve Ledbetter, P.O. Box 1087, Griffin, Georgia 30224 for approval, with a copy submitted electronically to sledbetter@spaldingcounty.com. Payment will be sent to the designated address by U. S. Mail only; payment will not be hand-delivered, though the Contractor may arrange to pick up payments directly from the County or may make written requests for the County to deliver payments to the Contractor by Federal Express delivery at the Contractor's expense.

Section 6. Change Orders

- A. "Change order" means a written modification of the Contract Documents, signed by the County and the Contractor.
- B. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders and executed by the Contractor and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work. Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.
- C. The County has authority to execute any number of change orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth

in Section 5 above.

Section 7. Covenants of Contractor

A. Ethics Code

Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of County ordinances, or State or Federal laws or regulations.

B. Time is of the Essence

Contractor specifically acknowledges that TIME IS OF THE ESSENCE for completion of the Project.

C. Expertise of Contractor

Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. The Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of County and the Project in accordance with County's requirements and procedures.

Contractor represents that it has familiarized itself with the nature and extent of the Contract Documents, the Work, work site(s), locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Contractor further represents and agrees that it has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents. Contractor represents that it has given the County written notice of all conflicts, errors, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the County is acceptable to the Contractor.

Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor's profession or business and in compliance with all applicable federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project. Further, the Contractor agrees to bear the full cost of correcting the Contractor's negligent or improper Work, the negligent or improper work of its contractors and subcontractors, and any harm caused by such negligent Work.

The Contractor's duties shall not be diminished by any approval by the County of Work completed or produced; nor shall the Contractor be released from any liability by any approval by the County of Work completed or produced, it being understood that the County is ultimately relying upon the Contractor's skill and knowledge in performing the Work required under the Contract Documents.

In the event that during the course of performing the Work, the Contractor discovers or reasonably should discover that there exists in any drawings, specifications, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor (by the County or any other party) that is, in the Contractor's opinion, unsuitable, improper, or inaccurate for the purposes for which the document or data is furnished, Contractor shall promptly inform the County of such inaccuracies, impropriety, issues or concerns.

D. Budgetary Limitations

Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Contractor's profession and industry, Contractor will give written notice immediately to the County.

E. County's Reliance on the Work

The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that therefore, the County bears no responsibility for Contractor's Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of Work by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, or specifications by any person, body, or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and

correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principals.

F. Contractor's Reliance on Submissions by the County

Contractor must have timely information and input from the County in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by the County, but Contractor shall be required to provide immediate written notice to the County if Contractor knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.

G. Contractor's Representative

_____ shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.

H. Assignment of Agreement

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

I. Responsibility of Contractor and Indemnification of the County

The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify, and hold harmless the County, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as "County 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, attorney's 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, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the County or County 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 the County or County Parties, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor 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 subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County 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 this Agreement.

J. Independent Contractor

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of subcontractors, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.

Inasmuch as the County and the Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the County's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the County without the express knowledge and prior written consent of the County.

K. Insurance

- (1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County Attorney to form and content.

- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with limits no less than:
 - (a) Comprehensive General Liability policy of \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. Coverage requirements shall be as outlined in the Invitation to Bid.

 - (b) Comprehensive Automobile Liability policy (covering owned, non-owned, and hired automobiles) of \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. Coverage requirements shall be as outlined in the Invitation to Bid.

 - (c) Professional Liability policy of \$1,000,000 (one million dollars) for claims arising out of professional services and caused by the Contractor's errors, omissions, or negligent acts.

 - (d) Workers' Compensation policy with limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident. Coverage requirements shall be as outlined in the Invitation to Bid.

 - (e) Umbrella Liability policy of \$1,000,000 (one million dollars) with coverage at least as broad as the primary coverage as outlined in the requirements stated in the Invitation to Bid. Coverage requirements shall be as outlined in the Invitation to Bid.

- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County in writing.
- (4) Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:
 - (a) General Liability and Automobile Liability Coverage.
 - (i) The County and County Parties are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County or County Parties.
 - (ii) The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County or County Parties. Any insurance or self-insurance maintained by the County or County Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
 - (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County and County Parties.
 - (iv) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought.
 - (v) Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
 - (vi) The insurer shall agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Contractor for the County.

- (b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the County and County Parties for losses arising from work performed by the Contractor for the County.
- (c) Builder's Risk Insurance. Contractor shall provide a Builder's Risk Insurance Policy to be made payable to the County and Contractor, as their interests may appear. The policy amount shall be equal to 100% of the Contract price, written on a Builder's Risk "All Risk," or its equivalent. The policy shall provide, or be endorsed to provide, as follows: "The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy: i) Equipment may be delivered to the insured premises and installed in place ready for use; and ii) Partial or complete occupancy by Owner; and iii) Performance of Work in connection with construction operations insured by the Owner, by agents or lessees, or other Contractors of the Owner or Using Agency."
- (d) All Coverages:
 - (i) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
 - (ii) Policies shall have concurrent starting and ending dates.
- (5) Acceptability of Insurers: Insurance is to be placed with insurers licensed to do business in Georgia and with an A.M. Best's rating of no less than A:VII.
- (6) Verification of Coverage: Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this Section prior to the start of Work. The certificate of insurance and endorsements shall be on a form utilized by Contractor's insurer in its normal course of business and shall be received and approved by the County prior to execution of this Agreement by the County. The County reserves the right to require complete, certified copies of all required insurance policies, at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

- (7) Subcontractors: Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming the County and County Parties as additional insured.
- (8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later.
- (9) County as Additional Insured and Loss Payee: The County and County Parties shall be named as additional insured and loss payees on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

L. Bonds

The Contractor shall provide Performance and Payment bonds on the forms attached hereto as Exhibit "C" and with a surety licensed to do business in Georgia and listed on the Treasury Department's most current list (Circular 570 as amended). Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

M. Employment of Unauthorized Aliens Prohibited

(1) *E-Verify Affidavit*

It is the policy of the County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless the Contractor shall provide evidence on County-provided forms, attached hereto as Exhibits "F" and "G" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have conducted a verification, under the federal Employment Eligibility Verification ("EEV" or "E-Verify") program, of the social security numbers, or other identifying information now or hereafter accepted by the E-Verify program, of all employees who will perform work on the County contract to ensure that no unauthorized aliens will be employed. The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit "F", and submitted such affidavit to County. In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor

agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "G", and such subcontractor affidavit shall become part of the contractor/subcontractor agreement. Further, Contractor agrees to provide completed copies of Exhibit "G" to the County within five (5) business days of receipt from any subcontractor.

The County shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of three (3) years following completion of the contract.

The County shall further be authorized to conduct periodic inspections to ensure that no County contractor or contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Contractor's compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor's affidavit, attached hereto as Exhibit "F" and incorporated herein by this reference.

Contractor agrees that the employee-number category designated below is applicable to the Contractor.

X 500 or more employees.

 100 or more employees.

 Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement, the Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law, and shall be construed to be in conformity with those laws.

(2) *SAVE Affidavit and Secure Verifiable Document*

Pursuant to O.C.G.A. § 50-36-1, the County must obtain a SAVE Affidavit and a secure and verifiable document evidencing the Contractor's legal status in the County each time that Contractor obtains a public benefit, including any contract, from the County. Contractor hereby verifies that it has, prior to executing this Agreement, executed a SAVE Affidavit (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), a form of which is attached hereto as Exhibit "H", and submitted such affidavit to the County in person, electronically, or by mail. Further, Contractor verifies that it has, prior to executing this Agreement, submitted a secure and verifiable document, evidencing the Contractor's legal status, to the County either in person or electronically (in compliance with the Uniform Electronic Transactions Act). Contractor verifies that it is in compliance with the Residency Status of an Applicant for Public Benefit, as required by the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1).

N. Records, Reports and Audits

(1) Records:

- (a) Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

- (b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- (2) Reports and Information: Upon request, the Contractor shall furnish to the County any and all statements, records, reports, data, and information related to matters covered by this Agreement in the form requested by the County.
- (3) Audits and Inspections: At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all records with respect to all matters covered by this Agreement. The Contractor will permit the County to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and/or data relating to all matters covered by this Agreement.

O. Confidentiality

Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions, or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Record's Act, and Contractor further acknowledges that, if Contractor submits records containing trade secret information and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

P. Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required by any and all national, state,

County, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement; provided that some permits or licenses related to the Project may be obtained as part of the Work and shall be obtained as required. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals. The Contractor shall furnish copies of all such permits, licenses, or approvals to the County within ten (10) days after issuance.

Q. Key Personnel

All of the individuals identified in Exhibit "J" are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team, as listed in Exhibit "J", without written approval of the County. Contractor recognizes that the composition of this team was instrumental in the County's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the County's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this Section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination. Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

R. Authority to Contract

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners, or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

S. Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product, and other materials prepared or in the process of being prepared for the Work to be performed by the Contractor ("materials") shall be the property of the County, and the County shall be entitled to full access and copies of all such materials. Any such materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered

immediately to the County. The Contractor assumes all risk of loss, damage or destruction of or to such materials. If any materials are lost, damaged, or destroyed before final delivery to the County, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the County, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

T. Meetings

The Contractor is required to meet with the County's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract at no additional cost to the County. Meetings will occur as problems arise and will be coordinated by the County. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

U. Nondiscrimination

During the performance of this Agreement, the Contractor agrees as follows:

1. Compliance with Regulations

The Contractor shall comply with the Regulations, hereinafter defined, relative to nondiscrimination in federally-assisted programs of the Department of Transportation (the "DOT"), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination

The Contractor, with regard to the Work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the Contractor for Work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information and its facilities as may be determined by the County, GDOT, or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the County, or GDOT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain such information.

5. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscriminatory provision of this Agreement, County shall impose contract sanctions as it or GDOT or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the Contractor under the Agreement until Contractor complies; and/or
- (b) Cancellation, termination, or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issue thereto.

The Contractor shall take such action with respect to any subcontractor or procurement as the County or GDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctioning noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interest of the County and, in addition, the Contractor may request the Georgia Department of Transportation to enter into such litigation to protect the interests of the State and the United States to enter into such litigation to protect the interests of the United States.

Section 8. Covenants of the County

A. Right of Entry

The County shall provide for right of entry for Contractor to enter the respective property in order for Contractor to complete the Work.

Section 9. Warranty

The Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within one year from the date of Final Completion at no additional cost to the County. Further, Contractor shall provide all maintenance services, including parts and labor, for one year from the date of Final Completion at no additional cost to the County. An inspection shall be conducted by the County or its representative(s) near the completion of the one-year general warranty period to identify any issues that must be resolved by the Contractor. After the expiration of such warranty period, County shall be responsible for repairing issues resulting from normal wear and tear and shall be responsible for general maintenance of the Work; however, expiration of such warranty period shall not affect the Contractor's continued liability under an implied warranty of merchantability and fitness. All other warranties implied by law, including fitness for a particular purpose and suitability, are hereby preserved and shall apply in full force and effect beyond the one-year period.

Section 10. Termination

- A. The County may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor at least seven (7) calendar days in advance of the termination date. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties, unless otherwise instructed by the County. Provided that no damages are due to the County for Contractor's failure to perform in accordance with this Agreement, the County shall pay Contractor for work performed to date in accordance with Section 5 herein. The County shall have no further liability to Contractor for such termination. Further, at its sole discretion, the County may pay Contractor for additional value received as a result of Contractor's efforts, but in no case shall said payment exceed any remaining unpaid portion of the Contract Price.

- B. The County may terminate this Agreement for cause if Contractor breaches any material provision of this Agreement. The County shall give Contractor seven (7) days written notice of its intent to terminate the Agreement and the reasons therefore, and if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The County shall then make alternative arrangements for completion of the Project. The County will make no payment to the Contractor or its Surety until all costs of completing the Project are paid. If the unpaid balance of the amount due the Contractor, according to this Agreement, exceeds the cost of finishing the Project, County shall provide payment to the Contractor (or its Surety) for services rendered and expenses incurred prior to the termination date, provided that such payment shall not exceed the unpaid balance of the amount otherwise payable under this Agreement minus the cost of completing the Project. If the costs of completing the Project exceed the unpaid balance, the Contractor or its

Surety will pay the difference to the County.

The County reserves the right in termination for cause to take assignment of all contracts between the Contractor and its subcontractors, vendors, and suppliers. The County will promptly notify the Contractor of the contracts the County elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to effect such assignment.

- C. If the County terminates this Agreement for cause, and it is later determined that the County did not have grounds to do so, the termination will be treated as a termination for convenience under the terms of Section 10(A) above.
- D. Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.
- E. The Contractor shall have no right to terminate this agreement prior to completion of the Work, except in the event of the County's failure to pay the Contractor within thirty (30) days of Contractor providing the County with notice of a delinquent payment and an opportunity to cure.
- F. The rights and remedies of the County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

Section 11. Miscellaneous

- A. Defined Terms. Terms used in this Agreement shall have their ordinary meaning, unless otherwise defined below or elsewhere in the Contract Documents.
 - (i) "Final Completion" means when the Work has been completed in accordance with terms and conditions of the Contract Documents.
- B. Complete Agreement. This Agreement, including the Contract Documents, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement or the Contract Documents shall be valid and binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

- C. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Georgia. Any action or suit related to this Agreement shall be brought in the Superior Court of Spalding County, Georgia.
- D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- E. Invalidity of Provisions; Severability. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may for any reason be hereafter declared invalid.
- F. Business License. Prior to commencement of the Work to be provided hereunder, the Contractor shall provide to Spalding County a copy of a current business license from a City or County within the State of Georgia.
- G. Notices.

(1) Communications Relating to Day-to-Day Activities.

All communications relating to the day-to-day activities of the Work shall be exchanged between Charles Dotson/Kevin King for the County and Joe Deskins for the Contractor.

(2) Official Notices.

All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent *via* national overnight commercial carrier to the Parties at the addresses given below, or at a substitute address previously furnished to the other Parties by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

Spalding County Board of Commissioners
Attn: Dr. Steve Ledbetter, County Manager
P.O. Box 1087
Griffin, Georgia 30224

NOTICE TO CONTRACTOR shall be sent to:

C.W. Matthews Contracting Co., Inc.
Attn: Melissa Amezquita
PO Box 970
Marietta, GA 30061

Future changes in address shall be effective only upon written notice being given by the County to the Contractor or by the Contractor to the County Administrator via one of the delivery methods described in this Section.

- H. Waiver of Agreement. No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement.
- I. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.
- J. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any County Party. No County Party shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any employee, officer, director, or elected or appointed official.
- K. Force Majeure. Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of

their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONTRACTOR; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

- L. Headings. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, nor in any way affect this Agreement.
- M. No Third Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.
- N. Successors and Assigns. Each Party binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement effective as of the date first above written.

