



Agenda
Board of Commissioners - Extraordinary
Session September 15, 2025
6:00 PM
Room 108, Spalding County Annex Building
119 E. Solomon Street
Griffin, GA 30223

I. OPENING (CALL TO ORDER)

PLEASE SILENCE YOUR CELL PHONES AND ALL OTHER ELECTRONIC DEVICES.

II. INVOCATION

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

III. PLEDGE TO THE FLAG

1. Commissioner James Dutton to lead the Pledge to the Flag

IV. PRESENTATION OF FINANCIAL STATEMENTS

1. Consider Approval of Financial Statements as of August 31, 2025

V. PRESENTATIONS/PROCLAMATIONS

1. Rachael Holloman, MS, LPC, Director of Suicide Prevention at the Georgia Department of Behavioral Health and Developmental Disabilities (DBHDD), will deliver a presentation on suicide prevention.
2. Presentation of 30 Year Service Award to Jonathan Nelms, Chief Probation Officer.
3. Presentation of Valor Awards to Sheriff's Deputy Gray and Fire Lieutenant Fetters for the Dundee Lake rescue along with Life Safety Awards.
4. Recognition of Commission Chair Clay Davis
5. Consider approval of a Joint Proclamation by the City of Griffin and Spalding County honoring the recipient of the Exchange Club "Man of the Year" award for 2024. This item is presented Nunc Pro Tunc to formally recognize and document the proclamation issued in honor of the award recipient.

VI. CITIZEN COMMENTS

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

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

VII. MINUTES

1. Consideration of the minutes from the September 2, 2025, Board of Commissioners Workshop and the September 2, 2025, Board of Commissioners Regular Meeting.

VIII. CONSENT AGENDA

1. Consider Approval of 2nd reading of the Budget Amendments for the FY 2025 Encumbrances.
2. 2nd reading Division 1: Laws of Local Application, Part II - Board of Commissioners Chapter 1 General Provisions
3. Second Reading and Ordinance for Rezoning for 0 High Falls Road, Alan R. Mobley / Montana Property Group LLC, 0 High Falls Road, Griffin, Georgia 30223; located in Land Lot 209 of the 2nd Land District, Parcel No. 121 01008, and 115 Alicia Circle, Alan R. Mobley / Montana Property Group LLC, 115 Alicia Circle, Griffin, Georgia 30223; located in Land Lot 208 of the 2nd Land District, Parcel No. 120 02016.
4. Second Reading and Ordinance for Rezoning for 2825 AKB Parkway, High Falls LLC, 2825 AKB Parkway, Griffin, Georgia 30223; located in Land Lot 0 of the 3rd Land District, Parcel No. 218 02005D, and 0 Tomochichi Road, High Falls LLC, 0 Tomochichi Road, Griffin, Georgia 30223; located in Land Lot 80 of the 3rd Land District, Parcel No. 218 02006E.
5. Second Reading and Ordinance for Rezoning for 7 Crouch Road, Newton Crouch et. al., 7 Crouch Road, Griffin, Georgia 30223; located in Land Lot 244 of the 2nd Land District, Parcel No. 221 01035.
6. Second Reading and Ordinance for Rezoning for 212 Manley Road, Manley Road Investment Group LLC, 212 Manley Road, Griffin, Georgia 30223; located in Land Lot 103 of the 3rd Land District, Parcel No. 242A01005.
7. Second Reading and Ordinance for Rezoning for 2890 Arthur K Bolton Pkwy, High Falls 16, LLC, 2890 Arthur K Bolton Pkwy, Griffin, Georgia 30224; located in Land Lot 80 of the 3rd Land District, Parcel No. 218 02004, and 2912 Arthur K Bolton Pkwy, High Falls 16, LLC, 2912 Arthur K Bolton Pkwy, Griffin, Georgia 30224; located in Land Lot 81 of the 3rd Land District, Parcel No. 218 02001A, and 2932 Arthur K Bolton Pkwy, High Falls 16, LLC, 2932 Arthur K Bolton Pkwy, Griffin, Georgia 30224; located in Land Lot 81 of the 3rd Land District, Parcel No. 218 02001B, and 0 High Falls Road, High Falls 16, LLC, 0 High Falls Road, Griffin, Georgia 30224; located in Land Lots 79 and 80 of the 3rd Land District, (a portion of) Parcel No. 218 02010, consisting of 11.59 acres.

IX. NEW BUSINESS

1. Consider an out of state motor coach request.
2. Consideration of Street Light District for Crestwick Subdivision Phase Two.
3. Consider Resolution Declaring Official Intent to Reimburse for Spalding County Sheriff's Office vehicles
4. Update on code enforcement activities at School Road and Bleachery / Railroad properties.
5. Consider request for Reconciliation of Leasing Revenues owed to the Spalding County Water & Sewerage Facilities Authority (SCWA) regarding the Williamson Road Communications Tower.

X. REPORT OF COUNTY MANAGER

XI. REPORT OF ASSISTANT COUNTY MANAGER

XII. REPORT OF COMMISSIONERS

XIII. ADJOURNMENT



**BOARD OF COMMISSIONERS - EXTRAORDINARY
SESSION**

**Commissioner Gwen Flowers-Taylor to deliver the
invocation.**

Requesting Agency
Spalding County

Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:



**BOARD OF COMMISSIONERS - EXTRAORDINARY
SESSION**

**Commissioner James Dutton 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 - EXTRAORDINARY
SESSION**

**Consider Approval of Financial Statements as of August 31,
2025**

**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

Two months ended on August 31, 2025, and is 16.67% of the budget year. General Fund revenues are 9. \$7,213,787.

General Fund Expenditures and encumbrances account for 23.7% of the budget, or \$17,901,471.

Fire District Revenues are 0.61% of the budget, or \$67,130.

Fire District Expenditures and Encumbrances are 68.5% of the budget, or \$8,711,631

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:

[Financial Statements as of AUGUST 31, 2025.pdf](#)



REVENUE & EXPENDITURE STATEMENT FOR 100 GENERAL FUND
08/01/2025 To 08/31/2025

Spalding County Board of Commissioners
FY 2025-2026

*100 in the % Used column indicates that no budget

	Current Period	YTD	Encumbrance	Budget	% Used
100 General Fund					
Revenue					
31 Taxes Subtotal	\$1,463,575.25	\$2,908,125.33	\$0.00	\$61,894,215.00	5
32 Licenses And Permits Subtotal	\$129,969.94	\$408,906.52	\$0.00	\$1,058,500.00	39
33 Intergovernmental Revenue Subtotal	\$1,575,102.89	\$2,408,092.77	\$0.00	\$3,133,814.00	77
34 Charges For Services Subtotal	\$331,427.09	\$629,401.09	\$0.00	\$5,216,912.00	12
35 Fines & Forfeitures Subtotal	\$165,418.63	\$334,219.57	\$0.00	\$2,127,300.00	16
36 Investment Income Subtotal	\$23,527.90	\$49,512.41	\$0.00	\$165,409.00	3
37 Contributions/Donations Subtotal	\$176.00	\$1,586.00	\$0.00	\$0.00	*100
38 Miscellaneous Revenue Subtotal	\$147,351.31	\$473,943.46	\$0.00	\$1,938,300.00	24
Revenue Subtotal	\$3,836,549.01	\$7,213,787.15	\$0.00	\$75,534,450.00	
Expenditure					
51 Prsnl Svcs, Employee Ben Subtotal	\$2,961,928.67	\$7,037,954.88	\$99,863.75	\$45,470,211.00	15.5
52 Purch/Contracted Svcs Subtotal	\$3,913,118.09	\$4,052,765.28	\$679,997.78	\$19,019,669.00	21.3
53 Supplies Subtotal	\$866,368.27	\$861,136.28	\$482,775.31	\$5,412,768.00	15.9
54 Capital Outlay Subtotal	\$254,976.65	\$254,976.65	\$596,330.68	\$661,800.00	38.5
57 Other Costs Subtotal	\$1,961,185.08	\$2,550,953.07	\$711,000.68	\$3,356,605.00	75.9
58 Debt Service Subtotal	\$493,847.47	\$573,716.41	\$0.00	\$1,641,872.00	34.9
Expenditure Subtotal	\$10,451,424.23	\$15,331,502.57	\$2,569,968.20	\$75,562,925.00	20.2
Before Transfers					
Excess Of Revenue Subtotal	-\$6,614,875.22	-\$8,117,715.42	-\$2,569,968.20	-\$28,475.00	
Other Financing Source					
39 Other Financing Sources Subtotal	\$0.00	\$0.00	\$0.00	\$100,000.00	0
Other Financing Source Subtotal	\$0.00	\$0.00	\$0.00	\$100,000.00	0
Other Financing Use					
61 Other Financing Uses Subtotal	\$31,024.00	\$31,024.00	\$0.00	\$71,525.00	0
Other Financing Use Subtotal	\$0.00	\$0.00	\$0.00	\$71,525.00	0
After Transfers					
Excess Of Revenue Subtotal	-\$6,583,851.22	-\$8,086,691.42	-\$2,569,968.20	\$0.00	



REVENUE & EXPENDITURE STATEMENT FOR 100 GENERAL FUND
08/01/2025 To 08/31/2025

Spalding County Board of Commissioners
FY 2025-2026

*100 in the % Used column indicates that no budget

	Current Period	YTD	Encumbrance	Budget	% Used
215 Emergency 911 Fund					
Revenue					
30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$1,150,558.00	0
34 Charges For Services Subtotal	\$109,301.33	\$220,096.47	\$0.00	\$1,350,000.00	16
38 Miscellaneous Revenue Subtotal	\$259.70	\$816.70	\$0.00	\$2,285.00	36
Revenue Subtotal	\$109,561.03	\$220,913.17	\$0.00	\$2,502,843.00	
Expenditure					
51 Prsnl Srvc, Emplpyee Ben Subtotal	\$141,476.59	\$345,475.32	\$0.00	\$2,161,198.00	16
52 Purch/Contracted Srvc Subtotal	\$46,446.59	\$47,112.91	\$5,111.54	\$262,855.00	18
53 Supplies Subtotal	\$5,344.29	\$5,340.83	\$219.60	\$38,765.00	14
55 Interfund/Interdept Chrgs Subtotal	\$0.00	\$0.00	\$0.00	\$40,025.00	0
Expenditure Subtotal	\$193,267.47	\$397,929.06	\$5,331.14	\$2,502,843.00	16
Before Transfers	-\$83,706.44	-\$177,015.89	-\$5,331.14	\$0.00	*100
After Transfers	-\$83,706.44	-\$177,015.89	-\$5,331.14	\$0.00	*100
220 Csbg Fund					
Revenue					
33 Intergovernmental Revenue Subtotal	\$39,062.73	\$45,535.27	\$0.00	\$23,595.00	193
Revenue Subtotal	\$39,062.73	\$45,535.27	\$0.00	\$23,595.00	193
Expenditure					
51 Prsnl Srvc, Emplpyee Ben Subtotal	\$1,172.28	\$5,852.00	\$0.00	\$23,595.00	24.8
52 Purch/Contracted Srvc Subtotal	\$8,340.84	\$8,340.84	\$0.00	\$0.00	4
53 Supplies Subtotal	\$0.00	-\$278.94	\$0.00	\$0.00	*100
Expenditure Subtotal	\$9,513.12	\$13,913.90	\$0.00	\$23,595.00	58.9
Before Transfers Excess Of Revenue Subtotal	\$29,549.61	\$31,621.37	\$0.00	\$0.00	*100
After Transfers Excess Of Revenue Subtotal	\$29,549.61	\$31,621.37	\$0.00	\$0.00	*100



REVENUE & EXPENDITURE STATEMENT FOR 100 GENERAL FUND
08/01/2025 To 08/31/2025

Spalding County Board of Commissioners
FY 2025-2026

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	Current Period	YTD	Encumbrance	Budget	% Used
225 Senior Nutrition Fund					
Revenue					
30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$312,203.00	0
33 Intergovernmental Revenue Subtotal	\$32,705.12	\$103,629.70	\$0.00	\$181,880.00	57
37 Contributions/Donations Subtotal	\$10,681.22	\$25,352.38	\$0.00	\$125,000.00	20
Revenue Subtotal	\$43,386.34	\$128,982.08	\$0.00	\$619,083.00	21
Expenditure					
51 Prsnl Svcs, Employee Ben Subtotal	\$18,555.50	\$44,613.94	\$0.00	\$266,606.00	16.7
52 Purch/Contracted Svcs Subtotal	\$1,700.46	\$1,889.21	\$0.00	\$25,177.00	7.5
53 Supplies Subtotal	\$46,605.72	\$46,605.72	\$2,873.99	\$327,300.00	14.2
Expenditure Subtotal	\$66,861.68	\$93,108.87	\$2,873.99	\$619,083.00	15
Before Transfers Excess Of Revenue Subtotal	-\$23,475.34	\$35,873.21	-\$2,873.99	\$0.00	*100
After Transfers Excess Of Revenue Subtotal	-\$23,475.34	\$35,873.21	-\$2,873.99	\$0.00	*100



REVENUE & EXPENDITURE STATEMENT FOR 100 GENERAL FUND
08/01/2025 To 08/31/2025

Spalding County Board of Commissioners
FY 2025-2026

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		Current Period	YTD	Encumbrance	Budget	% Used
260 Impact Fees Fund						
Revenue						
	30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$3,942,450.00	0
	34 Charges For Services Subtotal	\$542,718.02	\$907,257.52	\$0.00	\$992,250.00	91
	36 Investment Income Subtotal	\$2,953.46	\$5,905.42	\$0.00	\$40,000.00	7
	Revenue Subtotal	\$542,718.02	\$910,209.48	\$0.00	\$4,974,700.00	18
Expenditure						
	52 Purch/Contracted Svcs Subtotal	\$2,536.80	\$3,306.81	\$0.00	\$34,000.00	9.7
	54 Capital Outlay Subtotal	\$0.00	\$0.00	\$0.00	\$4,940,700.00	0
	Expenditure Subtotal	\$2,536.80	\$3,306.81	\$0.00	\$4,974,700.00	0
Before Transfers	Excess Of Revenue Subtotal	\$540,181.22	\$906,902.67	\$0.00	\$0.00	*100
After Transfers	Excess Of Revenue Subtotal	\$540,181.22	\$906,902.67	\$0.00	\$0.00	*100



REVENUE & EXPENDITURE STATEMENT FOR 100 GENERAL FUND
08/01/2025 To 08/31/2025

Spalding County Board of Commissioners
FY 2025-2026

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		Current Period	YTD	Encumbrance	Budget	% Used
270 Fire District Fund						
Revenue						
	30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$1,628,900.00	0
	31 Taxes Subtotal	\$33,332.08	\$62,125.89	\$0.00	\$11,051,795.00	1
	33 Intergovernmental Revenue Subtotal	\$0.00	\$5,000.00	\$0.00	\$0.00	*100
	34 Charges For Services Subtotal	\$0.00	\$0.00	\$0.00	\$42,000.00	0
	38 Miscellaneous Revenue Subtotal	\$0.00	\$4.00	\$0.00	\$0.00	*100
	Revenue Subtotal	\$33,332.08	\$67,129.89	\$0.00	\$12,722,695.00	1
Expenditure						
	51 Prsnl Svcs, Employee Ben Subtotal	\$533,969.00	\$1,293,588.73	\$0.00	\$9,493,330.00	13.6
	52 Purch/Contracted Svcs Subtotal	\$164,696.83	\$165,428.53	\$40,203.94	\$850,208.00	19.4
	53 Supplies Subtotal	\$108,021.64	\$108,021.64	\$115,448.31	\$1,083,670.00	9.7
	54 Capital Outlay	\$0.00	\$0.00	\$6,477,625.57	\$0.00	*100
	55 Interfund/Interdept Chrgs Subtotal	\$0.00	\$0.00	\$0.00	\$171,938.00	0
	57 Other Costs Subtotal	\$15.93	\$15.93	\$450.00	\$90,000.00	1
	58 Debt Service Subtotal	\$2,019.56	\$510,848.25	\$0.00	\$1,033,549.00	49
	Expenditure Subtotal	\$808,722.96	\$2,077,903.08	\$6,633,727.82	\$12,722,695.00	16.3
Before Transfers	Deficiency Of Revenue Subtotal	-\$493,558.75	-\$2,010,773.19	-\$6,633,727.82	\$0.00	*100
After Transfers	Deficiency Of Revenue Subtotal	-\$493,558.75	-\$2,010,773.19	-\$6,633,727.82	\$0.00	*100



