



Agenda
Board of Commissioners - Work Session April
20, 2026
3:00 PM
Room 108, Spalding County Annex Building

I. OPENING (CALL TO ORDER)

PLEASE SILENCE YOUR CELL PHONES AND ALL OTHER ELECTRONIC DEVICES.

II. INVOCATION

1. Invocation led by Commissioner James Dutton

III. PLEDGE TO FLAG

1. Pledge to the Flag led by Commissioner Reginald Watts

IV. AGENDA ITEMS

1. FY2027 Employee Insurance Presentation by the broker - MSI
2. Discuss the FY23 COSSUP supplemental funding in the amount of **\$8,400**
3. Discuss the **FY2025 State Homeland Security Program (SHSP)** grant for \$14,928.00 to build and enhance capabilities in Homeland Security
4. Discuss bids received for resurfacing the parking lot located at 1313 Arthur K. Bolton Parkway Griffin, GA 30223 for consideration of awarding the bid during the April 6th, 2026, Regular Meeting
5. Declaration to surplus weapons forfeited to the Spalding County Sheriff's Office via court order, and weapons that are property of the Spalding County Sheriff's Office that have become obsolete, or irreparable, and properly dispose of these weapons through trade to a licensed Federal Firearms Dealer.
6. Discuss the acceptance of \$1,167,546.30 LMIG LRA funding from GDOT for the resurfacing of 3.65 miles of roadway, to include the County's match of \$321,581.43 from excess TSPLIT collections our match
7. Discuss PLACs recommendation to move forward with Splash Pads
8. Discuss Sentence Enforcement annual contracts for renewal
9. Discuss the purchase of Narcan using Opioid Funds

10. Discuss Bid for Tyus Park Walking Trail (Grant Funded)
11. Discuss FY2027 CSBG Allocation/Contract Notice Increase
12. Recommendation for Spalding CSBG Advisory Board Appointment
13. Discuss Easement Agreement for Atlanta Gas Light Company located along the county owned property adjacent to the Regional Griffin-Spalding County Airport Authority
14. Discuss Griffin-Spalding County Airport Annual Memorandum of Agreement Support Summary
15. Discuss 2026 Trustee Assurance Agreement for the Spalding County Water and Sewerage Facilities Authority
16. Discuss amendment to the Ordinance: Route of Travel, Through Trucks Part VI, Chapter 2, Article A, Section 6-2004
17. Discussion of Amendment to the Ordinance: Route of Travel, Through Trucks-Part VI, Chapter 2, Article A, Section 6-2007
18. Continuation of the Boards FY27 budget discussion regarding "Managing Solid Waste Effectively"
19. Presentation on the design of Our Legacy Museum

V. ADJOURNMENT



BOARD OF COMMISSIONERS - WORK SESSION

**Invocation led by Commissioner James
Dutton**

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:



**Pledge to the Flag led by Commissioner Reginald
Watts**

Requesting Agency
Spalding County Board of

Commissioners

In Compliance with the following Ordinance

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Summary and Background

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STAFF RECOMMENDATION

ATTACHMENTS:



BOARD OF COMMISSIONERS - WORK SESSION

**FY2027 Employee Insurance Presentation by the broker -
MSI**

Requesting Agency
Spalding County

Board of Commissioners

In Compliance with the following Ordinance

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STAFF RECOMMENDATION

ATTACHMENTS:



BOARD OF COMMISSIONERS - WORK SESSION

**Discuss the FY23 COSSUP supplemental funding in the amount of _____
\$8,400**

Requesting Agency
Spalding County Board of Commissioners

In Compliance with the following Ordinance

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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)



Discuss 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

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STAFF RECOMMENDATION

ATTACHMENTS:



Discuss bids received for resurfacing the parking lot located at 1313 Arthur K. Bolton Parkway Griffin, GA 30223 for consideration of awarding the bid during the April 6th, 2026, Regular Meeting

Requesting Agency

Spalding County Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

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STAFF RECOMMENDATION

ATTACHMENTS:

[GSP Quote.pdf](#)

[Spalding Co. GSP Testing Pad Paving Proposal.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



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

PROPOSAL AND CONTRACT

<u>Submitted To:</u> Spalding County Public Works Attn.: Kevin King	<u>Project Name:</u> GSP Testing Pad <u>Project Location:</u> Griffin, Georgia <u>Plans By:</u> N/A <u>Date of Plans:</u> N/A	<u>Date:</u> 3/5/26 <u>Proposal No:</u> 9032 <u>Estimator:</u> Scott Marchman
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Piedmont Paving, Inc., hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with the above referenced project:

<u>Item</u>	<u>Approx. Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
<u>1. Option 1: 2" Mill and Repave</u>	1	LS	\$77,925.00	\$77,925.00
Includes: Mill existing asphalt 2" deep, Repave with 2" of 12.5MM Type E Topping w/ Tack				
<u>1. Option 2: 1.5" Overlay</u>	1	LS	\$46,405.00	\$46,405.00
Includes: 1.5" of 12.5MM Type E Topping w/ Tack				

PLEASE BE AWARE THAT THE OVERLAY WILL LEAVE A 1.5" LIP ABOVE THE GUTTER

General Notes:

1. One mobilization is included. Add \$3,000 for each additional move in.
2. Layout, testing, bonds, sawcutting, demolition, grading, sealcoating, rumble strips, utility coordination and adjustment of existing structures are excluded.

