



Agenda
Board of Commissioners - Regular Meeting
March 2, 2026
6:00 PM
Room 108, Annex Building
119 E. Solomon Street
Griffin, GA 30223

I. OPENING (CALL TO ORDER)

PLEASE SILENCE YOUR CELL PHONES AND ALL OTHER ELECTRONIC DEVICES.

II. INVOCATION

1. Commissioner Gwen Flowers-Taylor to lead the Invocation

III. PLEDGE TO FLAG

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

IV. PRESENTATIONS/PROCLAMATIONS

1. Presentation of 25-year Service Award to Stephanie Phillips
2. Resolution in support of the Spalding County Water Authority request for modification of their enabling legislation.

V. CITIZEN COMMENT

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

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

VI. MINUTES

1. Consider Approval of Minutes for BoC Extraordinary Meeting on January 20, 2026, and the BoC Extraordinary Meeting on February 16, 2026.

VII. NEW BUSINESS

1. Consider Approval of the State and Local Cybersecurity Grant Program (SLCGP) Award for \$369,833
2. Consider the recommendation of the FY 2027 Fee Schedule from the Parks and Leisure Services Advisory Commission.
3. Consider a recommendation on associations from the Parks and Leisure Services Advisory Commission.
4. Consider recommendations on splash pad locations from the Parks and Leisure Services Advisory Commission.
5. Consider Approval for Change Orders for Heritage Park Gym
6. Consider Approval of the Phase 1 Results for the Storm Water Utility Implementation
7. Consider Approval to contract with Lyndsey Engineering for Phase 2 of the Storm Water Utility Implementation, including establishing a target start date for Storm Water Fee collection of January 1, 2027.
8. Consider Letter of Support to Senator Ossoff, Senator Warnock, and Representative Jack for Griffin-Spalding Regional Airport.
9. Consider Approval of 2026 TSPLOST Resurfacing Award to C.W Matthews Contracting Co Inc.

VIII. OLD BUSINESS

1. Consider a new recommendation on Motorcoach Fees from the Parks and Leisure Services Advisory Commission.
2. Approval of No Through Trucks - Permit Requirement

IX. REPORT OF COUNTY MANAGER

X. REPORT OF ASSISTANT COUNTY MANAGER

XI. REPORT OF COMMISSIONERS

XII. ADJOURNMENT



BOARD OF COMMISSIONERS - REGULAR MEETING

**Commissioner Gwen Flowers-Taylor to lead the
Invocation**

of Commissioners

Requesting Agency
Spalding County Board

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:



BOARD OF COMMISSIONERS - REGULAR MEETING

**Commissioner Ryan Bowlden to lead the Pledge to the
Flag**

of Commissioners

Requesting Agency
Spalding County Board

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:



BOARD OF COMMISSIONERS - REGULAR MEETING

**Presentation of 25-year Service Award to Stephanie
Phillips**

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:



Resolution in support of the Spalding County Water Authority request for modification of their enabling legislation.

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 Water Authority - March 2026 .pdf](#)

A RESOLUTION

SPALDING COUNTY WATER AUTHORITY SUPPORT



A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SPALDING COUNTY, GEORGIA, IN SUPPORT OF HOUSE BILL 1139 (2025–2026 REGULAR SESSION), WHICH AMENDS THE LOCAL ACT CREATING THE SPALDING COUNTY WATER AUTHORITY; AND FOR OTHER PURPOSES.

RESOLUTION NO. ____-2026

- WHEREAS** The General Assembly of Georgia created the Spalding County Water and Sewerage Facilities Authority pursuant to a local act approved April 13, 1982 (Ga. L. 1982, p. 4987), as amended, for the purpose of providing water and wastewater services for the benefit of Spalding County and its residents; and
- WHEREAS**, House Bill 1139 (HB 1139), introduced during the 2025–2026 Regular Session of the Georgia General Assembly, proposes to amend the Authority’s enabling legislation in order to modernize, clarify, and strengthen the governance, structure, and powers of the Authority; and
- WHEREAS**, HB 1139 renames the Authority as the Spalding County Water Authority, updates the short title of the enabling legislation, and affirms the Authority’s status as a public body corporate and politic; and
- WHEREAS**, HB 1139 revises the composition, appointment process, and terms of office of the Authority’s governing board, including the establishment of four-year staggered terms beginning January 1, 2027, while maintaining residency requirements and appropriate representation by the governing body of Spalding County; and
- WHEREAS**, HB 1139 updates provisions governing member compensation to provide clarity, accountability, and reasonable limits tied to compensation levels of the Spalding County Board of Commissioners; and
- WHEREAS**, HB 1139 modernizes and clarifies the Authority’s powers, definitions, and enforcement mechanisms necessary for the effective, efficient, and fiscally responsible operation of water and wastewater systems serving Spalding County; and
- WHEREAS**, the Board of Commissioners of Spalding County recognizes that safe, reliable, and financially sustainable water and wastewater services are essential to public health, environmental protection, economic development, and quality of life within the County; and
- WHEREAS**, the Board further recognizes the importance of ensuring that local enabling legislation governing critical public infrastructure remains clear, current, and responsive to local needs, and finds that HB 1139 serves those purposes;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Spalding County, Georgia, that the Board hereby expresses its support for House Bill 1139 (2025–2026 Regular Session) and the proposed amendments to the local act creating the Spalding County Water Authority; finds that the legislation serves the best interests of Spalding County by strengthening governance, accountability, and operational clarity for the Authority; respectfully requests favorable consideration and passage of HB 1139 by the Spalding County local legislative delegation and the Georgia General Assembly and approval by the Governor of Georgia upon its passage; authorizes and directs the Clerk to the Board to transmit a copy of this Resolution to the Governor, the Lieutenant Governor, the Speaker of the House of Representatives, and each member of the Spalding County legislative delegation, as well as any other officials deemed appropriate; provides that this Resolution shall become effective upon its adoption; and repeals all resolutions or parts of resolutions in conflict herewith to the extent of such conflict.

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

(SEAL)

Clay W. Davis, III
Chair, Board of Commissioners

Steve Ledbetter, PhD
Clerk



BOARD OF COMMISSIONERS - REGULAR MEETING

Consider Approval of Minutes for BoC Extraordinary Meeting on January 20, 2026, and the BoC Extraordinary Meeting on February 16, 2026.

Requesting Agency

Spalding County Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:

[01.20.2026 BoC Extraordinary Session Meeting Minutes.pdf](#)

[02.16.2026 BoC Extraordinary Session Minutes-AFTER AGENDA.pdf](#)



**Board of Commissioners
Extraordinary Meeting
January 20, 2026, 6:00 PM
Room 108, Annex Building
119 E. Solomon Street
Griffin, GA 30223**

MINUTES

The Spalding County Board of Commissioners held their Extraordinary Meeting on Tuesday, January 20, 2026, in Room 108 of the Spalding County Annex Building located at 119 E. Solomon Street, Griffin, Georgia beginning at 6:00 p.m. with Chairman Clay Davis presiding. Commissioners Gwen Flowers-Taylor, Reginald Watts and Ryan Bowlden were present at the meeting. Also, present were the County Manager, Dr. Steve Ledbetter, Deputy County Manager Erica Dye, and County Attorney, Stephanie Windham. Commissioner James Dutton attended via phone.

I. OPENING (Call to Order)

1. The meeting was called to order by Chairman Clay Davis at 6:00 pm.

II. INVOCATION

1. Commissioner Reginald Watts delivered the Invocation.

III. PLEDGE TO THE FLAG

1. Commissioner Ryan Bowlen led the Pledge to the Flag

AMENDMENT TO THE AGENDA

MOTION: Add a resolution authorizing the condemnation of fee simple property rights for the development and improvement of aviation and transportation facilities. Additionally, consider a resolution to authorize the County Manager to consult with the legislative delegation, as well as with the County Managers for Pike, Upson, and Fayette counties, to determine the willingness of all parties participate in any and all actions necessary to determine the feasibility of, and to enact legislation by the Georgia General Assembly for the purpose of splitting the Griffin Judicial Circuit to include the counties of Spalding, Pike, and Upson, and to exclude the county of Fayette which would remain as a single-county judicial circuit.

Motion/Second by Reginald Watts/Ryan Bowlden

Motion Passed: 4 – 0

Voting For: Clay Davis, Ryan Bowlden, Gwen Flowers-Taylor and Reginald Watts

IV. PRESENTATION OF FINANCIAL STATEMENTS

Assistant Finance Director, Jamie Tarleton, made the financial presentation as of December 31st. Ms. Tarleton reported that by the midpoint of FY 2026, Fire Fund revenues reached \$6.64 million with \$5.3 million in expenditures and \$6.75 million in encumbrances, while General Fund revenues totaled \$30 million against \$42 million in expenditures, reflecting a normal seasonal gap that will improve with a \$25 million January tax deposit. Tax collections make up most revenue at \$22 million, with additional income from services, permits, fines, and grants. Expenditure remains on track, led by \$19.7 million in personnel costs and including reimbursable airport acquisition expenses and new public works vehicles. The county holds \$49.1 million in assets and began December with \$22.2 million in its operating account. It was also clarified that ARPA funds were allocated by last year and must be spent by the end of this year but are not yet exhausted.

Motion/Second by Gwen Flowers-Taylor/Reginald Watts

Motion Passed: 5 - 0

Voting For: Clay Davis, Ryan Bowlden, James Dutton, Gwen Flowers-Taylor and Reginald Watts

V. PRESENTATIONS/PROCLAMATIONS

1. 2025 Presentation of Accomplishments

County Manager Steve Ledbetter spoke about the two-day retreat held by the Board of Commissioners and reviewed the accomplishments for 2025, and the priorities set for the coming year. Highlights included the successful transition to the Tyler ERP system, increased permitting activity, improved facilities and equipment across departments, strong performance in Public Safety and Public Works, and significant grant funding that supported key community projects. T-SPLOST revenues remain slightly above expectations and are on track to fund 100 miles of resurfacing by 2027.

Top priorities identified for the upcoming year:

1. Jail needs
2. Tax evaluation
3. Strengthened code enforcement
4. Transportation improvements
5. Enhanced animal control
6. Improved waste management
7. Reducing homelessness

1.1 HB 581

County Manager, Steve Ledbetter, explained the need for the Board of Commissioners to schedule three legally required public hearings related to House Bill 581, which deals with the statewide floating homestead exemption. These hearings are necessary to ensure legal compliance, transparency, and public input before deciding whether to opt in or opt out for the year.

State law requires three hearings, one held in the early evening, and they must be completed before the March 1 deadline. The hearings will allow the county to explain how changes to the exemption could impact local revenues, services, and long-term fiscal planning, especially given Spalding County's heavy reliance on property and sales tax revenue.

Staff recommended advertising and scheduling the three hearings in February. The Board agreed to move forward with setting the dates and plans to align the hearings with existing February meetings.

2. Presentation of Chief Polk of the International Association of Emergency Managers Certification (IAEM)

County Manager, Steve Ledbetter presented Chief Glenn Polk with the International Association of Emergency Management AEM certificate. Chief Polk emphasized that although the certificate bears his name, it represents a team achievement made possible by strong support from county leadership and the emergency management staff. Chief Polk also warned about potentially severe winter weather expected over the weekend, noting forecasts that range from "historic" to "catastrophic," with ice accumulations that could significantly impact infrastructure. His team is already preparing and will begin coordination meetings immediately.

3. Presentation from the Spalding County Collaborative of 2023 Tornado Funding

Pastor Katie Pash delivered the final report on the Spalding County Collaborative's long-term tornado recovery efforts. After the January 12, 2023, EF-3 tornado, multiple relief organizations responded, and City Church served as a key distribution center. The Spalding VOAD coordinated emergency aid funded by \$159,000 in early donations, followed by long-term case management and repair support from Lutheran Disaster Response, UMCOR, and the Salvation Army.

From October 2023 to December 2025, nearly \$597,000 was invested to repair or rebuild 28 homes, aided by thousands of volunteer hours valued at about \$174,000. Total assistance reached \$698,000, helping uninsured and vulnerable residents. The Community Development Block Grant program is now active and will continue offering support through 2028. Pastor Katie noted that collaboration and volunteer commitment made the recovery possible. Commissioners thanked her and the Collaborative for their multi-year service.

VI. CITIZEN COMMENTS

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

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

No speakers for Citizens Comments

VII. OLD BUSINESS

1. Considered Motor Coach Trip to Selma, Alabama scheduled for February 19, 2026

Kelly Carmichael, Director of Leisure Services informed the Board that after speaking with the Making Tracks Travel Club president, the club was forced to cancel the planned trip. Because of the short timeframe needed to finalize arrangements, they lost all their reservations and could not move forward with the event.

No action/vote taken

2. Considered Approval of Safe Streets for All (SS4A) Grant Award from the US Department of Transportation for \$300,000

Larry Wallace, Grants Manager, presented that on December 23rd, Spalding County received official notification from the U.S. Department of Transportation awarding the county \$300,000 through the Safe Streets for All grant program to develop a Comprehensive Safety Action Plan. The award was prioritized due to the county's high motor-vehicle fatality rate of 19.3 per 100,000 residents.

The grant requiring a 20% local match will fund crash data analysis, road safety audits, traffic and speed studies, pedestrian and bicycle infrastructure assessments, and extensive community engagement. The plan must be developed with public involvement and must include leadership commitment, a planning structure, policy assessment, strategy recommendations, and transparent reporting. Completion of this plan is required for the county to qualify for future federal Safe Streets funding for construction projects.

The local match will come from the General Fund under the transportation line.

Motion/Second by Gwen Flowers-Taylors/Reginald Watts

Motion Passed: 5 – 0

Voting For: Clay Davis, Ryan Bowlden, James Dutton, Gwen Flowers-Taylor and Reginald Watts

3. Considered Approval of the Traffic Incident Management Enhancement (TIME) Task Force Grant Award from the TIME Task Force for \$19,265

Larry Wallace, Grants Manager, presented that the Spalding Fire Department has been awarded the 2025 TIME Task Force Grant in the amount of \$19,265, which is 96% of the maximum award. The TIME (Traffic Incident Management Enhancement) program supports agencies that respond to traffic incidents by funding equipment and activities that improve safety and traffic control.

This competitive award was based on participation in TIME meetings, attendance at task-force events, national TIME certifications, hosting quarterly training, and demonstrating equipment needs. The grant will fund traffic-management and scene-safety equipment such as warning signage and reflective cones, which will be distributed to stations as determined by Fire Chief Byrd, Chief Polk, and Public Works Director TJ Imberger.

The application scored 90 out of 100 points, and no local match is required.

Motion/Second by Gwen Flowers-Taylors/Reginald Watts

Motion Passed: 5 – 0

Voting For: Clay Davis, Ryan Bowlden, James Dutton, Gwen Flowers-Taylor and Reginald Watts

4. Considered Approval of Community Service Block Grant (CSBG) Carryover Funding of \$105,592

Larry Wallace, Grants Manager, presented a budget amendment for the Community Service Block Grant (CSBG) to add \$16,080 in FY25 carryover funds, noting this is not new funding. The CSBG Advisory Board recommended allocating the additional \$15,000 to support summer tutorial programs through the Salvation Army and Leisure Services, the Backpack Food for Kids program, and required board training. The amended CSBG budget now totals \$211,671.81.

Motion/Second by Ryan Bowlden/Gwen Flowers-Taylors

Motion Passed: 5 – 0

Voting For: Clay Davis, Ryan Bowlden, James Dutton, Gwen Flowers-Taylor and Reginald Watts

5. Considered Approval of Georgia Department of Natural Resources – Environmental Protection Division Tire Derived Products Grant for \$160,955

Larry Wallace, Grants Manager, presented that Spalding County has been awarded \$160,955 through the Georgia Environmental Protection Division's Tire Products Grant to resurface the Wyomia Tyus Walking Trail. This reimbursement grant must be used within 24 months and is similar to last year's funding used to resurface the Sunnyside Walking Trail.

The project will remove the existing surface, repair the base, and install a new 1.5-inch bonded rubber mulch surface made from recycled tires, approximately 56,000 pounds (about 2,800 tires). The grant matches the project estimate, so no county funds are required unless bids come in higher than the amount awarded.

Motion/Second by Reginald Watts/Gwen Flowers-Taylor

Motion Passed: 5 – 0

Voting For: Clay Davis, Ryan Bowlden, James Dutton, Gwen Flowers-Taylor and Reginald Watts

6. Considered Approval for Two Georgia County Internship Program (GCIP) Grant Awards, one for \$3,260 (Our Legacy Museum) and the other for \$3,260 for Public Works Intern.

Larry Wallace, Grants Manager, presented Spalding County received two internship grants from the Association of County Commissioners of Georgia (ACCG) for summer 2026. Each grant provides \$3,000 to fund one intern, one for Public Works and one for the Legacy Museum.

Legacy Museum Internship:

Focus: Conduct 10–12 oral history interviews with African American community members involved in Griffin's civil rights movement.

Deliverables: Edited recordings, searchable transcripts, and archival metadata for digital archives.

Purpose: Capture aging community members' histories while there is still time.

Public Works Internship:

Focus: Perform a software asset management audit across county departments.

Tasks: Inventory software systems, assess usage, identify unused features, analyze data, and develop training materials.

Commissioner Flowers-Taylor questioned whether the scope is too advanced for a bachelor-level intern. She also expressed concern about the technical difficulties for this role. Staff noted that ACCG typically recruits qualified college or master's-level students and may already have interested candidates.

Commissioner Dutton emphasized the value of providing real-world experience for students and exposing young people to county government.

Motion/Second by Gwen Flowers-Taylors/James Dutton

Motion Passed: 5 – 0

Voting For: Clay Davis, Ryan Bowlden, James Dutton, Gwen Flowers-Taylor and Reginald Watts

7. Considered Approval of Sapelo Road Closure for Demolition of Existing Structures for Griffin-Spalding County Airport in the amount of \$71,075

Madsion Teague, with Croy Engineering requested approval to close Sapelo Road as part of safety improvements associated with the Griffin-Spalding County Airport. The area has experienced significant issues, including urban camping, multiple fires requiring EMS Response, and extensive illegal dumping, creating ongoing safety hazards.

The proposed closure falls within airport property boundaries and will be executed under the existing demolition and hazardous materials abatement contract. The original estimated cost was \$71,075, but the updated request is \$35,537.25, reflecting a 50/50 cost split with the City of Griffin.

Planned Actions:

Demolish existing structures along Sapelo Road.

Install jersey barriers and road-closure signage to prevent entry.

Grade the area and add gravel to provide turnaround space for emergency vehicles.

Coordinate with EMS to ensure continued emergency access.

Commissioner Bowlden noted that closing and demolishing structures upfront helps avoid vagrancy and dumping issues that occurred in past projects, such as on Banks Road.

Motion/Second by Gwen Flowers-Taylors/Reginald Watts

Motion Passed: 5 – 0

Voting For: Clay Davis, Ryan Bowlden, James Dutton, Gwen Flowers-Taylor and Reginald Watts

8. Considered appointment of a Voting Delegate to the ACCG Legislative Leadership Conference

Chairman Clay Davis stated he has been serving in this role and is willing to continue if the board agrees.