REVENUE & EXPENDITURE STATEMENT FOR 100 GENERAL FUND
08/01/2025 To 08/31/2025

Spalding County Board of Commissioners
FY 2025-2026

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		Current Period	YTD	Encumbrance	Budget	% Used
275 Hotel/Motel Tax Fund						
Revenue						
	31 Taxes Subtotal	\$20,668.19	\$47,999.60	\$0.00	\$270,000.00	18
	Revenue Subtotal	\$20,668.19	\$47,999.60	\$0.00	\$270,000.00	18
Expenditure						
	57 Other Costs Subtotal	\$0.00	\$0.00	\$0.00	\$170,000.00	0
	Expenditure Subtotal	\$0.00	\$0.00	\$0.00	\$170,000.00	0
Before Transfers	Excess Of Revenue Subtotal	\$20,668.19	\$47,999.60	\$0.00	\$100,000.00	48
Other Financing Use						
	61 Other Financing Uses Subtotal	\$0.00	\$0.00	\$0.00	\$100,000.00	0
	Other Financing Use Subtotal	\$0.00	\$0.00	\$0.00	\$100,000.00	0
After Transfers	Excess Of Revenue Subtotal	\$20,668.19	\$47,999.60	\$0.00	\$0.00	*100



REVENUE & EXPENDITURE STATEMENT FOR 100 GENERAL FUND

08/01/2025 To 08/31/2025

Spalding County Board of Commissioners

FY 2025-2026

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	Current Period	YTD	Encumbrance	Budget	% Used
315 Cap Proj - 2016 Splst					
Revenue					
30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$353,000.00	0
36 Investment Income Subtotal	\$2,889.18	\$5,733.63	\$0.00	\$45,000.00	12.7
Revenue Subtotal	\$2,889.18	\$5,733.63	\$0.00	\$398,000.00	0
Expenditure					
57 Other Costs Subtotal	\$0.00	\$0.00	\$0.00	\$396,000.00	0
58 Debt Service Subtotal	\$0.00	\$0.00	\$0.00	\$2,000.00	0
Expenditure Subtotal	\$0.00	\$0.00	\$0.00	\$398,000.00	0
After Transfers					
Excess Of Revenue Subtotal	\$2,889.18	\$5,733.63	\$0.00	\$0.00	0



REVENUE & EXPENDITURE STATEMENT FOR 100 GENERAL FUND
08/01/2025 To 08/31/2025

Spalding County Board of Commissioners
FY 2025-2026

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		Current Period	YTD	Encumbrance	Budget	% Used
335 Cap Proj - 2022 T-Splst						
Revenue						
	30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$3,508,445.00	0
	31 Taxes Subtotal	\$302,483.16	\$604,966.32	\$0.00	\$3,600,000.00	0
	36 Investment Income Subtotal	\$4,532.42	\$9,387.86	\$0.00	\$175,055.00	0
	Revenue Subtotal	\$307,015.58	\$614,354.18	\$0.00	\$7,283,500.00	0
Expenditure						
	57 Other Costs Subtotal	\$0.00	\$0.00	\$0.00	\$7,280,500.00	0
	58 Debt Service Subtotal	\$0.00	\$0.00	\$0.00	\$3,000.00	0
	Expenditure Subtotal	\$0.00	\$0.00	\$0.00	\$7,283,500.00	0
After Transfers	Excess Of Revenue Subtotal	\$307,015.58	\$614,354.18	\$0.00	\$0.00	0



REVENUE & EXPENDITURE STATEMENT FOR 100 GENERAL FUND
08/01/2025 To 08/31/2025

Spalding County Board of Commissioners
FY 2025-2026

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	Current Period	YTD	Encumbrance	Budget	% Used
410 Debt Service - 2022 T-Splst					
Revenue					
31 Taxes Subtotal	\$734,808.08	\$1,458,191.91	\$0.00	\$61,894,215.00	5
36 Investment Income Subtotal	\$24,008.99	\$45,682.14	\$0.00	\$180,000.00	0
Revenue Subtotal	\$758,817.07	\$1,503,874.05	\$0.00	\$2,253,500.00	0
Expenditure					
58 Debt Service Subtotal	\$0.00	\$0.00	\$0.00	\$2,253,500.00	0
Expenditure Subtotal	\$0.00	\$0.00	\$0.00	\$2,253,500.00	0
After Transfers					
Excess Of Revenue Subtotal	\$758,817.07	\$1,503,874.05	\$0.00	\$0.00	0
Other Financing Source					
39 Other Financing Sources Subtotal	\$604,966.32	\$604,966.32	\$0.00	\$0.00	0
Other Financing Source Subtotal	\$604,966.32	\$604,966.32	\$0.00	\$0.00	0



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08/01/2025 To 08/31/2025

Spalding County Board of Commissioners
FY 2025-2026

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	Current Period	YTD	Encumbrance	Budget	% Used
505 Water Fund					
Revenue					
30 Fund Balance Subtotal	\$0.00	\$0.00	\$0.00	\$1,174,872.00	0
34 Charges For Services Subtotal	\$967,814.80	\$1,948,480.27	\$0.00	\$10,854,088.00	18
36 Investment Income Subtotal	\$25,145.97	\$83,529.22	\$0.00	\$159,188.00	25
38 Miscellaneous Revenue Subtotal	-\$44.00	-\$44.00	\$0.00	\$0.00	*100
Revenue Subtotal	\$992,916.77	\$2,031,965.49	\$0.00	\$12,188,148.00	16
Expenditure					
51 Prsnl Srvc, Employee Ben Subtotal	\$74,817.91	\$181,346.24	\$0.00	\$1,322,095.00	13.7
52 Purch/Contracted Srvc Subtotal	\$179,832.44	\$671,478.86	\$0.00	\$7,518,381.00	8.9
53 Supplies Subtotal	\$17,329.68	\$17,329.68	\$15,311.20	\$409,050.00	4.2
54 Capital Outlay Subtotal	\$9,548.80	\$67,648.80	\$2,179,339.46	\$21,965,608.00	0
55 Interfund/Interdept Chrgs Subtotal	\$0.00	\$0.00	\$0.00	\$59,767.00	0
56 Depreciation/Amortization Subtotal	\$0.00	\$0.00	\$0.00	\$194,465.00	0
57 Other Costs Subtotal	\$0.00	\$0.00	\$0.00	\$2,000.00	0
58 Debt Service Subtotal	\$138,105.00	\$265,421.00	\$0.00	\$6,293,197.00	4.2
Expenditure Subtotal	\$419,633.83	\$1,203,224.58	\$2,194,650.66	\$37,764,563.00	3.2
Before Transfers					
Excess Of Revenue Subtotal	\$573,282.94	\$828,740.91	-\$2,194,650.66	-\$25,576,415.00	4
Other Financing Source					
39 Other Financing Sources Subtotal	\$0.00	\$0.00	\$0.00	\$25,576,415.00	0
Other Financing Source Subtotal	\$0.00	\$0.00	\$0.00	\$25,576,415.00	0
After Transfers					
Excess Of Revenue Subtotal	\$573,282.94	\$828,740.91	-\$2,194,650.66	\$0.00	*100



REVENUE & EXPENDITURE STATEMENT FOR 100 GENERAL FUND
08/01/2025 To 08/31/2025

Spalding County Board of Commissioners
FY 2025-2026

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		Current Period	YTD	Encumbrance	Budget	% Used
620 Workers Comp Trust Fund						
Revenue						
	36 Investment Income Subtotal	\$0.00	\$2,008.27	\$0.00	\$20,000.00	10
	Revenue Subtotal	\$0.00	\$2,008.27	\$0.00	\$20,000.00	10
Expenditure						
	51 Prsnl Svcs, Emplpyee Ben Subtotal	\$0.00	\$0.00	\$0.00	\$445,000.00	0
	55 Interfund/Interdept Chrsgs Subtotal	\$0.00	\$0.00	\$0.00	\$470,000.00	0
	58 Debt Service Subtotal	\$82,545.00	\$83,065.46	\$0.00	\$5,000.00	10
	Expenditure Subtotal	\$82,545.00	\$83,065.46	\$0.00	\$920,000.00	9
Before Transfers	Deficiency Of Revenue Subtotal	-\$82,545.00	-\$81,057.19	\$0.00	-\$900,000.00	0
Other Financing Source						
	39 Other Financing Sources Subtotal	\$0.00	\$0.00	\$0.00	\$900,000.00	0
	Other Financing Source Subtotal	\$0.00	\$0.00	\$0.00	\$900,000.00	0
After Transfers	Deficiency Of Revenue Subtotal	-\$82,545.00	-\$81,057.19	\$0.00	\$0.00	*100



**BOARD OF COMMISSIONERS - EXTRAORDINARY
SESSION**

Rachael Holloman, MS, LPC, Director of Suicide Prevention at the Georgia Department of Behavioral Health and Developmental Disabilities (DBHDD), will deliver a presentation on suicide prevention.

Requesting Agency

Spalding County Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:



**BOARD OF COMMISSIONERS - EXTRAORDINARY
SESSION**

**Presentation of 30 Year Service Award to Jonathan Nelms, Chief Probation
Officer.**

Requesting Agency

Spalding County Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:



**BOARD OF COMMISSIONERS - EXTRAORDINARY
SESSION**

**Presentation of Valor Awards to Sheriff's Deputy Gray and Fire Lieutenant
Fetters for the Dundee Lake rescue along with Life Safety Awards.**

Requesting Agency

Spalding County Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:



BOARD OF COMMISSIONERS - EXTRAORDINARY SESSION

Recognition of Commission Chair Clay Davis

Commissioners

Requesting Agency
Spalding County Board of

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

On behalf of the Spalding County Board of Commissioners, we proudly recognize our Chair, Clay Davis, for his distinguished service through his 2025 presidential appointment with the National Association of Counties (NACo). This prestigious appointment reflects Chairman Davis's commitment to advancing county governance and strengthening intergovernmental collaboration at the national level.

NACo appointments place county leaders on influential boards and committees that shape policy, advocate for counties, and develop best practices impacting communities across America. These appointments typically run from July to July, ensuring continuity in leadership and policy development.

- For the 2025 term, Chairman Davis has been appointed to serve on the **Finance, Pensions, and Intergovernmental Affairs (FPIGA) Steering Committee**

This committee plays a critical role in guiding NACo's policy positions on fiscal matters, public pensions, and intergovernmental relations—issues that directly affect the financial health and operational capacity of counties nationwide.

We thank Chairman Davis for representing Spalding County and the State of Georgia with excellence and for contributing to the national dialogue on policies that strengthen our local community.

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:

[Clay_Davis_NACo_Appointments_Certificate_Updated.pdf](#)

Certificate of Recognition

Honoring Distinguished Service to the National Association of Counties



Claiborne W Davis

Chairman, Spalding County Board of Commissioners

**Appointed to the Finance, Pensions, and
Intergovernmental Affairs (FPIGA) Steering Committee**

Presented this 15th day of September 2025



On behalf of the Spalding County Board of Commissioners

Attested: Steve Ledbetter, PhD, County Manager



**BOARD OF COMMISSIONERS - EXTRAORDINARY
SESSION**

Consider approval of a Joint Proclamation by the City of Griffin and Spalding County honoring the recipient of the Exchange Club "Man of the Year" award for 2024. This item is presented Nunc Pro Tunc to formally recognize and document the proclamation issued in honor of the award recipient.

Requesting Agency

Spalding County Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:



**BOARD OF COMMISSIONERS - EXTRAORDINARY
SESSION**

**Consideration of the minutes from the September 2, 2025, Board of
Commissioners Workshop and the September 2, 2025, Board of
Commissioners Regular Meeting.**

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:

[After Agenda Sept 2 2025 BoC Regular Meeting.pdf](#)

[Sept 2 2025 Workshop After Agenda.pdf](#)

Spalding

COUNTY

After Agenda

The Spalding County Board of Commissioners held its Regular Meeting on Tuesday, September 2, 2025 (Labor Day Holiday, Monday, September 1, 2025) 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, Ryan Bowlden, and Reginald Watts were present at the meeting. Also, present were the County Manager, Dr. Steve Ledbetter, Deputy County Manager Erica Dye, Attorney, County Attorney Stephanie Windham, and Deputy County Clerk, Tanya Philpott, to record the minutes. Commissioner James Dutton arrived at 6:15 PM.

I. **Opening (Call to Order)**

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

II. **Invocation**

1. Commissioner Gwen Flowers-Taylor delivered the Invocation.

III. **Pledge to the Flag**

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

IV. **Presentations/Proclamations**

Spalding County Fire Department Chief Mike Byrd formally honored four firefighters, Lt. Hollums, Fire Fighter C. Watson, Lt. Hinton, and Fire Fighter Mathison with Life Saving Awards, for their heroic and exceptional response to recent emergencies involving persons in cardiac and respiratory distress. Their swift and skilled actions were credited with saving lives. He emphasized the department's commitment to ensure that all firefighters are certified in Basic Cardiac Life Support (BCL) and Advanced Cardiac Life Support (ACL). This certification equips them to handle both fire-related and medical emergencies effectively. Chief Byrd also highlighted the transformation firefighters undergo when responding to emergencies, noting how they must act with precision and composure under intense pressure. Chief Byrd expressed pride in the department's evolving standards and preparedness, ensuring that personnel can manage complex incidents, including multi-story fires and life-threatening medical situations.

The Board of Commissioners expressed great pride in the Spalding County Fire Department, noting the dedication and selflessness it takes to be a first responder. The four brave firefighters received their much-deserved awards in front of family and friends.

V. **Citizen Comments**

There were no citizens who signed up to speak at this time.

VI. Minutes

The Board considered approval of minutes from August 4, 2025, Regular Meeting, August 4, 2025, Work Session Meeting, August 11, 2025, Zoning Public Hearing Meeting, August 18, 2025, Extraordinary Session, and August 28, 2025, Zoning Public Hearing.

All five meetings were approved.

Motion/Second by Gwen Flowers-Taylor/Reginald Watts

Motion Passed: 4 - 0

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

Voting Against: None

VII. New Business

Chairman Clay Davis addressed the public audience to inform them that the following agenda items were discussed during the Board of Commissioners Workshop earlier in the day and would be considered during the Regular meeting.

1. Magistrate Court Judge Contingent Expense Allowance

Judge Rita Cavanaugh requested a \$200 per month expense allowance under OCGA §15-10-23, this marks the first such request. Commissioner Flowers-Taylor moved to approve the allowance and include provisions for county-issued cell phones and mileage reimbursement based on federal rates.

Motion/Second by Gwen Flowers-Taylor/ Ryan Bowlden to rescind the first motion and approve the second motion made by Commissioner Flowers-Taylor which includes cell phones and mileage reimbursement along with the requested \$200 per month expense allowance.

Motion Passed: 4-0

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

Voting Against: None

2. First Reading of FY2025 Budget Encumbrances

Consider approval of amendments to the prior year's budget, which was presented by Deputy Finance Director earlier in the day.

Motion/Second by Gwen Flowers-Taylor/Ryan Bowlden

Motion Passed: 5-0

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

Voting Against: None

Commissioner James Dutton in attendance, arrived at 6:15 PM.

3. Professional Services Contract for One Flesh Mentoring for Juvenile Court

Consider approval of the professional services contract for One Flesh Mentoring, funded by the Juvenile Justice Grant as presented by Grants Manager Larry Wallace during the workshop earlier in the day.

Motion/Second by Gwen Flowers-Taylor/James Dutton

Motion Passed: 5-0

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

Voting Against: None

4. Lease Agreement for Power Max Side Cutter

During the 3:00 pm Workshop, Public Works Director TJ Imberger requested approval for a five-year lease and service plan for a Power Max side cutter, replacing equipment lost in a fire.

Dr. Ledbetter discussed with the Board that it was the recommendation of staff to lease the Side Cutter, utilizing Lease Purchase, Option 1 at \$66,511.74 with first payment due March 15, 2026. Funding to come from surplus equipment sales previously approved for retention in the Public Works budget. Commissioner Flowers-Taylor expressed concern about the precedent of allowing departments to retain surplus funds, noting that other departments like the Senior Center have their surplus funds allocated to a general fund. Chairman Davis clarified that this was the final use of such retained funds to which Dr. Ledbetter committed to bringing back full financial details. Motion passed unanimously to approve Lease Purchase Option 1.

Motion/Second by Gwen Flowers-Taylor/James Dutton

Motion Passed: 5-0

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

Voting Against: None

5. Amendment to Interlocal Agreement with Land Bank Authority

Land Bank Executive Director Christopher Blocker presented proposed changes to align with the 2012 Land Bank authorization during the afternoon Workshop earlier in the day. The Board moved to table the item until staff provided a redlined contract showing proposed changes. Motion to table passed unanimously.

Motion/Second by Gwen Flowers-Taylor/Ryan Bowlden to table until redlined contract is presented by staff.