[SIGNATURES ON FOLLOWING PAGE]

[CONTRACTOR NAME]

Spalding County Board of Commissioners
Spalding County, Georgia

By: Jeffrey C. Shropshire
[SIGNATURE]

[SIGNATURE]

Jeffrey C. Shropshire
Senior Vice President
[PRINTED NAME AND TITLE]

[PRINTED NAME AND TITLE]

[CORPORATE SEAL]

[COUNTY SEAL]

SIGNED, SEALED, AND DELIVERED
in the presence of:

SIGNED, SEALED, AND DELIVERED
in the presence of:

Benny M. Brown
Witness

Witness

Benny M. Brown
Vice President
& Assistant Secretary

Makenzie Hulley
Notary Public

Notary Public

[NOTARY SEAL]

[NOTARY SEAL]

My Commission Expires:

My Commission Expires:

11/20/2028



CONSTRUCTION PERFORMANCE BOND
 (This form must be used as Construction Performance Bond Form)

CONTRACTOR (name and address):

C.W. MATTHEWS CONTRACTING CO., INC.
 1600 KENVIEW DRIVE
 MARIETTA, GA 30060

SURETY (name and address of principal place of business):

Federal Insurance Company
 202B Hall's Mill Road
 Whitehouse Station, NJ 08889

OWNER:

SPALDING COUNTY
 119 EAST SOLOMON STREET
 GRIFFIN, GA 30223

CONSTRUCTION CONTRACT

Effective Date of the Agreement: March 16, 2026

Amount: Five Million Four Hundred Ninety-Six Thousand Two Hundred Seventeen And 40/100 (\$5,496,217.40)

Description: SPALDING COUNTY 2026 TSPLOST RESURFACING PROJECT

BOND

Bond Number: K42201273

Date: March 16, 2026

Amount: **(110% of Contract Amount)** Six Million Forty-Five Thousand Eight Hundred Thirty-Nine And 14/100 (\$6,045,839.14)

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

C.W. Matthews Contracting Co.
 Contractor's Name and Corporate Seal



Federal Insurance Company
 Surety's Name and Corporate Seal (seal)

By: Jeffrey C. Shropshire
 Signature

Holli Orr
 Signature (attach power of attorney)

Jeffrey C. Shropshire
 Print Name

Holli Orr
 Print Name

Senior Vice President
 Title

Attorney-in-Fact
 Title

Attest: Benny M. Brown
 Signature

Attest: Maggie Duffner
 Signature

Benny M. Brown, + Assistant Secretary
 Title

Maggie Duffner, Witness as to Surety
 Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted

within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

BOND SHALL BE 110% OF CONTRACT AMOUNT.

Power of Attorney

**Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company**

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Holli Orr, Jennifer Westmoreland and Wesley P. Williams of Atlanta, Georgia -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 8th day of April 2024.

Rupert H.D. Swindells

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn

Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon SS.

On this 8th day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Contursi
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this March 16, 2026



Rupert H.D. Swindells
Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

CONSTRUCTION PAYMENT BOND

(This form must be used as Construction Payment Bond Form)

CONTRACTOR (name and address):

C.W. MATTHEWS CONTRACTING CO., INC.
1600 KENVIEW DRIVE
MARIETTA, GA 30060

SURETY (name and address of principal place of business):

Federal Insurance Company
202B Hall's Mill Road
Whitehouse Station, NJ 08889

OWNER:

SPALDING COUNTY
119 EAST SOLOMON STREET
GRIFFIN, GA 30223

CONSTRUCTION CONTRACT

Effective Date of the Agreement: March 16, 2026

Amount: Five Million Four Hundred Ninety-Six Thousand Two Hundred Seventeen and 40/100 (\$5,496,217.40)

Description: SPALDING COUNTY 2026 TSPLOST RESURFACING PROJECT

BOND

Bond Number: K42201273

Date: March 16, 2026

Amount: **(110% of Contract Amount)** Six Million Forty-Five Thousand Eight Hundred Thirty-Nine And 14/100 (\$6,045,839.14)

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

C.W. Matthews Contracting Co., Inc.

Contractor's Name and Corporate Seal



SURETY

Federal Insurance Company

Surety's Name and Corporate Seal

(seal)

By:

Jeffrey C. Shropshire
Signature

Jeffrey C. Shropshire

Print Name

Senior Vice President

Title

Attest:

Benny M. Brown
Signature Vice President

Benny M. Brown, Assistant Secretary
Title

By:

Holli Orr
Signature (attach power of attorney)

Holli Orr

Print Name

Attorney-in-Fact

Title

Attest:

Maggie Duffer
Signature

Maggie Duffer, Witness as to Surety
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page,

including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

BOND SHALL BE 110% OF CONTRACT AMOUNT.

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Holli Orr, Jennifer Westmoreland and Wesley P. Williams of Atlanta, Georgia

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 8th day of April 2024.

Rupert HD Swindells
Rupert HD Swindells, Assistant Secretary

Warren Eichhorn
Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon SS.

On this 8th day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Contursi
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this March 16, 2026



Rupert HD Swindells
Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



Consider acceptance of \$1,167,546.30 LMIG LRA funding from GDOT for the resurfacing of 3.65 miles of roadway to include the addition of \$321,581.43 in excess TSPLIT funds as the match.

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

Swint Rd= Liberty Hill to Rehoboth Church Rd .67 Miles
High Falls Rd= Bucksnot Rd to The Butts County Line 1.36 Miles
Steele Rd= Minter Rd to Grizzley Ln .78 Miles
Church Rd= Slaughter Rd to Hillview Rd .53 Miles
Beaver Rd= Dundee Lake Road to End .31 Miles

NOTE: Year 5 resurfacing eliminates all Red PCI in District 3

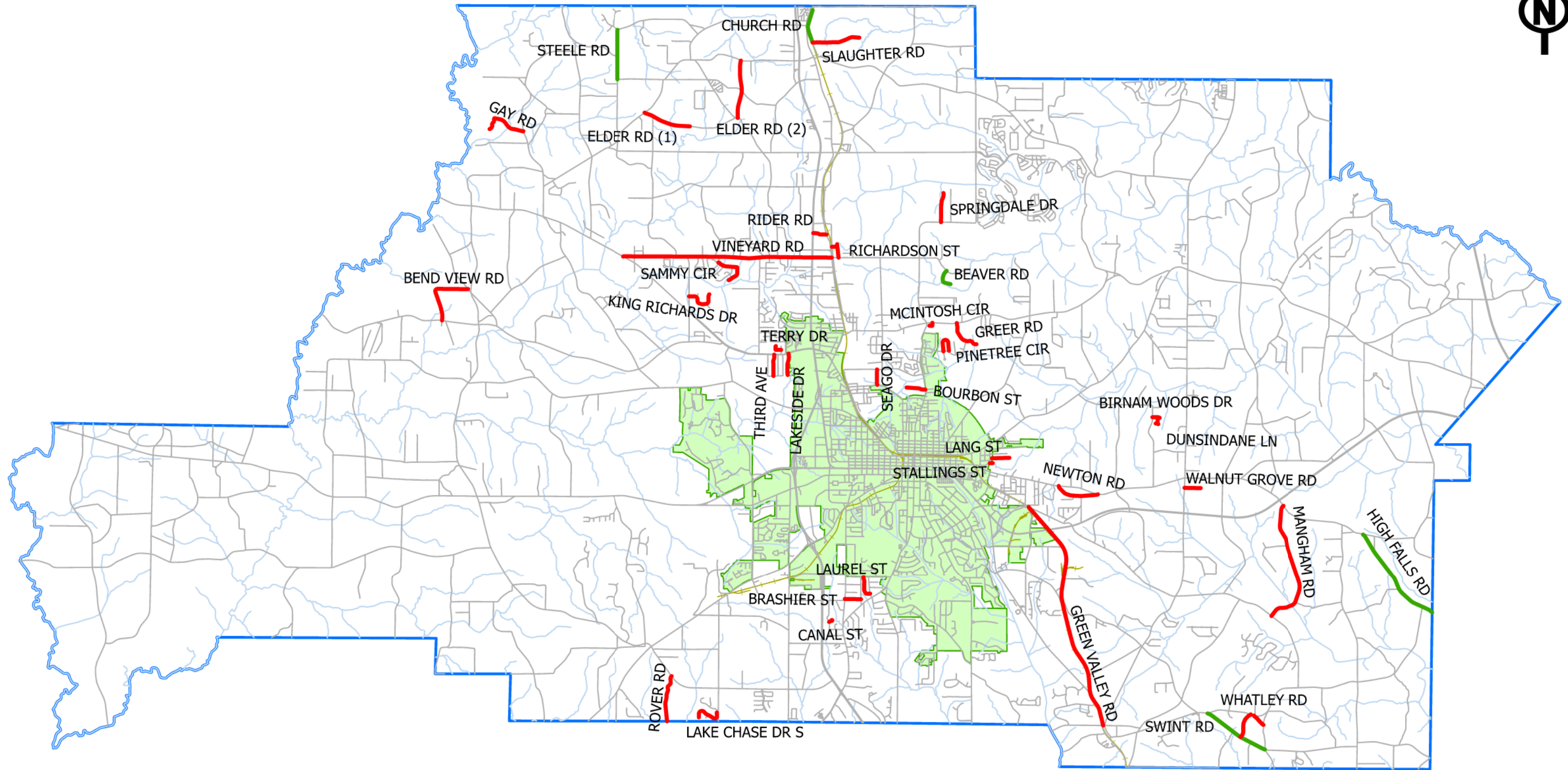
Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:

[2026 TSPLOST w Additional Roads.pdf](#)

[CW Matthews - Change Order.pdf](#)



**SPALDING COUNTY
2026 TSPLOST RESURFACING PROJECT**

EXHIBIT 2

Change Order No. 1

Date of Issuance: 04/10/2026 Effective Date: 04/10/2026

Project: 2020 TSPLOST	Owner: Spalding County	Owner's Contract No.:
Contract: 2026 TSPLOST Resurfacing Project		Date of Contract: March 16, 2026
Contractor: C.W. Matthews Contracting Co., Inc.		Engineer's Project No.: 21149.00

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Remediation of poor soils as needed on various streets in the 2025 TSPLOST Resurfacing Project.

Attachments (list documents supporting change):

Proposal from E.R. Snell

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 5,496,217.40

[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A:

\$ N/A

Contract Price prior to this Change Order:

\$ 5,496,217.40

Increase of this Change Order:

\$ 1,489,127.73

Contract Price incorporating this Change Order:

\$ 6,985,345.13

Original Contract Times: Working days Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: 
Engineer (Authorized Signature)

Date: April 10, 2026

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

**SPALDING COUNTY
2026 TSPLOST RESURFACING PROJECT
ADDITIONAL ROADS
2026-008**

Item	Description	Unit	Estimated Quantity	Unit Price	Item Total
ROAD RESURFACING					
1	PAYMENT & PERFORMANCE BONDS	LS	1	\$4,054.98	\$4,054.98
2	MOBILIZATION	LS	1	\$140,766.99	\$140,766.99
3	TRAFFIC CONTROL	LS	1	\$76,463.64	\$76,463.64
4	ASPHALTIC CONCRETE OPEN GRADED CRACKED RELIEF INTERLAYER, GP BLEND, INCL BITUM MATL & H LIME	TN	4,063	\$109.18	\$443,549.35
5	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TP II, GP 2, INCL BITUM MATL & H LIME (165 LBS/SY)	TN	6,893	\$91.90	\$633,428.59
6	BITUMINOUS TACK COAT	GAL	10,397	\$2.29	\$23,809.59
7	ASPHALT MILLING (1-INCH DEPTH)	SY	3,300	\$1.78	\$5,874.00
8	SHOULDER BUILDING, INCLUDING GRASSING (CONTRACTOR TO PROVIDE FILL MATERIAL)	LM	5.79	\$17,412.96	\$100,821.04
9	THERMOPLASTIC PAVEMENT MARKING, 24" WHITE STOP BAR	EA	3	\$150.00	\$450.00
10	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 INCH, WHITE	LM	11.58	\$2,850.00	\$33,003.00
11	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 INCH, YELLOW	LM	8.18	\$2,850.00	\$23,316.78
12	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 INCH, YELLOW	GLM	1.79	\$2,000.00	\$3,589.77
13	THERMOPLASTIC PAVEMENT MARKING, ARROW, TYPE 2, WHITE	EA			
14	THERMOPLASTIC GORE STRIPING, YELLOW (GREEN VALLEY ROAD AT SR 16, NORTH & SOUTH OF THE INTERSECTION)	LS			
15	THERMOPLASTIC GORE STRIPING, WHITE (GREEN VALLEY ROAD AT GREEN VALLEY BLVD)	LS			
16	THERMOPLASTIC GORE STRIPING, WHITE (GREEN VALLEY ROAD AT CATERPILLAR DRIVEWAY)	LS			
17	THERMOPLASTIC GORE STRIPING, WHITE (GREEN VALLEY ROAD AT BOYD'S CROSSING ROAD)	LS			
18	THERMOPLASTIC GORE STRIPING, WHITE (VINEYARD ROAD AT BURGUNDY DRIVE)	LS			
19	ADJUST SEWER MANHOLE TO GRADE	EA			
			TOTAL CONSTRUCTION =		\$1,489,127.73



**Consider Approval of Atlanta Gas Light Company Easement Agreement with
the Griffin Spalding County Airport Authority**

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:

[AGLC Easement_Griffin Spalding Airport Authority_AGLC Draft 11-19-25.docx](#)

[Airport_AGL_Easement_Map_20260415.pdf](#)

RETURN TO:
Southern Company Gas
Land Management-BIN 104
10 Peachtree Place NE
Atlanta, GA 30309

STATE OF GEORGIA
COUNTY OF SPALDING

ATLANTA GAS LIGHT COMPANY
EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the “**Agreement**”) is made and entered into this ____ day of January 2026, by and between **GRIFFIN SPALDING COUNTY AIRPORT AUTHORITY** (“**Property Owner**”), and **ATLANTA GAS LIGHT COMPANY**, a Georgia corporation (“**AGLC**”).

WHEREAS, Property Owner is the owner of real property more particularly shown on **Exhibit “A”** attached to this Agreement (the “**Property**”); and is the owner of the fee simple title to land lying in Land Lot 209 of the 2nd District and Land Lots 193, 224 & 225 of the 3rd District Spalding County, Georgia, as described in deeds recorded in Deed Book ____, Page ____, Deed Book ____, Page ____, Deed Book ____, Page ____, Deed Book ____, Page ____, Deed Book ____, Page ____, Deed Book ____, Page ____, Deed Book ____, Page ____ & Deed Book ____, Page ____, respectively, in the Office of the Clerk of the Superior Court of Spalding County, Georgia.

WHEREAS, Property Owner and AGLC desire to establish easements over, under, across and through a portion of the Property which easement area is fifty feet (50’) in width, as more particularly described on **Exhibit “A”** attached to this Agreement (the “**Easement Area**”).

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties agree as follows:

1. Grant of Easements. Property Owner hereby grants and conveys AGLC the following easements, rights and privileges (collectively called the “**Easements**”):

- a. An exclusive perpetual easement from time to time to construct, install, lay, maintain, inspect, test, operate, repair, replace, alter, renew, rebuild, reconstruct, upgrade, enhance, change, patrol, add and remove in, upon, under, and above the Easement Area pipes, mains, equipment, cables, lines, conduits, valves, regulators, meters, anodes, fittings, markers, cathodic protection facilities, regulator stations, and pipeline communication systems, of every nature and description, together with such machinery, apparatus, equipment, fixtures, improvements, appurtenances and facilities related thereto or as AGLC in its sole discretion, deems necessary or desirable (collectively called the “**Systems**”) and to perform any additional activities deemed necessary or desirable by AGLC, in its sole discretion.

- b. A non-exclusive perpetual easement from time to time of unrestricted and free access, ingress and egress to and from the Easement Area on, over and through the Property.
- c. A non-exclusive perpetual easement from time to time to go on, over and through Property and the Easement Area to inspect and survey the Property and Easement Area;
- d. The right to excavate the Easement Area; and
- e. All other rights, privileges, and easements necessary or convenient for the full enjoyment and use of the Easement Area, the Easement and the rights and privileges of the granted in this Agreement.
- f. Additionally, Property Owner hereby grants and conveys to AGLC an exclusive temporary construction easement as shown on Exhibit "A" ("the Temporary Construction Easement Area") to move, stage, and store construction or other machinery, equipment, materials, and to do such other activities as AGLC shall deem necessary or desirable in connection with the installation of the Systems. AGLC's use of the Temporary Construction Easement Area shall expire on the date 180 days after the date of commencement of construction of the Systems. After any construction or maintenance, AGLC shall restore the Easement Area and/or Temporary Construction Easement Area to as near as possible its original condition and contour subject to Section 2 of this agreement.