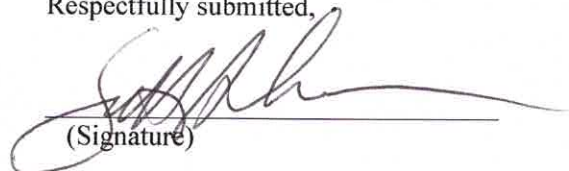
3. Traffic control is excluded.
4. Erosion control, sediment control and associated "Best Management Practices" are excluded and shall be the responsibility of others.
5. Subgrade to be compacted, pass a proof roll, and be left +/- .10' by others prior to mobilization. Additional GAB is excluded. Existing subgrade base will be graded and compacted prior to asphalt placement.
6. Pricing is based upon current material costs which are subject to change. Although we do not anticipate a notable change, Piedmont Paving has no control over the cost of asphaltic concrete paving material. In the event material unit costs change (up or down) from what is included in the estimate for this work, Piedmont Paving, Inc. will provide documentation to prove the difference in cost and adjust the invoice for that difference.
7. Drainage of the pavement surface is not guaranteed where the design slope is less than one percent.
8. Pavement lift thicknesses are based on a tolerance of 1/4" for each lift of asphalt.
9. Bituminous Prime Coat is excluded unless specifically quoted above.

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

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

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

Respectfully submitted,



(Signature)

Scott Marchman - Estimator
(Printed Name and Title)

CONTRACT ACCEPTANCE:

Company Name

Piedmont Paving, Inc.

Signature

Signature

Printed Name and Title

Andrew Trammell - Vice President
Printed Name and Title

Date

Date

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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



Declaration to surplus weapons forfeited to the Spalding County Sheriff's Office via court order, and weapons that are property of the Spalding County Sheriff's Office that have become obsolete, or irreparable, and properly dispose of these weapons 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	

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

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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 GUAGE 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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Case Id	Agency	Ctrl #	Class	Loc Status	Description	Make
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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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	

03

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)						



Discuss the acceptance of \$1,167,546.30 LMIG LRA funding from GDOT for the resurfacing of 3.65 miles of roadway, to include the County's match of \$321,581.43 from excess TSPLOT collections our 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

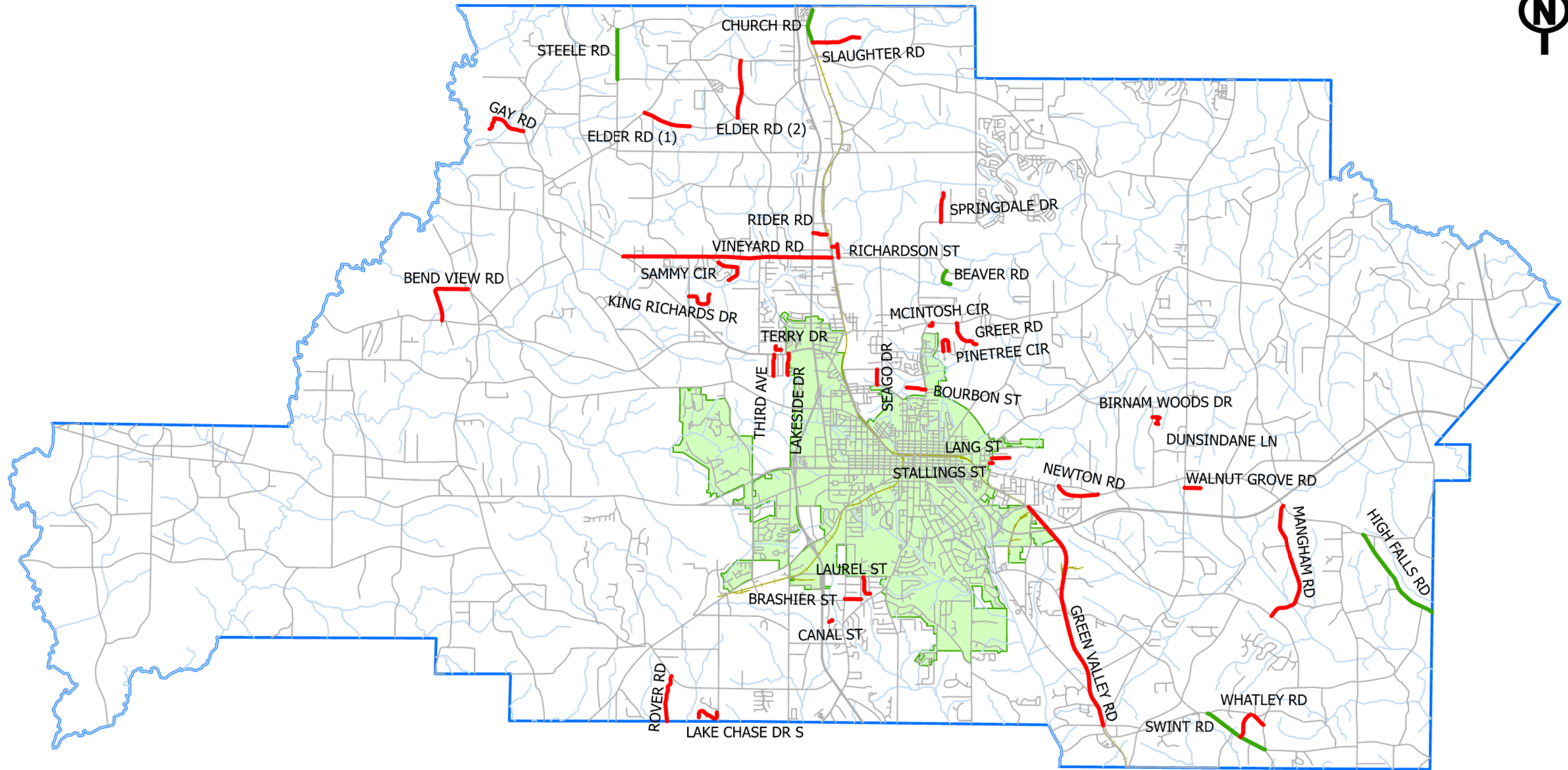
Fiscal Impact / Funding Source

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



Discuss 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



Discuss Sentence Enforcement annual contracts for renewal

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:

[State Court Contract.pdf](#)

[Magistrate Court Contract.pdf](#)

[Superior 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 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)

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

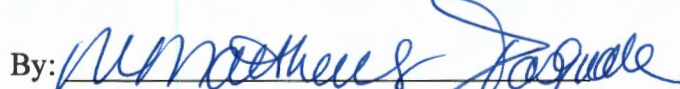
Title: Chairman, Board of Commissioners

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 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.

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(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.

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(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

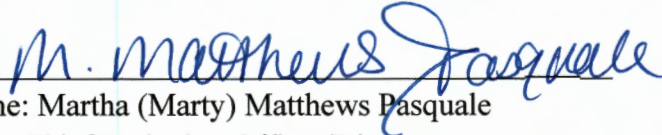
Title: Chairman, Board of Commissioners

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)



Discuss the purchase of Narcan using Opioid Funds

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

This is a restock of the Narcan. The initial purchased items are expiring (or are expired).

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:

[20260413125312.pdf](#)

Deliver to Charlene
30223

All ▾ nARCAN

0

Rufus

Health & Personal Care Household Supplies Vitamins & Diet Supplements Baby & Child Care Health Care Sports Nutrition Sexual Wellness Health & Wellness

Shop ImmuneMist

Sponsored

Health & Household > Health Care > First Aid



Click to see full view

Ask Rufus

Can it be stored in a first aid kit?

How long is the shelf life? Is it single-use?

How many items are...

Naloxone HCl Nasal Spray, 4 mg – Emergency Treatment for Opioid Overdose - Rapid-Response Opioid Overdose Reversal, 2 Dose Single Use Nasal Spray

Visit the Padagis Store

4.8 (705) | Search this page

1K+ bought in past month

\$29⁹⁹ (\$15.00 / count)

Price history

Apply for Prime Store Card and unlock a \$100 Amazon Gift Card upon approval. Pay \$29.99 \$0.00 for this order. [Learn more](#)

Tomorrow

Coupon price \$26⁹⁹ [Terms](#)

Top highlights

Item details

Measurements

3127126

X 130

208-5550-531700

2026/1/4/34

Mitzy told me to put

it under 270-3500-581700

3/30/26

208-5550-531700

One-time purchase:

\$29⁹⁹ (\$15.00 / count)

Tomorrow

FREE delivery Tomorrow, March 28

Shorter shipping distance

Deliver to Charlene - Griffin
30223

In Stock

Quantity: 1

Add to cart

Buy Now

Ships from Amazon

Sold by Padagis Direct

Returns Non-returnable due to Food safety reasons

Gift options Available at checkout

See more

FSA or HSA eligible Details

Subscribe & Save

\$26⁹⁹ (\$13.50 / count)

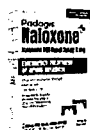
FREE delivery Tomorrow, March 28

Ships from Amazon

Sold by Padagis Direct

Sponsored

Bundle these items



+



price: \$91.91

all 3 to Cart

Add to Auto Buy

Add to List

Other sellers on Amazon

New (2) from \$29⁹⁹
FREE One-Day

This item: Padagis Naloxone HCl Nasal Spray, 4 mg –...
4.8 705
\$29⁹⁹ (\$15.00/count)

Sponsored
NARCAN Nasal Spray 4 mg, Emergency Treatment of Opioid...
4.8 1,132
\$34⁹⁷ (\$17.49/count)

Sponsored
WNL Products 5000NMT Nasal Med Trainer, Naloxone...
4.6 90
\$26⁹⁵ (\$5.39/count)

These items are shipped from and sold by different sellers.
[Show details](#)

amazon.com

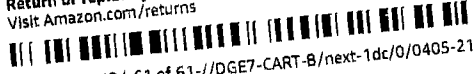


Purchase Order #: 208 5550 531700
Your order of April 1, 2026 (Order ID 113-6536743-6416229)

Qty.	Item	Item Price	Total
61	Padagis Naloxone HCl Nasal Spray, 4 mg - Emergency Treatment for Opioid Overdose - Rapid-Response Opioid Overdose Revers... Health and Beauty BOCLT5H1TR T2-Y61A-5N24-FBA 345802578846 (Sold by Padagis Direct)	\$28.79	\$1,756.19
	Subtotal		\$1,756.19
	Shipment Total		\$1,756.19
	Paid via credit/debit		\$3,742.70

We've sent this part of your order to ensure quicker service. The other items will ship separately.