Motion Passed: 5-0

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

Voting Against: None

6. First Reading of Code of Ordinances Revisions

The Board considered the first reading of revisions to Division 1 - Laws of Local Application Part II - Board of Commissioners Chapter 1 General Provisions Revision. County Attorney Stephanie Windham presented the proposed changes regarding procedures for replacing a commissioner if a seat becomes vacant, clarification of residency requirements for commissioners, establishment of travel allowances and stipends for commissioners, specification of additional compensation for the Chairman of the Board of Commissioners, removal of automatic resignation clause Section 2.1 (J) for commissioners missing consecutive meetings, removal of the phrase "in full" from Section 2.2(B) regarding compensation. Commissioner Dutton requested a summary of the changes, having missed the earlier workshop. Attorney Windham and Commissioner Flowers-Taylor provided an overview. Commissioner Dutton acknowledged the scope and expressed no objections. Chairman Davis voiced opposition to the salary-related provisions, stating that he agreed with everything in the revision minus the salary provisions as he continues to believe that it is not right. He supported the structural updates but voted against the motion due to the compensation clause.

Motion/Second by Gwen Flowers-Taylor/Reginald Watts the first reading

Motion Passed: 4-1

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

Voting Against: Clay Davis

7. Amended Agenda Item to Consider Purchase of Old Courthouse

Commissioner Flowers-Taylor made a motion to approve the contract with the Griffin Downtown Development Authority (DDA) and Spalding County Board of Commissioners for the old Courthouse property at Broad and N. 5th Street for the sum of \$500,000.00 with the guarantee that the building will not be torn down. Commissioner Dutton raised questions regarding deed restrictions and if they are included in the contract as an attachment to the easements. County Attorney Windham clarified that there is a recorded deed restriction to prevent demolition of the building.

Motion/Second by Gwen Flowers-Taylor/James Dutton

Motion Passed: 4-1

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

Voting Against: James Dutton,

VIII. **Report of the County Manager**

Dr. Ledbetter reported that during the morning staff meeting he was informed that leveling topping section of Jackson Road has been completed and will reach full completion and be fully accessible within 10-14 days, much sooner than expected.

IX. Report from Deputy County Manager

Ms. Dye reported that the DCA allocated \$6 million for single family homeowners with low to moderate incomes for homes damaged in the 2023 tornadoes in Spalding, Butts, Henry, Jasper, Meriwether, Newton and Troup counties. She will provide the website for anyone requiring additional information.

X. Report from the Commissioners

Commissioner Watts Had no reports at this time.

Commissioner Bowlden No reports at this time.

Commissioner Flowers-Taylor reported on the Mental Health Awareness Committee's re-inaugural action meeting earlier that day at 10am which had 14–16 attendees. She emphasized it being a monumental task but added she and other attendees are looking at best ways to address it. Commissioner Flowers-Taylor also delivered heartfelt praise for the four honored firefighters, emphasizing the adrenaline and transformation that occurs when they respond to life-threatening situations. She highlighted the importance of rigorous training and the department's transition to full medical certification. She Expressed pride in the team's ability to "knock down a building and save a life" simultaneously and congratulated them for their courage, skill, and dedication to their craft.

Vice Chairman Dutton commended the Spalding County Animal Control Department for their exceptional service and adoption efforts. He expressed great appreciation and pride towards Director Vickie Hennessy for the great job she is doing.

Chairman Clay Davis addressed the suicide crisis in the county, noting recent threats and the upcoming visit from the State Suicide Prevention Officer on September 15,2025. He urged community leaders and parents to engage in open conversations and support those in distress. Mr. Davis commended Citizen Engagement Specialist Dr. Cherryl Burks, on the great work she is doing in providing information on the Spalding County website for citizens.

X. Adjournment

Motion/Second by Gwen Flowers-Taylor/Reginald Watts

Motion Passed: 5 - 0

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

Voting Against: None

Time: 6:37 pm



After Agenda

The Spalding County Board of Commissioners held its Work Session meeting on Tuesday, September 2, 2025, (Labor Day Holiday, Monday Sept 1, 2025) in Room 108 of the Spalding County Annex Building located at 119 E. Solomon Street, Griffin, Georgia beginning at 3:00 p.m. with Chairman Clay Davis presiding. Commissioners Gwen Flowers-Taylor, Ryan Bowlden, and Reginald Watts were present at the meeting. Also, present were the County Manager, Dr. Steve Ledbetter, Deputy County Manager Erica Dye, County Attorney, Stephanie Windham, and Deputy County Clerk, Tanya Philpott, to record the minutes. Commissioner James Dutton was not in attendance.

I. Opening (Call to Order)

1. The meeting was called to order by Chairman Clay Davis at 3:00 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**

Commissioner Flowers Taylor requested an amendment to the agenda for an Executive Session to be added. The motion was seconded and approved unanimously with the Executive Session placed last on the agenda as Item #8.

Motion/Second by Gwen Flowers- Taylor/Reginald Watts

Motion Passed: 4 - 0

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

Voting Against: None

IV. Agenda Items

1. Discuss Magistrate Court request for Contingent Expense Allowance for Judges

Judge Rita Cavanaugh presented a request for a \$200 monthly expense allowance per judge, citing Georgia statute OCGA §15-10-23.1. The allowance would cover costs such as travel to various county facilities, phone usage, supplies, and holiday gifts for staff. This is the first time such a request has been made, despite the statute allowing it. The board acknowledged the legitimacy of

the request and discussed the need to amend the county ordinance to reflect this allowance. The total annual cost would be \$12,000. Staff recommended moving forward with the request and aligning the ordinance with state law.

Commissioners expressed concern over the lack of historical financial support for magistrate judges, noting that despite statutory provisions allowing for expense allowances, no such requests had been made or granted until now. They emphasized the importance of providing judges with county-issued phones and vehicles to separate personal and professional responsibilities and ensure accountability. The board agreed to vote on the matter during the evening session.

2. Consider discussion to amend the Land Bank Authority Interlocal Agreement

Christopher Blocker, Land Bank Authority Manager, presented a comprehensive review of the interlocal agreement governing the Land Bank. He highlighted discrepancies between current operations and the agreement, including board member terms, staffing arrangements, financial management, deed restrictions, and revenue allocation. Mr. Blocker recommended removing restrictive owner occupancy requirements and updating financial protocols to reflect actual practices and state legislation. The board acknowledged the need for a red-lined version of the agreement to review proposed changes.

Commissioner Gwen Flowers-Taylor emphasized the importance of empowering the Land Bank to operate independently and efficiently. She also expressed concern about outdated and convoluted language in the interlocal agreement, which has hindered operational efficiency. The Board supported the idea of updating the agreement to reflect current practices and remove restrictive deed requirements. The Board agreed to table the discussion and revisit it in a future workshop.

3. FY2026 Budget Amendments for Prior Year Encumbrances

Delegated by Deputy County Manager Erica Dye, Assistant Finance Director Jamie Tarleton presented proposed amendments to roll forward prior year encumbrances into the FY2026 budget. These amendments ensure continuity of funding for ongoing projects and contractual obligations. The Board clarified that this process does not alter the budget but maintains transparency and compliance with auditing standards. The amendments will be voted on during the evening session.

4. Discussion of GoRail Transportation Reauthorization Letter

Dr. Ledbetter presented a reauthorization letter addressed to the U.S. Senate Committee on Commerce, Science, and Transportation supporting the I-75 Corridor Coalition's transportation initiative. He asked that the Board of Commissioners sign the letter requesting the Senate Committee move forward with programming and grants for the transportation and infrastructure in support of the rail system to from Port Savannah to Hartsfield. The board had previously supported this initiative and agreed to sign the updated letter.

5. Discuss Juvenile Court Grant Professional Services Contract for one Flesh Mentoring

Grant Manager Larry Wallace requested approval for a \$49,000 contract with One Flesh Mentoring and Coaching LLC to deliver “Thinking for a Change” curriculum under the juvenile justice incentive grant. The program will run six cohorts over 12 weeks each, with certified facilitators and strict adherence to curriculum protocols. The board supported the initiative and agreed to vote on the contract during the evening session.

6. Discuss Five-Year Lease for Mower Max Side Cutter

Public Works Director, TJ Imberger presented a proposal to lease a Mower Max side cutter to replace the county’s sole side cutter which was destroyed by fire. The new equipment, totaling \$291,725.51, offers enhanced efficiency, reach, and maneuverability and offers two lease options: (1) \$66,511.75, first payment due 03/15/2026 and (2) \$67,713.08, first payment due 07/15/202. Chairman Clay Davis expressed his amazement in the county requiring only one cutter, especially due to the number of roadways. The board discussed leasing versus purchasing, with Commissioner Flowers-Taylor questioning the financial logic of leasing over buying. She suggested that purchasing the equipment outright might be more cost-effective and requested a comparison. The board agreed to vote on one of the options provided at the Board of Commissioners Regular meeting later that evening.

7. Discussion of General Provisions Revisions - Division 1 Laws of Local Application Part Board of Commissioners Chapter 1 and Chapter 2 Code of Ordinances To - From Version.

County Attorney Stephanie Windham provided updates to ongoing ordinance revisions, including alcohol regulations, building codes, fire protection, and court-related ordinances for which the Board would be asked to vote during the evening meeting. She highlighted the need to consolidate magistrate and small claims court sections and remove outdated or conflicting language. Commissioner Gwen Flowers-Taylor raised concerns about the phrase “in full” used in reference to monthly travel stipends for commissioners and the chairperson. She argued that the wording was inconsistent with the county’s reimbursement policy and suggested removing “in full” to avoid confusion. The board agreed that the stipend should be clearly defined as a fixed monthly allowance, not a reimbursement subject to interpretation. Chairman Davis clarified that the reimbursement was regarding in-county travel only.

Mrs. Windham discussed a clause in the ordinance that stated a commissioner would be deemed resigned if they failed to attend at least one regular meeting for a specified number of consecutive months. The clause contained a blank space for the number of months, which had never been filled. Commissioner Flowers-Taylor strongly opposed this provision, stating that elected officials cannot be removed by ordinance without due process and that such a clause was unnecessary and potentially problematic. A recommendation was made to remove it, and the board agreed to strike it from the ordinance.

Additional discussion centered on compensation for court officers handling misdemeanor cases. Commissioners sought clarification on the language, which appeared vague and confusing. County

Attorney Windham explained that the provision allowed the board to pay officers a set fee for processing individuals convicted of misdemeanors and turned over for incarceration. The board accepted the explanation but noted the need for clearer language in future revisions.

The board concluded by agreeing to proceed with the first reading of the revised ordinance and to finalize changes, including the removal of ambiguous or outdated language, before the second reading and formal adoption.

8. Executive Session

The board entered executive session at 4:22pm to discuss negotiations related to the acquisition, sale, or lease of real property under OCGA §50-14-3(b)(1)(B).

Motion/Second by Gwen Flowers - Taylor / Ryan Bowlden

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

Voting Against: None

A motion to close Executive Session was made at 5:03 pm.

Motion/Second by Gwen Flowers - Taylor / Ryan Bowlden

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

Voting Against: None

V. Adjournment

Motion/Second by Gwen Flowers - Taylor / Ryan Bowlden

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

Voting Against: None

Time: 5:03 PM



**BOARD OF COMMISSIONERS - EXTRAORDINARY
SESSION**

**Consider Approval of 2nd reading of the Budget Amendments for the FY
2025 Encumbrances.**

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:

[Budget Amendments for prior year encumbrances to FY2026.pdf](#)

MEMORANDUM

To: Jill Crews

From: Erica R. Dye, Director of Accounting & Finance

Date: August 26, 2025

Subject: Budget Amendments

Please prepare the following budget amendments to the FY 2026 budget which will require formal approval by the Board of Commissioners:

-1-

Increase #100-0000-300000 GF Fund Balance \$1,267,200
Increase #100-1568-531710 Janitorial Supplies \$4,723.00
Increase #100-1590-522246 Jans This and That \$5,200.00
Increase #100-1590-522246 Courthouse \$25,375.00
Increase #100-1590-579900 Other \$520,486.00
Increase #100-3320-531600 Small Equipment \$5,122.00
Increase #100-3330-531720 Uniforms and Clothing \$414.00
Increase #100-3350-531720 Uniforms and Clothing \$286.00
Increase #100-3390-531720 Uniforms and Clothing \$275.00
Increase #100-3420-522230 Other Equipment Maintenance \$1,393.00
Increase #100-3420-531300 Inmate Food \$8,250.00
Increase #100-3420-531310 Inmate Clothing \$3,376.00
Increase #100-3420-531390 Inmate Fund Expenditures \$493.00
Increase #100-3420-531710 Janitorial Supplies \$9,668.00
Increase #100-3920-571203 Hazard Mitigation Grant Sirens \$31,241.00
Increase #100-4000-522250 Heavy Equip Maintenance \$487.00
Increase #100-4000-528500 Road Paving/Resurfacing \$195,015.00
Increase #100-4000-529000 Other Contractual Services \$9,865.00
Increase #100-4000-531600 Small Equipment \$1,795.00
Increase #100-4000-541200 Site Improvements \$24,073.00
Increase #100-4000-542200 Vehicles \$119,809.00
Increase #100-4100-529000 Other Contractual Services \$111,671.00
Increase #100-4520-529000 Other Contractual Services \$25,600.00
Increase #100-6100-531600 Small Equipment \$2,724.00
Increase #100-6100-531760 Athletic Uniforms \$2,340.00
Increase #100-6200-522240 Building Maintenance \$700.00
Increase #100-6200-522260 Athletic Equipment Maintenance \$15,000.00
Increase #100-6200-522270 Athletic Field Maintenance \$5,200.00
Increase #100-6200-522280 Auto and Truck Maintenance \$1,045.00
Increase #100-6200-531600 Small Equipment \$6,495.00
Increase #100-6200-531700 Departmental Supplies \$16,144.00
Increase #100-6200-531762 Fertilizer & Chemicals \$29,197.00
Increase #100-6200-579317 Yamacraw Park \$83,738.00

To appropriate funds for prior year encumbrances rolled forward to FY 2026.

-2-

Increase #225-0000-300000 Senior Nutrition Fund Balance \$1,563.00
Increase #225-5525-531700 Departmental Supplies \$1064.00
Increase #225-5525-531720 Uniforms and Clothing \$499.00

To appropriate funds for prior year encumbrances rolled forward to FY 2026.

-3-

Decrease #260-0000-300000 Fund Balance \$427,394.00
Increase #100-1575-579893 Sr Center Walking Trail \$19,167.00
Increase #100-1575-541218 Master Park Plan \$103,826.00
Increase #100-1575-541220 Neighborhood Splash Pads \$17,077.00
Increase #100-1575-541221 Tyus Park Playground \$275,824.00
Increase #100-1575-546053 Fire Station-8 \$11,500.00

To appropriate funds for prior year encumbrances rolled forward to FY 2026.

-4-

Increase #270-0000-300000 Fire District Fund Balance \$6,564,013.00
Increase #270-3500-522240 Building Maintenance \$9,237.00
Increase #270-3500-522280 Auto and Truck Maintenance \$6,118.00
Increase #270-3500-529000 Other Contractual Services \$4,656.00
Increase #270-3500-531600 Small Equipment \$50,143.00
Increase #270-3500-531700 Department Supplies \$1,477.00
Increase #270-3500-531710 Janitorial Supplies \$1,214.00
Increase #270-3500-531720 Uniforms and Clothing \$28,049.00
Increase #270-3500-542200 Vehicles \$6,462,669.00
Increase #270-3500-579900 Other \$450.00

To appropriate funds for prior year encumbrances rolled forward to FY 2026.

-5-

Decrease #315-0000-300000 2016 SPLOST Capital Project Fund Balance \$260,218.00
Increase #100-1580-579825 Heritage Park \$260,218.00

To appropriate funds for prior year encumbrances rolled forward to FY 2026.

-6-

Decrease #335-0000-300000 2022 Transportation SPLOST Fund Balance \$251,543.00
Increase #100-1585-579893 2022 T-SPLOST Paving \$244,193.00
Increase #100-1585-579894 2022 T-SPLOST Sidewalks \$7,350.00

To appropriate funds for prior year encumbrances rolled forward to FY 2026.

-7-

Increase #505-0000-300000 Water & Sewerage Authority Fund Balance \$1,969,770.00
Increase #505-1530-531600 Small Equipment \$356.00
Increase #505-4330-549804 AKB Sewer Project \$1,967,339.00
Increase #505-4400-532050 Fire Hydrant Supplies \$2075.00

To appropriate funds for prior year encumbrances rolled forward to FY 2026.

cc: File



**BOARD OF COMMISSIONERS - EXTRAORDINARY
SESSION**

**2nd reading Division 1: Laws of Local Application, Part II - Board of
Commissioners Chapter 1 General Provisions**

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 - Div. I, Part II, Chapter 1.doc

1.1 CHAPTER_1.____GENERAL_PROVISIONS-3 - Rev. 9-2-25.docx

RESOLUTION

A RESOLUTION AMENDING THE CODE OF ORDINANCES OF SPALDING COUNTY, GEORGIA, AT DIVISION I – LAWS OF LOCAL APPLICATION, PART II – THE BOARD OF COMMISSIONERS – CHAPTER 1. GENERAL PROVISIONS; REPEALING CONFLICTING ORDINANCES AND PARTS THEREOF; RESTATING THE CODE, AS MODIFIED BY THIS ORDINANCE; AND FOR OTHER PURPOSES.