2. Non-interference with Use of Easement Area. AGLC shall have the right to cut, remove, clear and keep all trees, branches, undergrowth and other obstructions from the Easement Area and the Property as AGLC may deem necessary from time to time for the use of the Easement and for the safe operation and maintenance of and access to the Systems. AGLC is hereby entitled to the use of the Easement Area for the purposes set forth in this Agreement, and any use or activity by any other party that is inconsistent with the permitted uses of AGLC is strictly prohibited. Construction of any buildings or other structures on, or any grading, digging, or filling of the Easement Area shall not be permitted without the express written consent of AGLC. With respect to any future use of the Easement Area that AGLC may determine to pursue, in the event that any existing use of the Easement Area by any party other than AGLC interferes or is inconsistent with such future use (the "**Inconsistent Use**"), the Inconsistent Use shall immediately be discontinued, and all obstructions, including, without limitation, all facilities, buildings, and other structures, associated with the Inconsistent Use, shall be removed from the Easement Area to the extent necessary to avoid interference with the AGLC's use of the Easement Area, and all costs and expenses associated with discontinuing such Inconsistent Use and removing any obstructions shall be borne by the party engaged in such Inconsistent Use.

3. Transferability. AGLC shall have the full right and authority from time to time to lease, sell, assign, transfer, grant easements and convey to others, the estates, title, interests, rights, and privileges granted or declared in this Agreement, in whole or in part, without the prior consent of Property Owner or any other party.

4. Title. Property Owner represents and warrants that Property Owner has good, marketable insurable title to the Property. AGLC shall have and hold the Easement and the Easement Area in perpetuity.

5. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State in which the Property is located.

6. Binding Effect. This Agreement shall be binding upon and enforceable against, and shall be for the benefit of, the parties hereto and their respective heirs, legal representatives, successors and assigns.

7. Entire Agreement; Other Easements. This Agreement supersedes all prior discussions and agreements between the parties and contains the entire agreement between the parties with respect to the Easement and the other matters described herein. In the event AGLC currently has any other easement or easements pertaining in whole or part to the Easement Area, then the provisions of such other easements and this Agreement shall be cumulative; provided however, in the event of any conflict between the terms of this Agreement and the terms of any other easements, the terms of this Agreement shall apply.

8. Severability. If any of the provisions of this Agreement are hereinafter expressly declared by a court of competent jurisdiction to be invalid or unenforceable, then any such provision shall be canceled and severed from this Agreement and the other provisions of this Agreement shall continue in full force and effect.

9. Running with the Land. The provisions of this Agreement shall run with and bind the Property and shall be and remain in effect perpetually.

10. Enforcement. AGLC shall have the right to take any action, whether at law or at equity, to enforce or prevent the interference with, the easements, rights and privileges granted in this Agreement.

11. Headings. The headings of this Agreement are for convenience only, shall in no way define or limit the scope or content this Agreement, and shall not be considered in any construction or interpretation of the provisions of this Agreement or any part of this Agreement.

12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

13. Construction. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by reason of such party having or being deemed to have prepared or drafted such provision.

14. Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and shall be construed to be a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time such terms are used.

15. Authority. The parties warrant and represent one to the other that they have full power and authority to enter into this Agreement.

TO HAVE AND HOLD, the rights, privileges and duties set out herein.

IN WITNESS WHEREOF, this Agreement is signed and sealed as of the day and year first above written.

**Grantor: GRIFFIN SPALDING COUNTY
AIRPORT AUTHORITY**

Signed Sealed & Delivered
In the presence of:

Unofficial Witness

By: _____
Signature

Notary Public

Print Name: _____

My Commission Expires:

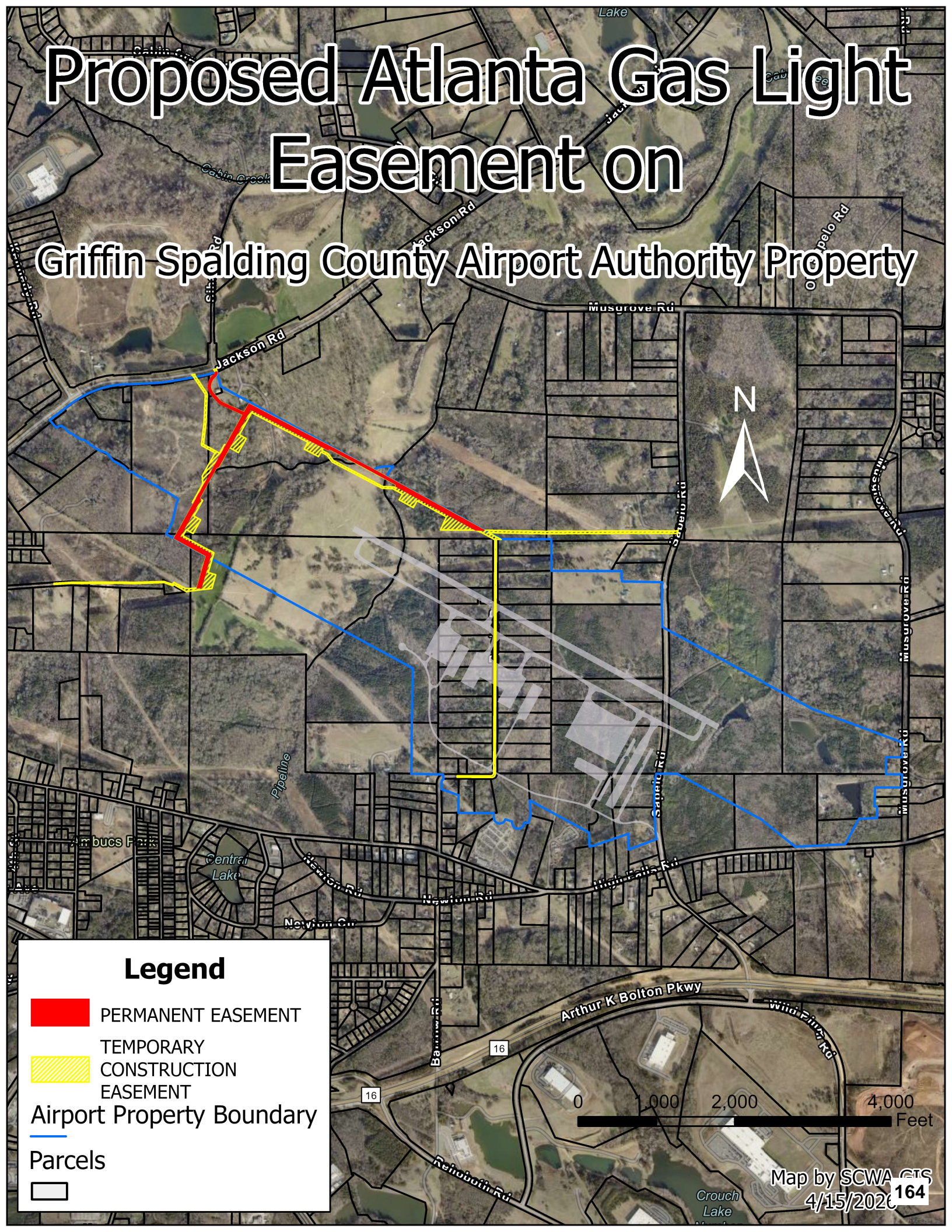
Title: _____

(NOTARY SEAL)





Exhibit "A"

Description of the Property, Easement Area
and/or
Temporary Construction Easement Area

Proposed Atlanta Gas Light Easement on Griffin Spalding County Airport Authority Property



Legend

-  PERMANENT EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT
-  Airport Property Boundary
-  Parcels



**Consider Approval of the Griffin-Spalding County Airport Annual
Memorandum of Agreement Summary Report**

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:

[Annual MOA Summary Report_March 2026.pdf](#)



Griffin-Spalding County Airport Annual Memorandum of Agreement Summary Report

To: Dr. Randy Peters, Griffin-Spalding Airport Authority; Honorable Douglas S. Hollberg, Mayor, City of Griffin; Honorable Clay Davis, III, Chairman, Spalding County Board of Commissioners

From: Michelle McIntosh, Senior Environmental Planner, Croy Engineering, LLC

CC: Parks Preston, Atlanta ADO, FAA; Collette Williams, GDOT; Lew Walker, GDOT; Bonnie Baskin, GDOT; Robert D. Mohl, Airport Manager; Greg Teague, Croy; Madison Teague, Croy; Michael Carter, Croy

Date: March 27, 2026

A Memorandum of Agreement (MOA) among the Federal Aviation Administration (FAA); the Georgia Department of Transportation (GDOT); the City of Griffin, Georgia; Spalding County, Georgia; the Griffin-Spalding County Airport Authority; and the Georgia State Historic Preservation Officer (GA SHPO) regarding the construction of a new airport in Griffin, Spalding County, Georgia was fully executed and dated April 2, 2020 (see MOA attached). Furthermore, an amendment was executed on April 24, 2025, that extended the terms of the agreement until April 27, 2030. With the exception of Article VI, Duration, all terms and conditions of the original Agreement shall remain in full force and effect through the term of the Amendment (see Amendment to MOA attached).

Per Stipulation VIII of the MOA, each year following the execution of the MOA until it expires or is terminated, the City, County, and Authority shall provide all parties to the MOA with a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and/or any disputes and/or objections received in the City, County, and Authority's efforts to carry out the terms of the MOA.

Per the requirements of Stipulation VIII, the following table includes an itemization of all MOA stipulations and a summary report detailing work undertaken to date, pursuant to the MOA terms as discussed above:

Stip #	Stipulation	Status Summary as of March 27, 2026
I.A	<p>Archaeological Investigation – After acquisition and prior to start of any ground disturbance, archaeological Site 9SP216 (rock pile) will be thoroughly analyzed for the presence of a burial site. If found to be a burial site, the total site, along with a 30’ buffer will be fenced so that there can be no ground disturbance in this area. A cultural resources survey report will be prepared and submitted to GA SHPO for concurrence. If found to be a burial site, a plan will be prepared for preservation of the site. FAA and GA SHPO must concur with the preservation plan.</p>	<p>COMPLETE - The archaeological investigation was conducted by Brockington and Associates in August of 2021 and a report dated April 2023 was submitted to the GDOT on March 27, 2023, for submittal to the GA SHPO. Findings in the report concluded that the rock pile is not a burial site.</p>
II.A	<p>Archaeological Site Preservation – Archaeological sites 9SP191 (the Hopkins Tract) and 9SP213 (the Thomas-Bennett house site) will be purchased by the Sponsor. The sites, including a 25’ buffer will be fenced and preserved.</p> <hr/> <p>If at any time in the future, disturbance (including tree removal) may be required, a survey of the sites will be conducted to determine if artifact recovery is recommended. If recommended, the appropriate plan will be completed and approved by FAA and GA SHPO and recovery completed in accordance with the plan.</p>	<p>IN PROGRESS – Design efforts for the initial airport construction are currently on going and will include fencing around the 25’ buffers of Archaeological sites 9SP191 and 9SP213 prior to clearing or grading in the area of the resources.</p> <hr/> <p>A determination as to whether or not artifact recovery is recommended for the ultimate buildout airport construction will be made during the ultimate buildout design phase, which is still to be determined.</p>
III.A	<p>Vegetative Screening – Prior to clearing and grading, a landscape plan will be submitted to GA SHPO identifying appropriate screening of the Central Hall House noted as Resource 9.</p>	<p>COMPLETE – The landscaping plan for Resource 9 has been completed and was approved by the GA SHPO in a letter dated October 2, 2025.</p> <hr/> <p>REEVALUATION IN PROGRESS – As a result of more detailed design plans now available, the proposed fence line in the area of Resource 9 needs to be realigned to accommodate a proposed utility easement. Since the approved Resource 9 Landscape Plan was proposed along the previously proposed fence line, the Resource 9 Landscape Plan needs to be reevaluated and revised to accommodate the revised fence line and more detailed design plans now available.</p>
IV	<p>Permanent Archival Record (PAR) – Approximately 24 acres of the Thomas-Melin Farm/Resource 1, a portion of which is currently under agricultural production (pecan trees), will be converted to airport use as necessary to meet FAA airport standards. All existing farm structures and infrastructure will be avoided, including the identified boundary of the associated archaeological site.</p>	<p>IN PROGRESS – Design efforts for the initial airport construction are currently on going and will avoid structures and infrastructure associated with the Thomas-Melin Farm/Resource 1.</p>

Stip #	Stipulation	Status Summary as of March 27, 2026
IV.A	<p>PAR Thomas-Melin Farm – Prior to acquisition of the Thomas-Melin Farm property, digital photographs will be taken of the buildings and landscape within the Thomas-Melin Farm including views of the exterior and interior of all buildings, structural or decorative detailing such as roof, mantels, interior molding, exterior woodwork, and structural systems on the underside of buildings. Digital photographs showing the overall complex and its setting will also be included.</p>	<p>COMPLETE – The Thomas-Melin Farm/ Resource 1 PAR has been completed and was approved by the GA SHPO in a letter dated December 16, 2025.</p>
IV.B	<p>PAR Thomas-Melin Farm – The photographer shall comply with the minimum level standards necessary for document retention at GA SHPO pursuant to the Guidelines for Establishing a Photographic Permanent Archival Record. A draft copy of the PAR will be provided to GA SHPO for a 30-day review and comment period. The City, County, and Authority will respond to GA SHPO comments regarding the draft PAR within 30-days of receipt.</p> <hr/> <p>After the draft has been reviewed, a final archival copy of the PAR will be provided to GA SHPO and to a local GA SHPO-approved repository.</p>	<p>COMPLETE – The Thomas-Melin Farm/ Resource 1 PAR has been completed and was approved by the GA SHPO in a letter dated December 16, 2025.</p> <hr/> <p>IN PROGRESS – The final archival copy of the PAR has been provided to the GA SHPO. Delivery of the final archival copy of the PAR will be delivered to the Griffin Spalding Museum no later than the end of April 2026.</p>
V	<p>Public Domain of Agency Records – All rights, title, and interest in all documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared pursuant to this MOA, including without limitation any copyright, title, trademark, and intellectual property rights in and to the project materials, shall remain with the City, County, and Authority. The City, County, and Authority reserves unto itself all rights of every kind and nature except those expressly granted to the GA SHPO herein. The City, County, and Authority hereby grants to the GA SHPO a worldwide, perpetual, nonexclusive, nontransferable, unconditional, royalty free, irrevocable license to use, reproduce, exhibit, transmit, distribute, maintain, and modify the project materials, in whole or in part, and to incorporate the project materials, in whole or in part, into other works, including but not limited to any and all markets, media, and advertising. The City, County, and Authority hereby waives the right to inspect or approve any copy that is used in connection with the works in any existing or subsequently developed medium and agree to release and discharge the GA SHPO from any and all claims arising out of such use for the purposes described above.</p>	<p>Ongoing and perpetual.</p>

Stip #	Stipulation	Status Summary as of March 27, 2026
VI	Duration – This MOA shall expire if its terms are not carried out within five (5) years from the date which the fully executed MOA is filed with ACHP. Prior to such time, GDOT may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation X, below.	COMPLETE – An amendment was executed on April 24, 2025, that extended the terms of the agreement until April 27, 2030.
VII	Post-Review Discoveries – If potential cultural resources are discovered or unanticipated effects on cultural resources found during design or construction, all work shall promptly stop and the FAA, GDOT, GA SHPO, and any affected Tribe will be notified and consulted on how to proceed pursuant to 36 CFR Part 800.13.	To be determined during design and/or construction.
VIII	Monitoring and Reporting – Each year following the execution of this MOA until it expires or is terminated, the City, County, and Authority shall provide all parties to this MOA a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the City, County, and Authority’s efforts to carry out the terms of this MOA.	Yearly monitoring and reporting is currently ongoing.
IX	Dispute Resolution – Should any signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, GDOT shall consult with such party to resolve the objection. If GDOT determines that such objection cannot be resolved, GDOT will:	
IX.A	Forward all documentation relevant to the dispute, including the GDOT’s proposed resolution, to the ACHP. The ACHP shall provide GDOT with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, GDOT shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. GDOT will then proceed according to its final decision.	Not applicable at this time.
IX.B	If the ACHP does not provide its advice regarding the dispute within the thirty- (30) daytime period, GDOT may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, GDOT shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories to the MOA and provide them and the ACHP with a copy of such written response.	Not applicable at this time.
IX.C	The responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.	Not applicable at this time.
X	Amendments – This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.	An amendment was executed on April 24, 2025, that extended the terms of the agreement until April 27, 2030.