Return or replace your item
Visit Amazon.com/returns



O/Pqv02c2WQ/-61 of 61-//DGE7-CART-B/next-1dc/0/0405-21:30/0405-12:37

A13-220



Discuss Bid for Tyus Park Walking Trail (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



Discuss FY2027 CSBG Allocation/Contract Notice Increase

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)



**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:



Discuss Easement Agreement for Atlanta Gas Light Company located along the county owned property adjacent to the Regional 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:

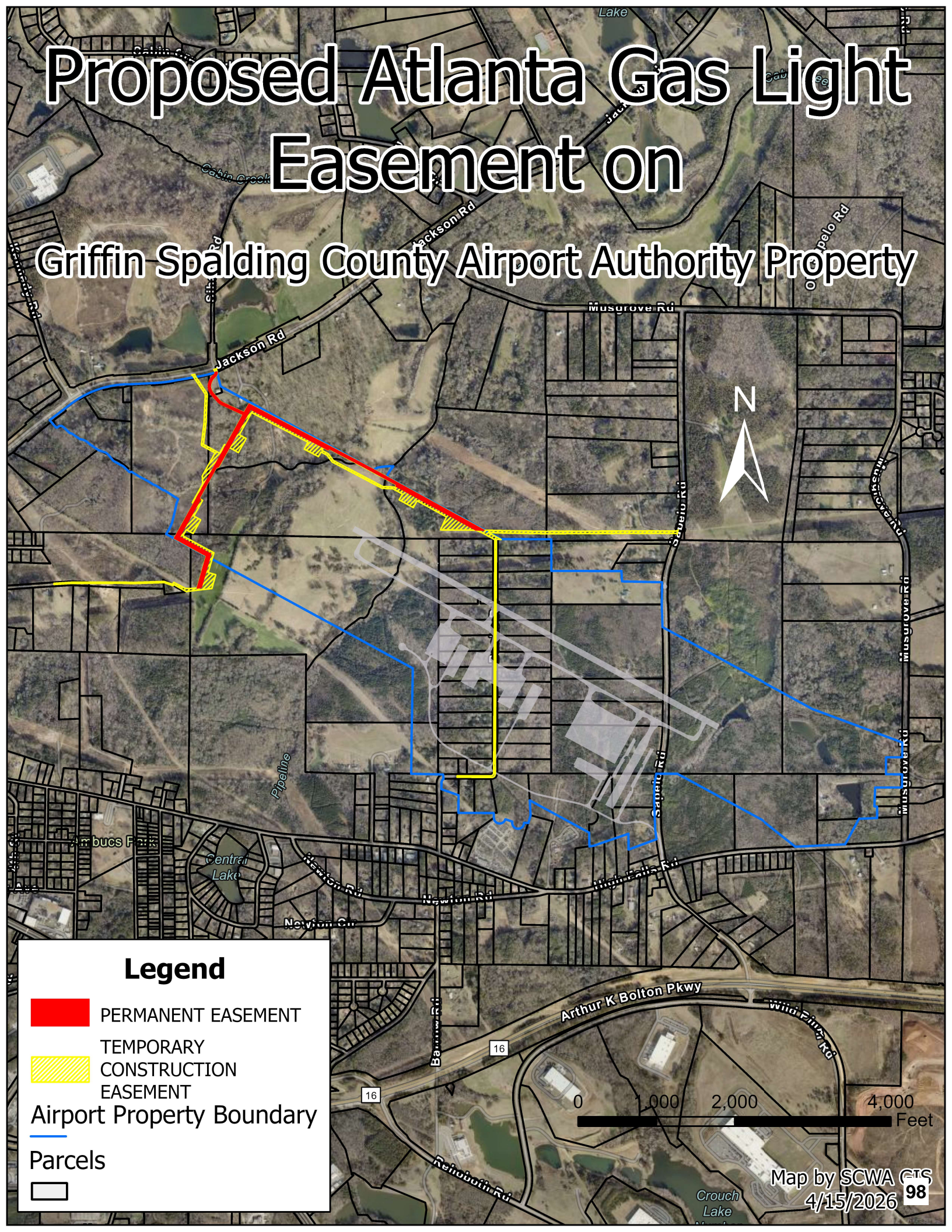
Title: _____

(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



**Discuss Griffin-Spalding County Airport Annual Memorandum of Agreement
Support Summary**

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.

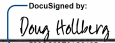
Amendment Agreement-New Griffin
Spalding County Airport HP-091223-002
Page 2 of 2

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

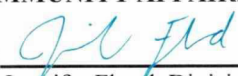
SPALDING COUNTY, GEORGIA

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

Page 2 of 5

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

Page 3 of 5

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

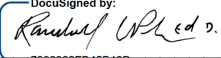
If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation X, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment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

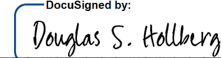
Execution of this MOA by the FAA, GA SHPO, GDOT, the City, the County and the Authority, its submission to the ACHP in accordance with 36 CFR 800.6(b)(1)(iv), and implementation of its terms, is evidence that the FAA has taken into account the effects of this undertaking on historic properties and afforded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

SIGNATORIES:


GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY

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

CITY OF GRIFFIN, GEORGIA

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

SPALDING COUNTY, GEORGIA

DocuSigned by:
BY:  **DATE:** 4/2/2020
41607CE4754E467...
The Honorable Gwen Flowers-Taylor, Chairperson

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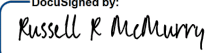
FEDERAL AVIATION ADMINISTRATION


BY:  DATE: **4/2/2020**
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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:  Treasurer

In Process



Discuss 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@hnhwlaw.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



Discuss amendment to the Ordinance: 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:

[Ordinance 6-2004 Route of Travel Through Trucks Revised February 2026 - April 20, 2026.pdf](#)

**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, PhD, County Clerk



Discussion of Amendment to the Ordinance: 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:

[Ordinance Sec 6-2007 - April 20, 2026.pdf](#)

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, PhD, County Clerk



Continuation of the Boards FY27 budget discussion regarding "Managing Solid Waste Effectively"

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:



Presentation on the design of Our Legacy Museum

Requesting Agency
Spalding County Parks & Leisure

Services

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Our Legacy Museum Manager Heather Hausser will give a brief presentation on the final schematic design of the museum.