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

Section 1. The Code of Ordinances of Spalding County, Georgia is hereby amended at DIVISION I – LAWS OF LOCAL APPLICATION, PART II – THE BOARD OF COMMISSIONERS – CHAPTER 1. GENERAL PROVISIONS by deleting said chapter in its entirety and replacing it as follows:

CHAPTER 1. GENERAL PROVISIONS

Sec. 2.1. Board established; districts.

- (a) The governing authority of Spalding County shall be a board of commissioners consisting of five (5) members who shall be elected (or appointed) from commissioner districts as same may be amended from time to time. The members of the board shall be residents of the commissioner districts they represent and shall be elected by the qualified electors voting within their respective commissioner districts or appointed as hereinafter provided.
- (b) The board of commissioners, as the governing authority of said county, shall have all of the duties and immunities and may exercise all of the powers and rights granted to, vested in, or imposed upon said commissioners by the constitution and laws of this state.
- (c)
 - (1) For purposes of electing members of the board of commissioners, Spalding County is divided into five (5) commissioner districts. One (1) member of the board shall be elected from each such district. The five (5) commissioner districts shall be and correspond to those five (5) numbered districts as shown and designated by the district maps approved by the Board of Commissioners and the State of Georgia, and on file with Spalding County Board of Elections and Registration, as may be amended from time to time as allowed by law and/or to change, add, or discontinue the use of particular polling places as approved by the Spalding County Board of Elections and Registration.
 - (2) (A) The term "VTD" (voting tabulation district) shall mean and describe the same geographical boundaries as provided in the report of the Bureau of the Census for the United States decennial census of 2020 and all future decennial census for the State of Georgia.
 - (B) The separate numeric designations in a district description which are underneath a VTD heading shall mean and describe individual blocks within a VTD as provided in the report of the Bureau of the Census for the United States decennial census for the State of Georgia. Any part of Spalding County which is not included in any such district described in said report and/or districting map shall be included within that district contiguous to

such part which contains the least population according to the United States decennial census for the State of Georgia.

- (C) Any part of Spalding County which is shown in said report and/or districting map as being in a particular district shall nevertheless not be included within such district if such part is not contiguous to such district. Such noncontiguous part shall instead be included within that district contiguous to such part which contains the least population according to the United States decennial census for the State of Georgia.
- (D) Except as otherwise provided in the description of any district, whenever the description of such district refers to a named city, it shall mean the geographical boundaries of that city as shown on the census map for the United States decennial census for the State of Georgia.
- (3) No person shall be a member of the board if that person is ineligible for such office pursuant to O.C.G.A. § 45-2-1, as may be amended from time to time, or any other general law applicable to that office.
- (4) All successors to members of the board whose terms of office are to expire shall be elected at the time of the state-wide general election immediately preceding the expiration of such terms, shall take office the first day of January immediately following that election, and shall serve for terms of office of four (4) years each. Members of the board shall serve for the terms of office specified therefor in this subsection and until their respective successors are elected and qualified.
- (d) Each candidate for commissioner in any primary or election shall be a resident of the State of Georgia and a qualified voter and shall have been a resident of Spalding County for at least two (2) years immediately prior to qualifying as a candidate and shall have been a resident of the single-member district for which the candidate is offering for election, including a primary, special, or general election, at least one (1) year immediately prior to qualifying as a candidate. Each commissioner shall remain a resident of the respective single-member district from which they are elected (or appointed), and which they represent during their term of office as a member of said board. Should a member of the board who is elected (or appointed) to represent a particular single-member district, change their residence from the district which they were elected (or appointed) to represent, a vacancy of such office shall thereby be created and shall thereafter be filled as provided in this section. Each candidate for commissioner shall be elected by a majority of the qualified electors voting in their single-member district. A candidate for commissioner shall specify the single-member district for which they are offering for election.
- (e) No candidate for commissioner and no member of the board of commissioners shall hold any other county or municipal office or employment while running for election or during his or her term of office as a commissioner.
- (f) Any vacancy occurring on the board shall be filled by a person elected or appointed for the unexpired term of the member whose seat has been vacated. Any person appointed or elected to fill a vacancy on the board shall be eligible, if they are qualified pursuant to the provisions of this section and all other applicable laws, to be nominated and elected, or reelected, to succeed themselves as a member of said board.
- (g) Before entering upon the duties of the office of commissioner, each member of the board shall take the oath of office as required by the laws of Georgia.
- (h) Annually, the board shall elect one (1) of its members to serve as chairman of the board and another member to serve as vice-chairman of the board. The board may elect a clerk of the board, who need not be a member of the board. The board may designate, appoint, or employ such other officers, agents, and employees as the board may deem proper under and by virtue of the pertinent laws of Georgia. The chairman shall preside at all meetings of the board and shall serve as the chief executive officer of the county. For and during the absence, disqualification, or disability of the chairman, the vice-chairman shall serve as chairman. If the chairman's seat is vacated, the vice-chairman shall assume the duties of the chairman until such time as the chairman's vacancy is filled.

by the election of another member by the board. If the vice-chairman's seat is vacated, the board shall elect another of its members to fill such vacancy for the unexpired term of office.

- (i) The board of commissioners shall hold at least one (1) regular meeting each month at the county seat at such time and on such day of the week as the commissioners from time to time may designate. The time, date, and place of any such meeting may be changed as the commissioners shall deem proper. The commissioners may hold such other regular, special, or additional meetings as they may deem necessary or proper. Notice shall be required to be given pursuant to the Georgia Open Meetings Law for any meeting. A majority of the members, then serving on the board of commissioners, shall constitute a quorum for the transaction of business. In the absence of a quorum, a majority of the members of the board of commissioners present at any meeting may adjourn the meeting from time to time until a quorum can be had. Notice of any adjourned meeting need only be given by announcement at the meeting at which the adjournment is taken. All resolutions adopted and all business transacted by the board of commissioners shall require the affirmative vote of a majority of the commissioners present at the meeting. From time to time the commissioners may fix an agenda for any meeting or meetings and may adopt such other rules of order as they may deem appropriate, which shall govern the conduct and procedure of their meetings.
- (j) A vacancy on the board of commissioners may occur by resignation from the board by a commissioner or removal of a commissioner from the board by any legal means. Vacancies occurring in the membership of the board shall be filled in the following manner:
 - (1) If, at the time the vacancy occurs, there are less than three hundred sixty (360) days until the date of the next general election, a qualified successor from the district in which the vacancy occurred shall be appointed by the remaining members of the board to serve until the first day of January following the next general election. Such appointment shall be made from a list of nominees provided by the county executive committee of the political party of which the vacated board member was the candidate at the last general election in which the board seat was up for election. A qualified successor shall be elected at the next general election to serve for the remainder of the unexpired term or for the next term, whichever shall be applicable, and shall take office immediately upon the results of such election being certified by the election superintendent and the taking of the oath of office as required by the laws of Georgia. If the vacancy is in the office of chairperson, the vice chairperson shall serve as chairperson until a successor shall be elected as provided herein and, during such period, the board of commissioners shall be composed of five (5) members.
 - (2) If, at the time the vacancy occurs, there are more than three hundred sixty (360) days until the next general election:
 - (A) No later than fourteen (14) days after the occurrence of the vacancy, a qualified interim successor from the district in which the vacancy occurred shall be appointed by the remaining members of the board to serve until a special election can be held to fill the vacancy for the remainder of the unexpired term. Such appointment shall be made from a list of nominees provided by the county executive committee of the political party of which the vacated board member was the candidate at the last general election in which the board seat was up for election; and
 - (B) A qualified permanent successor from the district in which the vacancy occurred shall be elected at a special election called for such purpose. Only the qualified electors of Spalding County residing within the commissioners district wherein the vacancy occurred shall be eligible to vote at such election. The election superintendent of Spalding County shall call such election to be held on the earliest available date provided by general law for a special election to fill a vacancy. The election shall be governed by the provisions of Chapter 2 of Title 21 of the O.C.G.A., the "Georgia Election Code," as amended from time to time, relative to special elections for the filling of vacancies. The person elected at such special election shall take office immediately upon the results of such election being certified by the election superintendent and the taking of the oath of office as required by

the laws of Georgia. All persons so elected to fill a vacancy shall serve for the remainder of the unexpired term; and

- (3) (A) The chief judge of the superior court of Spalding County shall have the power to declare a temporary vacancy on the board of commissioners created by the ill health, suspension from office of a board member, or the prolonged absence of a board member for any other reason upon request of the board of commissioners, provided that the length of such a temporary vacancy shall not exceed ninety (90) days. In the event of a temporary vacancy, no later than fourteen (14) days after the declaration of the vacancy, a qualified interim successor from the district in which the vacancy occurred shall be appointed by the remaining members of the board. Such appointment shall be made from a list of nominees provided by the county executive committee of the political party of which the vacated board member was the candidate at the last general election in which the board seat was up for election.
- (B) In the event that a temporary vacancy exceeds ninety (90) days, a special election shall be held in the same manner as provided for in subparagraph (B) of paragraph (2) of this subsection. The person elected at such special election shall take office immediately upon the results of such election being certified by the election superintendent and the taking of the oath of office as required by the laws of Georgia. All persons so elected to fill a temporary vacancy shall serve until the vacancy of the incumbent board member ends or for the remainder of the unexpired term, whichever event occurs first.
- (4) If none of the remaining members of the board vote to approve all persons from the list provided pursuant to this subsection, the county executive committee of the political party of which the vacated board member was the candidate in the last general election in which the board seat was up for election shall provide the board with a revised list of nominees from which to select. In the event that at least two (2) members of the board do not vote to appoint a person to fill a vacancy within the time provided for in this subsection, the chairperson shall then immediately appoint a qualified person from the list of nominations provided pursuant to this subsection to fill such vacancy. If the vacancy is the office of chairperson, the vice-chairperson shall make the appointment.
- (5) If the seat to be filled was vacated by a board member with no party affiliation the board shall advertise once a week for two weeks in the legal organ for Spalding County for applications of eligible residents of the district for which the seat is vacant and shall accept applications for ten (10) days after the final publication. At its next scheduled regular or extraordinary session, the board shall select a person from the list of applications to fill the vacant seat. In the event that at least two (2) members of the board do not vote to appoint a person to fill the vacancy within the time provided in this subsection, the chairperson shall then immediately appoint a qualified person from the list of applicants. If the vacancy is the office of the chairperson, the vice-chairperson shall make the appointment.

Sec. 2.2. Compensation.

- (a) The board of commissioners shall be paid a salary for the members services to Spalding County and shall have the authority to adjust the compensation its members receive from time to time as the board deems appropriate,. Said salaries shall be apportioned and payable from the funds of Spalding County. Such salaries shall be payable, as accrued, in monthly installments or other periodic installments at the discretion of the majority of said commissioners.

Nothing herein shall be construed to prevent the board of commissioners from receiving any other compensation mandated by the State of Georgia to be paid to county commissioners, over and above the amounts designated by the board, as may be amended from time to time.

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- (b) The chairman of the board of commissioners shall receive an additional monthly stipend for service as chairman of the board of commissioners in an amount to be set by resolution of the board. The chairman of the board of commissioners shall also receive an expense allowance to cover and provide for the expenses of travel within Spalding County each month in an amount to be set by resolution of the board of commissioners. Said compensation shall be payable in monthly installments on the last day of each month from the funds of Spalding County and shall be in addition to the salary and any other compensation received by such officer.
 - (c) Each of the other members of the board of commissioners shall receive an expense allowance to cover and provide in full for the expenses of travel within Spalding County each month in an amount to be set by resolution of the board of commissioners, which compensation shall be payable in monthly installments on the last day of each month from the funds of Spalding County and shall be in addition to the salary and other compensation received by such member.

Sec. 2.3. Personnel.

The board of commissioners of Spalding County, as the governing authority thereof, shall have authority to appoint and employ a person to serve as the chief administrative official for said board, which officer shall be designated as the county manager and may also serve as ex officio clerk of said board. Said board shall also appoint and elect a person to serve as secretary of said board, who shall be known as the clerk of said board. Said board shall have the authority to create other administrative offices or departments and clerical positions, including deputies and assistants, and to designate titles or job classifications therefor, and shall further have the authority to appoint and select such persons from time to time to fill any or all such offices, positions or jobs. Said board shall have authority to delegate the appointment, selection and employment of all such personnel, except the clerk of said board, to the county manager. Any person may hold one (1) or more of any of the aforesaid offices, positions or jobs. All of said officers, agents or employees shall hold office or employment at the will of said board; provided, however, that said board may delegate authority to the county manager to discharge any and all such officers, agents or employees, except the clerk of the said board. Said board shall determine and fix the compensation, the times, places and conditions of work and the duties, assignments and responsibilities of all such officers, agents and employees, or, with the exception of said clerk, may delegate any such authority to the county manager. The foregoing officers and employees may be named, designated or appointed by said board in addition to the appointment and employment of a county warden, a county attorney, a county building inspector and other existing officers, agents or employees now appointed by said board, or as may hereafter be provided for and authorized to be appointed by said board. Said board shall have the authority to require security bonds from any or all such appointed officers, agents or employees, payable to Spalding County, in such respective amounts as said board may deem appropriate for the faithful performance of all duties and responsibilities or for the proper handling of all public funds and property or for both.

Sec. 2.4 Qualification and bonds of county officers.

All the powers in relation to the examination and approval of the bonds of the county officers and their qualification as officers, are hereby conferred upon the board of commissioners of the County of Spalding, by whom all of said bonds, if accepted, shall be approved and filed, and before whom all the county officers of said County of Spalding shall qualify; said commissioners, or any of them, being authorized to administer oaths as magistrates, any law or usage to the contrary notwithstanding.

Sec. 2.5. Incarcerated individuals.

- (a) The board of commissioners of Spalding County are hereby authorized, in their discretion, to pay to the officers of the superior court of Spalding County and the state court of Spalding County a reasonable compensation, to be fixed by said board for those individuals convicted of a misdemeanor in said courts and turned over for incarceration to the corrections facility of Spalding County.

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- (b) The money thus paid for any incarcerated individual shall first be applied to the costs of that case, including jail fees and the cost of the magistrate court and constable if said case originated in magistrate court. If not sufficient to pay all costs, then to be equitably prorated by the judge of the court, and balance, if any over costs to be distributed as other fines and forfeitures.
 - (c) Said board of commissioners of Spalding County shall, in no event, pay more to the officers of Spalding County for incarcerated individuals than they would have to pay for incarcerated individuals from other sources.

Sec. 2.6. Agricultural agent and home demonstration agent.

The authority to cooperate with the Georgia Agricultural Extension Service, relative to the employment of the county agricultural agent and the county home demonstration agent of Spalding County, shall be vested in the board of commissioners of Spalding County.

First Reading: September 2, 2025

Second Reading: September 15, 2025

CHAPTER 1. GENERAL PROVISIONS¹

Sec. 2.1. Board established; districts.

- (a) The governing authority of Spalding County shall be a board of commissioners consisting of five (5) members who shall be elected (or appointed) from commissioner districts as same may be amended from time to time. The members of the board shall be residents of the commissioner districts they represent and shall be elected by the qualified electors voting within their respective commissioner districts, or appointed as hereinafter provided.
- (b) The board of commissioners, as the governing authority of said county, shall have all of the duties and immunities and may exercise all of the powers and rights granted to, vested in, or imposed upon said commissioners by the constitution and laws of this state.
- (c)
 - (1) For purposes of electing members of the board of commissioners, Spalding County is divided into five (5) commissioner districts. One (1) member of the board shall be elected from each such district. The five (5) commissioner districts shall be and correspond to those five (5) numbered districts as shown and designated by the district maps approved by the Board of Commissioners and the State of Georgia, and on file with Spalding County Board of Elections and Registration, as may be amended from time to time as allowed by law and/or to change, add, or discontinue the use of particular polling places as approved by the Spalding County Board of Elections and Registration.
 - (2) (A) The term "VTD" (voting tabulation district) shall mean and describe the same geographical boundaries as provided in the report of the Bureau of the Census for the United States decennial census of 2020 and all future decennial census for the State of Georgia.
 - (B) The separate numeric designations in a district description which are underneath a VTD heading shall mean and describe individual blocks within a VTD as provided in the report of the Bureau of the Census for the United States decennial census for the State of Georgia. Any part of Spalding County which is not included in any such district described in said report and/or districting map shall be included within that district contiguous to such part which contains the least population according to the United States decennial census for the State of Georgia.
 - (C) Any part of Spalding County which is shown in said report and/or districting map as being in a particular district shall nevertheless not be included within such district if such part is not contiguous to such district. Such noncontiguous part shall instead be included within that district contiguous to such part which contains the least population according to the United States decennial census for the State of Georgia.
 - (D) Except as otherwise provided in the description of any district, whenever the description of such district refers to a named city, it shall mean the geographical boundaries of that city as shown on the census map for the United States decennial census for the State of Georgia.