XI	Termination – If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation X, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories. Once the MOA is terminated, work shall stop on the undertaking. Prior to work continuing on the undertaking, GDOT shall either (a) execute a MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. GDOT shall notify the signatories as to the course of action it will pursue.	Not applicable at this time.
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The Summary Report above has been prepared by Croy Engineering, LLC on behalf of the Griffin-Spalding County Airport Authority, the City of Griffin, and Spalding County, Georgia. The signatures below attest that the Summary Report is accurate and current and that there have been no scheduling changes proposed, any problems encountered, or any disputes or objections received during the City, County, and Authority’s efforts to carry out the terms of this MOA.

SIGNATORIES:

GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY

BY: _____ DATE: _____
 Dr. Randy Peters, Chairman

CITY OF GRIFFIN, GEORGIA

BY: _____ DATE: _____
 The Honorable Douglas S. Hollberg, Mayor

SPALDING COUNTY, GEORGIA

BY: _____ DATE: _____
 The Honorable Clay Davis, III, Chairman, Spalding County Board of Commissioners

**AMENDMENT TO
MEMORANDUM OF AGREEMENT
AMONG
FEDERAL AVIATION ADMINISTRATION (FAA),
GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT),
THE CITY OF GRIFFIN, GEORGIA
SPALDING COUNTY, GEORGIA
THE GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY,
AND THE
GEORGIA STATE HISTORIC PRESERVATION OFFICER (GA SHPO)
REGARDING
THE CONSTRUCTION OF A NEW AIRPORT
GRIFFIN, SPALDING COUNTY, GEORGIA
HP-091223-002**

WHEREAS, the Memorandum of Agreement between FAA; GDOT; the City of Griffin, GA; Spalding County, GA; the Griffin-Spalding Airport Authority and the GA SHPO regarding the Construction of a New Airport (the Agreement) was executed on April 27, 2020;

WHEREAS, the Agreement was for a term of five years is due to expire on April 27, 2025;

WHEREAS, due to delays associated with available funding, stipulations II (Archaeological Site Preservation [9SP191 and 9SP213]), III (Vegetative Screening [Resource 9 Landscape Plan], and IV (Permanent Archival Record [Thomas-Melin Farm/Resource 1]) have not been fully carried out;

WHEREAS, the signatures on the agreement and below reflect that, at the time the Agreement was executed, the GA SHPO was under the GA Department of Natural Resources, but it is now under the GA Department of Community Affairs;

WHEREAS, the FAA will submit a copy of this final, executed Amendment to the Advisory Council on Historic Preservation (ACHP);

WHEREAS, the documentation required by 36 CFR § 800.11(f) was submitted to ACHP with the Agreement;

NOW THEREFORE, in accordance with Stipulation X of the Agreement, FAA, GDOT, the City of Griffin, Spalding County, the Griffin-Spalding County Airport Authority, and the GA SHPO agree to amend the Agreement as follows:

1. Amend Article VI., Duration, as follows:

This Amendment will extend the term of the Agreement by five years, until April 27, 2030. Prior to that date, the signatories may amend the Agreement in accordance with Stipulation X.

Execution of this Amendment by the FAA, GA SHPO, GDOT, the City, the County, and the Airport Authority, its submission to the ACHP in accordance with 36 CFR § 800.6(b)(1)(iv), and implementation of its terms, is evidence that the FAA has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

Except as modified, changed, or amended, all terms and conditions of the Agreement, through this Amendment, shall remain in full force and effect.

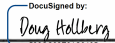
Amendment Agreement-New Griffin
Spalding County Airport HP-091223-002
Page 2 of 2

SIGNATORIES:


GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY

BY:  _____ DATE: 4/22/2025
Dr. Randy Peters, Chairman


CITY OF GRIFFIN, GEORGIA

BY:  _____ DATE: 4/22/2025
The Honorable Douglas S. Hollberg, Mayor


SPALDING COUNTY, GEORGIA

BY:  _____ DATE: 4/22/2025
The Honorable Clay Davis, Chairman


FEDERAL AVIATION ADMINISTRATION

BY:  _____ DATE: 4/17/2025
Parks Preston, Manager, ADO-FAA Southern Region

GEORGIA STATE HISTORIC PRESERVATION DIVISION GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

BY:  _____ DATE: April 16, 2025
Jennifer Flood, Division Director and Deputy State Historic Preservation Officer

GEORGIA DEPARTMENT OF TRANSPORTATION

BY:  _____ DATE: 4/24/2025
Russell R. McMurry, P.E., Commissioner

ATTEST:

 _____
Treasurer

**MEMORANDUM OF AGREEMENT
AMONG
FEDERAL AVIATION ADMINISTRATION (FAA),
GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT),
THE CITY OF GRIFFIN, GEORGIA
SPALDING COUNTY, GEORGIA
THE GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY,
AND THE
GEORGIA STATE HISTORIC PRESERVATION OFFICER (GA SHPO)
REGARDING
THE CONSTRUCTION OF A NEW AIRPORT
GRIFFIN, SPALDING COUNTY, GEORGIA
HP-091223-002**

WHEREAS, the FAA has conditionally approved the Airport Layout Plan and plans for possible Federal Funding to construct a new airport in Spalding County, Georgia (undertaking) pursuant to 49 U.S.C. § 47101; and

WHEREAS, the undertaking consists of converting 553 acres of multi-use developed, agricultural, and vacant land to construct and develop a full-service general aviation airport with a 5500-foot runway that meets all FAA design and safety standards; and

WHEREAS, FAA has defined the undertaking's area of potential effect (APE) in accordance with 36 CFR Part 800.16(d), in consultation with the GA SHPO, as the 553 acres and a ¼-mile buffer surrounding the site upon which the airport would be constructed and the surrounding properties that may have an indirect effect; and

WHEREAS, the undertaking will be owned and operated by the City of Griffin (City), Spalding County (County), and the Griffin Spalding County Authority (Authority) and therefore, the City, the County, and Authority have been asked to participate and sign this Memorandum of Agreement (MOA); and

WHEREAS, FAA, in consultation with GA SHPO, has determined that the undertaking will have an adverse effect on the Thomas-Melin House and Farm, which is eligible for listing in the National Register of Historic Places (NRHP), and archaeological site 9SP216, which is unknown for listing in the NRHP and is therefore, treated as eligible for listing in the NRHP, and has consulted with the GA SHPO pursuant to 36 C.F.R. part 800, of the regulations implementing Section 106 of the National Historic Preservation Act (NHPA; 16 U.S.C. § 470f); and

WHEREAS, FAA has consulted with the Alabama-Coushatta Tribe of Texas for which Site 9SP216-Rockpike may have religious and cultural significance, and has invited the Tribe[s] to comment on the site and has received no response; and

WHEREAS, FAA has consulted with the public through Public Hearings during the NEPA process, and with GA SHPO regarding the effects of the undertaking on historic properties. No comments were received concerning historic properties; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), FAA has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation; and

NOW, THEREFORE, the FAA, GA SHPO, GDOT, the City, the County, and the Authority

MOA-New Griffin Spalding County Airport

HP-091223-002

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agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

The City, County, and Authority shall ensure that the following measures are carried out by a professional who meets the applicable Secretary of Interior Professional Qualifications Standards:

I. ARCHAEOLOGICAL INVESTIGATION

- A. After acquisition and prior to start of any ground disturbance, archaeological **Site 9SP216** (rock pile) will be thoroughly analyzed for the presence of a burial site. If found to be a burial site, the total site, along with a 30' buffer will be fenced so that there can be no ground disturbance in this area. A cultural resources survey report will be prepared and submitted to GA SHPO for concurrence. If found to be a burial site, a plan will be prepared for preservation of the site. FAA and GA SHPO must concur with the preservation plan.

II. ARCHAEOLOGICAL SITE PRESERVATION

- A. Archaeological sites **9SP191** (the Hopkins Tract) and **9SP213** (the Thomas-Bennett house site) will be purchased by the Sponsor. The sites, including a 25' buffer will be fenced and preserved. If at any time in the future, disturbance (including tree removal) may be required, a survey of the sites will be conducted to determine if artifact recovery is recommended. If recommended, the appropriate plan will be completed and approved by FAA and GA SHPO and recovery completed in accordance with the plan.

III. VEGETATIVE SCREENING

- A. Prior to clearing and grading, a landscape plan will be submitted to GA SHPO identifying appropriate screening of the Central Hall House noted as Resource 9.

IV. PERMANENT ARCHIVAL RECORD

Approximately 24 acres of the **Thomas-Melin Farm/ Resource 1**, a portion of which is currently under agricultural production (pecan trees), will be converted to airport use as necessary to meet FAA airport standards. All existing farm structures and infrastructure will be avoided, including the identified boundary of the associated archaeological site.

- A. Prior to acquisition of the Thomas-Melin Farm property, digital photographs will be taken of the buildings and landscape within the Thomas-Melin Farm including views of the exterior and interior of all buildings, structural or decorative detailing such as roof, mantels, interior molding, exterior woodwork, and structural systems on the underside of buildings. Digital photographs showing the overall complex and its setting will also be included.
- B. The photographer shall comply with the minimum level standards necessary for document retention at GA SHPO pursuant to the *Guidelines for Establishing a Photographic Permanent Archival Record*. A draft copy of the PAR will be provided to GA SHPO for a 30-day review and comment period. The City, County, and Authority will respond to GA SHPO comments regarding the draft PAR within 30-days of receipt. After the draft has been reviewed, a final archival copy of the PAR will be provided to GA SHPO and to [a local GA SHPO-approved repository].

V. PUBLIC DOMAIN OF AGENCY RECORDS

All rights, title, and interest in all documents, data, studies, surveys, drawings, maps, models,

MOA-New Griffin Spalding County Airport

HP-091223-002

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photographs, and reports prepared pursuant to this MOA, including without limitation any copyright, title, trademark, and intellectual property rights in and to the project materials, shall remain with the City, County, and Authority. The City, County, and Authority reserves unto itself all rights of every kind and nature except those expressly granted to the GA SHPO herein. The City, County, and Authority hereby grants to the GA SHPO a worldwide, perpetual, nonexclusive, nontransferable, unconditional, royalty free, irrevocable license to use, reproduce, exhibit, transmit, distribute, maintain, and modify the project materials, in whole or in part, and to incorporate the project materials, in whole or in part, into other works, including but not limited to any and all markets, media, and advertising.

The City, County, and Authority hereby waives the right to inspect or approve any copy that is used in connection with the works in any existing or subsequently developed medium and agree to release and discharge the GA SHPO from any and all claims arising out of such use for the purposes described above.

VI. DURATION

This MOA shall expire if its terms are not carried out within five (5) years from the date which the fully executed MOA is filed with ACHP. Prior to such time, GDOT may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation X, below.

VII. POST-REVIEW DISCOVERIES

If potential cultural resources are discovered or unanticipated effects on cultural resources found during design or construction, all work shall promptly stop and the FAA, GDOT, GA SHPO, and any affected Tribe will be notified and consulted on how to proceed pursuant to 36 CFR Part 800.13.

VIII. MONITORING AND REPORTING

Each year following the execution of this MOA until it expires or is terminated, the City, County, and Authority shall provide all parties to this MOA a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the City, County, and Authority's efforts to carry out the terms of this MOA.

IX. DISPUTE RESOLUTION

Should any signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, GDOT shall consult with such party to resolve the objection. If GDOT determines that such objection cannot be resolved, GDOT will:

- A. Forward all documentation relevant to the dispute, including the GDOT's proposed resolution, to the ACHP. The ACHP shall provide GDOT with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, GDOT shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. GDOT will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty- (30) day time period, GDOT may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, GDOT shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories to the MOA and provide them and the ACHP with a copy of such written response.

MOA-New Griffin Spalding County Airport
HP-091223-002
Page 4 of 5

- C. The responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

X. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

XI. TERMINATION

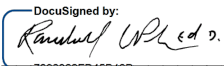
If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation X, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, work shall stop on the undertaking. Prior to work continuing on the undertaking, GDOT shall either (a) execute a MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. GDOT shall notify the signatories as to the course of action it will pursue.

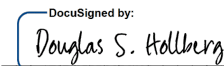
Execution of this MOA by the FAA, GA SHPO, GDOT, the City, the County and the Authority, its submission to the ACHP in accordance with 36 CFR 800.6(b)(1)(iv), and implementation of its terms, is evidence that the FAA has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY

BY:  DATE: **3/30/2020**
DocuSigned by: Randy Peters, Chairman

CITY OF GRIFFIN, GEORGIA

BY:  DATE: **4/2/2020**
DocuSigned by: Douglas S. Hollberg, Mayor

SPALDING COUNTY, GEORGIA

BY:  DATE: **4/2/2020**
DocuSigned by: Gwen Flowers-Taylor, Chairperson

MOA-New Griffin Spalding County Airport
HP-091223-002
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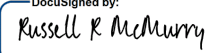
FEDERAL AVIATION ADMINISTRATION

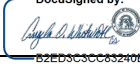
BY:  DATE: **4/2/2020**
E3EE01BB36524AC...
Larry Clark, Manager, ADO-FAA Southern Region

GEORGIA DEPARTMENT OF NATURAL RESOURCES

BY:  DATE: 4/16/2020
Dr. David Crass, Division Director and Deputy State Historic Preservation Officer

GEORGIA DEPARTMENT OF TRANSPORTATION

BY:  DATE: **4/27/2020**
78D6577D00644FA...
Russell R. McMurry, P.E., Commissioner

ATTEST: 
82ED3C3CC632408...
Treasurer

In Process



Consider Approval of Resolution to Increase Spending Limit

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:

[Spending Limit Increase - April 20 2026.pdf](#)

BY THE SPALDING COUNTY BOARD OF COMMISSIONERS



A PROCLAMATION

SPENDING LIMIT AUTHORIZATION

WHEREAS, the Spalding County Board of Commissioners desires to expand the authority of the County Manager to execute agreements and contracts on behalf of Spalding County in excess of \$50,000 without the approval of the Board of Commissioners;

NOW, THEREFORE, THE SPALDING COUNTY BOARD OF COMMISSIONERS, HEREBY RESOLVES, that the County Manager, with approval and signature from the Chairman of the Spalding County Board of Commissioners, shall have authority to execute contracts and agreements between \$50,000.01 and \$75,000.00, provided such agreements and contracts are also approved and executed by the Chairman of the Spalding County Board of Commissioners.

This authority shall expire at midnight on December 31, 2026, unless extended by resolution of the Spalding County Board of Commissioners.

SO PROCLAIMED by the Spalding County Board of Commissioners this ____ day of April 2026.

(SEAL)

Clay W. Davis, III
Chair, Board of Commissioners

Steve Ledbetter, PhD
Clerk



**BOARD OF COMMISSIONERS - EXTRAORDINARY
SESSION**

**Consider sale of 256 West Teamon
Circle**

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:

[256 West Teamon Circle Bid 02.25.2026.pdf](#)

9.4.4.11.1 04 30533
118 E 20101111 21454
REQUEST FOR SEALED BIDS

Spalding County Board of Commissioners
Disposition of County Property – 256 W Teamon Circle, Griffin, Georgia (Parcel 239
08016)

Issue Date: February 25, 2026

1. Invitation

The Spalding County Board of Commissioners (the “County”) invites sealed bids for the purchase of certain County-owned real property located at 256 W Teamon Circle, Griffin, Georgia, identified as Parcel 239 08016 (the “Property”). The County intends to convey the Property to the highest responsive and responsible bidder for a purchase price not less than Eleven Thousand Dollars (\$11,000.00), subject to final approval by the Spalding County Board of Commissioners.