Motion/Second by Gwen Flowers-Taylors/Reginald Watts

Motion Passed: 5 – 0

Voting For: Clay Davis, Ryan Bowlden, James Dutton, Gwen Flowers-Taylor and Reginald Watts

9. Considered Approval of 2nd Reading of No Through Trucks Ordinance

County Manager, Steve Ledbetter and County Attorney, Stephanie Windham presented the second reading of the No Through Truck Ordinance. Commissioners noted the ordinance has been workshopped extensively and revised multiple times. A motion and second were made to approve the second reading.

During discussion, concerns were raised about home-based businesses where individuals drive tractor-only units of tractor-trailers to and from their residences, potentially exceeding weight limits on county roads. The Commissioners questioned how to regulate this without undermining the ordinance's intent.

Additional challenges were identified, such as companies that allow employees to take tractor units home as part of their employment benefits. The Commissioners agreed further work may be needed to clarify how these situations should be handled within business licensing or other regulatory frameworks.

Motion/Second by Gwen Flowers-Taylor/Ryan Bowlden.

Motion Passed: 5 – 0

Voting For: Clay Davis, Ryan Bowlden, James Dutton, Gwen Flowers-Taylor and Reginald Watts

10. Discussed revisions to the standards and process for amplification permits not part of approved event centers.

David Allen, Director of Community Development, presented ideas for revising how the county handles noise-related permits for events that are not approved event centers. The current "amplified sound permit" system is too narrow; loud noise often comes from crowds, vehicles, and other non-amplified sources, not just microphones.

Many small private events (birthday parties, gatherings) currently come before the board even though they may not need government oversight.

Georgia does not have a residential noise law, so without a local ordinance, the sheriff's office cannot enforce sound complaints. Private family gatherings would not require permits but would still fall under general laws for disorderly conduct or disturbing the peace.

Director Allen encouraged the board to shift from "amplified sound permits" to public event permits focused on: Events open to the general public, events advertised publicly or charging admission and events hosting larger crowds.

Commissioner Flowers-Taylor raised issues about subjective noise evaluation, especially without objective measurement standards. She also voiced concerns about residential parties causing loud disturbances, events without amplification still being excessively loud

and car stereos, large gatherings, and overnight noise problems. She noted that complaints often arise from regular homeowners in neighborhoods, not large public events. Commissioner Flowers-Taylor and Chairman Davis requested a workshop for this new ordinance later.

No action/vote taken

11. Considered contract for demolition of 117 East Solomon Street by Anderson Environmental Inc.

County Manager Steve Ledbetter asked the board to approve a contract with Anderson Environmental for the removal of the property at 117 East, noting a proposed amount of \$397,000.

Motion/Second by Gwen Flowers-Taylors/Reginald Watts

Motion Passed: 5 – 0

Voting For: Clay Davis, Ryan Bowlden, James Dutton, Gwen Flowers-Taylor and Reginald Watts

12. New Agenda Item #12 Considered a Resolution Authorizing the Condemnation of Fee Simple Property Rights

County Attorney Stephanie Windham presented a resolution to authorize condemnation of fee simple property rights needed for the development and improvement of aviation and transportation facilities tied to the Griffin-Spalding Airport Authority. This is described as the final condemnation for the project. The property, owned by Kenneth Belcher, includes a 10.33-acre acquisition tract and a 9.57-acre uneconomic remnant. The resolution authorizes initiation of condemnation proceedings for both tracts.

Motion/Second by Gwen Flowers-Taylors/Reginald Watts

Motion Passed: 5 – 0

Voting For: Clay Davis, Ryan Bowlden, James Dutton, Gwen Flowers-Taylor and Reginald Watts

13. New Agenda Item #12- Considered a Resolution to Authorize the County Manager to Consult with Legislative Delegation of Splitting the Griffin Judicial Circuit to include Spalding, Pike and Upson to exclude Fayette.

County Attorney Stephanie Windham discussed a resolution authorizing the County Manager to meet with the legislative delegation and with the county managers of Pike, Upson, and Fayette counties to evaluate the feasibility of splitting the Griffin Judicial Circuit. The possible change would create a circuit made up of Spalding, Pike, and Upson, while Fayette County would operate as its own single-county circuit.

This action does not approve the split; it only begins the process of gathering input, gauging willingness, and determining what legislation would be needed. A motion to proceed with this study was made, seconded, and passed unanimously. The resolution will be forwarded to the legislative delegation, granting them and the County Manager the authority to engage in these discussions.

Motion/Second by Gwen Flowers-Taylors/James Dutton

Motion Passed: 5 – 0

Voting For: Clay Davis, Ryan Bowlden, James Dutton, Gwen Flowers-Taylor and Reginald Watts

VIII. REPORT OF THE COUNTY MANAGER

During the County Manager’s report, Steve Ledbetter stated that he had already covered most updates earlier in the meeting and would let those stand. He emphasized one key message for the community: be weather aware for the upcoming weekend. Based on information from the National Weather Service and guidance from the Fire Chief and EMA team, the county is expecting a potentially severe weather event that could be as bad or worse than last year’s ice storm. He urged residents to plan and prepare accordingly. He concluded by noting he had no further updates.

IX. REPORT OF THE ASSISTANT COUNTY MANAGER

Ms. Dye reminded everyone that the county is in the early stages of preparing the FY27 budget. Citizens who wish to attend the public budget hearings can request the dates. Two public hearings will be held, one in March and another in May.

XI. REPORT OF COMMISSONERS

Commissioner Reginald Watts (District 3): thanked everyone who attended and participated in the MLK parade, noting it was a great event. He shared that he used the occasion for personal reflection and encouraged the community to do the same by asking, “How can you be a better you? Emphasizing that personal growth helps strengthen the community. He also said he enjoyed the recent retreat and the time spent bonding with colleagues. He closed by reminding everyone to stay safe during the upcoming weather.

Commissioner Ryan Bowlden (District 4): No comments

Commissioner Gwen Flowers-Taylor (District 1): No comments

Vice-Chair Commissioner James Dutton (District 2): praised the disaster recovery points, noting they were very helpful, even though some elements weren’t fully in place or finished. He emphasized efforts to do the right thing for the community, commending the strong response and support from fellow citizens. He expressed support to move

forward/approve next steps now. I. Looking ahead, they urged stronger planning, so the county doesn't lose out as it has in past years and avoids repeating the same issues. He called for broader participation and collaboration, hoping others will join in these efforts.

Commission Chair Clay Davis (District 5): Expressed positive feedback about the MLK parade, noting strong community turnout despite the cold weather. Participants including those in short-sleeve uniforms and the grand marshal riding in a convertible braved the chilly conditions, and the crowd, especially the children, was enthusiastic.

They also emphasized the importance of preparing for the anticipated severe weather, encouraging residents to think ahead about potential power outages, locating emergency supplies, and planning how to get help if needed. He thanked the board for a productive retreat, noting that it produced meaningful goals for the county. Staff are now working on action plans to support those goals. Lastly, they reminded the public that a SPLOST renewal is expected in November. This will not be a new tax but a continuation of the existing one, and administrative coordination with the City of Griffin and Orchard Hill will be required to outline specific project uses.

XII. EXECUTIVE SESSION

No Executive Session

XIII. ADJOURNMENT

Motion to Adjourn 8:02pm

Gwen Flowers-Taylor / Reginald Watts

Motion Passed: 5 – 0

Voting For: Clay Davis, Ryan Bowlden, James Dutton, Gwen Flowers-Taylor, Reginald Watts



**Board of Commissioners
Extraordinary Meeting
February 16, 2026, 6:00 PM
Room 108, Annex Building
119 E. Solomon Street
Griffin, GA 30223**

AFTER AGENDA

The Spalding County Board of Commissioners held their Extraordinary Meeting on Monday, January 20, 2026, in Room 108 of the Spalding County Annex Building located at 119 E. Solomon Street, Griffin, Georgia beginning at 6:00 p.m. with Vice-Chair James Dutton presiding. Commissioners Gwen Flowers-Taylor, Reginald Watts and Ryan Bowlden were present at the meeting. Also, present were the County Manager, Dr. Steve Ledbetter, Deputy County Manager Erica Dye, and County Attorney, Stephanie Windham. Chairman Clay Davis was not in attendance.

I. OPENING (Call to Order)

1. The meeting was called to order by Vice Chair James Dutton at 6:00 pm.

II. INVOCATION

1. Commissioner Reginald Watts delivered the Invocation.

III. PLEDGE TO THE FLAG

1. Commissioner Ryan Bowlden led the Pledge to the Flag

AMENDMENT TO THE AGENDA

MOTION: To amend the agenda to add real estate to the Executive session already on the agenda.

Motion/Second by Ryan Bowlden\Reginald Watts

Motion Passed: 4 – 0

Voting For: James Dutton, Ryan Bowlden, Gwen Flowers-Taylor and Reginald Watts

IV. PRESENTATION OF FINANCIAL STATEMENTS

Assistant Finance Director, Jamie Tarleton, gave the January 2026 financial update, noting that the county is 58% through the fiscal year. The fire fund remains stable with \$11.18 million in revenue and \$12.74 million in expenditures and encumbrances, largely due to

planned fire truck purchases. General fund revenues total \$58.7 million and now exceed expenditures of \$54 million following seasonal property tax collections. Tax revenue remains the primary source at \$48 million, with other revenue categories performing as expected. Expenditures aligned with budget projections, with personnel, contractual services, and planned capital outlays making up the largest portions; airport acquisition costs of \$3.1 million are expected to be reimbursed. The county opened January with \$46.7 million in its operating account and holds \$76.5 million in total assets. Overall, the county remains in a strong financial position for the second half of FY26.

Motion/Second by Ryan Bowlden/Reginald Watts

Motion Passed: 4 - 0

Voting For: Ryan Bowlden, James Dutton, Gwen Flowers-Taylor and Reginald Watts

V. PRESENTATIONS/PROCLAMATIONS

1. Presentation of Proclamation for Black History Month

Commissioner Gwen Flowers-Taylor read a proclamation recognizing February 2026 as Black History Month in Spalding County. The proclamation honored the history and contributions of African Americans and highlighted notable local figures in athletics, aviation, the arts, medicine, public service, civil rights, and community leadership. It encouraged citizens to continue working toward justice and inclusion and to observe the month through programs and activities that celebrate Black history and culture. The proclamation was issued by the Spalding County Board of Commissioners on February 17, 2026.

VI. CITIZEN COMMENTS

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

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

Speakers:

1. Patsy Kingsley at 204 Hillandale Drive, Griffin, GA- expressed sadness and frustration that negative social-media perceptions of the animal shelter may be discouraging adoptions, urging compassion and prayer so animals and potential adopters are not lost because of damaging reputational effects.

2. Cynthia Padgett at 406 Vineyard Road, Griffin, GA- thanked the county for the clean-up of the trash at the old Dundee Mill site but noted that small debris remains and still needs attention.

3. Michael Renew of 500 Aerodrome Way, Griffin, GA- stated that the animal shelter director has faced ongoing harassment and targeted attacks from a small group of individuals, urged the county to ensure a safe work environment, and criticized the lack of action to protect her from disruptive behavior occurring both online and at the shelter.

VII. MINUTES

1. Consider Approval of Minutes for the BoC January 5, 2026, Regular Meeting and the BoC Retreat January 14, 2026, Minutes, and the BoC February 2, 2026, Workshop minutes and the BoC February 2, 206 Regular Meeting.

Motion/Second by Ryan Bowlden/Reginald Watts

Motion Passed: 4 – 0

Voting For: Ryan Bowlden, James Dutton, Gwen Flowers-Taylor and Reginald Watts

VIII. NEW BUSINESS

Consideration of Appointment for Records Officer

County Manger, Steve Ledbetter and County Attorney, Stephanie Windham reviewed the county ordinance with the board of commissioners on records management, after extensive clarification on duties, reporting structure, and compliance requirements, voted to appoint the county manager as the Records Management Officer and Christina Burden as the Deputy Records Management Officer, formally aligning roles with existing responsibilities and bringing the county into compliance with best practices.

Motion/Second by Reginald Watts/Reginald Watts to appoint the County Manager, Steve Ledbetter as Records Management Officer

Motion passed: 3-1 (against Flowers-Taylor)

Voting For: Ryan Bowlden, James Dutton, Gwen Flowers-Taylor and Reginald Watts

Reginald Watts/Ryan Bowlden at Time Entered: 7:08 pm.

Motion Passed: 4 – 0

Voting For: Ryan Bowlden, James Dutton, Gwen Flowers-Taylor, Reginald Watts

Motion to Close Executive Session

IX. REPORT FROM THE COUNTY MANAGER

Dr. Steve Ledbetter reported that all necessary information had been gathered to register commissioners for the spring ACCG conference, thanked the board for providing their details, and stated that registration would begin as soon as it opened on Wednesday morning, after which he had no further updates.

X. REPORT FROM THE ASSISTANT COUNTY MANAGER

Ms. Dye reported that the auditors, Mauldin & Jenkins, had issued a clean, unmodified opinion on Spalding County's 2025 financial statements, confirming they were fairly presented in accordance with GAAP. It was also noted that the auditor would present the annual report at one of the March meetings.

XI. REPORT FROM THE COMMISSIONERS

Commissioner Reginald Watts (District 3):

- Expressed his appreciation for the Black Heritage Festival.
- Appointed Renee Pope for the Naming Committee.

Commissioner Ryan Bowlden (District 4):

- Thanked Ms. Kinglsey for the kind words for Animal Control. He stated that Facebook posts showed camera footage from inside animal control and emphasized that the individual responsible should be warned for criminal trespass, noting that such actions disrupt shelter operations and compromise inmate safety.

Commissioner Gwen Flowers-Taylor (District 1):

- Expressed appreciation for the 10th year of the Black Heritage Festival.
- Appointed Daa'ood Ahmin to the Naming Committee.

Vice-Chair Commissioner James Dutton (District 2):

- Warned that escalating harassment toward animal control staff has moved beyond online criticism into disruptive and unsafe in-person behavior, emphasized the shelter's strong performance and state inspections.
- Clarified the board's intent regarding water-recapture requirements for data centers. He emphasized his intent in the motion, and he believed that the Board of Commissioners wanted to ensure that the proposed cooling system for the proposed data center was designed and operated in a manner that fully protects the County's water resources through a comprehensive, multi-layer safety

approach. Under this design, utility water could be used solely to cool air, and that cooled air is used to support a sealed and isolated closed-loop system located within the data hall sections of the buildings. These data hall areas are fully isolated and contain no floor drains. The closed-loop system is air-cooled rather than water-cooled and operates using a 25 percent propylene glycol solution, with multiple protective safeguards in place. There is no contact or interaction between the utility water system and the closed-loop system, ensuring complete system separation. The glycol solution is fully contained within sealed data hall areas that are physically separated from other building spaces. Additionally, the absence of drains in both data halls and maintenance work areas eliminates any potential pathway for wastewater or sewer discharge. Leak detection sensors are installed to provide immediate alerts in the event of any system breach, and all fluid removal and disposal is performed exclusively by licensed professional contractors. Collectively, these measures reflect the Board's clear intent that system isolation, containment, monitoring, and proper disposal are required to safeguard the County's water resources.

- Finally, he discussed the value of out-of-county trips that bring resources to Spalding County and sought board consensus to send a delegation to Salt Lake City to pursue potential partnerships and assistance for local needs.

XII. EXECUTIVE SESSION

Under the Georgia Open Meetings Act (O.C.G.A. § 50-14-3), a governing body may enter executive session for specific reasons, including “discussion of security plans, procedures, or devices used to protect public property or public buildings against acts of violence or unauthorized access” or other legal counsel, to discuss or deliberate on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee, as authorized under O.C.G.A. § 50-14-3(b)(2).

Motion to Enter Executive Session

Gwen Flowers-Taylor/Reginald Watts

Time Closed: 7:40pm

Motion Passed: 4 - 0

Voting For: Ryan Bowlden, James Dutton, Gwen Flowers-Taylor, Reginald Watts

Motion to approve the remand order after Executive Session

Motion/Second by Gwen Flowers-Taylor/Reginald Watts

Motion passed: 4-0

Voting For: Ryan Bowlden, James Dutton, Gwen Flowers-Taylor and Reginald Watts

XII. ADJOURNMENT

Motion to Adjourn 7:40pm

Gwen Flowers-Taylor / Reginald Watts

Motion Passed: 4 – 0

Voting For: Ryan Bowlden, James Dutton, Gwen Flowers-Taylor, Reginald Watts



**Consider Approval of the State and Local Cybersecurity Grant Program
(SLCGP) Award for \$369,833**

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:

[SLCGP Agreement Template 022026.pdf](#)



**GRANT AGREEMENT
FOR
FISCAL YEAR 2023
STATE AND LOCAL CYBERSECURITY GRANT PROGRAM
BETWEEN
THE GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY
AND**

GRANT NO:

GRANT TERMS AND CONDITIONS

The United States Department of Homeland Security's ("DHS") Federal Fiscal Year ("FY") 2023 State and Local Cybersecurity Grant Program ("SLCGP") assists state, local, and territorial ("SLT") governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide to their communities.

This Grant Agreement ("Agreement") is made and entered into by and between the Georgia Emergency Management and Homeland Security Agency ("GEMA/HS"), an agency of the State of Georgia ("State"), and _____ ("Subrecipient"). GEMA/HS and the Subrecipient are sometimes referred to herein individually as a "Party" or collectively, the "Parties".

For the purposes of this Agreement, GEMA/HS serves as the pass-through entity for a Federal award, and the Subrecipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Subrecipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the passthrough entity."

THEREFORE, DIVISION AND SUBRECIPIENT AGREE TO THE FOLLOWING:

I. PERIOD OF PERFORMANCE.

The Parties hereby agree as follows: This Agreement shall become effective on the Projected

Start Date and shall continue through the Projected End Date listed below.

Projected Period of Performance Start Date(s): _____

Projected Period of Performance End Date(s): _____

No modifications to the Budget Cost Lines can be made after the termination date, _____, or when all funds have been used.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as the Recipient, has awarded the amount of _____ to _____ as the Subrecipient, in accordance with the Fiscal Year 2023 State and Local Cybersecurity Grant Program. Subrecipient shall meet a 20% cost share requirement in the amount of _____.

SLCGP Grant funding may not commence until this Agreement is effective. The Subrecipient agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Extensions are at the discretion of GEMA/HS and will only be granted for cause when requested in EM Grants Manager before the end date of this Agreement. Extensions should be requested 30 days before the end of this agreement, but no longer than 30 days after the end date.

DHS/FEMA HAS RESERVED THE RIGHT TO CHANGE THE FY23 SLCGP GRANT; INCLUDING SHORTENING THE PERFORMANCE PERIOD AND/OR GRANT END DATE. ANY CHANGE IN THE GRANT AND/OR PERFORMANCE PERIOD OF THE FY23 SLCGP AWARD WILL BE PASSED THROUGH TO THE SUBRECIPIENT BY GEMA/HS.

II. STANDARD OF PERFORMANCE.

The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions, and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the SLCGP Investment Justification Worksheet and the approved Budget Detail Worksheet(s). Any modifications to the approved Budget Detail Worksheet(s) must be requested in writing by the Subrecipient and must be approved by the Program Manager prior to the execution of that modification.