¹State law reference(s)—County commissioners, Ga. Code Ann. Ch. 23-8.

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- (3) No person shall be a member of the board if that person is ineligible for such office pursuant to O.C.G.A. § 45-2-1, as may be amended from time to time, or any other general law applicable to that office.
- (4) All successors to members of the board whose terms of office are to expire shall be elected at the time of the state-wide general election immediately preceding the expiration of such terms, shall take office the first day of January immediately following that election, and shall serve for terms of office of four (4) years each. Members of the board shall serve for the terms of office specified therefor in this subsection and until their respective successors are elected and qualified.
- (d) Each candidate for commissioner in any primary or election shall be a resident of the State of Georgia and a qualified voter and shall have been a resident of Spalding County for at least two (2) years immediately prior to qualifying as a candidate and shall have been a resident of the single-member district for which the candidate is offering for election, including a primary, special, or general election, at least one (1) year immediately prior to qualifying as a candidate. Each commissioner shall remain a resident of the respective single-member district from which they are elected (or appointed), and which they represent, during their term of office as a member of said board. Should a member of the board, who is elected (or appointed) to represent a particular single-member district, change their residence from the district which they were elected (or appointed) to represent, a vacancy of such office shall thereby be created and shall thereafter be filled as provided in this section. Each candidate for commissioner shall be elected by a majority of the qualified electors voting in their single-member district. A candidate for commissioner shall specify the single-member district for which they are offering for election.
- (e) No candidate for commissioner and no member of the board of commissioners shall hold any other county or municipal office or employment while running for election or during his or her term of office as a commissioner.
- (f) Any vacancy occurring on the board shall be filled by a person elected or appointed for the unexpired term of the member whose seat has been vacated. Any person so appointed or elected to fill a vacancy on the board shall be eligible, if they are qualified pursuant to the provisions of this section and all other applicable laws, to be nominated and elected, or reelected, to succeed themselves as a member of said board.
- (g) Before entering upon the duties of the office of commissioner, each member of the board shall take the oath of office as required by the laws of Georgia.
- (h) Annually, the board shall elect one (1) of its members to serve as chairman of the board and another member to serve as vice-chairman of the board. The board may elect a clerk of the board, who need not be a member of the board. The board may designate, appoint, or employ such other officers, agents, and employees as the board may deem proper under and by virtue of the pertinent laws of Georgia. The chairman shall preside at all meetings of the board and shall serve as the chief executive officer of the county. For and during the absence, disqualification, or disability of the chairman, the vice-chairman shall serve as chairman. If the chairman's seat is vacated, the vice-chairman shall assume the duties of the chairman until such time as the chairman's vacancy is filled by the election of another member by the board. If the vice-chairman's seat is vacated, the board shall elect another of its members to fill such vacancy for the unexpired term of office.
- (i) The board of commissioners shall hold at least one (1) regular meeting each month at the county seat at such time and on such day of the week as the commissioners from time to time may designate. The time, date, and place of any such meeting may be changed as the commissioners shall deem proper. The commissioners may hold such other regular, special, or additional meetings as they may deem necessary or proper. Notice shall be required to be given pursuant to the Georgia Open Meetings Law for any meeting. A majority of the members, then serving on the board of commissioners, shall constitute a quorum for the transaction of business. In the absence of a quorum, a majority of the members of the board of commissioners present at any meeting may adjourn the meeting from time to time until a quorum can be

had. Notice of any adjourned meeting need only be given by announcement at the meeting at which the adjournment is taken. All resolutions adopted and all business transacted by the board of commissioners shall require the affirmative vote of a majority of the commissioners present at the meeting. From time to time the commissioners may fix an agenda for any meeting or meetings and may adopt such other rules of order as they may deem appropriate, which shall govern the conduct and procedure of their meetings.

- (j) A vacancy on the board of commissioners may occur by resignation from the board by a commissioner or removal of a commissioner from the board by any legal means. Vacancies occurring in the membership of the board shall be filled in the following manner:
- (1) If, at the time the vacancy occurs, there are less than three hundred sixty (360) days until the date of the next general election, a qualified successor from the district in which the vacancy occurred shall be appointed by the remaining members of the board to serve until the first day of January following the next general election. Such appointment shall be made from a list of nominees provided by the county executive committee of the political party of which the vacated board member was the candidate at the last general election in which the board seat was up for election. A qualified successor shall be elected at the next general election to serve for the remainder of the unexpired term or for the next term, whichever shall be applicable, and shall take office immediately upon the results of such election being certified by the election superintendent and the taking of the oath of office as required by the laws of Georgia. If the vacancy is in the office of chairperson, the vice chairperson shall serve as chairperson until a successor shall be elected as provided herein and, during such period, the board of commissioners shall be composed of five (5) members.
 - (2) If, at the time the vacancy occurs, there are more than three hundred sixty (360) days until the next general election:
 - (A) No later than fourteen (14) days after the occurrence of the vacancy, a qualified interim successor from the district in which the vacancy occurred shall be appointed by the remaining members of the board to serve until a special election can be held to fill the vacancy for the remainder of the unexpired term. Such appointment shall be made from a list of nominees provided by the county executive committee of the political party of which the vacated board member was the candidate at the last general election in which the board seat was up for election; and
 - (B) A qualified permanent successor from the district in which the vacancy occurred shall be elected at a special election called for such purpose. Only the qualified electors of Spalding County residing within the commissioners district wherein the vacancy occurred shall be eligible to vote at such election. The election superintendent of Spalding County shall call such election to be held on the earliest available date provided by general law for a special election to fill a vacancy. The election shall be governed by the provisions of Chapter 2 of Title 21 of the O.C.G.A., the "Georgia Election Code," as amended from time to time, relative to special elections for the filling of vacancies. The person elected at such special election shall take office immediately upon the results of such election being certified by the election superintendent and the taking of the oath of office as required by the laws of Georgia.. All persons so elected to fill a vacancy shall serve for the remainder of the unexpired term; and
 - (3) (A) The chief judge of the superior court of Spalding County shall have the power to declare a temporary vacancy on the board of commissioners created by the ill health, suspension from office of a board member, or the prolonged absence of a board member for any other reason upon request of the board of commissioners, provided that the length of such a temporary vacancy shall not exceed ninety (90) days. In the event of a temporary vacancy, no later than fourteen (14) days after the declaration of the vacancy, a qualified interim successor from the district in which the vacancy occurred shall be appointed by the remaining members of the board. Such appointment shall be made from a list of nominees provided by the county executive committee of the political party of which the vacated

board member was the candidate at the last general election in which the board seat was up for election.

- (B) In the event that a temporary vacancy exceeds ninety (90) days, a special election shall be held in the same manner as provided for in subparagraph (B) of paragraph (2) of this subsection. The person elected at such special election shall take office immediately upon the results of such election being certified by the election superintendent and the taking of the oath of office as required by the laws of Georgia.. All persons so elected to fill a temporary vacancy shall serve until the vacancy of the incumbent board member ends or for the remainder of the unexpired term, whichever event occurs first.
- (4) If none of the remaining members of the board vote to approve all persons from the list provided pursuant to this subsection, the county executive committee of the political party of which the vacated board member was the candidate in the last general election in which the board seat was up for election shall provide the board with a revised list of nominees from which to select. In the event that at least two (2) members of the board do not vote to appoint a person to fill a vacancy within the time provided for in this subsection, the chairperson shall then immediately appoint a qualified person from the list of nominations provided pursuant to this subsection to fill such vacancy. If the vacancy is the office of chairperson, the vice-chairperson shall make the appointment.
- (5) If the seat to be filled was vacated by a board member with no party affiliation the board shall advertise once a week for two weeks in the legal organ for Spalding County for applications of eligible residents of the district for which the seat is vacant and shall accept applications for ten (10) days after the final publication. At its next scheduled regular or extraordinary session, the board shall select a person from the list of applications to fill the vacant seat. In the event that at least two (2) members of the board do not vote to appoint a person to fill the vacancy within the time provided in this subsection, the chairperson shall then immediately appoint a qualified person from the list of applicants. If the vacancy is the office of the chairperson the vice-chairperson shall make the appointment.

Sec. 2.2. Compensation.

- (a) The board of commissioners shall be paid a salary for the members services to Spalding County and shall have the authority to adjust the compensation its members receive from time to time as the board deems appropriate,. Said salaries shall be apportioned and payable from the funds of Spalding County. Such salaries shall be payable, as accrued, in monthly installments or other periodic installments at the discretion of the majority of said commissioners.

Nothing herein shall be construed to prevent the board of commissioners from receiving any other compensation mandated by the State of Georgia to be paid to county commissioners, over and above the amounts designated by the board, as may be amended from time to time...

- (b) The chairman of the board of commissioners shall receive an additional monthly stipend for service as chairman of the board of commissioners in an amount to be set by resolution of the board. The chairman of the board of commissioners shall also receive an expense allowance to cover and provide for the expenses of travel within Spalding County each month in an amount to be set by resolution of the board of commissioners. i Said compensation shall be payable in monthly installments on the last day of each month from the funds of Spalding County and shall be in addition to the salary and any other compensation received by such officer.

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- (c) Each of the other members of the board of commissioners shall receive an expense allowance to cover and provide in full for the expenses of travel within Spalding County each month in an amount to be set by resolution of the board of commissioners, which compensation shall be payable in monthly installments on the last day of each month from the funds of Spalding County and shall be in addition to the salary and other compensation received by such member.

Sec. 2.3. Personnel.

The board of commissioners of Spalding County, as the governing authority thereof, shall have authority to appoint and employ a person to serve as the chief administrative official for said board, which officer shall be designated as the county manager and may also serve as ex officio clerk of said board. Said board shall also appoint and elect a person to serve as secretary of said board, who shall be known as the clerk of said board. Said board shall have the authority to create other administrative offices or departments and clerical positions, including deputies and assistants, and to designate titles or job classifications therefor, and shall further have the authority to appoint and select such persons from time to time to fill any or all such offices, positions or jobs. Said board shall have authority to delegate the appointment, selection and employment of all such personnel, except the clerk of said board, to the county manager. Any person may hold one (1) or more of any of the aforesaid offices, positions or jobs. All of said officers, agents or employees shall hold office or employment at the will of said board; provided, however, that said board may delegate authority to the county manager to discharge any and all such officers, agents or employees, except the clerk of the said board. Said board shall determine and fix the compensation, the times, places and conditions of work and the duties, assignments and responsibilities of all such officers, agents and employees, or, with the exception of said clerk, may delegate any such authority to the county manager. The foregoing officers and employees may be named, designated or appointed by said board in addition to the appointment and employment of a county warden, a county attorney, a county building inspector and other existing officers, agents or employees now appointed by said board, or as may hereafter be provided for and authorized to be appointed by said board. Said board shall have the authority to require security bonds from any or all such appointed officers, agents or employees, payable to Spalding County, in such respective amounts as said board may deem appropriate for the faithful performance of all duties and responsibilities or for the proper handling of all public funds and property or for both.

Sec. 2.4 Qualification and bonds of county officers.

All the powers in relation to the examination and approval of the bonds of the county officers and their qualification as officers, are hereby conferred upon the board of commissioners of the County of Spalding, by whom all of said bonds, if accepted, shall be approved and filed, and before whom all the county officers of said County of Spalding shall qualify; said commissioners, or any of them, being authorized to administer oaths as magistrates, any law or usage to the contrary notwithstanding.

Sec. 2.5. Incarcerated individuals.

- (a) The board of commissioners of Spalding County are hereby authorized, in their discretion, to pay to the officers of the superior court of Spalding County and the state court of Spalding County a reasonable compensation, to be fixed by said board for those individuals convicted of a misdemeanor in said courts and turned over for incarceration to the corrections facility of Spalding County.
- (b) The money thus paid for any incarcerated individual shall first be applied to the costs of that case, including jail fees and the cost of the magistrate court and constable if said case originated in magistrate court. If not sufficient to pay all costs, then to be equitably prorated by the judge of the court, and balance, if any over costs to be distributed as other fines and forfeitures.

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- (c) Said board of commissioners of Spalding County shall, in no event, pay more to the officers of Spalding County for incarcerated individuals than they would have to pay for incarcerated individuals from other sources. ()

Sec. 2.6. Agricultural agent and home demonstration agent.

The authority to cooperate with the Georgia Agricultural Extension Service, relative to the employment of the county agricultural agent and the county home demonstration agent of Spalding County, shall be vested in the board of commissioners of Spalding County.

Second Reading and Ordinance for Rezonings for 0 High Falls Road, Alan R. Mobley / Montana Property Group LLC, 0 High Falls Road, Griffin, Georgia 30223; located in Land Lot 209 of the 2nd Land District, Parcel No. 121 01008, and 115 Alicia Circle, Alan R. Mobley / Montana Property Group LLC, 115 Alicia Circle, Griffin, Georgia 30223; located in Land Lot 208 of the 2nd Land District, Parcel No. 120 02016.

Requesting Agency

Spalding County Community Development

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Yes

Summary and Background

Fiscal Impact / Funding Source

n/a

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

[sp.montana.13z.14.z.resolution.v4.9.12.25 - nmg final - REDLINE - SLJ.pdf](#)

ORDINANCE 2025-ORD-_____

IN RE:

APPLICATION OF ALAN R. MOBLEY/MONTANA PROPERTY GROUP, LLC

REZONING APPLICATION 25-13Z

REZONING APPLICATION 25-14Z

SPECIAL EXCEPTION APPLICATION 25-03S

SPECIAL EXCEPTION APPLICATION 25-04S

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**RESOLUTION TO AMEND THE
ZONING ORDINANCE OF SPALDING COUNTY, GEORGIA
AND
THE OFFICIAL ZONING MAP OF SPALDING COUNTY, GEORGIA**

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

WHEREAS, the Board of Commissioners of Spalding County, Georgia enacted the current Zoning Ordinance (also referred to as the Unified Development Ordinance (“UDO”) of Spalding County, Georgia) on January 4, 1994 and therein adopted the Official Zoning Map of Spalding County, Georgia, in Article 23, Section 2301, et seq.;

WHEREAS, the Board of Commissioners of Spalding County, Georgia is empowered to consider requests from property owners within Spalding County, Georgia seeking to rezone property located therein, seeking approval of special exception land uses and seeking variances required for the development and improvement of property in Spalding County, Georgia;

WHEREAS, Alan W. Mobley (Owner)/Montana Property Group, LLC (Agent/Developer) on or about March 3, 2025 initiated the following applications for the purpose of seeking approval for the development of property identified in this resolution, as follows:

- a. Rezoning Application No. 25-13Z, identified as Tax Parcel 121 01008, consisting of 86.81 acres, more or less, and designated as [unnumbered] High Falls Road from AR-1 Agricultural and Residential District and R-2 Single Family Residential District to C-1C Manufacturing-Light;
- b. Rezoning Application No. 25-14Z, identified as Tax Parcel 120 02016, consisting of 52.69 acres, more or less, and designated as 115 Alicia Drive from AR-1 Agricultural and Residential District and R-2 Single Family Residential District to C-1C Manufacturing-Light District;

- c. Special Exception Application No. 25-03S seeking a special exception on Tax Parcel 121-01008 for the development of a data center; and
- d. Special Exception Application No. 25-04S seeking a special exception on Tax Parcel 120-02016 for the development of a data center.

(cumulatively, the “Applications” and the “Subject Property”).

WHEREAS, the Subject Property is located within the Employment Character Area, as identified in the Spalding County 2042 Comprehensive Plan (approved October 17, 2022);

WHEREAS, the proposed development for which approval was sought in the Applications was evaluated as a Development of Regional Impact (“DRI”) by the Three Rivers Regional Commission which issued its Report of Findings, DRI No. 4425, which is incorporated herein by reference as if fully set forth and may be accessed in its entirety at: TRRC Report of Findings-Project Spalding;

WHEREAS, House Bill 1405, codified at O.C.G.A. § 36-66-4(a) allows the Board of Commissioners of Spalding County, Georgia to consider proposed action which include any combination of zoning decisions under subparagraphs (C), (E), or (F) of paragraph (4) of O.C.G.A. § 36-66-3 for the same property in a single hearing;

WHEREAS, the Spalding County Planning Commission conducted a hearing on the Applications pursuant to UDO, Sections 414(~~H~~)(~~B~~)(4) in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia on April 29, 2025;

WHEREAS, the Board of Commissioners of Spalding County, Georgia conducted a ~~hearing~~hearings on the Applications pursuant to UDO, Section 414(~~H~~)(~~B~~)(~~5~~) in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia on May 22, 2025 and July 14, 2025;

WHEREAS, the Board of Commissioners of Spalding County, Georgia is empowered pursuant to UDO, Section 415 to approve the Applications subject to conditions which relate to the use, occupancy, or development of property identified in the application, provided that such conditions imposed on the property may only be more restrictive than the requirements of any requested zoning district and other applicable parts of this ordinance as may apply to the property at issue in the Applications;

WHEREAS, the Board of Commissioners of Spalding County, Georgia considered the Applications, the evidence presented before the public hearings conducted by the Spalding County Planning Commission and the Board of Commissioners and having applied the criteria set forth in UDO, Section 414(~~H~~), ~~414(J)(1)~~(~~B~~)(~~5~~) and

WHEREAS, it is deemed by the Board of Commissioners of Spalding County, Georgia that approval of the Applications with conditions as an amendment to the Zoning Ordinance of

Spalding County, Georgia is in conformance with the Spalding County Comprehensive Plan and sound comprehensive planning principles and of substantial benefit to the public and in the promotion of the best interests and general welfare of the people;

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

Section 1: *Definition of the Subject Property that is subject to this Resolution.*

The Subject Property that is subject to this Resolution is identified as:

Tax Parcel 121 01008	86.81 acres
Tax Parcel 120 02016	52.69 acres

in Land Lots 207, 208, 209 and 210 of the Second Land District of Spalding County, Georgia.