2. Property Information (For Identification Purposes)

The Property is identified for reference purposes as follows: Parcel Number 239 08016; Account/Realkey 19955; Location Address 256 W Teamon Circle; Tax/Reference Legal Description “W Teamon Cir PT LT 4 BLK A” (not to be used on legal documents); Class E1 – Exempt (for tax purposes only); Tax District Spalding County (District 03); Millage Rate 35.381; Approximate Acreage 1.3 acres; Homestead Exemption: No (S0); and Landlot/District 183 / 03. The foregoing description is provided from the tax records as described in qpublic found online at the following URL (<https://qpublic.schneidercorp.com/Application.aspx?AppID=766&LayerID=11802&PageTypeID=4&PageID=5608&KeyValue=239%2008016>) for convenience only. The legal description and terms contained in the closing documents shall control.

3. Conveyance Terms

The Property is offered “AS IS, WHERE IS,” with all faults, and without representations or warranties of any kind, express or implied, including without limitation any warranty of title, condition, merchantability, fitness for a particular purpose, or suitability for development. The County will convey the Property by Quit Claim Deed, and no warranty deed will be provided. Bids must be at least \$11,000.00; any bid below the minimum shall be deemed non-responsive. Selection of a bid, if any, is expressly conditioned upon approval by the Spalding County Board of Commissioners, and the County reserves the right to reject any and all bids.

4. Bid Deadline, Opening, and Board Consideration

Sealed bids will be received by March 27, 2026, at 10:00 a.m. (local time). Bids received after the deadline will not be considered, regardless of the reason for late receipt, including postal delays. Sealed bids will be opened at 10:00 a.m. on March 27, 2026 in room 108, the Board of Commissioners meeting room located at 119 E Solomon Street Griffin, GA 30223,

and the results will be presented to the Spalding County Board of Commissioners for consideration at their previously scheduled April 6, 2026, Extraordinary Session.

5. Delivery Instructions

Bids may be delivered in person or by mail to Spalding County Government Courthouse Annex, 119 E. Solomon Street, Griffin, GA 30223. The outer envelope must be sealed and clearly marked: "SEALED BID – 256 W Teamon Circle (Parcel 239 08016) – DO NOT OPEN." Bidders are responsible for ensuring timely delivery.

6. Bid Requirements (Responsiveness)

Each bid should include a completed and signed Bid Form stating the bidder's name and contact information and the total bid amount. Each bid should also include a signed Non-Collusion Statement. The County may deem a bid non-responsive if it omits required information or signatures.

7. Additional Conditions and Reservations

Tie Bids (Equal High Bids). In the event that two (2) or more bidders submit the same highest bid amount, the County may, in its discretion, request "best and final" sealed bids from only the tied high bidders. The County will provide written instructions to the tied bidders specifying the deadline, delivery method, and required content for best and final bids. If a tied bidder fails to timely submit a best and final bid, the bid may be deemed withdrawn. If best and final bids remain tied, the County may reject all bids and re-advertise the Property for sale or take such other action as the County deems in its best interest. Any award remains subject to approval by the Spalding County Board of Commissioners and the County's right to reject any and all bids.

The County reserves the right to reject any or all bids, to waive minor informalities, and to request clarification of a bid when such action is deemed in the County's best interest. Unless otherwise agreed in writing by the County, the successful bidder shall be responsible for all costs associated with the purchase, including but not limited to closing costs, recording fees, title work, surveys, inspections, and any other due diligence expenses. Bidders are responsible for conducting their own due diligence concerning the Property, including zoning, utilities, access, environmental conditions, and any restrictions or encumbrances of record. The County will not pay any broker commission or finder's fee unless expressly approved in writing.

8. Questions and Property Inspection (If Applicable)

Questions regarding this Request for Sealed Bids and inquiries regarding viewing or inspection may be directed to: Steve Ledbetter, PhD, County Manager, Spalding County Government, Phone: 770-467-4224, Email: sledbetter@spaldingcounty.com.

9. Bid Form (To Be Completed and Submitted)

SEALED BID – PURCHASE OFFER. Property: 256 W Teamon Circle, Griffin, GA 30223.
Parcel: 239 08016.

Bidder Name (Individual/Company): Tyler A. Horn

Mailing Address: 260 West Teamon Circle

City/State/Zip: Griffin, GA. 30223


Phone: 330-284-3911

Email: horn.tyler@gmail.com

Authorized Representative (if applicable): Edward Horn

Bid Amount: I/we submit a bid to purchase the Property in the amount of \$ 15,000.00
(must be \$11,000.00 or greater).

Acknowledgements. By signing below, I/we acknowledge and agree that the Property is offered AS IS, WHERE IS, with no warranties, and will be conveyed by Quit Claim Deed; that this bid is submitted as a sealed bid and may be opened at the time stated in this Request; that any award is subject to approval by the Spalding County Board of Commissioners; that I/we have had the opportunity to conduct any desired due diligence prior to submitting this bid; and that, if selected and approved, I/we agree to proceed to closing under terms acceptable to the County.

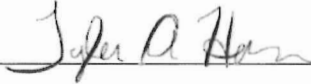
Signature: 

Date: March 10, 2026

Printed Name/Title: Tyler A. Horn

10. Non-Collusion Statement

I/we certify that this bid is made in good faith and without collusion or fraud with any person, firm, or corporation. I/we have not fixed or adjusted the price of this bid in agreement with any other bidder and have not disclosed the bid price to any other bidder prior to the opening of bids.

Signature: 

Date: March 10, 2026

Printed Name/Title: Tyler A. Horn

Company (if applicable): N/A



**BOARD OF COMMISSIONERS - EXTRAORDINARY
SESSION**

**Consider Approval of FY27 CSBG Allocation Increase/Contract
Notice**

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:

[FFY27 CSBG Allocation - Spalding.pdf](#)
[FY27 CSBG Budget Package 042026.pdf](#)



MEMORANDUM

TO: Larry Wallace, Grants Manager, Spalding County Board of Commissioners

FROM: Cynthia Bryant, CSBG/LIHEAP, Unit Director *CB*

DATE: April 6, 2026

RE: FFY2027 CSBG Allocation/Contract Notice

We appreciate your continued efforts in serving Georgia's low-income population. Based on the initial FFY2026 awards, the preliminary funding allocations for individual agencies are now projected. Please note that any increase or decrease in funding will be adjusted in subsequent amendments following the final Congressional decisions.

Your agency has been allocated **\$154,121.00** for the FFY2027 CSBG program, which commences on October 1, 2026. We request that the Contract Proposal Package be submitted via email, to Lollie Meunier, by May 1, 2026. Failure to meet this deadline may result in a delay in the start and funding of your contract.

Please ensure the following documents are included in your Contract Proposal Package:

- Contractor Information Sheet
- Resolution to Contract (with signatures and seal)
- Detailed Community Action Plan (CAP)
- CSBG Contractor Proposal
- Contract Budget Sheet and Monthly Expenditure Report (no signatures required)
- Programmatic Report
- List of Staff and Salaries/Fringe Benefits funded by CSBG
- List of Staff names, titles, and full job descriptions
- List of Agency Board of Directors (names, addresses, employment, term of service, and category represented)
- Service Delivery Sites (addresses, counties served, hours, contact person, phone, and email if applicable)
- Cost Allocation Plan or approved Indirect Cost Rate
- Most recent Community Needs Assessment (completed within the last three years)
- Verification of criminal records check (GAPS)
- Vendor Management form with a voided check (use separate forms for different program bank accounts)
- Certificate of Liability Insurance (coverage of \$1,000,000 per occurrence and \$3,000,000 aggregate, listing DHS/DFCS as the certificate holder)
- If applicable, auto/liability coverage for agency-provided transportation



- Department of Revenue Tax Compliance Form SPD-SP045 (must be in good standing)
- W-9 Form
- Security and Immigration Compliance Form
- Bond Requirements if requesting CSBG advances.

Bond Requirements

The Department of Human Services Office of Financial Services requires that bond coverage be provided to cover any CSBG advances. If your agency requests an advance, please include 1/12 of the anticipated CSBG grant in your bond coverage documents. Designate the Georgia Department of Human Services as the loss payee or joint insured.

CSBG Advance, please include (if requested):

- Letter of Request for Advance
- DHS Request for Advance Payment Against Contracts, Form 5214
- DHS Statement of Need for Advance, Form 5022
- Fidelity Bond Contract Annex Cover Sheet
- Bond or Bond Letter

Contract Routing and Approval Process:

The DHS Office of Procurement and Contracts (OPC) will forward your agency's contract package via a new CLM contract database. Please review, make any necessary corrections, and return the finalized documents promptly. This will ensure that there are no delays in securing funding. Should any issues arise, the contract will be returned for revisions. Approved contracts will be emailed back to each agency.

Should you need further assistance, please do not hesitate to contact your Program Manager.

Thank you for your continued support and partnership.

SPALDING COUNTY COMMUNITY SERVICES BLOCK GRANT (CSBG) FY'27 BUDGET

Each year, the Georgia Department of Human Services (DHS) allocates funding to Spalding County for the Community Services Block Grant (CSBG) Program. Spalding County has been allocated **\$154,121** for FFY2027. All services provided will benefit low- to moderate-income individuals or households in Spalding County.

The CSBG Advisory Board has approved a tentative budget for these funds. The Spalding County Board of Commissioners must approve the budget. An explanation is as follows:

- **Educational and Cognitive Development**
 - **The Salvation Army** – The Board proposes to allocate **\$33,000** in FFY2027 CSBG carryover funds to support The Salvation Army Summer Camp Tutorial Program for June and July 2027. The program will serve approximately 44 students, providing daily physical activities, social enrichment, homework support, and weekly character-building programs that expose students to fine arts and life skills development. Students will receive daily nutritional snacks and are invited to participate in a one-week overnight camp at Camp Grandview in Jasper, Georgia. This program addresses critical summer learning loss and food insecurity while providing safe, supervised activities for children from low-income families during the summer months when school-based support systems are unavailable. The initiative aligns with CSBG objectives to promote youth development and family self-sufficiency through comprehensive educational and enrichment services.
 - **The Spalding Aspire Youth Tutorial Program** – The Board proposes to allocate **\$22,000** in FFY2027 CSBG carryover funds to establish the Spalding Aspire Youth Tutorial Program. The program will serve 50 qualifying children ages 5-12 through an 8-week summer camp offering daily accelerated learning with certified educators, STEM/STEAM programming, rigorous physical activity, and USDA-provided meals. At \$55 per participant, this program addresses identified community needs for youth educational support and nutrition services during the summer months when school-based resources are unavailable. The program aligns with CSBG objectives to promote self-sufficiency among low-income families by providing academic enrichment and food security for qualifying children.

- **Health and Social/Behavioral Development**
 - **Spalding Nutrition Program – Home Delivered Meals** - The Senior Nutrition Program will provide Home Delivered Meals to an estimated 18 low-to-moderate income individuals who are home-bound. The total amount available for funding is **\$69,000**

- **Agency Capacity Building**
 - This service provides funding for the CSBG Program Software Platform licensing, Data Management provided by SmartQuest, and program training costs for CSBG Board members and staff. The total amount available for funding is **\$30,121**.

FY'27 SPALDING CO CSBG BUDGET

Service/Program	Original Budget Amount
Educational and Cognitive Development	
Tutoring/Other Child Education Support	
Salvation Army--Summer Camp Tutorial	\$ 33,000.00
Tutoring/Other Child Education Support	
Spalding Aspire Youth Tutorial Program	\$ 22,000.00
Total Educational and Cognitive Development	\$ 55,000.00
Health and Social/Behavioral Development	
Senior Nutrition Program	
Spalding County Senior Nutrition Program	\$ 69,000.00
Total Health and Social/Behavioral Development	\$ 69,000.00
PROGRAM TOTAL	\$ 124,000.00
Agency Capacity Building	
Easy Trak Software	\$ 12,000.00
Data Management Support	\$ 8,000.00
CSBG Program Training Costs	\$ 10,121.00
Total	\$ 30,121.00
AGENCY CAPACITY BUILDING TOTAL	\$ 30,121.00
Administration	
	\$ -
GRAND TOTAL	\$ 154,121.00

**FY'2026 CSBG
RESOLUTION TO ENTER CONTRACT
SPALDING COUNTY AND THE
GEORGIA DEPARTMENT OF HUMAN SERVICES**

At the regular meeting of the Spalding County Board of Commissioners held on Monday, April 20, 2027, the following resolution was presented, seconded, and passed unanimously:

WHEREAS, the Spalding County Board of Commissioners desires to provide services; and

WHEREAS, the said Spalding County Board of Commissioners desires to enter a contractual arrangement with the Georgia Department of Human Services for the provision of said services;

BE IT THEREFORE RESOLVED, that Spalding County Board of Commissioners agrees to enter a written contract with the Georgia Department of Human Services, for the provision of services for FFY'2027.

AND THE County Manager and County Clerk are duly authorized to execute said contract on behalf of this entity.

Witness my hand and seal of the County this 20th day of April, 2027.

Clay Davis, III Chairperson
Spalding County Board of Commissioners

Attest:

COUNTY CLERK

(County Seal)



**Consider Approval of Recommendation for Spalding CSBG Advisory Board
Appointment**

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

The CSBG board approved Trevease Bowie's application for the low-income representative position.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:



Consider Approval for Tyus Park Walking Trail Replacement Bid (Grant funded)

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:

[SPALDING COUNTY PARKS AND REC318_79700.pdf](#)



Bliss Products and Services, Inc
 6831 S. Sweetwater Rd.
 Lithia Springs, GA 30122
 (800) 248-2547
 (770) 920-1915 Fax

Quote # **79700**

Sales Rep: Adam Schmanky
 adam@blissproducts.com
 C: (248) 882-0567

SPALDING COUNTY PARKS AND REC

Date 02-16-2026

Project Wyomia Tyus Park Walking Track Resurfacing

Bill To

SPALDING COUNTY
 P.O. Box 1087
 Griffin, Georgia 30223
 T: (770) 467-4229
 F: (770) 467-4227

Ship To

SPALDING COUNTY PARKS AND REC
 SPALDING COUNTY PARKS AND REC
 1515 Williamson Rd
 Griffin, Georgia 30224

Contact

Greg Stansell
 Parks Maintenance Coordinator
 Phone: (770) 823-9456

Approximate Ship Date

Ship Via

Terms

Net 30

Vendor	Part #	Description	Qty	Unit Price	Extended Price
BPS		Temporary Construction Fencing	1	\$3,750.00	\$3,750.00
INS		Removal of 1/2 of existing rubber surfacing. Not to disturb existing asphalt base. 11970 sq ft of rubber surface material To be disposed of in containers provided by the county. Includes 500 Sq ft of track repair work	1	\$16,538.46	\$16,538.46
MCC		P/P Bonds	1	\$2,815.00	\$2,815.00
SMX		11970SF of 1.5 Thick Poured in Place Surfacing Includes: - 100% Black Color - 1" buffings - 1" ware course - 5 Year Warranty from material defect	1	\$129,436.00	\$129,436.00

Sub Total \$152,539.46

Freight 0.00

Taxable Subtotal \$152,539.46 **Tax** 0.00

Grand Total \$152,539.46

- Due to volatility in raw material pricing, this quote is only valid for 30 days unless otherwise noted.
- Due to instability in material procurement and manufacturing, verbal or written lead times are subject to change.