Subrecipient shall perform all activities as approved by GEMA/HS. Any change to a project shall receive prior written approval by GEMA/HS and, if required, by FEMA or other awarding agency. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Agreement, including but not limited to the following Exhibits and Attachments:

A. Exhibits:

1. SLCGP Goals and Objectives

B. Attachments:

1. Attachment A: Standard Assurances:

(Attachment A1) Standard Form 424B (Non-Construction) or
(Attachment A2) Standard Form 424D (Construction), as applicable

(COMPLETE, SIGN, AND RETURN WITH AGREEMENT)

2. Attachment B: FY 2023 State and Local Cybersecurity Grant Program Agreement Articles;

3. Attachment C: FY 2023 State and Local Cybersecurity Grant Program Amendment Letter;

4. Attachment D: Federal Terms and Conditions;

5. Attachment E: Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements;

(COMPLETE, SIGN, AND RETURN WITH AGREEMENT)

6. Attachment F: DHS Fiscal Year 2023 State and Local Cybersecurity Grant Program Notice of Funding Opportunity,

7. Attachment G: SLCGP Investment Justification Worksheet; and

8. Attachment H: Approved Budget Detail Worksheet(s).

III. FUNDING OBLIGATIONS.

GEMA/HS shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.

A. Notwithstanding any other provision of this Agreement, the total of all payments and other obligations incurred by GEMA/HS under this Agreement shall not exceed the total cumulative award amounts listed on the Subawards (projects and subsequent versions).

B. Subrecipient shall contribute the match funds listed on the subaward.

C. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2023 SLCGP DHS/FEMA NOFO (Attachment H),

and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.

- D. The Subrecipient understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2023 SLCGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre- approved by GEMA/HS.
- E. Federal funds under this grant program are provided through reimbursement of all eligible expenditures. The Subrecipient shall follow procurement standards as stated in federal and state laws and regulations.
- F. The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.
- G. No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.
- H. **Non-Supplanting Requirement.** The Subrecipient agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non- federal resources occurred for reasons other than the receipt or expected receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purposes.
- I. **Prior Approval for Modification of Approved Budget.** Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.
 - 1. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

2. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.
 3. Subrecipient must report any deviations from FEMA-approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
- J.** After all approved items on the approved Budget Detail Worksheet(s) have been reimbursed to the Subrecipient; this Subrecipient Agreement shall be terminated. Any remaining funds shall be forfeited by the Subrecipient.
- K.** The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA and the Cybersecurity and Infrastructure Security Agency (“CISA”) of the award budget. Post-award documents uploaded into Non-Disaster Grants Management System (“ND Grants”) for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA and CISA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

IV. UNIFORM ADMINISTRATIVE REQUIREMENTS.

- A.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Agreement through compliance with the most recent version of all applicable federal and state laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every project]:
1. Public Law 93-288, as amended (Stafford Act);
 2. 44 C.F.R., Emergency Management and Assistance;
 3. Disaster Mitigation Act of 2000;
 4. OMB Regulations 2 C.F.R., Grant and Agreements;
 5. Executive Order 11988, Floodplain Management
 6. Executive Order 11990, Protection of Wetlands

7. Executive Order 12372, Intergovernmental Review of Programs and Activities
8. Executive Order 12549, Debarment and Suspension
9. Executive Order 12612, Federalism
10. Executive Order 12699, Seismic Design
11. Executive Order 12898, Environmental Justice
12. Coastal Barrier Resources Act, Public Law 97-348
13. Single Audit Act, Public Law 98-502
14. Sandy Recovery Improvement Act publications
15. Disaster Recovery Reform Act of 2018 16 U.S.C. § 470, National Historic Preservation Act
16. 16 U.S.C. § 1531, Endangered Species Act References
17. FEMA program publications, guidance, and policies
18. 2 CFR Part 200, Subpart E, Cost Principles for Non-Profit Organizations
19. 2 CFR Part 200, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

B. Unique Entity Identifier (“UEI”). Effective April 4, 2022, the Federal Government transitioned from using the Data Universal Numbering System or DUNS number, to a new, non-proprietary identifier known as a Unique Entity Identifier or UEI. For entities that had an active registration in the System for Award Management (SAM) prior to this date, the UEI has automatically been assigned and no action is necessary. For all entities filing a new registration in SAM.gov on or after April 4, 2022, the UEI will be assigned to that entity as part of the SAM.gov registration process. UEI registration information is available on GSA.gov at <https://www.gsa.gov/about-us/organization/federal-acquisitionservice/office-of-systems-management/integrated-award-environment-iae/iae-systems-information-kit/unique-entityidentifier-update>.

C. Accounting System. The Subrecipient agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and

report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.

- D. The Subrecipient Agency shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

V. PURCHASING.

- A. **Purchasing.** Subrecipient must follow federal, state, and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined in the Budget Cost Lines (Attachment G) and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at: <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>.
- B. **Payment Request Forms.** Payments to the Subrecipients will be made only upon presentation of the approved Payment Request. Reimbursements from invoices and applicable proof of payment (or other justifying documentation) will only be made for eligible equipment, materials, expenses, and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request.
- C. **Allowable Costs.** Funds must be spent in compliance with applicable rules and regulations noted in the FY 2023 SLCGP DHS/FEMA NOFO. All costs charged to awards covered by this FY 2023 SLCGP DHS/FEMA NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the FY 2023 SLCGP DHS/FEMA NOFO or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. See 2 C.F.R. § 200.403(h) (referring to budget periods, which for DHS awards under this program is the same as the period of performance).
1. **General Allowable Costs.** Subrecipients can use SLCGP grant funds for:
- i. Developing the Cybersecurity Plan;
 - ii. Implementing or revising the Cybersecurity Plan;

- iii. Paying expenses directly relating to the administration of the grant, which cannot exceed 5% of the amount of the grant award;
 - iv. Assisting with allowed activities that address imminent cybersecurity threats confirmed by DHS; and
 - v. Other appropriate activities as noted in the FY 2023 SLCGP DHS/FEMA NOFO.
2. **Planning.** SLCGP funds may be used for a range of planning activities, such as those associated with the development, review, and revision of the holistic, entity-wide cybersecurity plan and other planning activities that support the program goals and objectives and Cybersecurity Planning Committee requirements.
3. **Organization.** Organization costs are allowable under this program. States must justify proposed expenditures of SLCGP funds to support organization activities within their IJ submission. Organizational activities include:
- i. Organizational activities include:
 - a) Program management;
 - b) Development of whole community partnerships that support the Cybersecurity Planning Committee;
 - c) Structures and mechanisms for information sharing between the public and private sector; and
 - d) Operational support.
 - ii. Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable SLCGP planning, organization, training, exercise, and equipment activities. Personnel expenses may include, but are not limited to training and exercise coordinators, program managers and planners, and cybersecurity navigators. The grant recipient must demonstrate that the personnel will be sustainable.
4. **Equipment.** Funding may be used to address cybersecurity risks and cybersecurity threats to information systems owned or operated by, or on behalf of, state and local governments. Subrecipients may spend their portion of the funds on ransomware protections, data backups, basic cybersecurity protections, risk management frameworks. Subrecipient should limit purchases to the equipment referenced in the FY 2023 SLCGP DHS/FEMA NOFO and the Authorized Equipment List (“AEL”).

- i. Software and software licenses are authorized expenditures under SLCGP. Software can be included in the “equipment” cost category of the project budget under the appropriate AEL number. Software licenses would generally be covered under the same AEL as the software.
 - ii. There are currently 21 different sections of the AEL, including information technology (section 4) and cybersecurity equipment (section 5). Each AEL section includes numerous categories and subcategories. SLCGP applicants should search all AEL sections, categories, and subcategories on the FEMA AEL website to find the appropriate AEL. For example, the AEL for SAAS (software as a service) is 04AP-11-SAAS - Applications, Software as a Service.
 - iii. Personnel must be properly trained to use the equipment purchased under this grant program in accordance with all applicable federal, state, and local laws including, but not limited to regulations established by the Environmental Protection Agency (“EPA”), the Occupational Safety and Health Administration (“OSHA”), and the National Fire Protection Association (“NFPA”). By signing and submitting grant acceptance documents, the authorized official certifies employees have received or will receive required training prior to utilizing equipment purchased with FEMA funding.
 - iv. Subrecipient is responsible for replacing or repairing equipment that is lost, stolen, damaged, or destroyed as a result of Subrecipient’s willful or negligent action. Property losses should be reported to GEMA/HS immediately.
5. Additionally, recipients that are using SLCGP funds to support emergency communications equipment activities must comply with the SAFECOM Guidance on Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications. You can access the Fiscal Year 2023 SAFECOM Guidance on Emergency Communications Grants at the following link: https://www.cisa.gov/sites/default/files/2023-04/fy23_safecom_guidance.pdf
6. **Maintenance and Sustainment.** Funding may be used for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees as described in DHS/FEMA Policy FP 205-402-125-1, available at <http://www.fema.gov/media-library/assets/documents/32474>.
7. **Training.** Subrecipients may use SLCGP funds to attend training courses, exercises, and programs in the United States.

- i. Allowable training-related costs under SLCGP include the establishment, support, conduct, and attendance of training and/or in conjunction with training by other federal agencies. Training conducted using SLCGP funds should align with the eligible entity's Cybersecurity Plan, address a performance gap identified through assessments, and contribute to building a capability that will be evaluated through a formal exercise.
- ii. Any training or training gaps, including training related to underserved communities that may be more impacted by disasters, including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations, should be identified in an assessment and addressed in the eligible entity's training cycle.
- iii. Subrecipients are encouraged to utilize FEMA's National Preparedness Course Catalog. Training includes programs or courses developed for and delivered by institutions and organizations funded by FEMA. This consists of the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI), and FEMA's Training Partner Programs, including the Continuing Training Grants (CTG), the National Domestic Preparedness Consortium (NDPC), the Rural Domestic Preparedness Consortium (RDPC), and other partners. The catalog features a wide range of course topics in multiple delivery modes to meet FEMA's mission scope and the increasing training needs of federal, state, local, territorial, and tribal audiences. The catalog can be accessed at <http://www.firstrespondertraining.gov>.
- iv. Proposed attendance at training courses and all associated costs leveraging the FY 2023 SLCGP must be included in the Subrecipient's Investment Justification. Proposed attendance at training and all associated costs using SLCGP must be included in the Subrecipient's Investment Justification.
- v. Some training activities require Environmental and Historic Preservation Review, including exercises, drills, or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Additional information on training requirements and EHP review can be found online at <https://www.fema.gov/media-library/assets/documents/90195>.

8. Exercises.

- i. Exercise costs are allowable under this program. Exercises conducted with grant funding should be managed and run consistent with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP guidance for exercise design, development, conduct, evaluation, and improvement planning is at <https://www.fema.gov/emergency-managers/nationalpreparedness/exercises/hseep>.
- ii. Any exercise conducted with SLCGP grant funds must comply with the Nation Incident Management System (“NIMS”) requirements. These requirements can be found at <https://www.fema.gov/sites/default/files/2020-04/Homeland-Security-Exercise-and-Evaluation-Program-Doctrine-2020-Revision-2-2-25.pdf>. Exercise documentation, including but not limited to objectives, after-action reports, and participants, must be coordinated with and submitted to the GEMA/HS.

9. Management and Administration (“M&A”).

- i. Subrecipients that receive an award under this program may use and expend up to five percent (5%) of their FY 2023 SLCGP funds for M&A purposes.
- ii. M&A costs are for activities directly related to the management and administration of the award, such as financial management and monitoring, submitting required programmatic and financial reports, establishing, and maintaining equipment inventory.

10. Indirect (Facilities & Administrative (F&A)) Costs. Indirect costs are allowable under this program as described in 2 C.F.R. § 200.414. With the exception of subrecipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f). Subrecipients must have an approved indirect cost rate agreement with their cognizant federal agency to charge indirect costs to this award.

11. Construction and Renovation. Any Subrecipient project that involves construction and renovation cost must contact GEMA/HS prior to submission. All Subrecipients must request and receive approval from DHS/FEMA before any funds are used for construction or renovation.

12. The Subrecipient understands and agrees that compensation for individual consultant services is to be reasonable and consistent and should represent fair market value for services. Time and effort reports for consultant

services are required, and competitive bidding is encouraged, as explained in 2 C.F.R. § 200.317-326.

D. Unallowable Costs. The following projects and costs are considered **ineligible** for award consideration:

1. Initiatives that duplicate capabilities being provided by the Federal Government;
2. Reimbursement of pre-award security expenses;
3. To supplant state or local funds; however, this shall not be construed to prohibit the use of funds from a grant under this FY 2023 SLCGP DHS/FEMA NOFO for otherwise permissible uses on the basis that the Subrecipient has previously used SLT funds to support the same or similar uses;
4. For any recipient cost-sharing contribution;
5. Payment of a ransom from cyberattacks; spyware; construction; renovation;
6. For recreational or social purposes, or for any purpose that does not address cybersecurity risks or cybersecurity threats on SLT information systems;
7. Lobbying or intervention in federal regulatory or adjudicatory proceedings;
8. Suing the federal government or any other government entity;
9. Paying for cybersecurity insurance;
10. Acquiring land or to construct, remodel, or perform alternations of buildings or other physical facilities; or
11. For any purpose that does not address cybersecurity risks or cybersecurity threats on information systems owned or operated by, or on behalf of, the eligible entity that receives the grant or a local government within the jurisdiction of the eligible entity.

VI. GENERAL PROHIBITIONS

- A. Use of Funds.** DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.

- B. Federal Employee Prohibition.** Federal employees are prohibited directly benefiting from any funds under this Agreement.
- C.** The employment of unauthorized aliens by the Subrecipient is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.

VII. MODIFICATIONS

The Subrecipient understands and agrees that, in addition to the provisions in the “Termination” section below, GEMA/HS shall have the right to make unilateral changes, cancel, or terminate this agreement in the event that FEMA and/or DHS makes changes to the FY23 SLCGP grant awarded to GEMA/HS. With the exception of termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

VIII. SUSPENSION

In the event Subrecipient fails to comply with any term of this Grant, GEMA/HS may, upon written notification to Subrecipient, suspend this Agreement, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant’s funds.

IX. TERMINATION

- A.** Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for the failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
- B.** Notwithstanding and without waiving any other remedies available for the Subrecipient’s failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege, and option to immediately terminate this Agreement. Failure to exercise the right of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right,

privilege, and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any SLCGP grant-funded equipment purchased under this agreement to GEMA/HS or whomever GEMA/HS shall designate, without cost, as directed by GEMA/HS.

- C. GEMA/HS may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under O.C.G.A. Section 50-18-70 et seq.
- D. GEMA/HS may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar days prior written notice.
- E. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event, the sum of all obligations of GEMA/HS incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.
- F. In the event this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of the Agreement after the Subrecipient has received the notification of termination.
- G. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient shall not be relieved of liability to GEMA/HS because of any breach of Agreement by the Subrecipient. GEMA/HS may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due GEMA/HS from the Subrecipient is determined.
- H. **Subrecipient's Responsibilities Upon Termination**. If GEMA/HS provides a notice of termination to the Subrecipient, except as otherwise specified by GEMA/HS in that notice, the Subrecipient shall:
 - 1. Stop work under this Agreement on the date and to the extent specified in the notice.

2. Complete performance of such part of the work that has not been terminated by GEMA/HS, if any.
3. Take such action as may be necessary, or as GEMA/HS may specify, to protect and preserve any property which is in the possession and custody of the Subrecipient, and in which GEMA/HS has or may acquire an interest.
4. Transfer, assign, and make available to GEMA/HS all property and materials belonging to GEMA/HS upon the effective date of termination of this Agreement. No extra compensation will be paid to the Subrecipient for its services in connection with such transfer or assignment.

I. Withholding and Repayment of Funds. In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient fails to comply with any of the terms or conditions of this Agreement, including all attachments hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, completing and returning the Acknowledgment Form to GEMA/HS in the time required, purchasing of equipment in the time required, submitting a request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient under this Agreement.

X. CLOSING OF THIS GRANT.

- A. GEMA/HS will close each subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, GEMA/HS will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, GEMA/HS will recover the unused funds.
- B. At the completion and closure of all Subrecipient's projects (subawards), GEMA/HS will request the Subrecipient to Certify the completion of all projects (subawards) in accordance with the grant terms and conditions to state there are no further claims under this subgrant.
- C. The closeout of this Grant does not affect:

1. DHS/FEMA or GEMA/HS' right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Agreement that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Agreement after the expiration or termination of this Agreement.

XI. INDEMNIFICATION.

- A. The Subrecipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and GEMA/HS, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, subrecipients, or contractors provided, however, that the Subrecipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or GEMA/HS.
- B. The Subrecipient shall fully indemnify, defend, and hold harmless the State and GEMA/HS from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to GEMA/HS' misuse or modification of the Subrecipient's products or GEMA/HS' operation or use of the Subrecipient's products in a manner not contemplated by the Agreement. GEMA/HS will not be liable for any royalties.

XII. DISPUTE RESOLUTION.

- A. Disputes concerning performance under the Agreement will be decided by GEMA/HS, who shall reduce the decision to writing and serve a copy to the Subrecipient. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in Superior Court of Fulton County, Georgia. Subrecipient hereby waive any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.

- B. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

XIII. COMPLIANCE WITH LAW

- A. **Compliance With Applicable Laws And Regulations.** It is understood and agreed that nothing contained in this Agreement, or any related agreement shall require any of the Parties herein to violate any policies of GEMA/HS, DHS, or any laws or regulations of the United States or the State of Georgia.
- B. **State Laws.** The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Georgia.
- C. **Jurisdiction And Venue.** In the event that any dispute, litigation, or other legal proceedings shall arise under or in connection with this Agreement, such litigation or other legal proceeding shall be conducted in the courts located within Fulton County, Georgia. Furthermore, the Parties consent to jurisdiction and venue in the Superior Court of Fulton County, Georgia, and hereby waive any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.
- D. **Effect of Changes in Federal and State Laws.** Any alterations, additions, or deletions to this Agreement that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Agreement without written amendment to this Agreement and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or GEMA/HS determines that changes are necessary to this Agreement after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Agreement.
- E. **Conflict of Interest.** This Agreement is subject to the State of Georgia Code of Ethics found in O.C.G.A. § 45-10-1. The Subrecipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Subrecipient shall also disclose the name of any state employee who owns, directly or indirectly, more than a five percent (5%) interest in the Subrecipient or its affiliates.
1. Subrecipients should take every precaution to avoid the appearance of a conflict of interest. Violations of the conflict-of-interest standards may result in criminal, civil, or administrative penalties. In the use of agency project funds, officials, or employees of State or local units of government shall avoid any action that might result in, or create the appearance of:

- a) Using his or her official position for private gain;
- b) Giving preferential treatment to any person;
- c) Losing complete independence or impartiality;
- d) Making an official decision outside official channels; or
- e) Affecting adversely the confidence of the public in the integrity of the government or the program. For example, where a Subrecipient of federal funds makes sub-awards under any competitive process and an actual conflict or an appearance of a conflict of interest exists, the person for whom the actual or apparent conflict of interest exists should recuse himself or herself not only from reviewing the application for which the conflict exists, but also from the evaluation of all competing applications.

F. Boycott Of The Nation Of Israel Prohibited. Each Party certifies that it is not currently engaged in a boycott of the nation of Israel, and that it will not engage in such a boycott for the duration of this Agreement.