Fiscal Impact / Funding Source

SPLOST

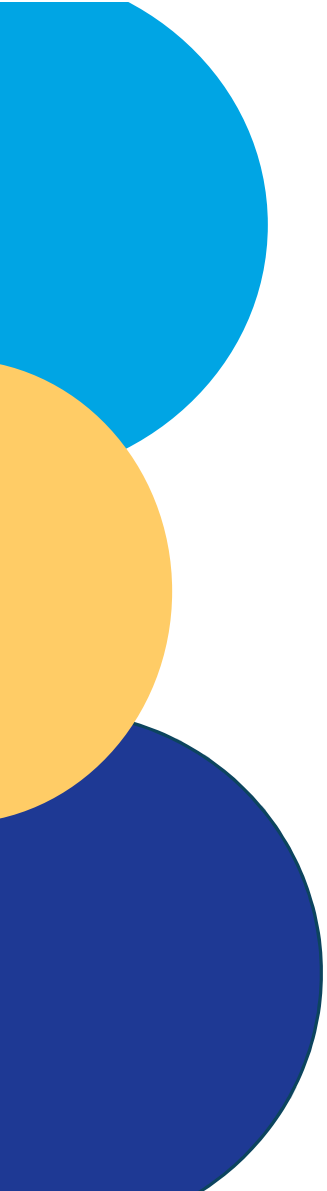
STAFF RECOMMENDATION

Approval

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

ATTACHMENTS:

[OLM BOC Presentation.pptx](#)



**OUR
LEGACY
MUSEUM**

GRIFFIN+SPALDING AFRICAN-AMERICAN HISTORY MUSEUM



Entryway Timeline



From Slavery to Juneteenth being declared a National Holiday


Rosenwald School Timeline

Drinking Fountain

From 6 to 4,978: The Remarkable Rosenwald School Program

<p>1912 JANUARY Rosenwald joins Tuskegee board</p> <p>AUGUST Rosenwald donates \$25,000 to Tuskegee in celebration of its 50th birthday</p> <p>SEPTEMBER Washington requests \$2,800 to be used to build 6 schools near Tuskegee; Rosenwald agrees</p>	<p>1914 MARCH Tuskegee staff start using term "Rosenwald schools" internally</p> <p>JUNE Rosenwald donates \$30,000 to help build 100 rural schools</p>	<p>1916 FEBRUARY Rosenwald donates \$30,000 to help build 100 rural schools</p> <p>NOVEMBER Rosenwald donates \$30,000 to help build 100 rural schools</p>	<p>1919 Rosenwald puts temporary freeze on new construction/repairs; evaluation of program by Fletcher Deslar</p> <p>1920 Deslar's Report on Rosenwald School Building identifies problems with architectural plans/construction process/financial records</p> <p>640 Schools built during Tuskegee phase of program (1913-1920)</p> <p>Rosenwald transfers management of school program to Rosenwald Fund office in Nashville, TN</p>	<p>1928-32 Rosenwald Fund helps pay for buses to transport students to consolidated Rosenwald Schools</p>	<p>1932 JANUARY 6 Julius Rosenwald dies</p> <p>JULY Rosenwald Fund ends School Program</p> <p>4,337 Schools built in Rosenwald Fund phase of program (1920-1932)</p> <p>4,977 SCHOOLS BUILT (1913-1932)</p>
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<p>1912-1920 640</p> <p>1913 First 6 schools built</p>  <p>Booker T. Washington dies</p>	<p>1915 Tuskegee issues The Negro Rural School and its Relation to the Community</p> <p>APRIL Tuskegee staff use term "Rosenwald school" publicly to promote school program</p> <p>NOVEMBER 14 Rosenwald staff lose term "Rosenwald school" publicly to promote school program</p>	<p>1917 OCTOBER Rosenwald creates Julius Rosenwald Fund for "the well-being of mankind"</p> <p>NOVEMBER Rosenwald approves grants for 300 schools/extension of school terms/salaries of school staff</p>	<p>1920-28 Over 400 Rosenwald Schools built each year</p> 	<p>1921-31 Rosenwald Fund annually publishes Community School Plans with drawings for schools, teacher homes, privies</p> <p>1928-48 Rosenwald Fund subsidizes low-cost busses for Rosenwald Schools</p>	<p>1937 Eleanor Roosevelt School in Warm Springs, GA, built with partial funding from Rosenwald Fund; is dedicated to President Franklin Roosevelt</p>
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9'-1"

12'-10"