Section 2: The Subject Property is more particularly described by the legal description attached hereto as Exhibit “A” and incorporated herein by reference as if fully set forth.

Section 3: *Development Plan of the Proposed Development.*

The proposed development will be a Data Center Campus, as shown on the “Site Plan – Site Development on 115 Alicia Drive,” dated March 4, 2025 attached hereto as Exhibit “B,” and incorporated herein by reference as if fully set forth.

Section 4: *Compliance with the Spalding County 2042 Comprehensive Plan.*

The Board of Commissioners of Spalding County, Georgia finds that the development of the Data Center Campus is located within the Employment Character Area approved in the Spalding County 2042 Comprehensive Plan and that it is consistent therewith.

Section 5: *Approval of Rezoning Application No. 25-13Z.*

Rezoning Application No. 25-13Z shall be and is hereby approved. The portion of the Subject Property, consisting of 86.81 acres and identified as Tax Parcel 121 01008, shall be rezoned from AR-1 Agricultural and Residential District and R-2 Single Family Residential District to C-1C Manufacturing-Light District, subject to the conditions imposed by the Board of Commissioners of Spalding County, Georgia set forth in Section 9(a) of this Resolution.

Section 6: *Approval of Rezoning Application No. 25-14Z.*

Rezoning Application No. 25-14Z shall be and is hereby approved. The portion of the Subject Property, consisting of 52.69 acres and identified as Tax Parcel 120 02016, shall be rezoned from the AR-1 Agricultural and Residential District and R-2 Single Family Residential

District to C-1C Manufacturing-Light District, subject to the conditions imposed by the Board of Commissioners of Spalding County, Georgia set forth in Section 9(a) of this Resolution.

Section 7: Approval of Special Exception Application 25-03S

Special Exception Application No. 25-03S seeking a special exception on Tax Parcel 121-01008 for the development of a data center campus in the C-1C Manufacturing – Light District pursuant to UDO, Section 1403A(B)(8), subject to the conditions imposed by the Board of Commissioners of Spalding County, Georgia set forth in Section 9(b) of this Resolution.

Section 8: Approval of Special Exception Application 25-04S

Special Exception Application No. 25-04S seeking a special exception on Tax Parcel 120-02016 for the development of a data center campus in the C-1C Manufacturing – Light District pursuant to UDO, Section 1403A(B)(8), subject to the conditions imposed by the Board of Commissioners of Spalding County, Georgia set forth in Section 9(b) of this Resolution.

Section 9: Conditions of Rezonings and Special Exceptions.

- a. Rezoning Applications Nos. 25-13Z and 25-14Z were approved with the following conditions being imposed by the Board of Commissioners of Spalding County, Georgia:
 1. Development on the Subject Property shall be limited to use as a Data Center Campus;
 2. The development and construction of the Data Center Campus shall comply with any and all requirements, if any, set forth in Development of Regional Impact (“DRI”) Report of Findings, DRI No. 4425;
 3. The development and construction of the Data Center Campus shall comply with all requirements set forth in UDO Section 1403A(B)(8);
 4. The development and construction of the Data Center Campus shall comply with the buffering and landscaping requirements of UDO Section 1403A(B)(8) and UDO, Appendix K (Landscaping, including Tree Preservation);
 5. In addition to the primary vehicular driveway, a separate entrance for fire emergency vehicles shall be part of the data center campus.
 6. Any outdoor lighting constructed within the Data Center Campus shall be ~~D~~dark ~~S~~ky lighting compliant;
 7. Paving on High Falls Road, fronting the Subject Property shall comply with the Spalding County “super paving” specifications, Spalding County Code, § 502(Q) (Arterial Column);

8. An acoustic/noise study shall be provided to the Department of Community Development prior to issuance of the LDP;
9. Acoustic walls shall be constructed around the perimeter of the generator area; and
10. Upon cessation of use of the Subject Property as a Data Center Campus, it shall be decommissioned as set forth below:
 - A. Decommissioning is the process of safely closing and dismantling a data warehouse, including the removal of all equipment, hazardous materials, and restoration of the site.
 - B. Decommissioning Plan:
 1. Submission Requirement: Developers must submit a decommissioning plan to the Spalding County Community Development Department prior to the issuance of a building permit for a data warehouse.
 2. Plan Contents: The decommissioning plan shall include, at a minimum:
 - Timeline: A detailed timeline for the decommissioning process, including key milestones and estimated completion dates for each phase of the decommissioning activities.
 - Equipment and Material Removal Procedures: Specific procedures for the safe dismantling and removal of all equipment, materials, and structures from the data warehouse site. This should include methods for handling and transporting equipment to prevent damage and ensure safety.
 - Hazardous Materials Management: Detailed methods for identifying, handling, and disposing of hazardous materials in compliance with federal, state, and local regulations. This should include a list of all hazardous materials present on-site and the procedures for their safe removal and disposal.
 - Site Remediation Plan: A comprehensive plan for site remediation, including soil and groundwater testing, identification of any contamination, and proposed cleanup measures. This should also include a timeline for remediation activities and methods for monitoring and verifying the effectiveness of the remediation efforts.
 - Site Restoration Plan: A detailed plan for restoring the site to a condition suitable for future use. This should include the removal of any remaining structures, re-vegetation, landscaping, and any other necessary measures to ensure the site is safe and aesthetically pleasing.
 - Health and Safety Measures: Procedures to ensure the health and safety of workers and the surrounding community during the decommissioning process. This should include measures for dust control, noise reduction, and protection from hazardous materials.

- Compliance and Reporting: A plan for ensuring compliance with all applicable regulations and the approved decommissioning plan. This should include procedures for regular reporting to the Spalding County Community Development Department, including progress reports and a final decommissioning report.
- C. Decommissioning Compliance: Compliance during the decommissioning process will be monitored through several key methods to ensure that all activities adhere to the approved decommissioning plan and applicable regulations. Here are the primary methods:
1. Regular Inspections: The Spalding County Community Development Department will conduct regular inspections of the data warehouse site. These inspections will verify that decommissioning activities are being carried out according to the approved plan and identify any deviations or non-compliance issues early on.
 2. Progress Reports: Developers are required to submit quarterly progress reports detailing the decommissioning activities completed during the reporting period. These reports will include summaries of work done, any deviations from the plan, reasons for deviations, and updated timelines for remaining activities. This ensures continuous oversight and accountability.
 3. Final Report: Upon completion of the decommissioning process, developers must submit a comprehensive final report. This report will include a detailed account of all decommissioning activities, documentation of equipment and hazardous materials removal, evidence of site remediation and restoration, compliance certification, financial summary, and a community impact assessment.
 4. Documentation and Record-Keeping: Maintaining thorough documentation and records of all decommissioning activities is crucial. This includes records of equipment removal, hazardous materials disposal, site remediation efforts, and compliance with data protection regulations. Proper documentation ensures transparency and traceability.
 5. Third-Party Audits: In some cases, third-party audits may be conducted to provide an independent assessment of the decommissioning process. These audits can help verify compliance with regulations and industry standards, ensuring that all activities are performed responsibly and safely.
- D. Financial Assurance:
1. Decommissioning Bond Requirement: Developers must provide a decommissioning bond to cover the cost of decommissioning, removal, remediation, and mitigation of the property. The bond amount shall be adequate to ensure the complete decommissioning of the data warehouse and

restoration of the site.

2. **Bond Amount Determination:** The amount of the decommissioning bond shall be determined by the Spalding County Board of Commissioners based on an estimate provided by a qualified independent engineer. The estimate shall include:
 - Costs for the removal of all equipment and materials.
 - Costs for the disposal of hazardous materials.
 - Costs for site remediation and mitigation, including soil and groundwater testing and cleanup if necessary.
 - Costs for site restoration, including re-vegetation and any necessary landscaping.
3. **Bond Review and Adjustment:** The bond amount shall be reviewed and adjusted periodically, as determined by the Spalding County Board of Commissioners, to ensure it remains adequate to cover the decommissioning costs.
4. **Form of Financial Assurance:** The financial assurance may be provided in the form of a bond, escrow account, letter of credit, or other financial instrument acceptable to the Spalding County Board of Commissioners. The form of financial assurance must be sufficient to cover the estimated costs of decommissioning, removal, remediation, and site restoration.
5. **Release of Financial Assurance:** The financial assurance shall not be released until the Spalding County Community Development Department has verified that the decommissioning, removal, remediation, and site restoration have been completed in accordance with the approved decommissioning plan and all applicable regulations. A final inspection and approval by the Spalding County Community Development Department are required before the release of the financial assurance.
6. **Use of Financial Assurance:** In the event that the developer fails to complete the decommissioning, removal, remediation, and site restoration as required, the Spalding County Board of Commissioners shall have the right to use financial assurance to cover the costs of completing the decommissioning process. Any remaining funds after the completion of the decommissioning process shall be returned to the developer.

E. Reporting Requirements:

1. **Progress Reports:** Developers must submit quarterly progress reports to the Spalding County Community Development Department during the decommissioning process. These reports shall include:
 - A summary of decommissioning activities completed during the

reporting period.

- Any deviations from the approved decommissioning plan and the reasons for such deviations.
- An updated timeline for the remaining decommissioning activities.

2. Final Report: Upon completion of the decommissioning process, developers must submit a final report to the Spalding County Community Development Department. The final report shall include:

- Detailed Account of Decommissioning Activities: A comprehensive description of all decommissioning activities performed, including the dismantling and removal of equipment, structures, and materials.
- Documentation of Removal and Disposal: Records and receipts documenting the removal and proper disposal of all equipment, materials, and hazardous substances in accordance with federal, state, and local regulations.
- Site Remediation and Restoration Evidence: Evidence of site remediation and restoration efforts, including soil and groundwater testing results, photographs of the site before and after decommissioning, and any necessary environmental cleanup reports.
- Compliance Certification: A statement certifying that the decommissioning was completed in accordance with the approved decommissioning plan and all applicable regulations. This certification should be signed by a qualified independent engineer or environmental consultant.
- Financial Summary: A financial summary detailing the costs incurred during the decommissioning process, including the use of decommissioning bond funds.
- Community Impact Assessment: An assessment of the impact of the decommissioning on the surrounding community, including any measures taken to mitigate negative effects and feedback from community stakeholders. This assessment should include:
- Community Engagement: Documentation of any community meetings or consultations held during the decommissioning process, including feedback received and how it was addressed.
- Mitigation Measures: Details of any measures taken to mitigate negative impacts on the community, such as noise reduction, traffic management, and dust control.
- Post-Decommissioning Use: Information on the intended future use of the site and any plans for redevelopment or repurposing.

F. Compliance and Enforcement:

1. Inspections: The Spalding County Community Development Department shall have the right to inspect the data warehouse site at any time during the decommissioning process to ensure compliance with the approved decommissioning plan and all applicable regulations. Inspections may be

scheduled or unscheduled and shall include, but are not limited to, the following:

- Initial Inspection: An initial inspection to verify that the decommissioning plan is being followed and that all necessary preparations have been made.
 - Periodic Inspections: Regular inspections throughout the decommissioning process to monitor progress and ensure ongoing compliance with the decommissioning plan.
 - Final Inspection: A final inspection upon completion of the decommissioning process to verify that all activities have been carried out in accordance with the approved plan and that the site has been properly restored.
2. Penalties: Failure to comply with the decommissioning requirements may result in penalties, including fines and revocation of permits. Specific penalties may include:
- Fines: Monetary fines imposed for each day of non-compliance or for specific violations of the decommissioning plan or applicable regulations.
 - Permit Revocation: Revocation of permits issued for the data warehouse, which may result in the cessation of all decommissioning activities until compliance is achieved.
 - Legal Action: The Spalding County Board of Commissioners may pursue legal action to enforce compliance with the decommissioning requirements, including seeking court orders to compel compliance or recover costs incurred by the county in completing the decommissioning process.
 - Bond Call Penalty: In the event that the Spalding County Board of Commissioners is required to call the decommissioning bond to complete the work, the developer shall be liable for an additional penalty. This penalty shall be equal to 10% of the bond amount and shall be used to cover administrative costs and any additional expenses incurred by the county in managing the decommissioning process. Tree protection plan required to be approved by the Community Development Director prior to the start of clearing.
- b. Special Exception Applications Nos. 25-03S and 25-04S were approved with the following conditions being imposed by the Board of Commissioners of Spalding County, Georgia:
1. The development and construction of the Data Center Campus shall comply with the architectural requirements set forth in UDO, Section 1403A(B)(8);

2. The development and construction of the Data Center Campus shall comply with the buffering and landscaping requirements of UDO, Section 1403A(B)(8) and UDO, Appendix K (Landscaping, including Tree Preservation);
3. The development and construction of the Data Center Campus shall comply with any and all requirements, if any, set forth in Development of Regional Impact (“DRI”) Report of Findings, DRI No. 4425;
4. The development and construction of the Data Center Campus shall comply with the airport zone height restrictions set forth in the A-O Griffin-Spalding County Airport Overlay District, UDO, Section 2205A.;
5. In addition to the primary vehicular driveway, a separate entrance for fire emergency vehicles shall be part of the datacenter campus.
6. The Data Center Campus shall comply with all regulations of the Spalding County Fire Marshall;
7. Any outdoor lighting constructed within the Data Center Campus shall be ~~night dark sky~~ friendly lighting complaint;
8. Paving on High Falls Road, fronting the Subject Property shall comply with the Spalding County “super paving” specifications, Spalding County Code, §§ 502(Q) (Arterial Column);;
9. Confirmation of utility availability to serve the Data Center Campus, including but not limited to, water, sewer, natural gas ,and electricity, shall be provided to the Department of Community Development prior to the issuance of a Land Disturbance Permit (“LDP”);
10. A closed-loop water (cooling) system is required;
11. An acoustic/noise study shall be provided to the Department of Community Development prior to issuance of the LDP;
12. Acoustic walls shall be constructed around the perimeter of the generator area; and
11. Upon cessation of use of the Subject Property as a Data Center Campus, it shall be decommissioned as set forth below:
 - G. Decommissioning is the process of safely closing and dismantling a data warehouse, including the removal of all equipment, hazardous materials, and restoration of the site.
 - H. Decommissioning Plan:

3. Submission Requirement: Developers must submit a decommissioning plan to the Spalding County Community Development Department prior to the issuance of a building permit for a data warehouse.
4. Plan Contents: The decommissioning plan shall include, at a minimum:
 - Timeline: A detailed timeline for the decommissioning process, including key milestones and estimated completion dates for each phase of the decommissioning activities.
 - Equipment and Material Removal Procedures: Specific procedures for the safe dismantling and removal of all equipment, materials, and structures from the data warehouse site. This should include methods for handling and transporting equipment to prevent damage and ensure safety.
 - Hazardous Materials Management: Detailed methods for identifying, handling, and disposing of hazardous materials in compliance with federal, state, and local regulations. This should include a list of all hazardous materials present on-site and the procedures for their safe removal and disposal.
 - Site Remediation Plan: A comprehensive plan for site remediation, including soil and groundwater testing, identification of any contamination, and proposed cleanup measures. This should also include a timeline for remediation activities and methods for monitoring and verifying the effectiveness of the remediation efforts.
 - Site Restoration Plan: A detailed plan for restoring the site to a condition suitable for future use. This should include the removal of any remaining structures, re-vegetation, landscaping, and any other necessary measures to ensure the site is safe and aesthetically pleasing.
 - Health and Safety Measures: Procedures to ensure the health and safety of workers and the surrounding community during the decommissioning process. This should include measures for dust control, noise reduction, and protection from hazardous materials.
 - Compliance and Reporting: A plan for ensuring compliance with all applicable regulations and the approved decommissioning plan. This should include procedures for regular reporting to the Spalding County Community Development Department, including progress reports and a final decommissioning report.
- I. Decommissioning Compliance: Compliance during the decommissioning process will be monitored through several key methods to ensure that all activities adhere to the approved decommissioning plan and applicable regulations. Here are the primary methods:
6. Regular Inspections: The Spalding County Community Development Department will conduct regular inspections of the data warehouse site. These inspections will verify that decommissioning activities are being carried out according to the approved plan and identify any deviations or

non-compliance issues early on.