G. Drug-Free Workplace. The Parties hereby certify as follows:

- 1. The Parties will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement; and
- 2. If the Parties have more than one employee, that Party shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. § 50-24-1 et seq., throughout the duration of this Agreement; and
- 3. Parties will secure from any sub-contractor hired to work on any job assigned under this Agreement the following written certification: “As part of the subcontracting contract with (the Party’s name). (Sub-Contractor’s Name) certifies to (the Party’s name) that a drug-free workplace will be provided for the sub-Contractor’s employees during the performance of this MOU pursuant to paragraph 7 of subsection (b) of O.C.G.A. § 50-24-3.”
- 4. A Party may be suspended, terminated, or debarred if it is determined that:
 - a) A Party has made false certification here in above; or

- b) A Party has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3(b).

H. Sexual Harassment Prevention.

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

If any of the Parties, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, that Party may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

1. If the Party is an individual who is regularly on State premises or who will regularly interact with State personnel, that Party certifies that:
 - a) the Party has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - b) the Party has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

- c) Upon request by the State, the Party will provide documentation substantiating the completion of sexual harassment training.

2. If the Party has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, that Party certifies that:

- a) the Party will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
- b) the Party has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- c) Upon request of the State, the Party will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

I. **Debarred, Suspended, and Ineligible Status.** The Parties certify that each Party and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4. Each Party will immediately notify the other Party if the Subrecipient and/or any subcontractors are debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

XIV. NOTICE

A. All notices provided by Subrecipient under or pursuant to this Agreement shall be in writing GEMA/HS' Grant Manager and delivered by standard or electronic mail using the correct information provided below.

If to Georgia Emergency Management and Homeland Security Agency:

Anthony Sydnor
Preparedness Grants & Programs Manager
935 United Avenue Southeast
Atlanta, Georgia 30316
Anthony.Sydnor@gema.ga.gov
Office: 404-635-7068
Cell: 470-332-6784

- B.** In the event that different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other Party.

XV. PROCUREMENT AND CONTRACTING.

- A.** The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).
- B.** As required by 2 C.F.R. §200.318(i), the Subrecipient shall “maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”
- C.** As required by 2 C.F.R. §200.318(b), the Subrecipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Subrecipient shall document, in its quarterly report to GEMA/HS, the progress of any and all subcontractors performing work under this Agreement.
- D.** Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Subrecipient chooses to subcontract any of the work required under this Agreement, then the Subrecipient shall forward to GEMA/HS a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. GEMA/HS shall review the solicitation and provide comments, if any, to the Subrecipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, GEMA/HS will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent

with 2 C.F.R. §200.318(k), GEMA/HS will not substitute its judgment for that of the Subrecipient. While the Subrecipient does not need the approval of GEMA/HS in order to publish a competitive solicitation, this review may allow GEMA/HS to identify deficiencies in the vendor requirements or in the commodity or service specifications. GEMA/HS' review and comments shall not constitute an approval of the solicitation. Regardless of GEMA/HS' review, the Subrecipient remains bound by all applicable laws, regulations, and agreement terms. If during its review GEMA/HS identifies any deficiencies, then GEMA/HS shall communicate those deficiencies to the Subrecipient as quickly as possible within the seven (7) business day window outlined above. If the Subrecipient publishes a competitive solicitation after receiving comments from GEMA/HS that the solicitation is deficient, then GEMA/HS may:

1. Terminate this Agreement in accordance with the provisions outlined in Section IX, *Termination* above; and,
2. Refuse to reimburse the Subrecipient for any costs associated with that solicitation.

E. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Subrecipient chooses to subcontract any of the work required under this Agreement, then the Subrecipient shall forward to GEMA/HS a copy of any contemplated contract prior to contract execution. GEMA/HS shall review the unexecuted contract and provide comments, if any, to the Subrecipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, GEMA/HS will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), GEMA/HS will not substitute its judgment for that of the Subrecipient. While the Subrecipient does not need the approval of GEMA/HS in order to execute a subcontract, this review may allow GEMA/HS to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. GEMA/HS's review and comments shall not constitute an approval of the subcontract. Regardless of GEMA/HS' review, the Subrecipient remains bound by all applicable laws, regulations, and agreement terms. If during its review GEMA/HS identifies any deficiencies, then GEMA/HS shall communicate those deficiencies to the Subrecipient as quickly as possible within the seven (7) business day window outlined above. If the Subrecipient executes a subcontract after receiving a communication from GEMA/HS that the subcontract is non-compliant, then GEMA/HS may:

1. Terminate this Agreement in accordance with the provisions outlined in Section IX, *Termination* above; and,

2. Refuse to reimburse the Subrecipient for any costs associated with that subcontract.
- F.** The Subrecipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold GEMA/HS and Subrecipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- G.** As required by 2 C.F.R. §200.318(c)(1), the Subrecipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”
- H.** As required by 2 C.F.R. §200.319, the Subrecipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Subrecipient shall not:
1. Place unreasonable requirements on firms in order for them to qualify to do business;
 2. Require unnecessary experience or excessive bonding;
 3. Use noncompetitive pricing practices between firms or between affiliated companies;
 4. Execute noncompetitive contracts to consultants that are on retainer contracts;
 5. Authorize, condone, or ignore organizational conflicts of interest;
 6. Specify only a brand name product without allowing vendors to offer an equivalent;
 7. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
 8. Engage in any arbitrary action during the procurement process; or,
 9. Allow a vendor to bid on a contract if that bidder was involved with developing or
 10. drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

- I. Except in those cases where applicable Federal statutes expressly mandate or encourage otherwise, the Subrecipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.
- J. The Subrecipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(b)(1) as well as O.C.G.A. §50-5-50 et seq.
- K. The Subrecipient shall conduct any procurement involving requests for proposals (i.e. proposals) in accordance with 2 C.F.R. §200.320(b)(2) as well as O.C.G.A. §50-5-50 et seq.
- L. FEMA has developed helpful resources for Subrecipients when procuring with federal grant funds because Subrecipients must comply with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. These resources are generally *available at* <https://www.fema.gov/procurement-disaster-assistance-team>. FEMA periodically updates this resource page so please check back for the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Subrecipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. FEMA provides the following hands-on resources for Recipients of federal funding:
 - 1. 2023 Procurement Disaster Assistance Team (PDAT) Roadmap to Procurement Compliance available at https://www.fema.gov/sites/default/files/documents/fema_roadmap_procurement_compliance_checklist.pdf.
- M. Contract Provisions. All contracts executed using funds awarded under this Agreement shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- N. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
 - 1. Procurement by micro purchase
 - 2. Procurement by small purchase
 - 3. Procurement by sealed bid
 - 4. Procurement by competitive proposal

5. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods
- O. **Sole Source Procurement.** The Subrecipient's procurement procedures and regulations must conform to federal procurement laws and standards. All procurement transactions without regard to dollar value, whether negotiated or through a competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.
- P. Should the Subrecipient elect to award a non-competitive proposal, justification must be provided and include a description of the program and why it is necessary to enter into a non-competitive agreement. All sole-source procurements as defined in 2 C.F.R. § 200.320(f) must receive prior written approval from GEMA/HS.
- Q. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 C.F.R. §200.321.

XVI. SUBCONTRACTING.

- A. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws.
- B. The Subrecipient understands that any public contracts and subcontracts funded by the SLCGP must comply with the requirements of O.C.G.A. § 13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program. The Subrecipient shall utilize the U.S. DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

XVII. MONITORING

- A. Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.
- B. GEMA/HS or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Agreement and of the adequacy and timeliness of Subrecipient's performance pursuant to this Agreement. After each monitoring visit, if the monitoring visit reveals deficiencies in Subrecipient's performance under this Agreement, a monitoring report will be provided to the Subrecipient and shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure

by Subrecipient to take action specified in the monitoring report may be cause for termination of this Agreement pursuant to the Termination Section herein.

- C. Subrecipient is responsible for and shall monitor its performance under this Agreement. Subrecipient shall monitor the performance of its contractors, consultants, agents, and who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.
- D. In addition to reviews of audits conducted in accordance with federal auditing requirements, monitoring procedures may include, but not limited to, desk reviews and on-site visits by GEMA/HS staff, limited scope audits, and other procedures.

XVIII. REPORTS

- A. Consistent with 2 C.F.R. §200.328, the Subrecipient shall provide GEMA/HS with quarterly reports and a close-out report. These reports shall include the current status and progress by the Subrecipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by GEMA/HS.
- B. **Equipment Inventory Report.** The Subrecipient will maintain an inventory of all grant-funded equipment and provide a copy to GEMA/HS at the end of the grant performance period. The Subrecipient will submit an updated inventory every year thereafter or as the equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. There must be a decal on all equipment funded by GEMA/HS which states ““Purchased with funding from the Georgia Emergency Management and Homeland Security Agency with funds provided by the U.S. Department of Homeland Security”. The decal will be provided GEMA/HS must be given a written disposition plan for any equipment that has a value of \$10,000 or more at least 30 days prior to disposal or at the end of its useful life, whichever date is sooner. Also, the GEMA/HS Program Manager will review the disposition plan within 30 days of receipt and provide approval or other instructions for disposal to the Subrecipient.
 - 1. Inventory records must be maintained which include:
 - i. Award number; • Description of the property;
 - ii. Serial number or other identification number; • Source of the property (brand/manufacturer);
 - iii. Vendor of the property;
 - iv. Identification of title holder;
 - v. Acquisition date;
 - vi. Cost of the property;
 - vii. Percentage of Federal participation in the cost of the property;
 - viii. Location of the property;

- ix. Use and condition of the property; and
- x. Disposition data, including the date of disposal and sale price.

- C. Quarterly Progress Report (Progress Report).** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS quarterly through the Progress Report module in the EM Grants Manager System, which is due within 30 days of the end of each calendar quarter.

The following reporting periods and due dates apply:

<u>Quarter</u>	<u>Date Range</u>	<u>Due Date</u>
<u>First Quarter</u>	October 1 – December 31	January 31
<u>Second Quarter</u>	January 1- March 31	April 30
<u>Third Quarter</u>	April 1 – June 30	July 31
<u>Fourth Quarter</u>	July 1 – September 30	October 31

FAILURE TO HAVE A CURRENT PROGRESS REPORT ON FILE AT GEMA/HS WILL RESULT IN WITHHOLDING OF REIMBURSEMENT UNTIL THE PROGRESS REPORT IS RECEIVED.

- D. Biannual Strategy Implementation Reports (“BSIR”).** The Subrecipient shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subrecipient shall submit information at the request of GEMA/HS to assist in the submission of the BSIR, and any other reports, as required.
- E. Grant Closeout Report.** The Subrecipient shall submit a final program report detailing all accomplishments throughout the project with the final Progress Report. After both of these reports have been reviewed and approved by GEMA/HS, a Closeout Report will be generated indicating the project has closed and listing any remaining funds to be de-obligated.
- F.** If all required reports and copies are not sent to GEMA/HS or are not completed in a manner acceptable to GEMA/HS, then GEMA/HS may withhold further payments until they are completed or may take other action.
- G.** The Subrecipient shall provide additional program updates or information that may be required by GEMA/HS.

XIX. AUDITS

A. Audit of Federal Funds.

1. The Subrecipient agrees to comply with the organizational audit requirements of 2 CFR Part 200, Subpart F, Audits of States, Local Governments, and Non- Profit Organizations.
2. Subrecipient's performance under the Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Title 2 of the United States Code of Federal Regulations (C.F.R.) Part 200 hereinafter referred to as the "Uniform Guidance."
3. Subrecipients that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's ("GAO") Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybk01.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.
4. If required to submit an audit report under the requirements of 2 CFR Part 200, Subpart F, the Subrecipient shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this signed Agreement. The Subrecipient shall immediately notify GEMA/HS in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

B. Right to Audit. Subrecipient shall give DHS, FEMA, CISA, the Comptroller General of the United States, the Georgia Department of Audits and Accounts, GEMA/HS, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received, and performances rendered under this Agreement. Subrecipient shall permit GEMA/HS or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.

C. Subrecipient's Liability for Disallowed Costs. Subrecipient understands and agrees that it shall be liable to GEMA/HS for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to GEMA/HS of such disallowed costs shall be paid

by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.

- D. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as GEMA/HS may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
- E. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.
- F. Subrecipient shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g. paper, film, recording, electronic), including but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five (5) State fiscal years after all reporting requirements are satisfied and final payments have been received, or if an audit has been initiated and audit findings through litigation or otherwise.
- G. Subrecipient's must submit audit reports to the State of Georgia, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

XX. RECORDS

- A. **Retention and Maintenance of Records.** The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three (3) years from the date that the DHS closes the State of Georgia's 2023 SLCGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.

1. The following are the only exceptions to the 3-year requirement:

- i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- ii. When GEMA/HS or the Subrecipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.
- iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Subrecipient.
- v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

B. Access to Records. As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and GEMA/HS, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

C. Public Records. The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require

procurement records, including pricing information, and other records to be made public unless otherwise provided by law. The Parties agree that this Agreement, any related purchase orders, related invoices, and related pricing lists will be public documents, and may be available for distribution. The Parties give each other express permission to make copies of this Agreement, any related purchase orders, related invoices, and related pricing lists. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

D. SLCGP Specific Requirements.

1. The Subrecipient must use SLCGP funds only to perform tasks as described in the Subrecipient's approved application for funding incorporated into this Agreement.
2. Subrecipients are required to complete the Nationwide Cybersecurity Review, <https://www.cisecurity.org/ms-isac/services/ncsr>, a free, anonymous, annual self-assessment designed to measure gaps and capabilities of a SLT's cybersecurity programs, to benchmark and measure progress of improvement in their cybersecurity posture. Completion should continue annually. For more information, visit the Nationwide Cybersecurity Review's website at <https://www.cisecurity.org>.
3. Subrecipients are required to participate in free cyber hygiene services, specifically vulnerability scanning and web application scanning. To register for these services, email vulnerability@cisa.dhs.gov with the subject line "Requesting Cyber Hygiene Services – SLCGP" to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP. For more information, visit CISA's Cyber Hygiene Information Page.
4. Subrecipients may retain a maximum of up to five (5) percent of the SLCGP grant agreement amount for management and administration activities, directly relating to the management and administration of SLCGP funds, such as financial management and monitoring.

E. Program-Specific Required Forms and Information. The following program-specific forms or information are required to be submitted in ND Grants as attachments:

1. SLCGP Investment Justifications. Each eligible entity is required to submit complete project-level information detailing how the program objectives and goals will be met to develop, implement, or revise its Cybersecurity Plan; establish a Cybersecurity Planning Committee; conduct assessments

and evaluations; and adopt key cybersecurity best practices. The FY 2023 Investment Justification must include the following information:

- i. Only one application will be submitted by the eligible entity. It must include a brief description of the capabilities of the SLT agencies across the eligible entity related to the required elements of the Cybersecurity Plan.
 - ii. The application will consist of up to four investments, one for each SLCGP objective (See Exhibit 1 for more information on the goal and objectives).
 - iii. Investments for SLCGP Objectives 1, 2, and 3 must have at least one project. Investments for SLCGP Objective 4 are optional for the FY 2023 SLCGP; however, it is important to note that identifying and mitigating gaps in the cybersecurity workforce, enhancing recruitment and retention efforts, and bolstering the knowledge, skills, and abilities of personnel are still statutory requirements for Cybersecurity Plans to address even if the eligible entity does not use grant funds to carry this out.
 - iv. Requests to use funding to address imminent cybersecurity threats must be addressed in the Investment Justification (“IJ”) for Objective 3.
 - v. Each investment must describe how each project aligns to the Subrecipient’s Cybersecurity Plan if applying for a grant to implement or revise the Cybersecurity Plan, or will align with the entity’s Cybersecurity Plan if applying for a grant to develop a Cybersecurity Plan. Subrecipients must also describe how implementing the plan will be measured (metrics).
 - vi. Each project must include an explanation of how the proposed project(s) will achieve the program objectives as identified in Exhibit 1. A project schedule with clearly defined milestones must also be included.
2. Cybersecurity Plan. Each eligible entity is required to submit its Cybersecurity Plan that adheres to the 16 required elements identified in section 2220A of the Homeland Security Act of 2002 as amended by the BIL and included in Appendix C of the FY 2023 SLCGP DHS/FEMA NOFO unless the eligible entity is applying for funds to develop a Cybersecurity Plan as described more below. The Cybersecurity Plan must include a description of Subrecipient’s roles, an assessment of capabilities for each element, address resources and timeline for implementing the Plan,

and identify metrics. Subrecipient governments are encouraged to take a holistic approach in the development of their Plan as entities must be able to sustain capabilities once SLCGP funds are no longer available. The role of state entities as coordinator and service provider to local entities should be encouraged and supported. For more information on the Cybersecurity Plan, please refer to Appendix C of the FY 2023 SLCGP DHS/FEMA NOFO.

3. Cybersecurity Planning Committee Membership List. The Cybersecurity Planning Committee should be seen as a platform to identify and then prioritize state-wide efforts, to include identifying opportunities to consolidate projects to increase efficiencies. Each eligible entity is required to submit confirmation that the committee is comprised of the required representatives. The Subrecipient must also confirm that at least one-half of the representatives of the committee have professional experience relating to cybersecurity or information technology. For more information on the composition of the Cybersecurity Planning Committee, including how to leverage existing planning committees, please refer to Appendix B of the FY 2023 SLCGP DHS/FEMA NOFO.
4. Cybersecurity Planning Committee Charter. The Cybersecurity Planning Committee Charter must be submitted with the Cybersecurity Planning Committee Membership List attached as specified in Appendix B of the FY 2023 SLCGP DHS/FEMA NOFO.
5. Cybersecurity Plan Submission Exception Request (if applicable).
 - i. Subrecipients may request an exception to submitting their Cybersecurity Plan at the time of application. The exception request must be supported by the Chief Information Officer (“CIO”), Chief Information Security Office (“CISO”), or equivalent official.
 - ii. If an exception is requested, SLCGP funds can only initially be used for activities that are integral to the development of the Cybersecurity Plan or are necessary to assist with activities that address imminent cybersecurity threats. Activities integral to the development of a Cybersecurity Plan are limited to investments and projects aligned to Objective 1 and Objective 2 as listed in Exhibit 1. Activities to address imminent cybersecurity threats are limited to investments and projects aligned to Objective 3 as listed in Exhibit 1.
 - iii. The Subrecipient must also include a certification, either as a separate document or as part of the applicable IJ(s), that all activities funded by the grant are integral to the development of the Cybersecurity Plan or are necessary to assist with activities that address imminent

cybersecurity threats, as confirmed by the Secretary, acting through the CISA Director, to the information systems owned or operated by, or on behalf of, the eligible entity or a local government within the jurisdiction of the eligible entity. If grant funding is necessary to assist with activities that address imminent cybersecurity threats, then that should be noted on the applicable IJ.

- iv. Subrecipient seeking funding to develop a Cybersecurity Plan must still submit IJs for Objectives 1, 2, and 3, noting that they will need to be updated once the Cybersecurity Plan is completed and approved. It is still optional to submit an IJ for Objective 4 as listed in Exhibit 1.
- v. Once the Cybersecurity Plan is completed and approved by the Cybersecurity Planning Committee and CIO, CISO, or equivalent official, the applicant must then submit updated IJs for Objectives 1, 2, and 3, along with an updated IJ for Objective 4 if one was previously submitted, to DHS with the approved Cybersecurity Plan.
- vi. The following is required to request an exception:
 - a) Statement from the Subrecipient as to why they do not have an approved Cybersecurity Plan;
 - b) High-level plan, including dates and milestones, for completing and submitting the Plan to DHS; and
 - c) Signatures of support from the eligible entity and CIO, CISO, or equivalent official.