OPEN TO BEYOND

Gallery

1 Griffin 1st

Historic
Businesses

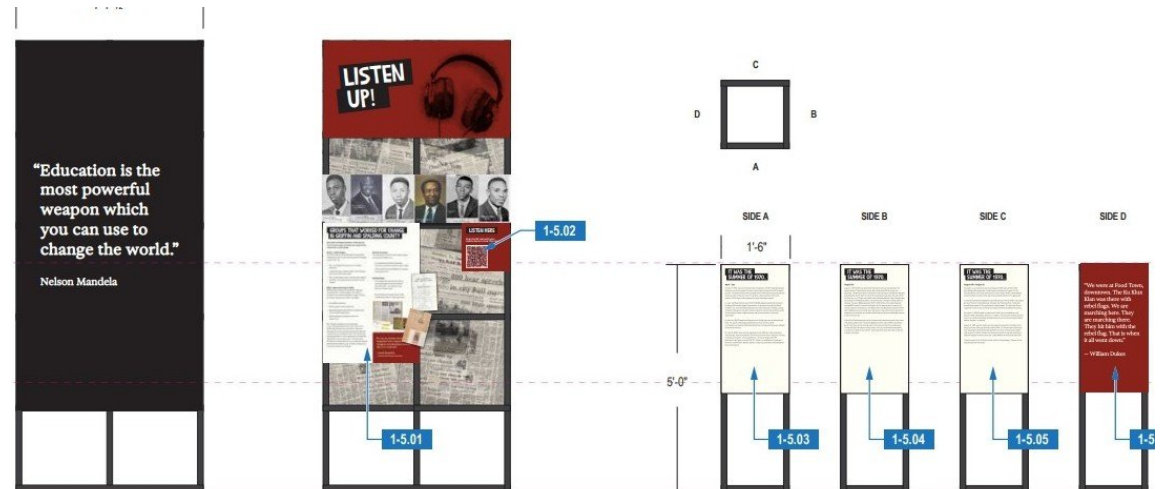
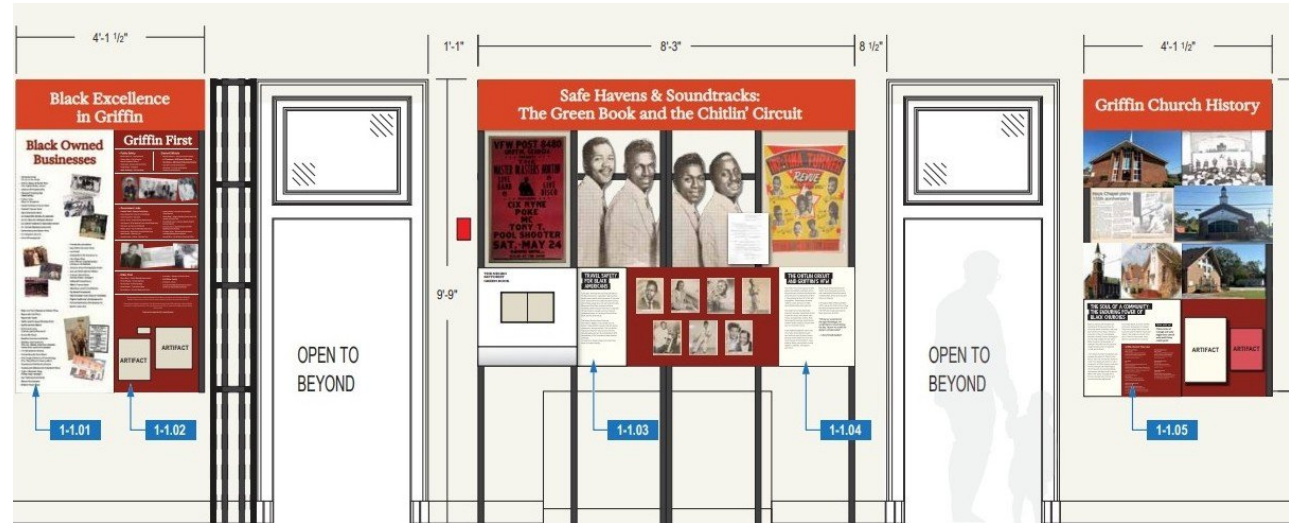
Civil Rights
Movement

Summer of
1970

Pool Story

Lynchings

Jim Crow and
Black Codes



Gallery

2

Julius
Rosenwald

Booker T
Washington

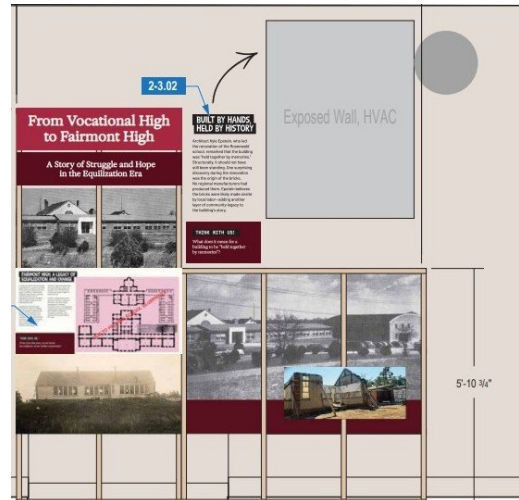
Building of a
Museum



Griffin
Spalding County
Schools
Timeline

Dr. Samuel
Cook

Equalization
Schools



Grassroots Movements: Power from the People

WHAT ARE GRASSROOTS MOVEMENTS?

Grassroots movements are born from the ground up driven by everyday people who come together to create change. These efforts begin in homes, churches, and community centers, fueled by shared purpose and unwavering hope.

THE ROSENWALD FUND: BUILDING SCHOOLS, BUILDING FUTURES

The Rosenwald Fund did not simply donate the schools—it inspired communities to build from together.

- Community involvement: The Fund required local contributions. African American families responded with creativity and commitment.
- Fundraising tactics:
 - Fish fries and church offerings.
 - Parades, dances, and civic group rallies.
 - Cotton sales funded school construction.

Each effort was a powerful act of love and belief in education.