Bliss Products & Services, Inc.
Sales Contract Agreement Effective January 1, 2025

1. Customer Information

Customer Name	SPALDING COUNTY	Quote Number	79700
Address	P.O. Box 1087 Griffin, Georgia 30223	Date	
		Total Amount	\$152,539.46

A. Incorporation of Terms

This Agreement incorporates by reference the Bliss Products & Services, Inc. Terms & Conditions, effective January 1, 2025, and any applicable Exhibits (including but not limited to material, Install, Leasing, PIP, Turf, EWF, or Shade) as specified in the quote (collectively, the "Terms"). Customer acknowledges receipt and review of all applicable Terms prior to signing this Agreement. If any Terms are not received, the Customer must notify Bliss in writing within 3 business days of signing; otherwise, the Terms shall be deemed received and accepted. In the event of a conflict between this Agreement, the Terms, and the quote, the order of precedence shall be: (1) quote provisions, (2) this Agreement, (3) the Terms and Conditions (<https://blissproducts.com/terms-conditions/>)

B. Order Terms

- Sales Tax Exemption: Must be supported by a valid certificate. Sales Tax is included unless explicitly stated.
- Order Approval: All orders are subject to the manufacturer's approval.
- Deposits: May be required before processing begins.
- Credit Card Payments: A 3% surcharge applies.
- Signature Requirement: Electronic signatures, including DocuSign, are acceptable.

C. Manufacturing & Shipping

- Manufacturing timelines begin upon receipt of (1) signed contract. (2) Actual shipping address. (3) Color and mount selections
- Customer is responsible for coordinating unloading/inside delivery with the freight carrier.
- Title and risk of loss pass to Customer upon shipment to the common carrier.
- Bliss is not responsible for shipping delays or transit damages; claims must be filed with the carrier. However, Bliss will assist the Customer in facilitating any claim with the shipping carrier as needed.

D. Returns & Cancellations

- Returns are accepted based on the manufacturer's return policy
- Authorization in writing from Bliss is required.
- Goods must be in new, unused condition and returned within 30 days. Returns for manufacturing defects or fulfillment errors must be made within 7 business days of receipt.
- Restocking fee (10% minimum – based on manufacturer) and pre-paid freight apply.
- Return items are subject to the manufacturer's policies and may result in freight and restocking fees.
- Any damaged or missing parts must be noted on the bill of lading at the time of delivery.
- Special orders may not be returned or cancelled.
- Customer-requested cancellations after confirmation are subject to:
 - Reimbursement for all incurred costs ("Cancellation Costs"), including but not limited to manufacturing costs, materials, labor, administrative expenses, and any supplier cancellation charges, plus 15% of such costs to cover overhead
 - Payment due within 5 business days of Bliss's payment to Supplier

E. Payment Terms

- Payment is due within 30 days of invoice unless otherwise agreed in writing signed by an authorized officer of Bliss. Time is of the essence for all payments under this Agreement. Bliss reserves the right to suspend performance of any obligations under this Agreement while any payment remains past due.
- 1.5% monthly interest (18% per annum) or the maximum rate permitted by applicable law, whichever is less, applies to late payments. Customer shall also pay all costs of collection, including reasonable attorneys' fees, whether or not legal action is commenced.
- Customer must dispute charges in writing within 7 calendar days of delivery/installation.
- Unpaid or disputed amounts not resolved may be referred to collections. Customer pays reasonable legal/collection costs.

F. Disclaimer of Warranty

BLISS MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALL PRODUCTS ARE SOLD "AS IS." Any warranties on products are provided solely by the original manufacturer or supplier ("Supplier"), and Customer agrees to look exclusively to such Supplier for any warranty claims. Bliss will reasonably assist Customer in processing warranty claims with Suppliers but assumes no responsibility for such claims.

G. Limitation of Liability

Limitation of Liability Cap: Notwithstanding any other provision of this Agreement, the total aggregate liability of each party to the other for any and all claims arising out of or related to this Agreement, whether in contract, tort, or otherwise, shall not exceed the total amount of fees paid or payable by Customer to Bliss under this Agreement in the twelve (12) months immediately preceding the event giving rise to the claim. This limitation shall apply to the fullest extent permitted by law and shall survive termination or expiration of this Agreement. Bliss is not liable for:

- Indirect, incidental, special, or consequential damages
- Delays, non-performance, or defects in Goods or Services

H. Indemnification

Customer agrees to indemnify, defend, and hold harmless Bliss from any third-party claims related to:

- Installation of Goods
- Use or maintenance of Goods
- Materials supplied by Customer

I. Set-Off Prohibited

Customer may not offset or deduct amounts without Bliss's prior written consent.

J. Credit Approval & Information Accuracy

- Orders are subject to Bliss's ongoing credit approval.
- Customer must provide true, accurate, and complete information.

K. Pricing Adjustments & Storage

- Prices may increase if delivery is not accepted within 30 days of quotation. Manufacturer storage fees apply after 30 days.
- Bliss may invoice 90% of the order value if delivery is delayed more than 14 days after fabrication is complete and the goods are ready for shipment. Customer's failure to pay such invoice within 30 days shall constitute a material breach of this Agreement.
- Monthly Storage Fees: The first month of storage is \$875.00, which includes receiving, offloading, and reloading at the time of shipment, and \$500 for each subsequent month will be charged to hold materials once they are ready for delivery but not yet shipped due to the Customer's request or delays. Storage fees will be invoiced monthly and are due within 30 days. Customer's failure to pay storage fees when due may result in Bliss disposing of or reselling the materials after providing 30 days written notice.

L. Dispute Resolution & Governing Law

- Any dispute, claim, or controversy arising out of or relating to this Agreement shall be resolved exclusively through final and binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Atlanta, Georgia. The arbitrator's award shall be final and binding, and judgment may be entered thereon in any court having jurisdiction. Nothing herein shall prevent either party from seeking temporary injunctive relief in any court of competent jurisdiction in Georgia prior to or during arbitration when necessary to protect its rights.
- This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any choice of law or conflict of law provisions. The parties' consent to the exclusive jurisdiction of the state and federal courts located in Georgia solely for purposes of enforcing the arbitration agreement or entering judgment on an arbitrator's award.

M. Force Majeure

Bliss shall not be liable for any delay, failure in performance, loss, or damage due to events beyond its reasonable control, including but not limited to: acts of God; war; terrorism; pandemic; epidemic; government actions; labor disputes or shortages; supplier delays or inability to perform; material shortages; transportation interruptions; cyberattacks; or severe weather conditions. If a force majeure event continues for more than ninety (90) days, either party may terminate the affected portion of the Agreement upon written notice without penalty.

N. Claims Limitation

Any claim arising out of or related to this Agreement, including but not limited to claims for breach of contract, warranty, or negligence, must be brought within **one (1) year** from the date the cause of action accrues or such shorter period as may be specified in the applicable Terms & Conditions. The parties expressly waive any longer statute of limitations to the fullest extent permitted by law.

O. Entire Agreement

This Agreement, including the referenced Terms & Conditions and quote, constitutes the full and final agreement between the parties.

Authorization & Execution

Customer Acknowledgement: I hereby acknowledge and agree to all terms outlined in this Agreement. This contract must be signed by an officer of the company. By signing below, the undersigned represents and warrants that they have full authority to bind Customer to this Agreement and all incorporated Terms & Conditions.

Client: SPALDING COUNTY

Bliss Products & Services, Inc.

Authorized
Signature

Authorized
Signature

Authorized
Representative

Clay Davis

Authorized
Representative

Title

Chairman, Spalding County Board of Commissioners

Title

Date

Date



Consider request for EMA to utilize Opioid Funds for Narcan and Narcan boxes for all Spalding County facilities and vehicles

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:



**Consider Approval of the 2026 Trustee Assurance Agreement for the
Spalding County Water and Sewerage Facilities Authority**

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:

[Trust Assurance Agreement.pdf](#)

2026 TRUSTEE ASSURANCE AGREEMENT

This **2026 TRUSTEE ASSURANCE AGREEMENT** (this “Agreement”) is made and entered into this _____ day of _____, 2026, by and between **SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY**, a corporate body politic created under the laws of the State of Georgia (hereinafter called (“SCWA” or the “Authority”) and **COMMUNITY SERVICES, LLLP**, a Georgia limited liability limited partnership (hereinafter referred to as “CS”) and joined by **SPALDING COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as the “County” and sometimes referred to as “Prior Trustee”) for the sole purpose of acknowledging and agreeing to the termination of that prior Trust Assurance Agreement between the County and CS as stated herein. SCWA and CS are sometimes collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, the County and Minerva Spring Lake, L.P. (“MSL”) entered into that certain original Trustee Assurance Agreement on September 20, 2004 (the “2004 Trustee Assurance Agreement”) in connection with that certain original Trust Indenture dated September 20, 2004 and that certain Amended and Restated Trust Indenture dated January 7, 2008 (the “2008 Trust Indenture”) between the County and CS; and

WHEREAS, prior to the System (hereafter defined) becoming operational MSL assigned its rights and obligations under the 2004 Trustee Assurance Agreement to CS and CS assumed all such rights and obligations thereunder and has continuously operated the System since such assignment as was contemplated under the 2004 Trustee Assurance Agreement; and

WHEREAS, by letter dated December 16, 2024, from the Chairman of the Spalding County Board of Commissioners to counsel for CS (the “Notice of Desire to Resign as Trustee”), the County notified CS of its desire to resign as trustee under the 2008 Trust Indenture effective upon a successor trustee being appointed by CS and approved by the of the Georgia Department of Natural Resources (“DNR”) Environmental Protection Division (“EPD” or the “Division”); and

WHEREAS, at the request of the County, CS selected SCWA to replace the County as Trustee for the Troublesome Creek Water Reclamation Facility Property (as defined and more particularly described below) and SCWA agreed to and accepted its appointment to serve as Trustee; and

WHEREAS, simultaneous with the execution and delivery of this Agreement, CS and SCWA with the acquiescence, consent and approval of the County and EPD, have each executed and delivered to the other that certain 2026 TRUST INDENTURE, a copy of which is attached as **Exhibit “A”** and incorporated herein by reference; (the “2026 Trust Indenture”); and

WHEREAS, CS, the County and SCWA hereby confirm the termination of the 2008 Trust Indenture and the release of the County from all obligations, duties and rights as 2008 Trustee thereunder; and

WHEREAS, CS, the County and SCWA desire, deem it appropriate and intend hereby, to confirm and ratify the termination of the 2004 Trustee Assurance Agreement in its entirety and to replace in its entirety with this Agreement which supersedes in all respects the 2004 Trustee Assurance Agreement; and

WHEREAS, the 2008 Trust Indenture and the 2004 Trustee Assurance Agreement were entered into between CS and the County as required under EPD rules and regulations with respect to a private wastewater reclamation facility constructed by or for the benefit of CS (known and sometimes referred to herein as the “Troublesome Creek Wastewater Reclamation Facility” or “Troublesome Creek WRF”); and

WHEREAS, CS and SCWA desire to acknowledge that the Troublesome Creek WRF exists and is operated to serve properties in Spalding County within certain agreed Service Areas which Service Areas have been designated on the Facility Service Areas Map attached to the 2026 Trust Indenture as Exhibit B thereto which Exhibit is incorporated in this Agreement by reference (the “Committed Areas” and the “Expansion Areas”)

WHEREAS, the Troublesome Creek WRF including the sewage treatment plant, all sanitary sewer collection systems and appurtenances, all real property and easement interests/encroachment permits, together with all associated land application spray fields are all collectively sometimes referred to herein as the “System”; and

WHEREAS, in consideration for SCWA’s agreement to serve as Trustee under the 2026 Trust Indenture, CS agrees to provide financial assurances to SCWA related to maintenance and operation of the System to ensure that SCWA or any agreed successor trustee has an available source of funding in the event that control of the System transfers to the Trustee pursuant to the terms of the 2026 Trust Indenture; and

WHEREAS, SCWA and CS agree that in the event and to the extent of any inconsistencies between this Agreement and the 2026 Trust Indenture, other than such matters that are in the sole control and discretion of EPD, this Agreement shall be controlling in all respects.

NOW, THEREFORE, for and in consideration of the Recitals set forth above which are incorporated and made an integral part of this Agreement, and the premises and agreements made herein, the receipt and sufficiency of which are hereby acknowledged by the Parties, the County and CS hereby agree, and the Authority hereby consents and acknowledges, the following:

1. Maintenance of the System.

(a) Effective Date Defined. As used herein, the term “Effective Date” shall mean the date of this Agreement as set forth in the introductory paragraph above.

(b) Repair and Replacement Reserve Fund. Not less than ___ days after the execution and delivery of this Agreement by SCWA, the County, and CS, CS shall fund the existing reserve fund (the “Repair and Replacement Reserve Fund” or “R&R Fund”) with an amount sufficient to bring the balance of the current R&R Fund to \$213,000.00. Thereafter a deposit shall be made by CS to the Repair and Replacement Reserve Fund on an annual basis (each an “Annual R&R Fund Contribution”). The initial Annual R&R Fund Contribution shall be in the amount of \$100,000.00 to be made on or prior to the anniversary of the Effective Date. The amount of the Annual R&R Fund Contribution for each year thereafter shall equal the prior year’s Annual R&R Fund Contribution increased or decreased to reflect the percentage increase or decrease in the Consumer Price Index as published in the Wall Street Journal during the previous 12 month period, plus any Additional Contribution (as defined in the 2026 Trust Indenture between the Parties) for any expansion of the System as provided for in the 2026 Trust Indenture. The Repair and Replacement

Reserve Fund shall be managed by CS and shall be accessible by CS, or its successors and assigns, to cover expenses related to renewal, replacement and repair of the System's components including both normal and customary repair, maintenance and replacement costs as well as extraordinary repair, maintenance, and replacement costs incurred because of unforeseen circumstances. CS shall provide SCWA with an annual report detailing all withdrawals and/or deposits to the Repair and Replacement Reserve Fund during the prior year. SCWA may request a mid-year report or status update which CS shall provide as soon as possible after its receipt of a request and agrees to use commercially reasonable efforts to provide such report or status update within seven (7) days after such request. For those items identified in Exhibit B, for which the Grantor intends to provide for in its Operations and Maintenance budget in any given year, rather than in the Repair and Replacement Reserve, the Grantor shall submit an itemization of such showing the amounts to be paid and subsequent evidence of such payment. Should SCWA take possession of the System pursuant to the terms of the 2026 Trust Indenture, the balance in the Repair and Replacement Reserve Fund shall inure to the benefit of SCWA and CS's obligation to further fund the Repair and Replacement Reserve Fund shall terminate immediately.

(c) Right to Inspect. SCWA shall have the right to inspect the System from time to time, provided that CS is provided at least twenty-four (24) hours prior written notice of the inspection. SCWA shall reasonably accommodate requests by CS to schedule the inspection on a date that is convenient to CS's engineers, development staff, and principals. CS shall have the right to have representatives present during any inspection by SCWA, which shall occur *only* on a business day and shall not exceed eight (8) hours. CS and SCWA agree that maintenance standards for the System shall be as determined by the EPD, and that the purpose of SCWA's inspection shall be for informational purposes only in its role as Trustee under the Trust Indenture.

(d) Documents. CS agrees to provide SCWA with all correspondence, reports, and other filings related to the System required by EPD contemporaneously with the submission thereof to EPD. By its signature on this Agreement, SCWA acknowledges and agrees that to the Effective Date of this Agreement CS has complied with the requirements of this subparagraph.

2. Development Approvals. SCWA shall exercise its best efforts to assist CS in procurement of all agency permits and approvals for the System as may be necessary or required from time to time as determined by CS or EPD, provided CS is in compliance with the terms of the 2026 Trust Indenture.

3. Not Public Works. This Agreement shall not be construed as a contract between SCWA or the County and CS for the installation of public works. Provided however, the Parties agree that all portions, elements or components of the System shall be designed, constructed and maintained in compliance with the Design Standards, as such term is defined in the Trust Indenture. The installation and operation of the System shall, in all events, be construed as a private project installed, maintained and operated by CS, and maintained by SCWA only in the event that CS fails to fulfill its obligations under the 2026 Trust Indenture. SCWA shall have no input or authority over service fees or rates charged to customers of the System or for the cost of the tap fees, inspection fees, review fees or any other costs or charges made to customers or other third parties for use of or access to the System.