F. Other Federal Records Requirements.

- 1. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from GEMA/HS or the Subrecipient when it determines that the records possess long-term retention value.
- 2. In accordance with 2 C.F.R. §200.336, GEMA/HS must always provide or accept paper versions of Agreement information to and from the Subrecipient upon request. If paper copies are submitted, then GEMA/HS must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control

reviews, provide reasonable safeguards against alteration, and remain readable.

3. As required by 2 C.F.R. §200.303, the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or GEMA/HS designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

G. Fusion Centers. The Subrecipient agrees that any funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

1. The Subrecipient agrees that Homeland Security Information Network must serve as the primary vehicle by which information /intelligence is shared with DHS/FEMA as part of the fusion process across the federal, state, local, regional, tribal and private sectors. All statewide information sharing and analysis centers utilizing SLCGP funds must establish connectivity with the DHS/FEMA Homeland Security Operations Center via the HSIN to comply with FEMA policy legislation as outlined in the Program Guidance.

H. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the approved Budget Cost Lines and all other applicable laws and regulations.

XXI. Special Conditions.

- A.** The Subrecipient agrees to comply with the FY 2023 State and Local Cybersecurity Grant Program Agreement Articles and FY 2023 State and Local Cybersecurity Grant Program Amendment Letter, included with this Agreement as Attachment B and C, respectively. References in the attachment to “recipient” apply to the Subrecipient’s requirements as subrecipient.
- B.** The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, requests for information or data collection, including, but not limited to,

the provision of any information regarding any activities within this agreement that may be required for the assessment or evaluation.

- C. **Protected Critical Infrastructure Information.** Protected Critical Infrastructure Information (“PCII”) will be treated in a manner consistent with the Critical Infrastructure Information Act of 2002 (“CIIA”), 6 U.S.C. §§131 - 134, which created a new framework, that enables state and local jurisdictions and members of the private sector to voluntarily submit sensitive information regarding critical infrastructure to DHS/FEMA. The CIIA also provides statutory protection for voluntarily shared CII from public disclosure and civil litigation. If validated as PCII, these documents can only be shared with authorized users who agree to safeguard the information. PCII accreditation is a formal recognition that the covered government entity has the capacity and capability to receive and store PCII. DHS requires all State Administering Agencies (“SAA”) to complete the PCII accreditation process. Accreditation activities include signing a memorandum of agreement with DHS, appointing a PCII Officer, and implementing a self-inspection program.
- D. **Selected Items of Cost:** The Subrecipient agrees to comply with the requirements of OMB 2 C.F.R. Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two (2) years to ensure that assets received through this Agreement exist and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.
- E. **Environmental Historical Preservation (“EHP”).**
1. The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (“EHP”) requirements and shall provide any information requested by FEMA or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws, and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of compliance with federal laws and/or regulations.
 2. The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements.

Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground-disturbing activities may occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify GEMA/HS, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.

3. The Subrecipient shall not undertake any project using SLCGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of NEPA compliance.
4. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for SLCGP funding.
5. For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the FY 2023 SLCGP DHS/FEMA NOFO (Attachment H) and FEMA's Information Bulletins 329, 345, 356, 371, 404, and 404 available at <https://www.fema.gov/grants/tools/environmental-historic/preparation-resources>.

F. Federal Funding Accountability and Transparency Act ("FFATA").

1. All new subawards under this grant of \$30,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.
2. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:
 - i. In the Subrecipient's preceding fiscal year, the Subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or

15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.

iii. Additional information regarding the FFATA requirements can be found at the following links:

a) <http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf>

b) www.fsrs.gov.

G. National Incident Management System (NIMS)

1. National Initiatives: Prior to allocation of any Federal preparedness awards in FY 2023, Subrecipients must ensure and maintain adoption and implementation of the NIMS. Although not required by DHS/FEMA, GEMA/HS requires SLCGP Subrecipients to maintain the adoption and implementation of NIMS. DHS/FEMA describes the specific training and activities involved in NIMS implementation in the NIMS Training Program <https://www.fema.gov/training-0> and the NIMS Implementation Objectives <https://www.fema.gov/implementation-guidance-and-reporting>.
2. Incident management activities require carefully managed resources (personnel, teams, facilities, equipment, and/or supplies). Utilization of the standardized resource management concepts such as typing, credentialing, and inventorying promote a strong national mutual aid capability needed to support the delivery of core capabilities. Recipients should manage resources purchased or supported with DHS/FEMA grant funding according to NIMS resource management guidance. Additional information on resource management and NIMS resource typing definitions and job titles/position qualifications are available on DHS/FEMA's website at <https://www.fema.gov/resource-management-mutual-aid>.

H. Disposition of Equipment Acquired Under the Federal Award (Article XLVIII). For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

I. The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty- free, nonexclusive, and irrevocable license to reproduce,

display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of government sponsorship, including the grant award number, to any work first produced under this grant award.

- J.** If the Subrecipient is found to be in violation of any of the conditions of this agreement, including any attachments hereto, or of applicable federal and state laws or regulations, in addition to any other recourse available, GEMA/HS shall notify the Subrecipient that additional funds in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may withhold or require repayment of any portion of the financial award which has been or is to be made available to the Subrecipient, or retained and obligated or expended on behalf of the Subrecipient, for other projects under this program until adequate corrective action is taken.

XXII. MISCELLANEOUS TERMS

- A. Headings.** The headings in this Agreement are inserted for reference and convenience only and shall not enter into the interpretation hereof.
- B. Severability.** If any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid, or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.
- C. Survivability.** This Agreement shall remain in full force and effect to the end of the specified term or until terminated pursuant to this Agreement. All obligations of the Parties incurred or existing under this Agreement as of the date of expiration or termination will survive the termination or expiration of this Agreement.
- D. Assignment.** A Party may, nor will it have the power to, assign or novate this Agreement with the consent of the other Parties.
- E. Dispute Resolution.** In the event of any conflict involving activities conducted pursuant to this Agreement, the Parties will make reasonable efforts to informally resolve the issue. An attempt will first be made by the respective Parties organizations to resolve the issue at the staff level. If the matter cannot be resolved, the issue will be discussed by the respective decision-makers. Nothing in this section shall be construed to restrain the Parties from issuing correspondence, or other formal written communications to document or clarify an issue that is in conflict or dispute.

- F. Sanctions.** If a Subrecipient materially fails to comply with the terms and conditions of an award, GEMA/HS or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient.
 2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 3. Wholly or partly suspend or terminate the current award.
 4. Withhold future awards for the project or program.
 5. Pursue any other legal remedy that may be available.
 6. Require reassignment of any tangible or intangible items purchased with SLCGP grant funding to another local jurisdiction.
- G. Reservation of Rights.** This Agreement will in no way diminish or otherwise affect the Parties' authority to fully carry out their rights and responsibilities under applicable laws and regulations nor will it affect the Parties' abilities or rights to raise any defenses available under law in the event that one Party initiates an administrative or judicial enforcement action against another Party. Subject to applicable security, classification, and other confidentiality laws and regulations, nothing in this Agreement shall be construed to prohibit the Parties from using information developed under this Agreement in furtherance of their statutory duties, rights, and obligations.
- H. Parties' Signature and Authority.** The Parties' representatives, in signing this Agreement, sign only as properly authorized representatives of their respective Parties and do not assume any personal liability thereby. The Parties' representatives executing this Agreement warrant that they have full and current legal authority to act and contract on behalf of their Parties.
1. Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State of Georgia is Josh Lamb, Authorized Recipient Official. The State has designated Linda Criblez as the Program Manager of this program. The Subrecipient's Authorized Official has the authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name and signature appear on page ten (10) of this agreement.

XXIII. Entire Agreement; Waiver; Signature and Delivery.

This Agreement, including the incorporated Attachments and Exhibits, supersedes all prior agreements, both verbal and written, and any discussions and writings and constitutes the entire agreement between the Parties with respect to the specific subject matter hereof. No waiver or modification of this Agreement will be binding upon any Party unless made in writing and signed by a duly authorized representative of such Party and no failure or delay in enforcing any right shall be deemed a waiver of such right. Execution and delivery of this Agreement electronically is hereby deemed valid and effective, and a signed facsimile or electronic copy is hereby deemed an original for all purposes.

(SIGNATURES ON FOLLOWING PAGE)

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties state and affirm that they are duly authorized to bind their respective entities designated below as of the day, month, and year indicated.

**GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY**

(NAME OF SUBRECIPIENT)



Signature

Signature

Linda Criblez

Printed Name of Signatory

Printed Name of Signatory

Deputy Director of Homeland Security

Title of Signatory

Title of Signatory

_____/_____
Date of Signature

_____/_____/_____
Date of Signature

Agency FEID (XX-XXXXXXX)

Agency UEI Number (XXXXXXXXXX)

Consider the recommendation of the FY 2027 Fee Schedule from the Parks and Leisure Services Advisory Commission.

Requesting AgencySpalding County Parks & Leisure Services

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

At their February 12, 2026 regular meeting, the Parks and Leisure Services Advisory Commission passed the following motion:

- *Motion/Second by Flowers-Taylor/Ayers to put forth the recommendation of the Fee Schedule Subcommittee with the changes suggested by the rest of PLAC (6-1, Simmons).*

The updated document has been uploaded.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

Kelly Carmichael, CPRP

Leisure Services Director

770-467-4750

ATTACHMENTS:[FY 2027 Fee Schedule DRAFT for BOC 2-18-2026.pdf](#)

**SPALDING COUNTY PARKS AND LEISURE SERVICES
FEE SCHEDULE FISCAL YEAR 2027 DRAFT**

PAVILION RENTALS

Ambucs Park

Pavilions #1 & #2 (Capacity: 32) 4 Tables

	Term	Resident	2.7% Increase	Non Resident	2.7% Increase
Winter Season Price (Oct - Feb)	½ Day	\$25	\$26	\$32	\$33
	Whole Day	\$45	\$47	\$57	\$59
Spring Season Price (March - Sept)	½ Day	\$40	\$42	\$50	\$53
	Whole Day	\$70	\$72	\$88	\$90

Fairmont Park

Pavilion #1 Large (Capacity: 64) 8 Tables

	Term	Resident	2.7% Increase	Non Resident	2.7% Increase
Winter Season Price (Oct - Feb)	½ Day	\$50	\$52	\$63	\$65
	Whole Day	\$80	\$83	\$100	\$104
Spring Season Price (March - Sept)	½ Day	\$75	\$78	\$94	\$98
	Whole Day	\$130	\$134	\$163	\$168

Pavilion #2 Small (Capacity: 32) 4 Tables

	Term	Resident	2.7% Increase	Non Resident	2.7% Increase
Winter Season Price (Oct - Feb)	½ Day	\$30	\$31	\$38	\$39
	Whole Day	\$55	\$57	\$69	\$72
Spring Season Price (March - Sept)	½ Day	\$50	\$52	\$63	\$65
	Whole Day	\$90	\$93	\$113	\$117

SPALDING COUNTY PARKS AND LEISURE SERVICES
FEE SCHEDULE FISCAL YEAR 2027 DRAFT

PAVILION RENTALS

Dundee Lake Park

Pavilion #1 (Capacity: 64) 8 Tables

	Term	Resident	2.7% Increase	Non Resident	2.7% Increase
Winter Season Price (Oct - Feb)	½ Day	\$40	\$42	\$50	\$53
	Whole Day	\$60	\$62	\$75	\$78
Spring Season Price (March - Sept)	½ Day	\$60	\$62	\$75	\$78
	Whole Day	\$100	\$103	\$125	\$129

Pavilion #2 (Capacity: 110) 8 Tables Whole Day Only

	Term	Resident	2.7% Increase	Non Resident	2.7% Increase
Winter Season Price (Oct - Feb)	Mon-Thurs	\$150	\$155	\$188	\$194
	Fri	\$180	\$185	\$225	\$232
	Sat/Sun	\$250	\$257	\$313	\$322
Spring Season Price (March - Sept)	Mon-Thurs	\$250	\$257	\$313	\$322
	Fri	\$300	\$309	\$375	\$387
	Sat/Sun	\$400	\$411	\$500	\$514

Tyus Park

Pavilions #1 & #2 (Capacity: 128) 16 Tables

	Term	Resident	2.7% Increase	Non Resident	2.7% Increase
Winter Season Price (Oct - Feb)	½ Day	\$60	\$62	\$75	\$78
	Whole Day	\$100	\$103	\$125	\$129
Spring Season Price (March - Sept)	½ Day	\$100	\$103	\$125	\$129
	Whole Day	\$180	\$185	\$225	\$232

Julian Jones Park - Orchard Hill

Small Pavilions #2 and #3 (Capacity: 50) 4 Tables

	Term	Resident	2.7% Increase	Non Resident	2.7% Increase
Year Round Price (no winter rates)	½ Day	\$50	\$52	\$63	\$65
	Whole Day	\$90	\$93	\$113	\$117

SPALDING COUNTY PARKS AND LEISURE SERVICES
FEE SCHEDULE FISCAL YEAR 2027 DRAFT

PAVILION RENTALS

Large Pavilion #1 (Capacity: 80) 4 Double Size Tables					
	Term	Resident	2.7% Increase	Non Resident	2.7% Increase
Year Round Price (no winter rates)	½ Day	\$60	\$62	\$75	\$78
	Whole Day	\$100	\$103	\$125	\$129

City Park

Pavilion #1 (Capacity: 60) 10 Tables					
	Term	Resident	2.7% Increase	Non Resident	2.7% Increase
Winter Season Price (Oct - Feb)	½ Day	\$40	\$42	\$50	\$53
	Whole Day	\$60	\$62	\$75	\$78
Spring Season Price (March - Sept)	½ Day	\$60	\$62	\$75	\$78
	Whole Day	\$100	\$103	\$125	\$129

Pavilion #2 (Capacity: 126) 21 Tables					
	Term	Resident	2.7% Increase	Non Resident	2.7% Increase
Winter Season Price (Oct - Feb)	½ Day	\$60	\$62	\$75	\$78
	Whole Day	\$100	\$103	\$125	\$129
Spring Season Price (March - Sept)	½ Day	\$100	\$103	\$125	\$129
	Whole Day	\$180	\$185	\$225	\$232

Pavilion #3 (Capacity: 88) 11 Tables					
	Term	Resident	2.7% Increase	Non Resident	2.7% Increase
Winter Season Price (Oct - Feb)	½ Day	\$50	\$51	\$63	\$64
	Whole Day	\$80	\$83	\$100	\$104
Spring Season Price (March - Sept)	½ Day	\$80	\$83	\$100	\$104
	Whole Day	\$140	\$144	\$175	\$180

Pavilion #4 (Capacity: 54) 9 Tables					
	Term	Resident	2.7% Increase	Non Resident	2.7% Increase
Winter Season Price (Oct - Feb)	½ Day	\$40	\$42	\$50	\$53
	Whole Day	\$60	\$62	\$75	\$78
Spring Season Price (March - Sept)	½ Day	\$60	\$62	\$75	\$78
	Whole Day	\$100	\$103	\$125	\$129

SPALDING COUNTY PARKS AND LEISURE SERVICES

FEE SCHEDULE FISCAL YEAR 2027 DRAFT

SPORT FACILITY RENTALS (NON-ASSOCIATION OPERATED EVENTS)

Fiscal Year 2027 DRAFT

	Resident	2.7% Increase	Non Resident	2.7% Increase
TRAILS				
5K Trail (non-profits) & Pavilion #1 - Per Day	\$225	\$232	\$282	\$290
Walk Trails & Pavilion #1 - Per Day	\$225	\$232	\$282	\$290
<i>No security deposit</i>				

DISC GOLF				
Disc Golf Course & Pavilion #1 -Per Day	\$225	\$232	\$282	\$290
<i>Security Deposit \$250</i>				

<i>Disc Golf Course at Julian Jones Park (Orchard Hill) 9-Holes only. Security Deposit \$250</i>	\$125	\$129	\$157	\$162
--	-------	-------	-------	-------

Baseball, Soccer, Softball, Football Per Field - Per Day	\$175	\$180	\$219	\$225
<i>Security Deposit for 1-2 fields: \$250; 3+ fields \$500</i>				

SKATE PARK				
The Grind Skate Park - 1-5 hours Per Day	\$125	\$129	\$157	\$162
The Grind Skate Park - 6+ hours Per Day	\$200	\$206	\$250	\$258
<i>Security Deposit \$250</i>				

BALL FIELDS				
Private School Field Rental for Practices per practice / per field 4:00pm to 5:30pm	\$25	\$26	\$32	\$33
<i>No security deposit</i>				

SPALDING COUNTY PARKS AND LEISURE SERVICES

FEE SCHEDULE FISCAL YEAR 2027 DRAFT

SPORT FACILITY RENTALS (NON-ASSOCIATION OPERATED EVENTS)

PICKLEBALL COURTS

Pickleball - 6 or fewer courts Per Day	\$250	\$257	\$313	\$322
<i>Security Deposit \$250</i>				
Pickleball - 12 courts Per Day	\$500	\$514	\$625	\$643
<i>Security Deposit \$400</i>				
Pickleball - 18 Courts Per Day	\$750	\$771	\$938	\$964
<i>Security Deposit \$600</i>				

TENNIS COURTS

Tennis - 1 Court Per Hour for private schools and out of county schools	\$4			\$4
Tennis - 1 Court Per Hour for everyone else	\$5	\$6	\$7	\$8
<i>No security deposit</i>				

**COMMUNITY CENTER ROOM RESERVATIONS
DURING BUSINESS HOURS 12p to 4:30p
CITY PARK**

	Resident	2.7% Increase	Non Resident	2.7% Increase
City Park Large Community Room (12p to 4:30p) (Capacity: 50 - No kitchen)	\$85	\$88	\$107	\$110
<i>Security Deposit \$35</i>				

FAIRMONT

	Resident	2.7% Increase	Non Resident	2.7% Increase
Fairmont Small Room (Capacity: 35)	\$50	\$52	\$63	\$65
<i>Security Deposit \$25 / AV Equipment Use \$30</i>				
Fairmont Large Community Room (Capacity: 100 - 132; 1980 sq ft)	\$100	\$103	\$125	\$129
<i>Security Deposit \$50</i>				

SPALDING COUNTY PARKS AND LEISURE SERVICES

FEE SCHEDULE FISCAL YEAR 2027 DRAFT

**COMMUNITY CENTER ROOM RESERVATIONS
AFTER BUSINESS HOURS**

	Resident	2.7% Increase	Non Resident	2.7% Increase
City Park Large Community Room - 6 Hours	\$250	\$257	\$313	\$322
City Park Large Community Room - Each Additional Hour	\$40	\$42	\$50	\$53
<i>Security Deposit \$250</i>				

Fairmont Large Community Room - 6 Hours	\$300	\$309	\$375	\$387
Fairmont Large Community Room - Each Additional Hour	\$50	\$52	\$63	\$65
<i>Security Deposit \$250</i>				

Gymnasium - All sites - Per Hour with minimum of 2 hours	\$75	\$78	\$94	\$98
<i>Security Deposit \$250</i>				

Gymnasium Reservation / Private School and Travel Team seasonal practice as schedules allow: March - June Per Hour	\$30	\$31	\$38	\$39
Gymnasium Reservation / Private School and Travel Team seasonal practice as schedules allow: March - June Per 1.5/Hr	\$45	\$47	\$57	\$59
<i>No security deposit</i>				