Griffin's school	\$10,000
Spalding county	\$10,000
Total amount of fund	\$20,000
Griffin's school	\$10,000
Spalding county	\$10,000
Total amount of fund	\$20,000

GRIFFIN'S GRASSROOTS LEGACY

- Jessie Walker-Sterps & Dr. P. Jessie Walker-Sterps, President of Griffin's NAACP worked with the Griffin Community Property Committee to launch the Griffin African American History Project, preserving voices and stories now housed at the UGA Richard B. Russell Library.
- Historic Park Videos (HPV) rallied the community to support the 30th BPLIST section, which included restoring the Rosenwald library.
- Door-to-Door Advocacy: Volunteers walked

THINK WITH US!

What makes grassroots movements so powerful in creating lasting change?

Gallery

3

Recreated
Classroom

Vocational
Classes

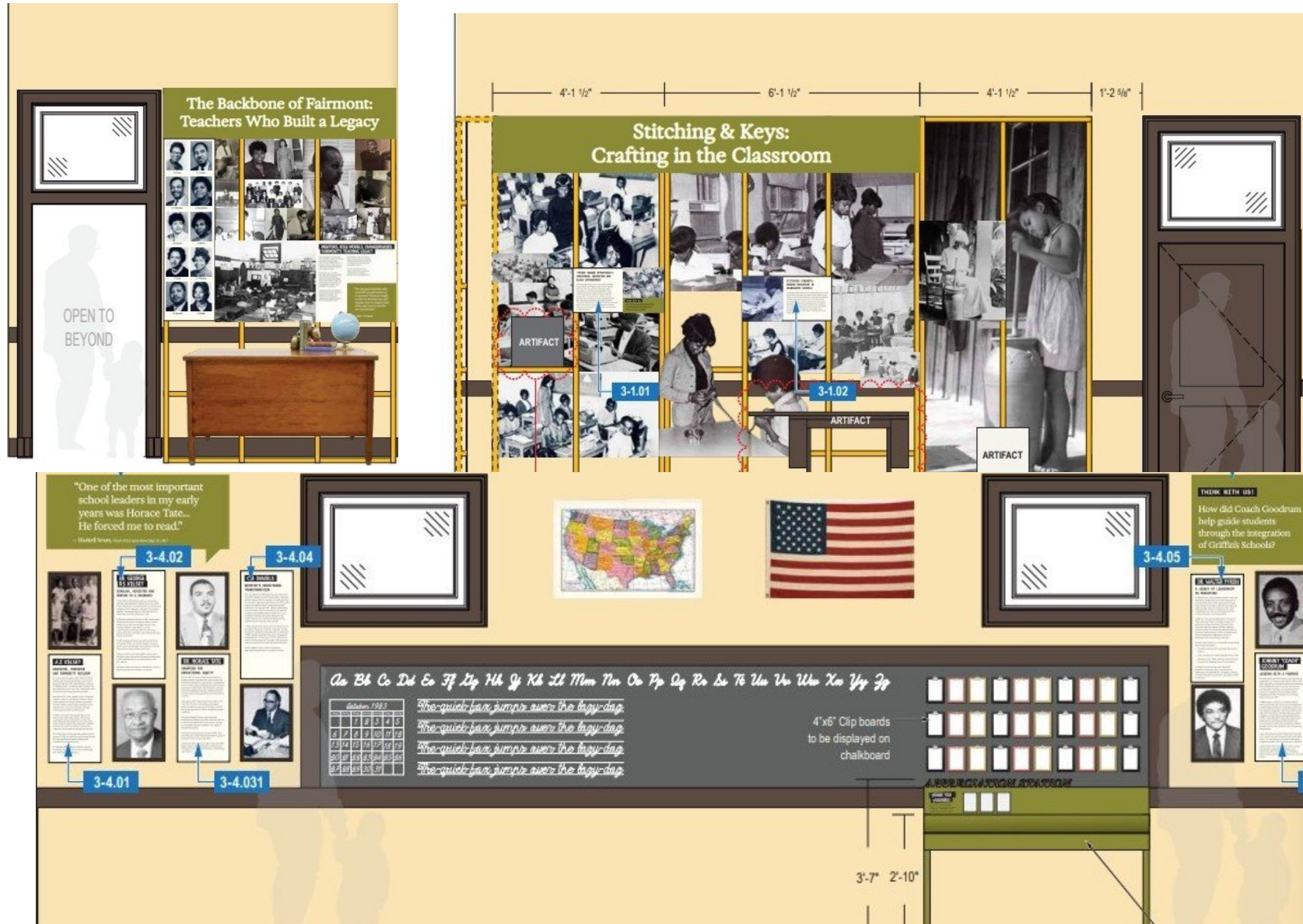
School Patrol

Teacher
Tribute

Schools before
Electricity

Dress Code
Through the
Years

School Leaders



Gallery

4

Wyomia Tyus

Rayfield Wright

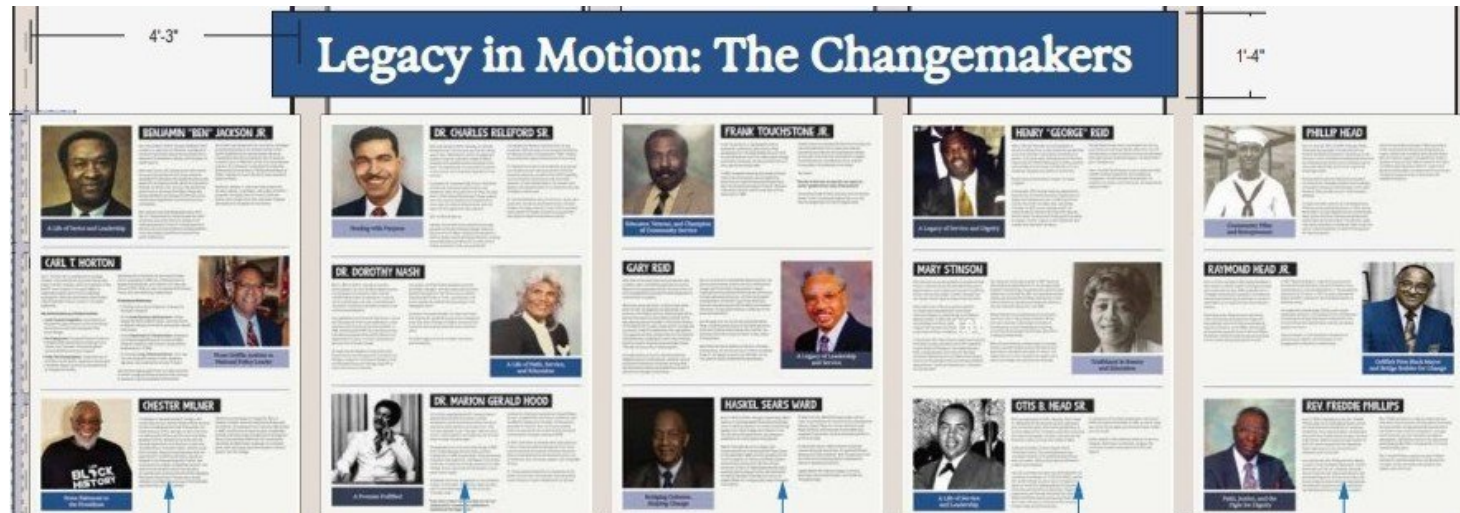
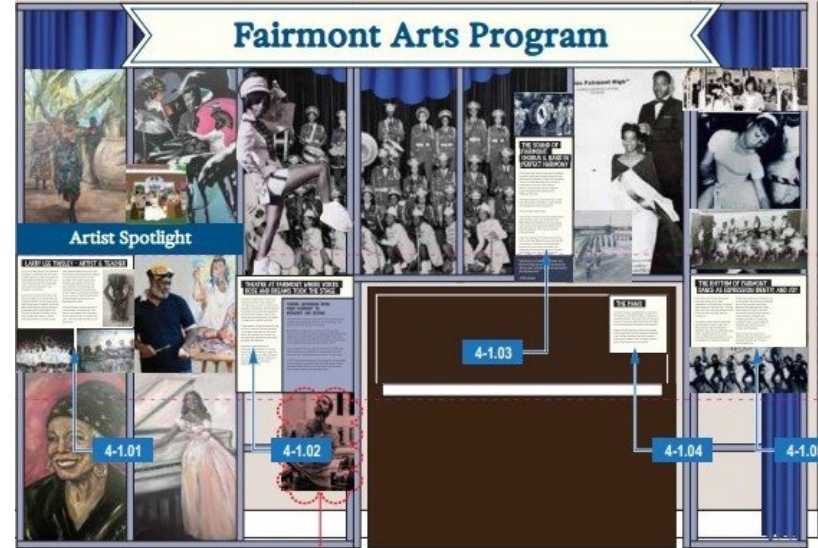
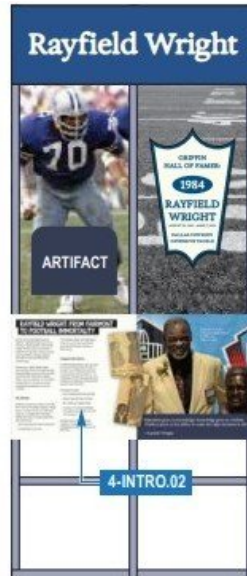
Changemakers

Griffin's NFL
Legacy

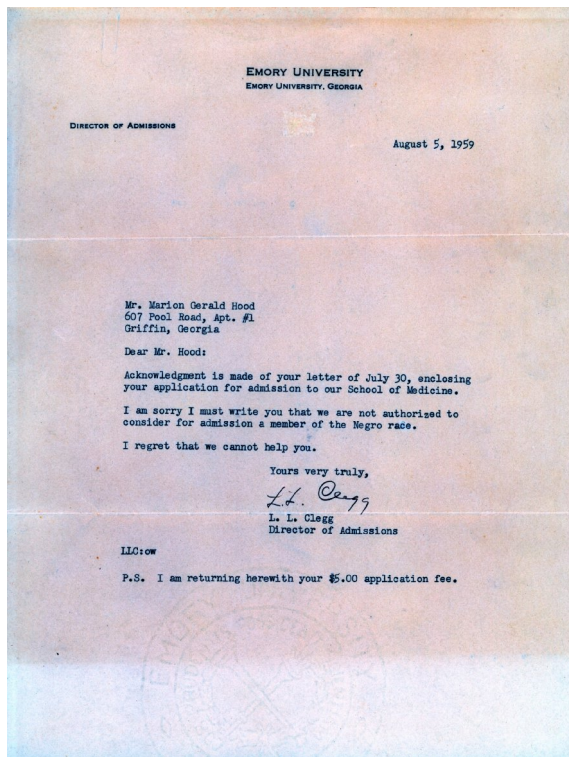
Fairmont
Athletics

Fairmont Arts

HBCUs and
Divine 9



Artifacts Gifted to the Museum





**INCREDIBLE
INSPIRING**
WWW.OURLEGACYMUSEUM.COM



Questions?