7. Progress Reports: Developers are required to submit quarterly progress reports detailing the decommissioning activities completed during the reporting period. These reports will include summaries of work done, any deviations from the plan, reasons for deviations, and updated timelines for remaining activities. This ensures continuous oversight and accountability.
8. Final Report: Upon completion of the decommissioning process, developers must submit a comprehensive final report. This report will include a detailed account of all decommissioning activities, documentation of equipment and hazardous materials removal, evidence of site remediation and restoration, compliance certification, financial summary, and a community impact assessment.
9. Documentation and Record-Keeping: Maintaining thorough documentation and records of all decommissioning activities is crucial. This includes records of equipment removal, hazardous materials disposal, site remediation efforts, and compliance with data protection regulations. Proper documentation ensures transparency and traceability.
10. Third-Party Audits: In some cases, third-party audits may be conducted to provide an independent assessment of the decommissioning process. These audits can help verify compliance with regulations and industry standards, ensuring that all activities are performed responsibly and safely.

J. Financial Assurance:

7. Decommissioning Bond Requirement: Developers must provide a decommissioning bond to cover the cost of decommissioning, removal, remediation, and mitigation of the property. The bond amount shall be adequate to ensure the complete decommissioning of the data warehouse and restoration of the site.
8. Bond Amount Determination: The amount of the decommissioning bond shall be determined by the Spalding County Board of Commissioners based on an estimate provided by a qualified independent engineer. The estimate shall include:
 - Costs for the removal of all equipment and materials.
 - Costs for the disposal of hazardous materials.
 - Costs for site remediation and mitigation, including soil and groundwater testing and cleanup if necessary.
 - Costs for site restoration, including re-vegetation and any necessary landscaping.
9. Bond Review and Adjustment: The bond amount shall be reviewed and

adjusted periodically, as determined by the Spalding County Board of Commissioners, to ensure it remains adequate to cover the decommissioning costs.

10. Form of Financial Assurance: The financial assurance may be provided in the form of a bond, escrow account, letter of credit, or other financial instrument acceptable to the Spalding County Board of Commissioners. The form of financial assurance must be sufficient to cover the estimated costs of decommissioning, removal, remediation, and site restoration.
11. Release of Financial Assurance: The financial assurance shall not be released until the Spalding County Community Development Department has verified that the decommissioning, removal, remediation, and site restoration have been completed in accordance with the approved decommissioning plan and all applicable regulations. A final inspection and approval by the Spalding County Community Development Department are required before the release of the financial assurance.
12. Use of Financial Assurance: In the event that the developer fails to complete the decommissioning, removal, remediation, and site restoration as required, the Spalding County Board of Commissioners shall have the right to use financial assurance to cover the costs of completing the decommissioning process. Any remaining funds after the completion of the decommissioning process shall be returned to the developer.

K. Reporting Requirements:

3. Progress Reports: Developers must submit quarterly progress reports to the Spalding County Community Development Department during the decommissioning process. These reports shall include:
 - A summary of decommissioning activities completed during the reporting period.
 - Any deviations from the approved decommissioning plan and the reasons for such deviations.
 - An updated timeline for the remaining decommissioning activities.
4. Final Report: Upon completion of the decommissioning process, developers must submit a final report to the Spalding County Community Development Department. The final report shall include:
 - Detailed Account of Decommissioning Activities: A comprehensive description of all decommissioning activities performed, including the dismantling and removal of equipment, structures, and materials.
 - Documentation of Removal and Disposal: Records and receipts documenting the removal and proper disposal of all equipment, materials, and hazardous substances in accordance with federal, state,

and local regulations.

- **Site Remediation and Restoration Evidence:** Evidence of site remediation and restoration efforts, including soil and groundwater testing results, photographs of the site before and after decommissioning, and any necessary environmental cleanup reports.
- **Compliance Certification:** A statement certifying that the decommissioning was completed in accordance with the approved decommissioning plan and all applicable regulations. This certification should be signed by a qualified independent engineer or environmental consultant.
- **Financial Summary:** A financial summary detailing the costs incurred during the decommissioning process, including the use of decommissioning bond funds.
- **Community Impact Assessment:** An assessment of the impact of the decommissioning on the surrounding community, including any measures taken to mitigate negative effects and feedback from community stakeholders. This assessment should include:
- **Community Engagement:** Documentation of any community meetings or consultations held during the decommissioning process, including feedback received and how it was addressed.
- **Mitigation Measures:** Details of any measures taken to mitigate negative impacts on the community, such as noise reduction, traffic management, and dust control.
- **Post-Decommissioning Use:** Information on the intended future use of the site and any plans for redevelopment or repurposing.

L. Compliance and Enforcement:

3. **Inspections:** The Spalding County Community Development Department shall have the right to inspect the data warehouse site at any time during the decommissioning process to ensure compliance with the approved decommissioning plan and all applicable regulations. Inspections may be scheduled or unscheduled and shall include, but are not limited to, the following:
 - **Initial Inspection:** An initial inspection to verify that the decommissioning plan is being followed and that all necessary preparations have been made.
 - **Periodic Inspections:** Regular inspections throughout the decommissioning process to monitor progress and ensure ongoing compliance with the decommissioning plan.
 - **Final Inspection:** A final inspection upon completion of the decommissioning process to verify that all activities have been carried out in accordance with the approved plan and that the site has been properly restored.
4. **Penalties:** Failure to comply with the decommissioning requirements may

result in penalties, including fines and revocation of permits. Specific penalties may include:

- Fines: Monetary fines imposed for each day of non-compliance or for specific violations of the decommissioning plan or applicable regulations.
- Permit Revocation: Revocation of permits issued for the data warehouse, which may result in the cessation of all decommissioning activities until compliance is achieved.
- Legal Action: The Spalding County Board of Commissioners may pursue legal action to enforce compliance with the decommissioning requirements, including seeking court orders to compel compliance or recover costs incurred by the county in completing the decommissioning process.
- Bond Call Penalty: In the event that the Spalding County Board of Commissioners is required to call the decommissioning bond to complete the work, the developer shall be liable for an additional penalty. This penalty shall be equal to 10% of the bond amount and shall be used to cover administrative costs and any additional expenses incurred by the county in managing the decommissioning process. Tree protection plan required to be approved by the Community Development Director prior to the start of clearing.

Section 10: *Amendment of the Official Zoning Map of Spalding County, Georgia.*

- a. Pursuant to the requirements of UDO, Section 2302(B), the Official Zoning Map of Spalding County, Georgia shall be amended to reflect the change made hereby to read as follows:

On July 14, 2025, by official action of the Board of Commissioners of Spalding County, Georgia, the following change was made to the Official Zoning Map of Spalding County: The following Subject Property, lying and being in Land Lots 207, 208, 209, and 210 of the Second Land District of Spalding County, Georgia shall be zoned C-1C Manufacturing-Light District:

Tax Parcel 121 01008	86.81 acres
Tax Parcel 120 02016	52.69 acres

- b. The Chairman of the Board of Commissioners of Spalding County, Georgia is directed and authorized to execute such notice of the amendment of the Official Zoning Map of Spalding County, Georgia.
- c. The Zoning Administrator is authorized and directed to enter such notice of the amendment of the Official Zoning Map of Spalding County, Georgia thereon.

Section 11: *Recording.*

This Ordinance and all of the Exhibits attached hereto shall be recorded in the deed records of Office of the Clerk of Superior Court, Spalding County, Georgia. The terms of this Ordinance and any and all Conditions of approval set forth in Section 9 above shall run with the Subject Property.

Section 12: Successors and Assigns.

This Ordinance and all of the Exhibits attached hereto and incorporated herein by reference shall apply to the Owner, and its respective transferees, successor and assigns.

Section 13: Amendment of Ordinance/Conditions.

This Ordinance may only be amended pursuant to the procedures required by UDO, Section 414. Any provision of the Conditions of approval set forth in Section 9 shall only be amended by compliance with Section 415.

Section 14: The foregoing amendments to the Zoning Ordinance of Spalding County shall become effective immediately upon adoption of this resolution.

Section 15: All Ordinances or resolutions in conflict herewith shall be and are hereby, repealed.

Approved on First Reading:	July 14, 2025
Approved on Second Reading:	September 15, 2025

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

ATTEST:

DR. STEVE LEDBETTER, Ph. D
County Manager and Clerk of the Board of Commissioners
of Spalding County, Georgia

EXHIBIT "A"

PARCEL 1:

ALL THAT LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN LAND LOTS 209 & 210, OF THE 2ND LAND DISTRICT OF ORIGINALLY MONROE, NOW SPALDING COUNTY, GEORGIA, BEING MORE PARTICULARLY SHOWN AND DESIGNATED AS CONTAINING 86.81 ACRES AS SHOWN ON A PLAT OF SURVEY ENTITLED " PROPERTY SURVEY FOR ALAN MOBLEY" PREPARED BY G. TIM CONKLE, RLS NO. 2001, RECORDED IN PLAT BOOK 24, PAGE 266 SPALDING COUNTY SUPERIOR COURT RECORDS, WHICH SAID PLAT IS INCORPORATED HEREIN AND MADE A PART OF THIS LEGAL DESCRIPTION.

PARCEL 2:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 207 AND 208 OF THE 2ND DISTRICT OF ORIGINALLY MONROE, NOW SPALDING COUNTY, GEORGIA, CONTAINING 52.69 ACRES MORE OR LESS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON STAKE FOUND ON THE NORTH RIGHT OF WAY LINE OF HIGH FALLS ROAD (60 FOOT RIGHT OF WAY) AT THE INTERSECTION OF THE EAST LINE OF LAND LOT 207 WITH THE NORTH RIGHT OF WAY LINE OF SAID HIGH FALLS ROAD AND RUNNING THENCE ALONG SAID RIGHT OF WAY NORTH 88 DEGREES 44 MINUTES 34 SECONDS WEST 29.61 FEET TO AN IRON STAKE FOUND; RUNNING THENCE NORTH 05 DEGREES 02 MINUTES 40 SECONDS WEST 182.38 FEET TO AN IRON STAKE FOUND; RUNNING THENCE SOUTH 87 DEGREES 47 MINUTES 52 SECONDS WEST 148.23 FEET TO AN IRON STAKE FOUND; RUNNING THENCE NORTH 16 DEGREES 31 MINUTES 44 SECONDS EAST 199.16 FEET TO AN IRON STAKE FOUND; RUNNING THENCE NORTH 79 DEGREES 02 MINUTES 54 SECONDS WEST 136.20 FEET TO AN IRON STAKE FOUND; RUNNING THENCE NORTH 79 DEGREES 02 MINUTES 54 SECONDS WEST 50.00 FEET TO AN IRON STAKE FOUND; RUNNING THENCE SOUTH 14 DEGREES 20 MINUTES 01 SECONDS WEST 91.38 FEET TO AN IRON STAKE FOUND; RUNNING THENCE NORTH 82 DEGREES 53 MINUTES 16 SECONDS WEST 102.24 FEET TO AN IRON STAKE FOUND; RUNNING THENCE SOUTH 10 DEGREES 35 MINUTES 46 SECONDS WEST 64.77 FEET TO AN IRON STAKE FOUND; RUNNING THENCE NORTH 79 DEGREES 20 MINUTES 06 SECONDS WEST 192.15 FEET TO AN IRON STAKE FOUND; RUNNING THENCE NORTH 10 DEGREES 35 MINUTES 03 SECONDS EAST 155.97 FEET TO AN IRON STAKE FOUND; RUNNING THENCE NORTH 81 DEGREES 43 MINUTES 44 SECONDS WEST 202.89 FEET TO AN IRON STAKE FOUND; RUNNING THENCE NORTH 82 DEGREES 56 MINUTES 18 SECONDS WEST 48.88 FEET TO AN IRON STAKE FOUND; RUNNING THENCE NORTH 85 DEGREES 27 MINUTES 48 SECONDS WEST 250.40 FEET TO AN IRON STAKE FOUND; RUNNING THENCE NORTH 85 DEGREES 27 MINUTES 48 SECONDS WEST A DISTANCE OF 299.41 FEET TO AN IRON PIN FOUND; RUNNING THENCE NORTH 01 DEGREES 40 MINUTES 05 SECONDS WEST 133.01 FEET TO AN IRON STAKE FOUND; RUNNING THENCE NORTH 01 DEGREES 35 MINUTES 04 SECONDS WEST 502.05 FEET TO AN IRON STAKE FOUND; RUNNING THENCE NORTH 01 DEGREES 35 MINUTES 06 SECONDS WEST 524.48 FEET TO AN IRON STAKE FOUND; RUNNING THENCE NORTH 01 DEGREES 34 MINUTES 26 SECONDS WEST 345.69 FEET TO AN IRON STAKE FOUND; RUNNING THENCE NORTH 89 DEGREES 45 MINUTES 48 SECONDS EAST 77.55 FEET TO AN IRON STAKE FOUND; RUNNING THENCE SOUTH 89 DEGREES 42 MINUTES 23 SECONDS EAST 1,344.63 FEET TO AN IRON STAKE FOUND; RUNNING THENCE SOUTH 00 DEGREES 35 MINUTES 59 SECONDS EAST 1,597.55 FEET TO AN IRON STAKE FOUND; RUNNING THENCE SOUTH 02 DEGREES 10 MINUTES 01 SECONDS EAST 193.88 FEET TO AN IRON STAKE FOUND; RUNNING THENCE SOUTH 02 DEGREES 10 MINUTES 01 SECONDS EAST 238.01 FEET TO AN IRON STAKE FOUND AND THE POINT OF BEGINNING.

EXHIBIT "B"





**BOARD OF COMMISSIONERS - EXTRAORDINARY
SESSION**

Second Reading and Ordinance for Rezonings for 2825 AKB Parkway, High Falls LLC, 2825 AKB Parkway, Griffin, Georgia 30223; located in Land Lot 0 of the 3rd Land District, Parcel No. 218 02005D, and 0 Tomochichi Road, High Falls LLC, 0 Tomochichi Road, Griffin, Georgia 30223; located in Land Lot 80 of the 3rd Land District, Parcel No. 218 02006E.

Requesting Agency

Spalding County Community Development

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Yes

Summary and Background

Fiscal Impact / Funding Source

n/a

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

[sp.high.falls.16.11z.12.z.resolution.v3.9.10.25.docx](#)

ORDINANCE 2025-ORD-_____

IN RE:

APPLICATION OF HIGH FALLS 26, LLC
REZONING APPLICATION 25-11Z
REZONING APPLICATION 25-12Z

**RESOLUTION TO AMEND THE
ZONING ORDINANCE OF SPALDING COUNTY, GEORGIA
AND
THE OFFICIAL ZONING MAP OF SPALDING COUNTY, GEORGIA**

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

WHEREAS, the Board of Commissioners of Spalding County, Georgia enacted the current Zoning Ordinance (also referred to as the Unified Development Ordinance (“UDO”) of Spalding County, Georgia on January 4, 1994 and therein adopted the Official Zoning Map of Spalding County, Georgia, in Article 23, Section 2301, et. seq.;

WHEREAS, the Board of Commissioners of Spalding County, Georgia is empowered to consider requests from property owners within Spalding County, Georgia seeking to rezone property located therein, seeking approval of special exception land uses and seeking variances required for the development and improvement of property in Spalding County, Georgia;

WHEREAS, High Falls 16, LLC (Owner) on or about April 1, 2025 initiated the following applications for the purpose of seeking approval for the development of property identified in this resolution, as follows:

- a. Rezoning Application No. 25-11Z, identified as Tax Parcel 218 02005D, consisting of 19.65 acres, more or less, and designated as 2825 Arthur K. Bolton Parkway from C-1 General Commercial District to C-2 Manufacturing District/AKB Arthur K. Bolton Overlay District; and
- b. Rezoning Application No. 25-12Z, identified as Tax Parcel 218 02006E, consisting of 5.05 acres, more or less, and designated as [unnumbered] Tomochichi Road from the AR-1 Agricultural and Residential District and R-2 Single Family Residential District to C-2 Manufacturing District/AKB Arthur K. Bolton Overlay District.

(cumulatively, the “Applications” and the “Subject Property”).