SENIOR CENTER RENTAL

Banquet Hall Capacity 175

	Resident	2.7% Increase	Non Resident	2.7% Increase
7 hours	\$700	\$719	\$875	\$899
14 hours	\$1,000	\$1,027	\$1,250	\$1,284
<i>Date Reservation Fee \$300; Security Deposit \$300; Date Change Fee \$50 - INCREASE SECURITY DEPOSIT TO \$500</i>				

SPALDING COUNTY PARKS AND LEISURE SERVICES
FEE SCHEDULE FISCAL YEAR 2027 DRAFT

SENIOR CENTER RENTAL

Conference Room (During business hours) Capacity 40

4 hours	\$150	\$155	\$188	\$194
8 hours	\$225	\$232	\$282	\$290
<i>No security deposit</i>				

PARK AT SIXTH RENTAL

Private Events

	Resident	2.7% Increase	Non Resident	2.7% Increase
Half Day (4 hours)	\$100	\$103	\$125	\$129
Full Day (8 hours)	\$200	\$206	\$250	\$258
<i>Security Deposit \$200</i>				

Public Events

Per event (7:00am to 11:59pm)	\$350	\$360	\$438	\$450
<i>Security Deposit \$200</i>				

SUNNY SIDE PARK FACILITY

	Resident	2.7% Increase	Non Resident	2.7% Increase
Facility Only (Capacity = 50	\$150	\$155	\$188	\$194
Facility and Pavilion	\$250	\$257	\$313	\$322
<i>Security Deposit \$250</i>				

OUR LEGACY MUSEUM

Museum Entry Fee as recommended by OLM Steering Committee	\$0			

SPALDING COUNTY PARKS AND LEISURE SERVICES
FEE SCHEDULE FISCAL YEAR 2027 DRAFT

AQUATIC CENTER				
General Admission	Resident	CHANGE	Non Resident	CHANGE
Infant (Ages 0-2)	No Cost	-	No Cost	-
Child (Age 3-13)	\$0	\$3	\$9	-
Youth (Age 14-17)	\$0	\$3	\$12	-
Adult (Age 18-49)	\$8		\$12	-
Senior Adult (Age 50+)	\$6		\$9	-
Non-Swimming Adult Accompanying Swimmer	-	\$0	-	\$0
Monthly Admission	Resident		Non Resident	
First Household member	\$30		\$40	
Each additional household member	\$15		\$20	
Annual Membership	Resident		Non Resident	
First Household member	\$180		\$270	
Each additional household member	\$90		\$135	
Lane Rental				
Private and out of county teams	\$12 per lane hour (avg \$10 to \$20 in GA)			\$14
Private Therapy	\$40 per lane hour			
Swim Meet	\$18 /Lane hr + staff = \$230/hr Equip fee \$400			\$920 (4hr)
	Resident	Increase	Non Resident	CHANGE
Party Room Rental with Swim	\$30/hour + general admission per swimmer	\$35/hour + general admission per swimmer	\$30/hour + general admission per swimmer	\$44/hour + general admission per swimmer

SPALDING COUNTY PARKS AND LEISURE SERVICES

FEE SCHEDULE FISCAL YEAR 2027 DRAFT

YOUTH SPORTS USER AND OUT OF COUNTY FEE

		CHANGE
League Sports User Fee	\$20/season	-
Out of County Fee	\$30/season	\$40/season

MEMBERSHIPS

	Resident	Non Resident
Senior Center Membership	\$50	\$80
Community Center YOUTH Open Play Basketball (per year)	No cost	\$30
Community Center ADULT Open Play Basketball Ambucs: March - October City Park: March - October Fairmont: March - October (*Adult and Youth Leagues Seasons November - February)	Age 18 and over - \$10/month or \$50/year (8 months) \$1/Visit In County	Age 18 and over - \$40/month or \$80/year (8 months) \$3/Visit Out of County
Fairmont / City Park After School Programs	\$20 per year Activity Fee	\$50 per year Activity Fee
Out of County Fee	-	\$30

NUTRITION

Lunch - Member (ages 50-59) Guests/Staff	\$6
Lunch - Member (ages 60+)	\$5
A-La Carte (market cost)	-
Congregate Meal (Member) - Donation level	\$2
Salad	\$7

*Meal costs subject to change depending on market cost

Consider a recommendation on associations from the Parks and Leisure Services Advisory Commission.

Requesting Agency

Spalding County Parks & Leisure Services

In Compliance with the following Ordinance

Requirement for Board Action

At their February 12, 2026, meeting, the Parks and Leisure Services Advisory Committee passed the following motion:

- *Motion/Second by Simmons/Ayers to recommend to the Board of Commissioners to continue its association agreements with Spalding County Athletic Association (Youth Baseball & Softball), Griffin Gators Swim Team Association, Spalding United Basketball Association, Spalding County Pickleball Association, and Griffin Youth Soccer Association through December of 2026. Motion passed unanimously.*

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

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

ATTACHMENTS:

Consider recommendations on splash pad locations from the Parks and Leisure Services Advisory Commission.

Requesting AgencySpalding County Parks & Leisure Services

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

At their February 12, 2026 meeting, the Parks and Leisure Services Advisory Commission passed the following motions:

- *Motion/Second by Phelps/Holmes to recommend to the Board of Commissioners the Fairmont Upper site and the City Park Upper site. Motion passed unanimously.*
 - *Motion/Second by Holmes/Simmons for County to contact the school system about a possible partnership with them for a third splash pad at Wyomia Tyus Park. Motion passed unanimously.*
-

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

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

ATTACHMENTS:[Splash Pad Location.pptx](#)

SPLASH PAD LOCATION

PROS AND CONS





AIRPORT RD

PROS

- SPACE
- SUITABLE GRADE
- CLOSE TO PARKING



CONS

- CONFLICT WITH WALKERS
- NO PAVILIONS
- SMALL 2 STALL RESTROOM





AMBUCS PARK UPPER

PROS

- PARKING
- LARGE RESTROOM
 - (NEEDS UPDATING)
- PAVILION ACCESS



CONS

- SMALL SITE
- REQUIRES TREE REMOVAL
- POSSIBLE DRAIN FILL CONFLICT





AMBUCS PARK LOWER

PROS

- PARKING



CONS

- DISTANCE TO OPEN RESTROOMS
- REQUIRES SOME GRADING
- REQUIRES SOME TREE REMOVAL
- LIMITED SPACE





CARVER RD DOG PARK

PROS

- PROXIMITY TO PARKING
- RESTROOMS
- PAVILIONS
- OPEN SPACE
- FAIRLY LEVEL
- LARGE SPACE



CONS





CITY PARK UPPER

PROS

- PARKING
- LARGE RESTROOM
- POSSIBLE CONCESSION
- OPEN SPACE
- LARGE SPACE



CONS

- 2 TREES WILL NEED TO BE REMOVED





CITY PARK LOWER

PROS

- LARGE RESTROOM
- CLOSE TO PAVILIONS
- OPEN SPACE



CONS

- SIDE STREET PARKING
- STEPS TO ACCESS FROM PARKING

NO ADA ACCESS





DUNDEE LAKE PARK

PROS

- RESTROOM
- PAVILIONS
- OPEN SPACE



CONS

- LOCATION OFF THE BEATEN PATH
- DISTANCE FROM PARKING
- **PARKING LIMITED**





FAIRMONT

PROS

- LARGE SPACE
- PARKING
- LARGE RESTROOM
- PAVILION



CONS





FAIRMONT GARDENS

PROS

- LARGE SPACE
- RESTROOM



CONS

- NO PAVILION
- PARKING ACROSS STREET

NEW INTERSECTION
BEING BUILT





ORCHARD HILL UPPER

PROS

- PARKING
- PAVILION ACCESS
- LARGE SPACE



CONS

- DISTANCE TO RESTROOM
- WOULD HAVE TO AGREE WITH ORCHARD HILL





ORCHARD HILL LOWER

PROS

- PARKING
- PAVILIONS
- RESTROOMS



CONS

- SMALL SPACE
- NOT FLAT (GRADE)
- WOULD HAVE TO AGREE WITH ORCHARD HILL





QUARRIES EDGE

PROS

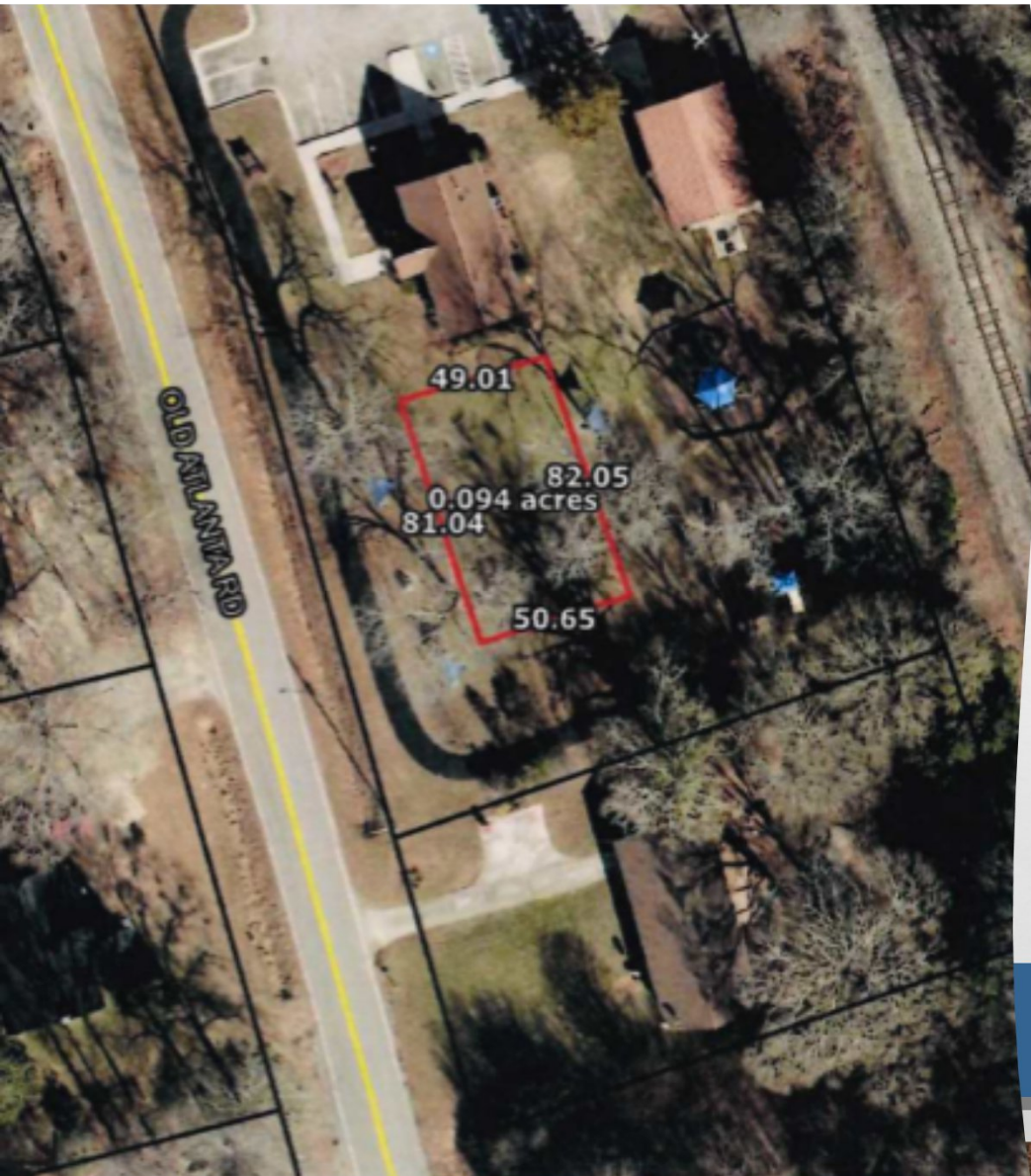
- PARKING
- SPACE
- RESTROOMS



CONS

- PROXIMITY TO MAJOR ROAD
- REQUIRES REMOVING 1 TREE





SUNNY SIDE CITY HALL

PROS

- PARKING
- PAVILION



CONS

- NO OPEN RESTROOM
- SMALL SITE
- REQUIRES TREE REMOVAL





THOMASTON MILL PARK

PROS

- PARKING
- PAVILION



CONS

- PROXIMITY TO PARKING
- SMALL SITE
- UNLEVEL GRADE
- REQUIRE 2 TREES TO BE REMOVED





TYUS PARK

PROS

- PARKING
- PAVILION
- RESTROOMS



CONS

- PROXIMITY TO POND
(NO SWIMMING)
- SMALL SITE
- REQUIRES TREE REMOVALS





VOLUNTEER PARK

PROS

- PARKING
- PAVILION
- RESTROOMS
- CONCESSIONS



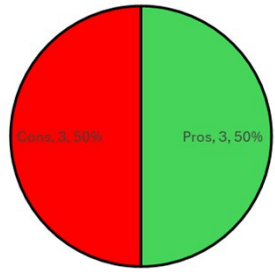
CONS

- VERY SMALL SITE

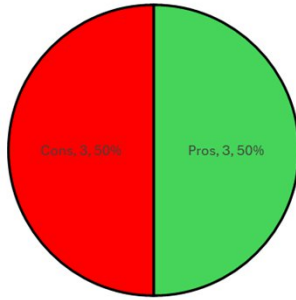


Airport Rd		Ambucs Park Upper		Ambucs Park Lower		Dundee Lake Park	
Pros	Cons	Pros	Cons	Pros	Cons	Pros	Cons
>Space	>Conflict With Walkers	>Parking	>Small Site	>Parking	>Open Restroom Distance	>Restrooms	>Location Off Beaten Path
>Suitable Grade	>No Pavilions	>Large Restroom (NEEDS REMODEL)	>Requires Tree Removal		>Requires Some Grading	>Pavilions	>Distance From Parking
>Close To Parking	>Small 2 Stall Restroom	>Pavilion Access	>Possible Drain Fill Conflict		>Requires Some Tree Removal	>Open Space	>Parking Limited
					>Limited Space		
Total Pros	Total Cons	Total Pros	Total Cons	Total Pros	Total Cons	Total Pros	Total Cons
3	3	3	3	1	4	3	3
Carver Rd. Dog Park		City Park Upper		City Park Lower		Fairmont	
Pros	Cons	Pros	Cons	Pros	Cons	Pros	Cons
>Proximity To Parking		>Parking	>Removal Of 2 Trees			>Large Restrooms	
>Restrooms		>Large Restrooms		>Large Restrooms	>Side Street Parking	>Pavilions	
>Pavilions		>Possible Concession		>Close To Pavilions	>Steps To Access From Parking	>Parking	
>Open Space		>Open Space		>Open Space	>NO ADA ACCESS	>Large Space	
>Fairly Level		>Large Space					
>Large Space							
Total Pros	Total Cons	Total Pros	Total Cons	Total Pros	Total Cons	Total Pros	Total Cons
6	0	5	1	3	3	4	0
Fairmont Garden		Orchard Hill Lower		Orchard Hill Upper		Quarries Edge	
Pros	Cons	Pros	Cons	Pros	Cons	Pros	Cons
>Restroom	>No Pavilion	>Parking	>Small Space	>Parking	>Distance To Restroom	>Restrooms	>Proximity To Major Road
>Large Space	>Parking Across Street	>Pavilions	>Not Flat (Grade)	>Pavilions	>Have To Agree With Orchard Hill	>Space	>Removal Of 1 Tree
	>New Intersection Being Built	>Restrooms	>Have To Agree With Orchard Hill	>Large Space		>Parking	
Total Pros	Total Cons	Total Pros	Total Cons	Total Pros	Total Cons	Total Pros	Total Cons
2	3	3	3	3	2	3	2
Sunny Side City Hall		Thomaston Mill Park		Tyus Park		Volunteer Park	
Pros	Cons	Pros	Cons	Pros	Cons	Pros	Cons
>Pavilion	>No Open Restroom	>Pavilions	>Proximity To Parking	>Parking	>Small Site	>Restrooms	>Very Small Site
>Parking	>Generally Too Small	>Restrooms	>Small Site	>Pavilions	>Proximity To Pond (No Swimming)	>Pavilion	
	>Requires Tree Removal		>Uneven Grade	>Restrooms	>Requires Tree Removal	>Parking	
			>Requires 2 Trees Removed			>Concession	
Total Pros	Total Cons	Total Pros	Total Cons	Total Pros	Total Cons	Total Pros	Total Cons
2	3	2	4	3	3	4	1

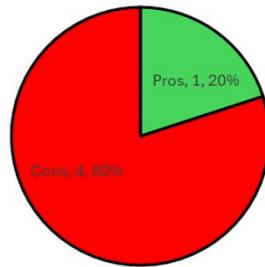
Airport Rd



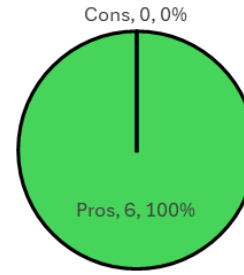
Ambucs Park Upper



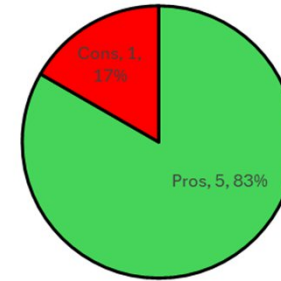
Ambuc Park Lower



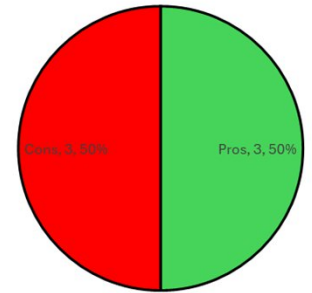
Carver Rd. Dog Park



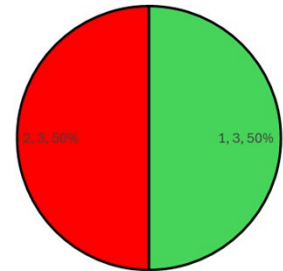
City Park Upper



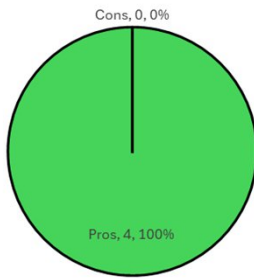
City Park Lower



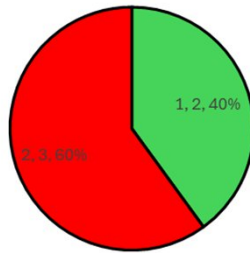
Dundee Lake Park



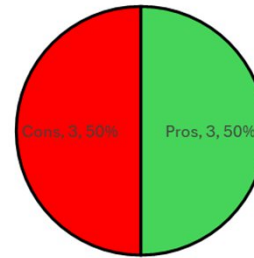
Fairmont



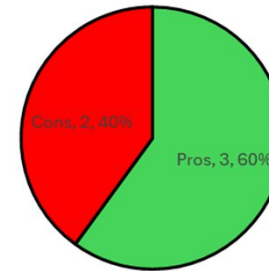
Fairmont Garden



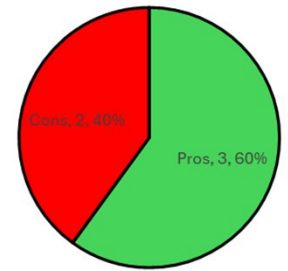
Orchard Hill Lower



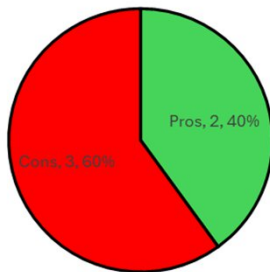
Orchard Hill Upper



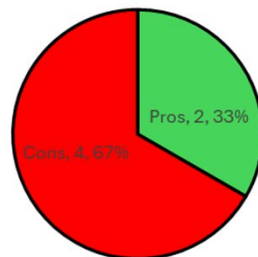
Quarries Edge



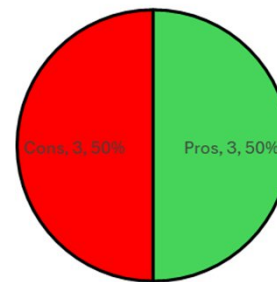
Sunny Side City Hall



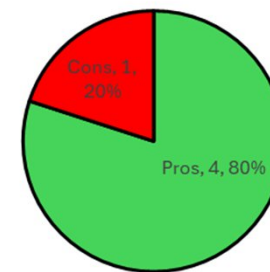
Thomaston Mill Park



Tyus Park



Volunteer Park





BOARD OF COMMISSIONERS - REGULAR MEETING

Consider Approval for Change Orders for Heritage Park Gym

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:

[CR#1 Rock Removal Form.pdf](#)

[CR#2 Unsuitable Soils.pdf](#)

[CR#3 New Domestic Waterline.pdf](#)

Change Request Proposal

Project:
(name and address)

250491 / Heritage Gym
415 Jefferson Street
Griffin, Ga 30223

Change request number:

1001

Description:

Rock Removal from Footings

Customer: Spalding County Brd of Comm

Notice to Proceed

Submitted date:
Received date:
Rough order of magnitude: 0.00

Status: Proposed
Origination date: 02/16/26

Quotation

Submitted date: 02/16/26
Due date:
Submitted amount: 4,658.41
Requested days delay: 0

Revenue Detail

Billing Item	Description	Revenue
10001	Rock Removal from Footings	4,658.41
Total Revenue:		4,658.41

Contractor Pricing

Phase Code / Description	Cost Type	Quantity	UM	Amount
01-1520	Builders' Risk Insurance	O	Other Cost	LS 8.29
01-1510	PMT & Perf. Bonds	O	Other Cost	LS 63.29
Contractor Pricing Total:				71.58

Subcontractor Pricing

Phase Code / Description	Cost Type	Quantity	UM	Amount
31-2210	Grading Subcontractor	S	Subcontractors	1.00 4,365.00
Subcontractor Pricing Total:				4,365.00
Total:				4,436.58
Mark-up:				221.83
Total Contractor Price for CR 1002				4,658.41

Approvals

Customer: Spalding County Brd of Comm

Contractor: Headley Construction Corp.