4. No Existing Defaults. The County, SCWA and CS hereby acknowledge and agree that to the actual knowledge of each of them, as of the Effective Date, neither the County, nor CS is or was

in default under the 2008 Trust Indenture, or the 2004 Trustee Assurance Agreement immediately prior to the Effective Date of this Agreement.

5. Further Assurances. Each of the Parties, and by its consent and agreement below the Parties, agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other Party in order to carry out the intent of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties hereby declare their intention to cooperate with each other in effecting the terms of this Agreement and to coordinate the performance of their respective obligations under the terms of this Agreement.

6. Independent Application. The Parties acknowledge that they may enter into additional agreements in the future that relate to the Approved Service Areas. The Parties agree that nothing contained in this Agreement shall be construed to provide to SCWA or any agreed successor Trustee with any other rights related to the System. Such rights, if any, shall be addressed in separately negotiated agreements between SCWA, or such agreed successor Trustee, and CS.

7. General Provisions.

a. Agreement Conditioned on Trust Indenture. CS's obligations under this Agreement shall be expressly made conditional upon the County's and SCWA's authorized simultaneous execution of this Agreement and SCWA's continued service as Trustee under the Trust Indenture. Notwithstanding the foregoing, should CS or SCWA pursuant to Section 8 of the 2026 Trust Indenture, desire to change SCWA's role as trustee thereunder, then upon successful completion of such change, CS's obligations to SCWA pursuant to this Agreement shall terminate and be of no further force or effect. Additionally, should CS desire to replace SCWA as Trustee pursuant to Section 8 of the Trust Indenture, then SCWA agrees to cooperate in all respects with CS's actions, including, without limitation, by not objecting unreasonably to such change and by assisting with the transition of the role of trustee from SCWA to a third party approved by the Division. In the event that SCWA objects to CS's proposed change in Trustee and CS believes such objection to be unreasonable, the Parties agree that they may petition any court to resolve their dispute.

b. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

c. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

d. Successors and Assigns. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective heirs, legal representatives, successors and assigns. Notwithstanding anything to the contrary herein, CS may assign this Agreement, and all rights hereunder, to any affiliate or any entity owned or controlled by CS or any entity under common control or ownership with CS, or any entity that purchases all or any portion of the System or the land containing the System or any portion thereof. Upon any such assignment and the written assumption by the assignee of the assignor's obligations under this Agreement, the assigning party shall be released from any obligation thereafter arising under this Agreement.

e. Partial Invalidity. If any item, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable,

then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

f. Entire Agreement; Modification; Recordation. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the Parties not embodied in this Agreement shall be of no force or effect. This Agreement shall not be modified or amended in any respect except by a written agreement executed by the Parties in the same manner as this Agreement is executed. This Agreement shall not be recorded in the Public Records.

g. Notice. All notices, demands, certificates, requests, consents, approvals and other communications required or allowed or otherwise sent under this Agreement shall be in writing and shall be sent by personal delivery or by either (i) electronic mail (“Email”), or (ii) Federal Express or similar generally recognized overnight carrier regularly providing proof of delivery, or (iii) by hand delivery addressed as follows:

If to the Authority: Spalding County Water and Sewerage Facilities Authority
119 E. Solomon Street, Room 100
Griffin, Georgia, 30223
Attn.: Joseph Johnson, General Manager
Email: jjohnson@scwa.us

With a copy to: Hecht Walker Jordan, P.C,
205 Corporate Center Drive
Suite B
Stockbridge, GA 30281
Email: kirby@hmhwlaw.com

If to CS: Community Services, LLLP
2292 Henderson Mill Road NE
Atlanta Georgia 30345
Attn.: Brian Davison
Email: bdavison@minerva-usa.com

and

Community Services LLLP
2292 Henderson Mill Road NE
Atlanta, Georgia 30345
Attn.: Joseph L. Harris
Email: jharris@minerva-usa.com

With a copy to: Davis Hartman Wright, LLP
741 Meeting Street, Suite 303
Charleston, SC 29403
Attn.: Matthew S. Moore III

Email: matt.moore@dhwlegal.com

h. No Third Party Beneficiary. This Agreement is solely for the benefit of the Parties hereto and their respective successors and assigns, and there shall be no third party beneficiaries hereof intended or otherwise.

i. Definitions and Headings. Capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used. The paragraph and section headings and other items of reference contained in this Agreement are for convenience of reference only and shall not limit or define or otherwise impact the meanings or substance of the paragraphs, sections or other items to which they provide reference. Any capitalized terms used in this Agreement but not defined herein shall have the meanings ascribed to them in the 2004 Trustee Assurance Agreement.

j. Authority. The County, SCWA, and CS hereby warrant, covenant and represent to the other that all required action has been taken to fully authorize the binding execution and delivery of this Agreement on their respective parts by the representative or representatives signing below, and that no other or further action or approval is required. The County, SCWA, and CS further hereby warrant, covenant and represent to the other that each shall be and is hereby duly bound by the actions of the individual or individuals executing and delivering this Agreement on its behalf.

k. Force Majeure. For purposes of this Agreement “force majeure” shall mean and include acts of God commonly characterized as natural disasters, or any other matter outside the reasonable control of the party affected thereby, including conditions arising from flooding, tornadoes, hurricanes, or other weather conditions resulting in inability to maintain normal working conditions for periods of fifteen (15) or more consecutive calendar days; but in any event, force majeure shall not be deemed to include inclement weather, other than as described above, or inability to perform as a result of insufficient financial resources or funding. Any party hereto shall be excused for the period of delay in the performance of any obligations hereunder when such delay is the result of a force majeure event.

Remainder of Page Intentionally Left Blank – Signature Pages Attached

IN WITNESS WHEREOF, the authorized representatives of the Parties and the County, for the sole purpose of acknowledging and agreeing to the termination of that prior Trust Assurance Agreement between the County and CS as stated herein, have respectively caused this Agreement to be entered into and delivered to the other on behalf of the Parties and the County and the seals of the Parties and the County to be affixed hereto on the date and year first above written.

SPALDING COUNTY, GEORGIA,
a political subdivision of the State of Georgia

By: _____
Clay W. Davis
Chairman, Spalding County Board of Commissioners

[SEAL]

ATTEST:

Name: _____

Title: _____

IN WITNESS WHEREOF, the authorized representatives of the Parties and the County have respectively caused this Agreement to be entered into and delivered to the other on behalf of the Parties and the County and the seals of the Parties and the County to be affixed hereto on the date and year first above written.

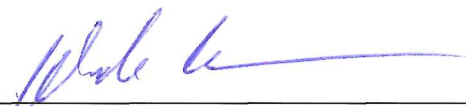
COMMUNITY SERVICES, LLLP

By: MBABGP, LLC.
a Georgia limited liability company, its General Partner

By: _____
Brian Davison
Manager

IN WITNESS WHEREOF, the authorized representatives of the Parties and the County have respectively caused this Agreement to be entered into and delivered to the other on behalf of the Parties and the County and the seals of the Parties and the County to be affixed hereto on the date and year first above written.

SPALDING COUNTY WATER AND SEWERAGE FACILITIES AUTHORITY,
a political subdivision of the State of Georgia

By: 
Wade Cannon
Chairman

[SEAL]


ATTEST:

Name: Joseph Johnson
Title: SECRETARY - TREASURER

EXHIBIT "A"

2026 Trust Indenture

[Copy to be Attached at Signing]

EXHIBIT "B"**ITEMS COVERED IN OPERATIONS AND MAINTENANCE BUDGET**

1. Collection System maintenance
 - a. Sewer main cleaning/jetting
 - b. Sewer line inspection (CCTV)
 - c. Root control treatments
 - d. Emergency blockage removal
2. Pump Station Maintenance
 - a. Routine pump inspection and servicing
 - b. Electrical control panel maintenance
 - c. Generator Testing
 - d. SCADA/Telemetry system monitoring and repairs
3. Forcemain & Appurtenances
 - a. Air release valve inspections and maintenance
 - b. Forcemain flushing and pigging
 - c. Pressure testing and leak detection
 - d. Maintenance associated with valves and valves
4. Manholes
 - a. Cleaning and inspection
 - b. Sealing and lining (to reduce Inflow and Infiltration)
 - c. Frame and Cover replacements
 - d. Structural Repairs (concrete, brickwork, epoxy coating)
5. Inflow and Infiltration Control
 - a. Smoke Testing programs
 - b. Flow monitoring studies
 - c. Point Repairs
6. Treatment Plant Operations
 - a. Routine O&M of mechanical and electrical systems (i.e. aerators, blowers, clarifiers, digesters, etc.)
 - b. Chemical purchases
 - c. Sludge hauling and disposal
 - d. Instrumentation and laboratory equipment maintenance
 - e. Permit-required sampling and reporting



**BOARD OF COMMISSIONERS - EXTRAORDINARY
SESSION**

**Consider Approval of 1st reading of Amendment to the Route of Travel,
Through Trucks Part VI, Chapter 2, Article A, Section 6-2004**

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:

[2026-ORD-6-2004-RouteOfTravel-ThroughTrucks -Revised Feb. 2026.doc](#)

SPALDING COUNTY, GEORGIA
TRAFFIC REGULATION ORDINANCE
ORDINANCE NO. _____

TO AMEND THE ROUTE OF TRAVEL, THROUGH TRUCKS – PART VI, CHAPTER 2, ARTICLE A, SECTION 6-2004, AS FOLLOWS:

BE IT RESOLVED AND ORDAINED, by the Board of Commissioners of Spalding County, Georgia, as the governing authority of said County, as follows:

Sec. 6-2004. Route of travel, through trucks.

For the purpose of delivery or transport of goods, articles, or wares, all heavily laden trucks or delivery vehicles shall proceed over state or federal routes or designated truck routes, and not over the County Road System, for delivery or transport of such goods, articles, or wares, except as provided herein.

(a) All truck or delivery vehicles:

- (1) having a powered tractor unit of more than six (6) wheels; or
- (2) having a powered tractor unit with three (3) or more axles; or
- (3) having an over-all length in excess of thirty (30) feet, except vehicles designated to carry passengers; or
- (4) vehicles weighing 62,500 pounds or more

are prohibited from using or parking on any road or right-of-way within the County Road System except when the only available route to the terminal, parking lot, repair garage or headquarters, or place of pickup or delivery of the restricted motor vehicle is by a road within the County Road System, then and only then may ingress to and egress from such places be made by the most direct route available between the terminal, parking lot, repair garage, headquarters, or place of pickup or delivery and nearest road outside the County Road System as determined by taking into account the ultimate destination of the truck. All roads in the County Road System are hereby designated as "No Through Trucks," whether or not posted as such, and no truck shall use said roads unless said truck has a pickup or a delivery on such a road.

- (b) It shall be unlawful and a violation of this chapter for the operator of any vehicle as described in subsection (a) to operate such vehicle on any road in the County Road System unless such vehicle is making a pickup or delivery on such road or street.
- (c) The restrictions provided for in subsections (a) and (b) above shall not apply to designated State of Georgia routes, designated U.S. Highway routes, and/or any road or street in the County Road System which the board of commissioners may hereafter designate by resolution.
- (d) The restrictions provided for in subsections (a) and (b) above shall not apply to:
 - (1) Hauling farm animals, materials, equipment and machinery, supplies, or farm products from a farm to a processing plant, business or farm in Spalding County or an adjoining county.

- (2) Vehicles and equipment of Spalding County or the State of Georgia or under contract with either for the construction, repair, and maintenance of roads and bridges in Spalding County.
- (3) Trucks with a valid Spalding County Right of Way Travel Permit.
- (e) Right of Way Travel permits must be secured by any owner, contractor, or logging contractor for any and all heavily laden trucks or delivery vehicles crossing a ditch within the County Road System, and/or utilizing a construction entrance, and/or entering the right of way of any road within unincorporated Spalding County from any commercial construction or development, and from any residential housing development with the intent to develop more than 4 residential structures within the development, as provided in Sec. 6-2007 and pursuant to policies established by the director of public works and approved by the board of commissioners, which may be amended from time to time.
- (f) The board of commissioners shall set the fee for the Right of Way Travel permit by resolution, which may be amended from time to time.

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

Approved on first reading this ____ day of _____, 2026.
Approved on second reading this ____ day of _____, 2026.

Clay W. Davis, Chairperson

Steve Ledbetter, County Clerk



**BOARD OF COMMISSIONERS - EXTRAORDINARY
SESSION**

**Consider Approval of 1st reading of the Amendment to the Route of Travel,
Through Trucks-Part VI, Chapter 2, Article A, Section 6-2007**

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:

[Sec. 6 2007. ___Pulpwood_and_logging_operations__permit_required_to_cross_county_ditches. \(1\).docx](#)

SPALDING COUNTY, GEORGIA
TRAFFIC REGULATION ORDINANCE
ORDINANCE NO. _____

TO AMEND THE ROUTE OF TRAVEL, THROUGH TRUCKS – PART VI, CHAPTER 2, ARTICLE A, SECTION 6-2007, AS FOLLOWS:

BE IT RESOLVED AND ORDAINED, by the Board of Commissioners of Spalding County, Georgia, as the governing authority of said County, as follows:

Sec. 6-2007. Pulpwood and logging operations, commercial construction development, residential housing development, permit required to cross county ditches.

- (a) Pulpwood and logging operators or contractors who desire to cross county ditches to enter property for the purpose of cutting timber, or for commercial construction or development, or from any residential housing development with the intent to develop more than four (4) residential structures within the development, shall secure a right-of-way travel permit from the public works department to cross said ditch. No alteration of any kind to any ditch, drainage structure, roadway intersection, driveway, or any other part of a county road shall be made except with express approval of the director of public works.
- (b) A separate permit shall be required for each proposed county ditch crossing, which said crossing may also be referred to as a construction entrance.
- (c) A ditch on a county road may be crossed for the purposes hereinabove set forth only after the required permit is secured and an approved culvert pipe is installed. The culvert pipe shall be installed by the operator or contractor, using his own culvert pipe, which must be approved by the public works director, to ensure that storm water flow is not restricted.
- (d) As provided in section 6-2004, right-of-way travel permits must be secured by any owner, contractor, or logging contractor, for any and all heavily laden trucks or delivery vehicles crossing a ditch within the county road system, and/or utilizing a construction entrance, and/or entering the right-of-way of any road within unincorporated Spalding County from any commercial construction or development, and from any residential housing development with the intent to develop more than four (4) residential structures within the development.
- (e) The board of commissioners shall set the fee for the right-of-way travel permit by resolution, which may be amended from time to time.

Approved on first reading this ____ day of _____, 2026.

Approved on second reading this ____ day of _____, 2026.

Clay W. Davis, Chairperson

Steve Ledbetter, County Clerk



Consider Approval of Resolution to adopt the Right of Way Travel Permit fees and policies

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:

- [Proposed BOC Resolution \(Fees and Policies\) 4-5-26.docx](#)
- [RIGHT OF WAY TRAVEL PERMIT - Proposed rules \(Rev. 4-16-26\).docx](#)
- [Exception Permit to Approved Truck Route Policy - proposed by public works \(Rev. 4-16-26\).docx](#)

RESOLUTION NO. _____

WHEREAS the Spalding County Board of Commissioners desires to adopt the Right of Way Travel Permit fees and policies, and approved Truck Routes and Truck Route Exemption Permit fees and policies as presented by the Department of Public Works and attached hereto as Exhibit A and Exhibit B;

NOW, THEREFORE, THE SPALDING COUNTY BOARD OF COMMISSIONERS, HEREBY RESOLVES, that the attached fees and policies shall be adopted and remain in place until revised by further resolution of the Board of Commissioners.

SO RESOLVED THIS _____ day of _____, 2026.