Authorized Representative: _____

By: _____

Date: _____

Date: _____

ESTIMATE

Echols Land Management

5201 Goolsby Rd.
Monticello GA 31064
nate@echolslandmanagement.com
678-491-1907

TOTAL \$4,365.00

Heritage Park Gym

Estimate# EST-001232
Estimate Date February 16, 2026

#	ITEM & DESCRIPTION	AMOUNT
1	Rock Excavation - Remove Rock from the ground with demolition hammer to allow for concrete contractor to finish digging footers * Mix of Granite and Sandstone * Machine Rental (\$1500) * Delivery (\$550) * Pickup (\$550) * Removal of Rock (15yds @ \$60 per yrd)	\$3,500.00
2	Hauling - Haul away one load of rock waste * Hauling and disposal included * Approx. (15yds @ \$40 per yrd)	\$600.00
3	Labor - Equipment transportation and operation to load rock from footings to be hauled away	\$265.00
Thanks for your business!		Total \$4,365.00

Signatures of the parties on this proposal creates a binding contract for the contractor to perform the described work and the customer to pay the agreed upon total price within the proposal. Email & Text can substitute for physical paper signing once agreement on work, price, and date of service has been made. Any changes in the described work to be performed and payment for same shall be adjusted in formal estimate revision and signed by both parties.

ELM assumes no liability for any unmarked utilities (water, electric, gas, sewage, irrigation, underground fence, etc.) ELM does not provide any permitting, erosion control, or other materials/services that may be required by the county.

Payments can be made with cash, check, or card. For card transactions there will be a 4% processing charge. Payment of the contract price is due immediately upon completion of the described work herein. Unpaid balances accrue interest at 5% per month.

Change Request Proposal

Project:
(name and address)

250491 / Heritage Gym
415 Jefferson Street
Griffin, Ga 30223

Change request number:

1002

Description:

Unsuitable Soils in Footings

Customer: Spalding County Brd of Comm

Notice to Proceed

Submitted date:
Received date:
Rough order of magnitude: 0.00

Status: Proposed
Origination date: 02/16/26

Quotation

Submitted date: 02/16/26
Due date:
Submitted amount: 1,402.01
Requested days delay: 0

Revenue Detail

Billing Item	Description	Revenue
10002	Concrete for footings	1,402.01
Total Revenue:		1,402.01

Contractor Pricing

Phase Code / Description	Cost Type	Quantity	UM	Amount
03-0110	Concrete Subcontractor	1.00	LS	1,313.70
01-1520	Builders' Risk Insurance		LS	2.50
01-1510	PMT & Perf. Bonds		LS	19.05
Contractor Pricing Total:				1,335.25
Total:				1,335.25
Mark-up:				66.76
Total Contractor Price for CR 1003				1,402.01

Approvals

Customer: Spalding County Brd of Comm

Contractor: Headley Construction Corp.

Authorized Representative:

By:

By:

Date:

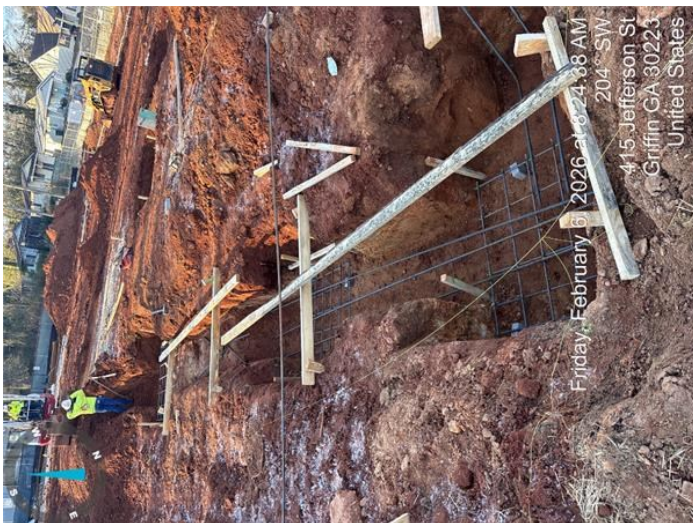
Date:

Client:Spalding County Board of Commisioners
119 E Solomon St
Griffin, GA 30223**Project:**253023.10
Heritage Park Event Center
North Third Street
Griffin, GA 30223**Representative:** Desmond Johnson**Activity Date:** 02/06/2026**Weather:** Partly Cloudy**Temperature (F degrees):** 33 to 50**Drawing/Sheet Number(s):** S-1**Date of Drawing:** 05/10/2025**Design Bearing Pressure (psf):** 3000**Location:** Building pad footings**Aspects Evaluated:**☒ Available Bearing Pressure ☒ Dimensions of Foundation Excavations ☒ Cleanliness of Excavations**In order to achieve the design bearing pressure, the following remedial measures are recommended:**

Contractors had one spot on the south line t needed remediation. Contractors were advised to cut the area an additional 18 inches and replace with extra concrete, GAB, or any open-graded stone material.

Geo-Hydro representative observed the implementation of the recommended remedial measures:☒ Yes ☐ No ☐ No remedial measures were recommended.

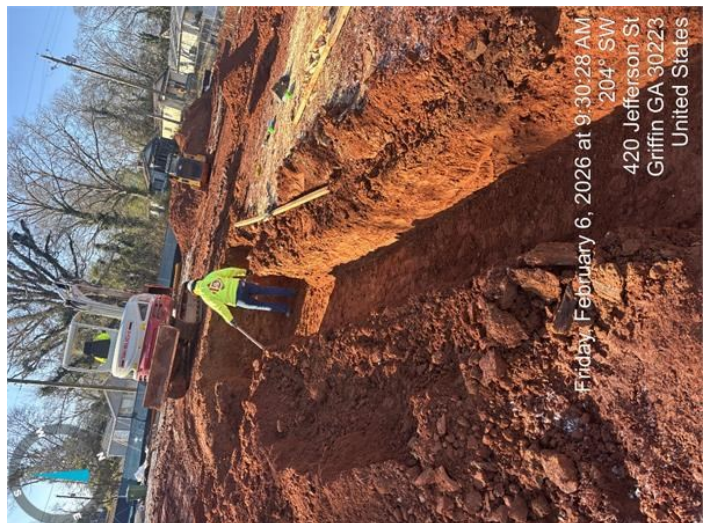
Any loose or softened soils resulting from further construction activities or exposure to the elements must be removed from the excavations just prior to concrete placement.

Discrepancy Observed:☐ Yes ☒ No

Footing Evaluation Report

Client:
Spalding County Board of Commisioners
119 E Solomon St
Griffin, GA 30223

Project:
253023.10
Heritage Park Event Center
North Third Street
Griffin, GA 30223



Footing Evaluation Report

Client:Spalding County Board of Commisioners
119 E Solomon St
Griffin, GA 30223**Project:**253023.10
Heritage Park Event Center
North Third Street
Griffin, GA 30223

Footings were tested utilizing hand probing with a smooth small diameter steel rod and dynamic cone penetrometer testing (STP-399). Penetration resistance was evaluated in accordance with ASTM STP-399. The penetration resistance is the number of blows of a hammer weight 15 lbs. falling 20 inches to drive a 1.5 inch diameter cone 1.75 inches.

69' 11" x 2' 4" x 18" = 9.06 yards of concrete to fill in the area we over cut.
9.06 yards of concrete at \$145.00 per yard equals \$1313.70.

This Report has been accepted by the
following Geo-Hydro staff member, Khahlil
Williams on 02/11/2026.

CUSTOMER HEADLEY CONSTR CORP
CUSTOMER NO. 14477
ATTENTION SHELBY CARLSON

SALES REP. Mike Creel
PHONE +1 6788500857
EMAIL mcreel@argos-us.com

PROJECT
 HERITAGE PARK GYM

QUOTE NO. Q-126560
DATE QUOTED 10/09/2025
QUOTE EXPIRATION 11/08/2025

ADDRESS
 415 JEFFERSON STREET
 GRIFFIN, GA
 30223

Mix ID	PSI	Item Description	W/C	Slump	Price per CY
30CNC160	3000	INTERIOR SLAB ON GRADE	0.58		\$139.00
30JNC610SP	3000	METAL PAN STAIR & LANDINGS, SMALL LINE PUMP	0.55		\$147.00
35JNC525	3500	INTERIOR SUSPENDED SLABS	0.54		\$142.00
40CAC848	4000	EXTERIOR SOG, WALLS	0.49		\$145.00
40CNC180	4000	FOOTINGS, WALLS, GRADE BEAMS,SOMD - NW,	0.48		\$145.00

ASSOCIATED ITEMS

Mix ID	PSI	Item Description	W/C	Slump	Price per CY
ECY		ENVIRONMENTAL FEE PER CYD	0.00		\$0.00
FC1		FUEL FEES PER CYD	0.00		\$0.00
ZML		MIN LOAD NO CHARGE	0.00		\$0.00

PRICE ESCALATIONS

Effective Date	Amount
April 1, 2026	\$10.00

PRICE INCREASES

Effective Date	Amount
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Change Request Proposal

Project:
(name and address)

250491 / Heritage Gym
415 Jefferson Street
Griffin, Ga 30223

Change request number:

1004

Description:

Domestic Waterline

Customer: Spalding County Brd of Comm

Notice to Proceed

Submitted date:
Received date:
Rough order of magnitude: 0.00

Status: Proposed
Origination date: 02/17/26

Quotation

Submitted date: 02/17/26
Due date:
Submitted amount: 64,422.57
Requested days delay: 0

Revenue Detail

Billing Item	Description	Revenue
10003	Domestic Waterline	64,422.57
Total Revenue:		64,422.57

Contractor Pricing

Phase Code / Description	Cost Type	Quantity	UM	Amount
33-1113	M Materials	1.00		23,199.85
01-1520	Builders' Risk Insurance		LS	114.69
01-1510	PMT & Perf. Bonds		LS	875.29
Contractor Pricing Total:				24,189.83

Subcontractor Pricing

Phase Code / Description	Cost Type	Quantity	UM	Amount
31-2210	S Subcontractors	1.00		37,165.00
Subcontractor Pricing Total:				37,165.00
Total:				61,354.83
Mark-up:				3,067.74
Total Contractor Price for CR 1004				64,422.57

Approvals

Customer: Spalding County Brd of Comm

Authorized Representative: _____

By: _____

Date: _____

Contractor: Headley Construction Corp.

By: _____

Date: _____

ESTIMATE

Echols Land Management

5201 Goolsby Rd.
Monticello GA 31064
nate@echolslandmanagement.com
678-491-1907

TOTAL \$48,465.00

Heritage Park Gym

Estimate# EST-001225
Estimate Date February 02, 2026

#	ITEM & DESCRIPTION	AMOUNT
1	Change Order - 2" Water Line * 2" Copper Type K Copper * 2" Tap (Price for 8" tap and under) * Excavation Included * Concrete patch included * Meter set * Plates for temporary road opening * GAB * Saw cuts * Concrete will be left two inches low and plates will remain until time of asphalt installation	\$27,125.00
2	Change Order - Traffic Control * If city doesn't shut the road down this would be applied * \$1500 for 5 days	\$7,500.00
3	Change Order - Sewer change * Additional 40ft of 6" * Add 45 bend with additional cleanout	\$4,890.00
4	Change Order - Manhole Repair * Existing sewer manhole has no bricked inverts and appears to have no bands on rubber boots * Repair would included building inverts in manhole (\$3500) * Repair would also include digging around the outside of the manhole to install bands on existing pipes (\$1200)	\$5,150.00

Total \$37,165.00



DELTA

MUNICIPAL SUPPLY

Quote

408 Jesse Cronin Road
Braselton, GA 30517

Date	Quote #
1/13/2026	16998

Bill To
Headley Construction

Ship To

Your No.	Terms	Rep	FOB	Ship Via
	COD	H		

Quantity	Description	Unit Price	Total
1	6" Neptune HP Protectus III Fireline Meter Assy. E-Coder)R900i V5 GAL	19,150.00	19,150.00T
1	2" Neptune Mach 10)R900i V5 Ultrasonic Meter	1,855.00	1,855.00T
1	1730-18 Polymer Concrete Box	350.00	350.00T
	SHIPPING CHARGE	350.00	350.00
	Hertiage Park Gym michael@headleyconstruction.com		

	Subtotal	\$21,705.00
	Sales Tax (7.0%)	\$1,494.85
	Total	\$23,199.85

WE APPRECIATE YOUR BUSINESS! Please contact our office with any questions regarding this quote.
Pricing Subject to Change. Standard Quotes are valid for 30 Days. Copper Quotes are valid for 24 hours.

Phone: 770-277-0211 Fax: 770-277-2412 Toll Free: 1-800-273-0574

"We Supply Service"

Consider Approval of the Phase 1 Results for the Storm Water Utility Implementation

Requesting Agency

Spalding County Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:



Consider Approval to contract with Lyndsey Engineering for Phase 2 of the Storm Water Utility Implementation, including establishing a target start date for Storm Water Fee collection of January 1, 2027.

Requesting Agency

Spalding County Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:



Consider Letter of Support to Senator Ossoff, Senator Warnock, and Representative Jack for Griffin-Spalding Regional Airport.

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:

[Support Letter for Regional Airport - March 2, 2026.pdf](#)



BOARD OF COMMISSIONERS

Clay Davis, CHAIRMAN
James R. Dutton, VICE CHAIRMAN
Gwen Flowers-Taylor
Ryan Bowlden
Reginald Watts

COUNTY MANAGER
Steve Ledbetter

COUNTY ATTORNEY
Stephanie Windham

DEPUTY COUNTY MANAGER
Erica Dye

March 2, 2026

Office of U.S. Senator Jon Ossoff
Russell Senate Office Building
Washington, DC 20510

Office of U.S. Senator Raphael Warnock
Russell Senate Office Building
Washington, DC 20510

Office of Representative Brian Jack
U.S. House of Representatives
Washington, DC 20515

Dear Senator Ossoff, Senator Warnock, and Representative Jack:

On behalf of the Spalding County Board of Commissioners, this letter is submitted in support of the Griffin-Spalding Airport Authority's request for additional funding for the construction of the Regional Griffin-Spalding County Airport.

Upon completion, this project will significantly enhance the economic vitality of Griffin and Spalding County by strengthening workforce development opportunities and supporting long-term regional growth. The new airport will play a critical role in meeting the transportation and infrastructure needs of existing and future industries throughout the area.

The Spalding County Board of Commissioners has formally approved a resolution supporting the construction of the Regional Griffin-Spalding County Airport, which is attached for your reference. The strategic location of the airport, combined with the planned increase in runway length, will substantially improve general aviation capabilities and better serve the industrial parks and surrounding properties located in close proximity to the proposed site.

Your support for this important project would be instrumental in advancing economic development, improving aviation infrastructure, and positioning Spalding County for continued growth. Any assistance you are able to provide is sincerely appreciated.

Thank you for your consideration and continued service to the citizens of Georgia.

Sincerely,

Clay Davis, Chairman
On behalf of the
Spalding County Board of Commissioners

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SPALDING COUNTY, GEORGIA RECOGNIZING THE IMPORTANCE OF A NEW GENERAL AVIATION AIRPORT TO BE BUILT IN SPALDING COUNTY; AND FOR OTHER PURPOSES.

WHEREAS, in October of 2014 Spalding County entered into a Memorandum of Agreement between the City of Griffin, Spalding County, the Griffin Spalding County Airport Authority and the Federal Aviation Administration regarding the construction of a replacement airport to enhance civil aviation through improvements to safety, better efficiency, and increased capacity and to better meet the aviation needs of the community; and

WHEREAS, the current runway length and airport design of the Griffin Spalding County Airport known as 6 Alpha 2 are insufficient to support the community's current and prospective aviation, workforce, and economic development needs; and

WHEREAS, the current Griffin Spalding County Airport known as 6 Alpha 2 is geographically constrained by residential and commercial development and is not suitable for expansion; and

WHEREAS, the Board of Commissioners of Spalding County believes it is in the best interests of the citizens, to include industries located in our industrial parks, to construct a new airport in Spalding County as intended by the aforesaid Memorandum of Agreement; and

WHEREAS, the funding as anticipated through local funds, Airport Improvement Program grant, and state matching funds appears to be inadequate for the current cost of constructing a new Griffin Spalding County Airport due to rising construction costs and other factors beyond the control of the Airport Sponsors;

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

Section 1. The constraints present at the current Griffin Spalding County Airport known as 6 Alpha 2 necessitate the need to build a new Griffin Spalding County Airport to enhance civil aviation through improvements to safety, better efficiency, and increased capacity and to better meet the aviation, workforce, and economic development needs of the community.

Section 2. The cost to construct the new Griffin Spalding County Airport exceeds the funds available through local, state, and Federal Aviation Administration grants and funding.

Section 3. The Spalding County Board of Commissioners joins with the Griffin Spalding County Airport Authority in seeking additional funding from the State of Georgia and the United States Congress by and through our State and Federal elected officials.

Section 3. This resolution shall be effective as of Marcy 6, 2023.

This 6th day of March, 2023.

2023-RES-007

SPALDING COUNTY, GEORGIA

By: Clay Davis
Clay Davis, Chairman, Board of Commissioners
of Spalding County, Georgia

(SEAL)

By: Kathy Gibson
Kathy Gibson, County Clerk,
Board of Commissioners of
Spalding County, Georgia



Consider Approval of 2026 TSPLOST Resurfacing Award to C.W Matthews Contracting Co Inc.

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 Award Recommendation 02.26.2026.pdf](#)

February 26, 2026

Dr. Steve Ledbetter
Spalding County
P.O. Box 1087
Griffin, GA 30224

Re: 2026 Spalding County TPLOST Resurfacing Project

Dr. Ledbetter:

LJA Engineering, Inc. (LJA) has reviewed the bids submitted on February 26, 2026, for the 2026 Spalding County TSPLOST Resurfacing Project. The bid responses received meet the requirements outlined in the Request for Proposals and related addenda. The table below summarizes the bids received:

Paving Contractor	Total Construction
Blount Construction Company, Inc.	\$6,483,005.11
CW Matthews Contracting Co., Inc.	\$5,496,217.40
East Coast Grading	\$6,631,158.92
E. R. Snell Contractor, Inc.	\$5,834,298.75
McLeRoy, Inc.	\$6,252,972.60
Summit Construction & Development LLC	\$6,463,676.91

LJA recommends that Spalding County award the 2026 TSPLPOST Resurfacing Project to CW Matthews Contracting Co., Inc. in the amount of \$5,496,217.40.

A copy of the detailed bid results is attached. Please feel free to call if you have any questions concerning this matter.

Sincerely,

LJA ENGINEERING, INC.



Brian K. Upson, P.E.
Sr. Vice President

Enclosures (1)

SPALDING COUNTY
2025 TSPLOST RESURFACING PROJECT
BID RESULTS
2026-008
FEBRUARY 26, 2026

				Blount Construction Company, Inc.		CW Matthews Contracting Co., Inc.		East Coast Grading		E.R. Snell Contractor, Inc.	
Item	Description	Unit	Estimated Quantity	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
ROAD RESURFACING											
1	PAYMENT & PERFORMANCE BONDS	LS	1	\$43,889.82	\$43,889.82	\$15,007.39	\$15,007.39	\$35,000.00	\$35,000.00	\$16,000.00	\$16,000.00
2	MOBILIZATION	LS	1	\$153,399.78	\$153,399.78	\$259,219.82	\$259,219.82	\$50,000.00	\$50,000.00	\$86,600.00	\$86,600.00
3	TRAFFIC CONTROL	LS	1	\$297,665.00	\$297,665.00	\$173,701.38	\$173,701.38	\$200,000.00	\$200,000.00	\$355,100.00	\$355,100.00
4	ASPHALTIC CONCRETE OPEN GRADED CRACKED RELIEF INTERLAYER, GP BLEND, INCL BITUM MATL & H LIME	TN	17,313	\$130.60	\$2,261,077.80	\$109.18	\$1,890,233.34	\$135.00	\$2,337,255.00	\$123.00	\$2,129,499.00
5	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TP II, GP 2, INCL BITUM MATL & H LIME (165 LBS/SY)	TN	26,188	\$110.17	\$2,885,131.96	\$91.90	\$2,406,677.20	\$120.00	\$3,142,560.00	\$95.45	\$2,499,644.60
6	BITUMINOUS TACK COAT	GAL	49,717	\$2.95	\$146,665.15	\$2.29	\$113,851.93	\$5.00	\$248,585.00	\$2.15	\$106,891.55
7	ASPHALT MILLING (1-INCH DEPTH)	SY	56,023	\$2.28	\$127,732.44	\$1.78	\$99,720.94	\$2.00	\$112,046.00	\$1.80	\$100,841.40
8	SHOULDER BUILDING, INCLUDING GRASSING (CONTRACTOR TO PROVIDE FILL MATERIAL)	LM	15.81	\$19,809.21	\$313,183.61	\$17,412.96	\$275,298.90	\$16,000.00	\$252,960.00	\$16,600.00	\$262,446.00
9	THERMOPLASTIC PAVEMENT MARKING, 24" WHITE STOP BAR	EA	50	\$206.00	\$10,300.00	\$150.00	\$7,500.00	\$103.95	\$5,197.50	\$159.00	\$7,950.00
10	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 INCH, WHITE	LM	43.23	\$2,719.20	\$117,551.02	\$2,850.00	\$123,205.50	\$2,772.00	\$119,833.56	\$3,020.00	\$130,554.60
11	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 INCH, YELLOW	LM	39.96	\$2,719.20	\$108,659.23	\$2,850.00	\$113,886.00	\$2,772.00	\$110,769.12	\$3,020.00	\$120,679.20
12	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 INCH, YELLOW	GLM	2.17	\$2,447.28	\$5,310.60	\$2,000.00	\$4,340.00	\$2,772.00	\$6,015.24	\$2,120.00	\$4,600.40
13	THERMOPLASTIC PAVEMENT MARKING, ARROW, TYPE 2, WHITE	EA	6.00	\$97.85	\$587.10	\$100.00	\$600.00	\$52.50	\$315.00	\$106.00	\$636.00
14	THERMOPLASTIC GORE STRIPING, YELLOW (GREEN VALLEY ROAD AT SR 16, NORTH & SOUTH OF THE INTERSECTION)	LS	1.00	\$1,287.50	\$1,287.50	\$1,125.00	\$1,125.00	\$1,575.00	\$1,575.00	\$1,190.00	\$1,190.00
15	THERMOPLASTIC GORE STRIPING, WHITE (GREEN VALLEY ROAD AT GREEN VALLEY BLVD)	LS	1.00	\$875.50	\$875.50	\$425.00	\$425.00	\$525.00	\$525.00	\$451.00	\$451.00
16	THERMOPLASTIC GORE STRIPING, WHITE (GREEN VALLEY ROAD AT CATERPILLAR DRIVEWAY)	LS	1.00	\$1,287.50	\$1,287.50	\$825.00	\$825.00	\$525.00	\$525.00	\$875.00	\$875.00
17	THERMOPLASTIC GORE STRIPING, WHITE (GREEN VALLEY ROAD AT BOYD'S CROSSING ROAD)	LS	1.00	\$1,030.00	\$1,030.00	\$1,400.00	\$1,400.00	\$735.00	\$735.00	\$1,490.00	\$1,490.00
18	THERMOPLASTIC GORE STRIPING, WHITE (VINEYARD ROAD AT BURGUNDY DRIVE)	LS	1.00	\$1,287.50	\$1,287.50	\$1,200.00	\$1,200.00	\$262.50	\$262.50	\$1,270.00	\$1,270.00
19	ADJUST SEWER MANHOLE TO GRADE	EA	20	\$304.18	\$6,083.60	\$400.00	\$8,000.00	\$350.00	\$7,000.00	\$379.00	\$7,580.00
			TOTAL CONSTRUCTION =		\$6,483,005.11		\$5,496,217.40		\$6,631,158.92		\$5,834,298.75

				McLeRoy, Inc.		Summit Construction & Development LLC	
Item	Description	Unit	Estimated Quantity	Unit Price	Item Total	Unit Price	Item Total
ROAD RESURFACING							
1	PAYMENT & PERFORMANCE BONDS	LS	1	\$88,000.00	\$88,000.00	\$75,946.41	\$75,946.41
2	MOBILIZATION	LS	1	\$21,000.00	\$21,000.00	\$64,000.00	\$64,000.00
3	TRAFFIC CONTROL	LS	1	\$348,000.00	\$348,000.00	\$561,776.00	\$561,776.00
4	ASPHALTIC CONCRETE OPEN GRADED CRACKED RELIEF INTERLAYER, GP BLEND, INCL BITUM MATL & H LIME	TN	17,313	\$121.55	\$2,104,395.15	\$120.00	\$2,077,560.00
5	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TP II, GP 2, INCL BITUM MATL & H LIME (165 LBS/SY)	TN	26,188	\$109.65	\$2,871,514.20	\$105.00	\$2,749,740.00
6	BITUMINOUS TACK COAT	GAL	49,717	\$6.00	\$298,302.00	\$6.00	\$298,302.00
7	ASPHALT MILLING (1-INCH DEPTH)	SY	56,023	\$1.25	\$70,028.75	\$2.50	\$140,057.50
8	SHOULDER BUILDING, INCLUDING GRASSING (CONTRACTOR TO PROVIDE FILL MATERIAL)	LM	15.81	\$12,000.00	\$189,720.00	\$12,500.00	\$197,625.00
9	THERMOPLASTIC PAVEMENT MARKING, 24" WHITE STOP BAR	EA	50	\$300.00	\$15,000.00	\$150.00	\$7,500.00
10	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 INCH, WHITE	LM	43.23	\$2,750.00	\$118,882.50	\$3,000.00	\$129,690.00
11	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 INCH, YELLOW	LM	39.96	\$2,750.00	\$109,890.00	\$3,000.00	\$119,880.00
12	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 INCH, YELLOW	GLM	2.17	\$2,000.00	\$4,340.00	\$2,000.00	\$4,340.00
13	THERMOPLASTIC PAVEMENT MARKING, ARROW, TYPE 2, WHITE	EA	6.00	\$250.00	\$1,500.00	\$100.00	\$600.00
14	THERMOPLASTIC GORE STRIPING, YELLOW (GREEN VALLEY ROAD AT SR 16, NORTH & SOUTH OF THE INTERSECTION)	LS	1.00	\$2,800.00	\$2,800.00	\$1,500.00	\$1,500.00
15	THERMOPLASTIC GORE STRIPING, WHITE (GREEN VALLEY ROAD AT GREEN VALLEY BLVD)	LS	1.00	\$900.00	\$900.00	\$750.00	\$750.00
16	THERMOPLASTIC GORE STRIPING, WHITE (GREEN VALLEY ROAD AT CATERPILLAR DRIVEWAY)	LS	1.00	\$900.00	\$900.00	\$1,000.00	\$1,000.00
17	THERMOPLASTIC GORE STRIPING, WHITE (GREEN VALLEY ROAD AT BOYD'S CROSSING ROAD)	LS	1.00	\$900.00	\$900.00	\$1,500.00	\$1,500.00
18	THERMOPLASTIC GORE STRIPING, WHITE (VINEYARD ROAD AT BURGUNDY DRIVE)	LS	1.00	\$900.00	\$900.00	\$1,250.00	\$1,250.00
19	ADJUST SEWER MANHOLE TO GRADE	EA	20	\$300.00	\$6,000.00	\$1,533.00	\$30,660.00
			TOTAL CONSTRUCTION =		\$6,252,972.60		\$6,463,676.91

Consider a new recommendation on Motorcoach Fees from the Parks and Leisure Services Advisory Commission.

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

At their February 12, 2026 Regular Meeting, the Parks and Leisure Services Advisory Commission passed the following motion:

- *Motion/Second by Simmons/Davis to recommend to the Board of Commissioners the Motorcoach User Fees as presented (5-2, Flowers-Taylor, Phelps).*

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

Approval

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

ATTACHMENTS:



BOARD OF COMMISSIONERS - REGULAR MEETING

Approval of No Through Trucks - Permit Requirement

Requesting Agency
Spalding County Board of

Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:

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

[Sec. 6 2007. __Pulpwood_and_logging_operations__permit_required_to_cross_county_ditches..docx](#)

[RIGHT OF WAY TRAVEL PERMIT - Proposed rules.docx](#)

[Exception Permit to Approved Truck Route Policy - proposed by public works.docx](#)

SPALDING COUNTY, GEORGIA
TRAFFIC REGULATION ORDINANCE
ORDINANCE NO. _____

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

Clay W. Davis, Chairperson

Steve Ledbetter, County Clerk

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.

(Ord. of 3-12-85, § 1; Ord. No. 2023-ORD-004, 8-21-23)

RIGHT OF WAY TRAVEL PERMIT as related to Sec. 6-2007:

To be secured by any owner, contractor, or logging contractor that is utilizing a construction entrance or entering the ROW from a project that is commercial construction or housing development of more than 4 residential structures in one location.

-A Construction entrance permit (6-4005) or Driveway Permit (4-1028) must first be obtained and issued prior to the issuance of a Right of Way Travel Permit.

-Right of Way Permits will pertain to all commercial truck traffic (pursuant to 6-2004) entering and exiting the permitted development or logging operation.

~~-Logging operations must have a current bond on file with Spalding County.~~

-The permit and accompanying approved travel route signage must be prominently displayed at each permitted driveway.

-The permit will include signage that describes the approved route of travel for all truck traffic. One double-sided sign per driveway will be required. The sign is included in the initial permit fee, additional signs for additional driveways or replacements are available at an additional cost.

-IT WILL BE THE RESPONSIBILITY OF THE PERMIT HOLDER TO INFORM DRIVERS OF THE APPROVED TRAVEL ROUTE TO INCLUDE NOTIFYING THEM OF THE PERMIT NUMBER AND EXPIRATION DATE. THE PERMIT HOLDER WILL BE RESPONSIBLE FOR DAMAGE RELATED TO VEHICLES LEAVING THEIR DEVELOPMENT. TRUCKS VIOLATING THE PERMIT WILL BE ISSUED CITATIONS. Upon notification of violations, Public Works will issue stop work orders accordingly until satisfied that the appropriate measures have been taken to ensure the routes are followed and/or damage has been mitigated.

Permit Cost = \$175

Additional Driveway Sign = \$50

Note: Normal driveway issuance permit fees, driveway inspection fees, driveway re-inspections, and illegal driveway fines are not affected by this policy.

DRAFT 9.1.23 per TJ

APPROVED TRUCK ROUTES AND TRUCK ROUTE EXEMPTION PERMITS

Approved truck routes will be clearly marked with Truck Route Signage. In some cases, the signage will indicate a specific destination where travel is allowed.

Approved truck routes will be designated by the Public Works Director ~~or designee and then submitted to the County Manager for review.~~

Truck routes will be designated that directly support Spalding County-based businesses and locations.

Issuing a special Route of Travel Permit on a non-travel route can be granted by the Public Works Director ~~or designee.~~ Permits must include an expiration date, designation of a specific road(s) ~~(for 90-day permits), individual truck information, and comply with the~~ existing fee structure. ~~The purpose for an exemption must be directly related to a Spalding County business or business related directly to the operation of the Spalding County government.~~

Permit holders are responsible for any specific damage to the roadway caused by the misuse of the roadway.

Road exemption permits are limited to vehicles with 10 wheels or fewer ~~or vehicles used to haul cut timber.~~

Permits must always be ~~affixed and~~ visible in the windshield of the vehicle.

The permit shall be produced if requested by any authorized Spalding County employee ~~or law enforcement agency. The permit must be affixed to the vehicle and presented upon request on site.~~

~~Commercial and residential delivery routes are governed by appropriate local and state ordinances indicating the shortest route/distance to and from the delivery location to the nearest state highway.~~

Exemption permits can be issued to address county-wide emergencies as designated by the Public Works Director. Normal fees will apply unless waived by the County Manager.

Fee Schedule:

Road Exemption Permit up to 90 days –

~~\$50.00~~ ~~\$150.00 per truck per company (15 trucks or less trucks)~~

~~\$100.00 per company (16 trucks to 30 trucks)~~

Plus ~~\$2.50~~ ~~\$5.00~~ per permit (truck) for printing

Road Exemption Permit Annual-

~~\$250.00~~ ~~\$500 per company truck (15 trucks or less)~~

~~\$500.00 per company (16 trucks or more) At the discretion of the Public Works Director~~

Plus ~~\$2.50~~ ~~\$5.00~~ per permit (truck) for printing

Daily Permits per truck will be \$20.00 plus ~~\$2.50~~ ~~\$5.00~~ for printing.

Permits shall be secured and renewed annually at the Spalding County Public Works office.

Trucks without proof of permit upon request will be subject to applicable local and state no-through truck ordinances.

The following roads and destinations shall be marked as Truck Routes. Updates to this list must correspond to the route being marked with Truck Route signage. Updates shall be made by the Public Works Director, unless otherwise instructed by the County Manager.

The list below was updated in September 2023

- (1) Macon Road, from the city limit of the City of Griffin south to the Lamar County line. For ARI traffic only
- (2) Johnston Road from Macon Road to Janet St. For ARI traffic only
- (3) Janet Street from Johnston Road to Swint Road For ARI traffic only
- (4) Swint Road from Janet Street to Macon Road For ARI traffic only
- (5) John Jones Junior Road from Macon Hwy to Green Gate Farms
- (6) Rover Zetella Road from Hwy 362 to Hwy 16
- (7) Moreland Road from 41 Hwy to a distance of 1500 Ft to the west for rock quarry
- (8) Carver Road from Hwy 362 to Odell Road
- (9) Odell Road from Carver Road to Hwy 41
- (10) Odell Industrial Way in its entirety
- (11) Industrial Drive from Kalamazoo Drive to Carver Road
- (12) Kalamazoo Drive from Hwy 41 to Carver Road
- (13) Kell Lane in its entirety
- (14) Aerodrome Way from Carver Road to Blanton Road
- (15) Blanton Road from Hwy 362 to Aerodrome way
- (16) Airport Road from Hwy 41 to City of Griffin Limits
- (17) South Pine Hill Road from Hwy 362 South to Dead End
- (18) Pine Hill Court
- (19) Carver Road from Hwy 362 to Pinebrook Dr
- (20) Justice Boulevard from Meriwether Street to Southern Drive
- (21) Southern Drive from Justice Blvd West to Dead End
- (24) Bailey Jester Road from Hwy 16 to Pine Ridge Landfill
- (25) Wild Plum Road from Hwy 16 to High Falls Road
- (26) High Falls Road from Wild Plum Road to Tanglewood Trail
- (27) All roadways within the Green Valley Industrial Park

- (28) Rehoboth Road from Hwy 16 to Crouch Road
- (29) Green Valley Road from Futural Road to 6th Street
- (30) Boyds Crossing Road
- (31) Green Valley Blvd from Green Valley Road to Rehoboth Road
- (32) Hudson Road from Old Macon Road East to Dead End
- (33) Wilson Road from Hwy 16 South 2400 ft
- (34) Wilson Road from Hwy 16 to Searcy Road
- (35) High Falls Road from City of Griffin Limits to Church Street
- (36) Church Street from High Falls Road to Whitten Ave
- (37) Whitten Ave from Church Street to Second Street
- (38) Second Street from Whitten Ave to Cascade Ave
- (39) East McIntosh from Old Atlanta to North Hill Street
- (40) Glenwood Road from Hwy 19/41 to Old Atlanta Road
- (41) Old Atlanta Road from Glenwood Road to Rider Road
- (42) Manley Road from Hwy 19/41 to Old Atlanta Road
- (43) Malier Road from Hwy 19/41 to Old Atlanta Road
- (44) 85 Connector from Hwy 16 to Fayette County Line
- (45) Buckeye Road from Hwy 16 to commercial driveway
- (46) Shoal Creek Road from Hwy 16 to Entrance of Shoal Creek Landfill
- ~~(47) Jackson Road from County Line to Wallace Road~~

DRAFT 9.1.23 BY TJ 11/15/24