SPALDING COUNTY BOARD OF COMMISSIONERS

BY: Clay W. Davis, Chairman

Attest: Dr. Steve Ledbetter, County Clerk

RIGHT OF WAY TRAVEL PERMIT as related to Sec. 6-2007:

To be secured by any owner, contractor, or logging contractor that is utilizing a construction entrance or entering the ROW from a project that is commercial construction or housing development of more than 4 residential structures in one location.

-A Construction entrance permit (6-4005) or Driveway Permit (4-1028) must first be obtained and issued prior to the issuance of a Right of Way Travel Permit.

-Right of Way Permits will pertain to all commercial truck traffic (pursuant to 6-2004) entering and exiting the permitted development or logging operation.

-The permit and accompanying approved travel route signage must be prominently displayed at each permitted driveway.

-The permit will include signage that describes the approved route of travel for all truck traffic. One double-sided sign per driveway will be required. The sign is included in the initial permit fee, additional signs for additional driveways or replacements are available at an additional cost.

-IT WILL BE THE RESPONSIBILITY OF THE PERMIT HOLDER TO INFORM DRIVERS OF THE APPROVED TRAVEL ROUTE TO INCLUDE NOTIFYING THEM OF THE PERMIT NUMBER AND EXPIRATION DATE. THE PERMIT HOLDER WILL BE RESPONSIBLE FOR DAMAGE RELATED TO VEHICLES LEAVING THEIR DEVELOPMENT. TRUCKS VIOLATING THE PERMIT WILL BE ISSUED CITATIONS. Upon notification of violations, Public Works will issue stop work orders accordingly until satisfied that the appropriate measures have been taken to ensure the routes are followed and/or damage has been mitigated.

Permit Cost = \$175

Additional Driveway Sign = \$50

Note: Normal driveway issuance permit fees, driveway inspection fees, driveway re-inspections, and illegal driveway fines are not affected by this policy.

DRAFT 9.1.23 per TJ

APPROVED TRUCK ROUTES AND TRUCK ROUTE EXEMPTION PERMITS

Approved truck routes will be clearly marked with Truck Route Signage. In some cases, the signage will indicate a specific destination where travel is allowed.

Approved truck routes will be designated by the Public Works Director or designee.

Truck routes will be designated to directly support Spalding County-based businesses and locations.

Issuing a special Route of Travel Permit on a non-travel route can be granted by the Public Works Director or designee. Permits must include an expiration date, designation of a specific road(s)(for 90-day permits), individual truck information, and comply with the existing fee structure. Permit holders are responsible for any specific damage to the roadway caused by the misuse of the roadway.

Road exemption permits are limited to vehicles with 10 wheels or fewer or vehicles used to haul cut timber.

Permits must always be affixed and visible in the windshield of the vehicle.

The permit shall be produced if requested by any authorized Spalding County employee or law enforcement agency. The permit must be affixed to the vehicle and presented upon request on-site.

Commercial and residential delivery routes are governed by appropriate local and state ordinances indicating the shortest route/distance to and from the delivery location to the nearest state highway.

Exemption permits can be issued to address county-wide emergencies as designated by the Public Works Director. Normal fees will apply unless they are waived by the County Manager.

Fee Schedule:

Road Exemption Permit up to 90 days –

 \$150.00 per truck

 \$5.00 per permit (truck) for printing

Road Exemption Permit Annual-

 \$500 per-truck

 Plus \$5.00 per permit (truck) for printing

Daily permits per truck will be \$20.00 plus \$5.00 for printing.

Permits shall be secured and renewed annually at the Spalding County Public Works office.

Trucks without proof of permit upon request will be subject to applicable local and state no-through truck ordinances.

The following roads and destinations shall be marked as Truck Routes. Updates to this list must correspond to the route being marked with Truck Route signage. Updates shall be made by the Public Works Director, unless otherwise instructed by the County Manager.

The list below was updated in September 2023

- (1) Macon Road, from the city limit of the City of Griffin south to the Lamar County line. For ARI traffic only
- (2) Johnston Road from Macon Road to Janet St. For ARI traffic only
- (3) Janet Street from Johnston Road to Swint Road For ARI traffic only
- (4) Swint Road from Janet Street to Macon Road For ARI traffic only
- (5) John Jones Junior Road from Macon Hwy to Green Gate Farms
- (6) Rover Zetella Road from Hwy 362 to Hwy 16
- (7) Moreland Road from 41 Hwy to a distance of 1500 Ft to the west for rock quarry
- (8) Carver Road from Hwy 362 to Odell Road
- (9) Odell Road from Carver Road to Hwy 41
- (10) Odell Industrial Way in its entirety
- (11) Industrial Drive from Kalamazoo Drive to Carver Road
- (12) Kalamazoo Drive from Hwy 41 to Carver Road
- (13) Kell Lane in its entirety
- (14) Aerodrome Way from Carver Road to Blanton Road
- (15) Blanton Road from Hwy 362 to Aerodrome way
- (16) Airport Road from Hwy 41 to City of Griffin Limits
- (17) South Pine Hill Road from Hwy 362 South to Dead End
- (18) Pine Hill Court
- (19) Carver Road from Hwy 362 to Pinebrook Dr
- (20) Justice Boulevard from Meriwether Street to Southern Drive
- (21) Southern Drive from Justice Blvd West to Dead End
- (24) Bailey Jester Road from Hwy 16 to Pine Ridge Landfill
- (25) Wild Plum Road from Hwy 16 to High Falls Road
- (26) High Falls Road from Wild Plum Road to Tanglewood Trail
- (27) All roadways within the Green Valley Industrial Park
- (28) Rehoboth Road from Hwy 16 to Crouch Road
- (29) Green Valley Road from Futural Road to 6th Street
- (30) Boyds Crossing Road
- (31) Green Valley Blvd from Green Valley Road to Rehoboth Road
- (32) Hudson Road from Old Macon Road East to Dead End

- (33) Wilson Road from Hwy 16 South 2400 ft
- (34) Wilson Road from Hwy 16 to Searcy Road
- (35) High Falls Road from City of Griffin Limits to Church Street
- (36) Church Street from High Falls Road to Whitten Ave
- (37) Whitten Ave from Church Street to Second Street
- (38) Second Street from Whitten Ave to Cascade Ave
- (39) East McIntosh from Old Atlanta to North Hill Street
- (40) Glenwood Road from Hwy 19/41 to Old Atlanta Road
- (41) Old Atlanta Road from Glenwood Road to Rider Road
- (42) Manley Road from Hwy 19/41 to Old Atlanta Road
- (43) Malier Road from Hwy 19/41 to Old Atlanta Road
- (44) 85 Connector from Hwy 16 to Fayette County Line
- (45) Buckeye Road from Hwy 16 to commercial driveway
- (46) Shoal Creek Road from Hwy 16 to Entrance of Shoal Creek Landfill
- ~~(47) Jackson Road from County Line to Wallace Road~~

DRAFT 9.1.23 BY TJ 11/15/24



BOARD OF COMMISSIONERS - EXTRAORDINARY SESSION

Consider PLACs recommendation to move forward with Splash Pads

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:

[Letter to the BOC 3-12-2026.pdf](#)

Parks & Leisure Advisory Commission

March 12, 2026

Spalding County Board of Commissioners
P.O. Box 1087
Griffin, GA 30224

Dear Board of Commissioners,

At the March 12, 2026, meeting of the Parks and Leisure Services Advisory Commission, Director TJ Imberger reported on the status of our recommendation to you, the Board of Commissioners, for two splash pad locations: City Park Upper and Fairmont Upper. On March 2nd you voted to send it back to PLAC. Your comments and recommendations for other locations were reviewed. You are now recommending that these locations be considered: Flint River Regional Library, next to Fairmont Community Center, and fire stations. Participants would need to enter the splash pad through the building. You are also recommending locations in communities of Orchard Hill, the Historic Community of Sunny Side and both the east side and west side of Griffin.

PLAC members are concerned that placing a splash pad at a fire station or any building where people would have to walk through the building would restrict access hours. It also defeats the purpose of getting wet after enjoying outdoor park amenities. We are concerned about the increased risk of falls as wet children walk through buildings. Additionally, the concerns raised about Fairmont Upper are not valid regarding the new three-way street from Elle's Way subdivision. I personally drove by Fairmont with my wife, and the new road has absolutely no connection to the top of the hill near the pavilion.

As Chairman of the Parks and Leisure Service Advisory Commission, I am submitting this letter to communicate that we have discussed and evaluated this topic for several months and stand by our original recommendation for City Park Upper and Fairmont Upper. This motion reflects the results of our lengthy discussion on March 12:

- Motion/Second by Simmons/Phelps to recommend to the Board of Commissioners that PLAC disagree with their recommendation and they reconsider their decision. Motion passed unanimously.

Please advise if we can contribute to the process in any way.

Sincerely,



Tyrone Ward
Chairman, Spalding County Parks and Leisure Services Advisory Commission

Cc: Dr. Steve Ledbetter, County Manager
Erica Dye, Assistant County Manager
TJ Imberger, Parks, Public Grounds and
Public Works Director

Kelly Carmichael, Leisure Services Director
Horace Shivers, Leisure Services Deputy
Director
PLAC Members



Second Reading and Ordinance for Application 26-03Z: Wade Cannon, owner, 1615 High Falls Road (Parcel 220 01033); located in Land Lot 239 of the 2nd Land District, consisting of approximately 5.46 acres. The applicant is requesting to rezone from C-2 (Manufacturing), R-2 (Single-Family Residential), and AR-1 (Agricultural-Residential) to solely AR-1 (Agricultural-Residential). The existing residential use will remain the same.

Requesting Agency
Spalding County Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?
Yes

Summary and Background

Fiscal Impact / Funding Source
Private

STAFF RECOMMENDATION
Approval

ATTACHMENTS:
[sp.cannon.resolution.26-07.nmg rev.corrected.pdf](#)

ORDINANCE 2026-ORD-007

IN RE:

APPLICATION OF WADE T. CANNON AND ANGELA E. CANNON, OWNERS
REZONING APPLICATION 26-03Z

**RESOLUTION TO AMEND THE
ZONING ORDINANCE OF SPALDING COUNTY, GEORGIA
AND
THE OFFICIAL ZONING MAP OF SPALDING COUNTY, GEORGIA**

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

WHEREAS, the Board of Commissioners of Spalding County, Georgia enacted the current Zoning Ordinance (also referred to as the Unified Development Ordinance (“UDO”)) of Spalding County, Georgia on January 4, 1994 and therein adopted the Official Zoning Map of Spalding County, Georgia in Article 23, section 2301, et. seq.:

WHEREAS, the Board of Commissioners of Spalding County, Georgia is empowered to consider requests from property owners within Spalding County, Georgia seeking to rezone property located therein, seeking approval of special exception land uses and seeking variances required for the development and improvement of property in Spalding County, Georgia;

WHEREAS, Wade T. Cannon and Angela E. Cannon, owners on or about January 14, 2026, initiated the following rezoning application for the real property located at 1615 High Falls Road, Spalding County, Georgia, consisting of approximately 5.46 acres (the “Subject Property”), as follows:

- a. Rezoning Application No. 25-03Z to rezone the Subject Property from R-2 Single Family Residential District (in part), AR-1 Agricultural and Residential (in part) and C-2, Manufacturing (in part) to AR-1 Agricultural and Residential for residential use.

WHEREAS, the Spalding County Planning Commission conducted a hearing on the Applications pursuant to UDO, Section 414 (B)(4) in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia on February 24, 2026;

WHEREAS, the Board of Commissioners of Spalding County, Georgia conducted a hearing on the Applications pursuant to UDO, Section 414(B)(5) in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Georgia on March 26, 2026;

WHEREAS, the Board of Commissioners of Spalding County, Georgia is empowered pursuant to UDO, Sections 415 to approve the Application subject to conditions which relate to the use, occupancy, or development of property identified in the application, provided that such conditions imposed on the property may only be more restrictive than the requirements of any requested zoning districts and other applicable parts of this ordinance as may apply to the property at issue in the Applications;

WHEREAS, the Board of Commissioners of Spalding County, Georgia considered the Application, the evidence presented before the public hearings conducted by the Spalding County Planning Commission and the Board of Commissioners and having applied the criteria set forth in UDO, Section 414(B)(1-2); and

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

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

Section 1: Definition of the Subject Property that is subject to this Resolution.

The Subject Property subject to this Resolution consists of 5.46 acres, described as follows:

All that lot, tract or parcel of land situate, lying and being in Land Lot 239 of the Second Land District of originally Monroe, now Spalding County, Georgia, containing 5.563 acres and being more particularly described with reference to a plat of survey prepared by Kenneth E. Presley Associates, dated June 1, 1984 and with reference to said plat property may be further described as follow;

Beginning at the intersection of the north right-of-way of High Falls Road with east right-of-way of Banks Road and running in easterly direction along the north right-of-way of High Falls Road a distance of 940.1 feet to an iron pin and point of beginning; thence north 21 degrees 02 minutes 47 seconds east a distance of 200.00 to an iron pin; thence north 12 degrees 50 minutes 22 seconds east a distance of 643.06 feet to an iron pin; thence south 70 degrees 11 minutes 17 seconds east a distance of 300.00 feet to an iron pin; thence south 14 degrees 45 minutes 53 seconds west a distance of 836.64 feet to an iron pin located on the north right-of-way of High Falls Road; thence north 73 degrees 10 minutes 41 seconds west a distance of 100.00 feet to a point; thence north 70 degrees 42 minutes 41 seconds west a distance of 100.00 feet to a point; thence north 69 degrees 27 minutes 41 seconds west a distance of 100.00 feet to the point of beginning.

Section 2: Amendment of the Official Zoning Map of Spalding County, Georgia.

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

All that lot, tract or parcel of land situate, lying and being in Land Lot 239 of the Second Land District of originally Monroe, now Spalding County, Georgia, containing 5.563 acres and being more particularly described with reference to a plat of survey prepared by Kenneth E. Presley Associates, dated June 1, 1984 and with reference to said plat property may be further described as follow;

Beginning at the intersection of the north right-of-way of High Falls Road with east right-of-way of Banks Road and running in easterly direction along the north right-of-way of High Falls Road a distance of 940.1 feet to an iron pin and point of beginning; thence north 21 degrees 02 minutes 47 seconds east a distance of 200.00 to an iron pin; thence north 12 degrees 50 minutes 22 seconds east a distance of 643.06 feet to an iron pin; thence south 70 degrees 11 minutes 17 seconds east a distance of 300.00 feet to an iron pin; thence south 14 degrees 45 minutes 53 seconds west a distance of 836.64 feet to an iron pin located on the north right-of-way of High Falls Road; thence north 73 degrees 10 minutes 41 seconds west a distance of 100.00 feet to a point; thence north 70 degrees 42 minutes 41 seconds west a distance of 100.00 feet to a point; thence north 69 degrees 27 minutes 41 seconds west a distance of 100.00 feet to the point of beginning.

Shall be zoned AR-1 Agricultural and Residential

- b. The Chairman of the Board of Commissioners of Spalding County, Georgia is directed and authorized to execute such notice of the amendment oof the Official Zoning Map of Spalding County, Georgia.
- c. The Zoning Administrator is authorized and directed to enter such notice of the amendment of the Official Zoning Map of Spalding County, Georgia thereon.

Section 3: Successors and Assigns.

This Ordinance shall apply to the Owner/Applicant and any grantee(s), transferee(s), successor(s) and assign(s) thereof.

Section 4: Amendment of Ordinance/Conditions.

This Ordinance may only be amended pursuant to the procedures required by UDO, Section 414. Any provisions of the Conditions set forth in Section 3, hereof shall be amended by compliance with the UDO, Sections 415.

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

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

Approved on First Reading: March 26, 2026

Approved on Second Reading: April 20, 2026

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

ATTEST:

STEVE LEDBETTER, Ph. D
County Manager and Clerk of the Board of Commissioners
of Spalding County, Georgia