WHEREAS, the Subject Property is located within the Employment Character Area, as identified in the Spalding County 2042 Comprehensive Plan (approved October 17, 2022);

WHEREAS, the Spalding County Planning Commission conducted a hearing on the Applications pursuant to UDO, Sections 414(B)(4) in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia on April 29, 2025;

WHEREAS, the Board of Commissioners of Spalding County, Georgia conducted a hearing on the Applications pursuant to UDO, Section 414 (B)(5) in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia on May 22, 2025;

WHEREAS, the Board of Commissioners of Spalding County, Georgia is empowered pursuant to UDO, Section 415 to approve the Applications subject to conditions which relate to the use, occupancy, or development of property identified in the application, provided that such conditions imposed on the property may only be more restrictive than the requirements of any requested zoning district and other applicable parts of this ordinance as may apply to the property at issue in the Applications;

WHEREAS, the Board of Commissioners of Spalding County, Georgia considered the Applications, the evidence presented before the public hearings conducted by the Spalding County Planning Commission and the Board of Commissioners and having applied the criteria set forth in UDO, Section 414(B)(1-2); and

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

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

Section 1: *Definition of the Subject Property that is subject to this Resolution.*

The Subject Property that is subject to this Resolution is identified as:

Tax Parcel 218 02005D	19.65 acres,
Tax Parcel 218 02006E	5.05

in Land Lot 80 the Second Land District of Spalding County, Georgia.

Section 2: The Subject Property is more particularly described by the legal description attached hereto as Exhibit “A” and as shown on a certain plat of survey entitled: “Rezoning Survey for #2825 Arthur K. Bolton Parkway and Tomochichi Road” prepared by Kevin M. Brown, RLS, Falcon Design Consultants, dated February 11, 2025; which is attached hereto as Exhibit “B” which is attached hereto and incorporated herein by reference as if fully set forth.

Section 3: *Development Plan of the Proposed Development.*

The proposed development will be a Planned Industrial/Commercial Development, including Contractor/Service Professional Offices Warehouses/Convenience Store with Gas Pumps. The Zoning Concept Plan, prepared by Falcon Design Consultants, dated July 9, 2025 is shown on Exhibit “C,” which is attached hereto and incorporated herein by reference as if fully set forth.

Section 4: *Compliance with the Spalding County 2042 Comprehensive Plan.*

The Board of Commissioners of Spalding County, Georgia finds that the Planned Industrial/Commercial Development is located within the Employment Character Area approved in the Spalding County 2042 Comprehensive Plan and that it is consistent therewith.

Section 5: *Approval of Rezoning Application No. 25-11Z.*

Rezoning Application No. 25-11Z shall be and is hereby approved. The Subject Property shall be rezoned from C-1 General Commercial District to C-2 Manufacturing District/AKB Arthur K. Bolton Overlay District, subject to the conditions imposed by the Board of Commissioners of Spalding County, Georgia set forth in Section 7 of this Resolution.

Section 6: *Approval of Rezoning Application No. 25-12Z.*

Rezoning Application No. 25-12Z shall be and is hereby approved. The Subject Property shall be rezoned from the AR-1 Agricultural and Residential District and R-2 Single Family Residential District to C-2 Manufacturing District/AKB Arthur K. Bolton Overlay District, subject to the conditions imposed by the Board of Commissioners of Spalding County, Georgia set forth in Section 7 of this Resolution.

Section 7: *Conditions of Rezoning.*

Rezoning Applications Nos. 25-10Z and 25-11Z were approved with the following conditions of Rezoning being imposed by the Board of Commissioners of Spalding County, Georgia:

- a. The development and construction of the Planned Industrial/Commercial Development shall comply with UDO, Sections 2206 and 2208;
- b. Any and all final civil and structural plans shall be subject to further review by the Spalding County Department of Community Development;

- c. The development shall be constructed in compliance with the buffer and screening requirements of UDO, Section 405 and 407, particularly along the rear and side yards of residential lots located on Tomochichi Road. Notwithstanding any provision of the UDO to the contrary:
 - (i) All parking in the development shall be setback at least twenty-five (25) feet from the development's exterior property line;
 - (ii) Setbacks and buffers adjacent to residentially zoned or used parcels shall be:
 - a. A building setback of twenty-five (25) feet; and
 - b. A buffer consisting of a berm four (4) feet in height, with evergreen trees, such as Leyland Cypress and holly, of at least six (6) in height and three (3) feet in width (at the time of planting) planted on top of the berm;
- d. All buildings in the development shall be constructed of materials shown on the Zoning Concept Plan;
- e. The development, as built, shall not vary significantly from the Zoning Concept Plan, While the location and shape of buildings within the development may change, total square footage of buildings within the development shall not exceed 193,000 square feet. Any significant deviation of the development from the Zoning Concept Plan, as determined by the Community Development Director, shall require approval of a change in condition pursuant to UDO, Section 415;
- f. The uses permitted within the development shall not vary significantly from the "contractor/service professional office garage/warehouse park and gas station" described in the Applications. Any significant deviation from the uses allowed within the development, as determined by the Community Development Director, shall require approval of a change in condition pursuant to UDO, Section 415;
- g. The following components of the development, as built, shall not vary from the location and layout shown on the Zoning Concept Plan:
 - (i) The location of the convenience store and gas pumps;
 - (ii) Restriction of access onto Tomochichi Road;
 - (iii) The requirement of the landscape buffer of fifteen (15) feet with berm along the rear and side property lines of residential properties along Tomochichi Road.
- h. No truck stop, truck terminal or truck parking shall be permitted in the development. The convenience store may include up to six (6) diesel pumps for truck fueling;
- i. No repair garage (UDO, Section 202(JJ)) or public garage (UDO, Section 202(II)) shall be permitted in the development;
- j. No parking shall be allowed along Tomochichi Road; and

- k. No long-term outside storage will be allowed.

Section 8: Amendment of the Official Zoning Map of Spalding County, Georgia.

- a. Pursuant to the requirements of UDO, Section 2302(B), the Official Zoning Map of Spalding County, Georgia shall be amended to reflect the change made hereby to read as follows:

On May 22, 2025, by official action of the Board of Commissioners of Spalding County, Georgia, the following change was made to the Official Zoning Map of Spalding County: The following Subject Property, lying and being in Land Lot 80 of the Second Land District of Spalding County, Georgia shall be zoned C-2 Manufacturing District/AKB Arthur K. Bolton Overlay District:

Tax Parcel 218 02005D 19.65 acres,
Tax Parcel 218 02006E 5.05

- b. The Chairman of the Board of Commissioners of Spalding County, Georgia is directed and authorized to execute such notice of the amendment of the Official Zoning Map of Spalding County, Georgia.
- c. The Zoning Administrator is authorized and directed to enter such notice of the amendment of the Official Zoning Map of Spalding County, Georgia thereon.

Section 9: Recording.

This Ordinance and all of the Exhibits attached hereto shall be recorded in the deed records of Office of the Clerk of Superior Court, Spalding County, Georgia. The terms of this Ordinance and any and all Conditions of approval set forth in Section on Exhibit “A” shall run with the Subject Property.

Section 10: Successors and Assigns.

This Ordinance and all of the Exhibits attached hereto and incorporated herein by reference shall apply to the Owner, and its respective transferees, successor and assigns.

Section 11: Amendment of Ordinance/Conditions.

This Ordinance may only be amended pursuant to the procedures required by UDO, Section 414. Any provision of the Conditions of approval set forth in Section 7 shall only be amended by compliance with Section 415.

Section 12: The foregoing amendments to the Zoning Ordinance of Spalding County shall become effective immediately upon adoption of this resolution.

Section 13: All Ordinances or resolutions in conflict herewith shall be and are hereby, repealed.

Approved on First Reading:	July 14, 2025
Approved on Second Reading:	September 15, 2025

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

ATTEST:

DR. STEVE LEDBETTER, Ph. D
County Manager and Clerk of the Board of Commissioners
of Spalding County, Georgia



**BOARD OF COMMISSIONERS - EXTRAORDINARY
SESSION**

**Second Reading and Ordinance for Rezoning for 7 Crouch Road, Newton
Crouch et. al., 7 Crouch Road, Griffin, Georgia 30223; located in Land Lot
244 of the 2nd Land District, Parcel No. 221 01035.**

Requesting Agency

Spalding County Community Development

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Yes

Summary and Background

Fiscal Impact / Funding Source

n/a

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

[Resolution_25-09_v.2.pdf](#)

ORDINANCE 2025-ORD-009

IN RE:

APPLICATION OF NEWTON CROUCH JR. ET AL / BRIAN REMINGTON

REZONING APPLICATION 25-07Z

REZONING APPLICATION 25-16V

**RESOLUTION TO AMEND THE
ZONING ORDINANCE OF SPALDING COUNTY, GEORGIA
AND**

THE OFFICIAL ZONING MAP OF SPALDING COUNTY, GEORGIA

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

WHEREAS, the Board of Commissioners of Spalding County, Georgia enacted the current Zoning Ordinance (also referred to as the Unified Development Ordinance (“UDO”)) of Spalding County, Georgia on January 4, 1994 and therein adopted the Official Zoning Map of Spalding County, Georgia in Article 23, section 2301, et. seq.:

WHEREAS, the Board of Commissioners of Spalding County, Georgia is empowered to consider requests from property owners within Spalding County, Georgia seeking to rezone property located therein, seeking approval of special exception land uses and seeking variances required for the development and improvement of property in Spalding County, Georgia;

WHEREAS, Newton Crouch, Jr and D. Brian Remington (“Owners”) and InnovusCRE, its General Partner (“General Partner”), (collectively, “ Owner, and General Partner,” as “applicants”) on or about February 4, 2025, initiated the following applications for the purpose of seeking approval for the development of real property located at 7 Crouch Road, Spalding County, Georgia, consisting of approximately 2.36 acres (the “Subject Property”), as follows:

- a. Rezoning Application No. 25-07Z to rezone the Subject Property from the AR-1 Agricultural and Residential and PDD Planned Development District to PDD Planned Development District.
- b. Variance Application No. 25-16V seeking variance for minimum lot size from 5 acres required by UDO, Section 1708(A) to 2.36 acres.

WHEREAS, House Bill 1405, codified the O.C.G.A § 36-66-4(a) allows the Board of Commissioners of Spalding County, Georgia to consider proposed action which include any

combination of zoning decisions under subparagraph (C), (E), OR (F) of paragraph (4) of O.C.G.A § 36-66-3 for the same property in a single hearing:

WHEREAS, the Spalding County Planning Commission conducted a hearing on the Applications pursuant to UDO, Sections 411 (E) and 414 (B)(4) in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia on March 25, 2025;

WHEREAS, the Board of Commissioners of Spalding County, Georgia conducted a hearing on the Applications pursuant to UDO, Section 411(E), 414(B)(5) in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Georgia on June 14, 2025;

WHEREAS, the Board of Commissioners of Spalding County, Georgia is empowered pursuant to UDO, Sections 415 to approve the Applications subject to conditions which relate to the use, occupancy, or development of property identified in the application, provided that such conditions imposed on the property may only be more restrictive than the requirements of any requested zoning districts and other applicable parts of this ordinance as may apply to the property at issue in the Applications;

WHEREAS, the Board of Commissioners of Spalding County, Georgia considered the Applications, the evidence presented before the public hearings conducted by the Spalding County Planning Commission and the Board of Commissioners and having applied the criteria set forth in UDO, Section 414 (B) (1-2); and

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

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

Section 1: Definition of the Subject Property that is subject to this Resolution.

The Subject Property subject to this resolution consists of approximately 2.36 acres described as follows:

All the tract or parcel of land lying and being in Land Lot 244 of the 2nd Land District of Spalding County, Georgia, being more particularly shown and designated as “G.S.D.A. Conveyance Area, 12,023 Sq. Ft., 0.28 Acres” on the plat of survey entitled “Survey for Griffin-Spalding County Development Authority” dated October 12, 2009, prepared by S.L. Cowell and Assoc., Inc., a copy of which said plat is recorded in Plat Book 26, page 35, Spalding County, Georgia records, and which said plat together with the metes,

bounds, courses and distances as shown thereon is incorporated herein and made a part of this description by reference.

Section 2: Approval of Rezoning Application No. 25-07Z.

Rezoning Applications No. 25-11Z shall be and is hereby approved. The Subject Property shall be rezoned from AR-1 Agricultural and Residential and PDD Planned Development District to PDD Planned Development District, subject to conditions imposed by the Board of Commissioners of Spalding County, Georgia set forth in Section 4, herein.

Section 3: Approval of Variance Application No. 25-16V

Variance Application No. 25-16V, shall be and is hereby approved. The Subject Property lot size shall be reduced from the minimum lot size from 5 acres required by UDO, Section 1708(A) to 2.36 acres, subject to conditions imposed by the Board of Commissioners of Spalding County, Georgia set forth in Section 4, herein.

Section 4: Conditions of Approval.

Pursuant to UDO, Section 415, the following conditions shall be and are hereby imposed on the rezoning of the Subject Property:

1. Compliance with Section 1708 development standards is required, including 1708 (M) concerning exterior walls - M. Exterior walls. The exterior walls of all buildings shall be constructed with materials, the exterior of which gives the appearance of masonry. The exterior appearance may not include plain cement block.

Section 5: Amendment of the Official Zoning Map of Spalding County, Georgia.

- a. Pursuant to the requirements of UDO, Section 2302(B), The Official Zoning Map of Spalding County, Georgia shall be amended to reflect the change made hereby to read as follows:

All the tract or parcel of land lying and being in Land Lot 244 of the 2nd Land District of Spalding County, Georgia, being more particularly shown and designated as "G.S.D.A. Conveyance Area, 12,023 Sq. Ft., 0.28 Acres" on the plat of survey entitled "Survey for Griffin-Spalding County Development Authority" dated October 12, 2009, prepared by S.L. Cowell and Assoc., Inc., a copy of which said plat is recorded in Plat Book 26, page 35, Spalding County, Georgia records, and which said plat together with the metes, bounds, courses and distances as shown thereon is incorporated herein and made a part of this description by reference.

Shall be zoned PDD Planned Development District.

- b. The Chairman of the Board of Commissioners of Spalding County, Georgia is directed and authorized to execute such notice of the amendment of the Official Zoning Map of Spalding County, Georgia.

- c. The Zoning Administrator is authorized and directed to enter such notice of the amendment of the Official Zoning Map of Spalding County, Georgia thereon.

Section 6: Successors and Assigns.

This Ordinance shall apply to the Owner/Applicant and any grantee(s), transferee(s), successor(s) and assign(s) thereof.

Section 7: Amendment of Ordinance/Conditions.

This Ordinance may only be amended pursuant to the procedures required by UDO, Section 414. Any provisions of the Conditions set forth in Section 3, hereof shall be amended by compliance with the UDO, Sections 415.

Section 8: The foregoing amendments to the Zoning Ordinance of Spalding County shall become effective immediately upon adoption of this resolution.

Section 9: All Ordinances or resolutions in conflict herewith shall be and are hereby, repealed.

Approved on First Reading: June 14, 2025

Approved on Second Reading:

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

ATTEST:

DR. STEVE LEDBETTER, Ph. D
County Manager and Clerk of the Board of Commissioners
of Spalding County, Georgia



**BOARD OF COMMISSIONERS - EXTRAORDINARY
SESSION**

Second Reading and Ordinance for Rezoning for 212 Manley Road, Manley Road Investment Group LLC, 212 Manley Road, Griffin, Georgia 30223; located in Land Lot 103 of the 3rd Land District, Parcel No. 242A01005.

Requesting Agency

Spalding County Community Development

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Yes

Summary and Background

Fiscal Impact / Funding Source

n/a

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

[Resolution_25-10_v.2.pdf](#)

ORDINANCE 2025-ORD-010

IN RE:

APPLICATION OF MANLEY ROAD INVESTMENT

REZONING APPLICATION 25-04Z

**RESOLUTION TO AMEND THE
ZONING ORDINANCE OF SPALDING COUNTY, GEORGIA**

AND

THE OFFICIAL ZONING MAP OF SPALDING COUNTY, GEORGIA

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

WHEREAS, the Board of Commissioners of Spalding County, Georgia enacted the current Zoning Ordinance (also referred to as the Unified Development Ordinance (“UDO”)) of Spalding County, Georgia on January 4, 1994 and therein adopted the Official Zoning Map of Spalding County, Georgia in Article 23, section 2301, et. seq.;

WHEREAS, the Board of Commissioners of Spalding County, Georgia is empowered to consider requests from property owners within Spalding County, Georgia seeking to rezone property located therein, seeking approval of special exception land uses and seeking variances required for the development and improvement of property in Spalding County, Georgia;

WHEREAS, Manley Road Investment Group, LLC (“Owners”), on or about February 17, 2025, initiated Rezoning Application No. 25-04Z to rezone certain real property located at 212 Manley Road, Spalding County, Georgia, consisting of approximately 36.28 acres (the “Subject Property”), as follows:

WHEREAS, the Spalding County Planning Commission conducted a hearing on the Applications pursuant to UDO, Sections 411 (E) and 414 (B)(4) in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia on May 27, 2025;

WHEREAS, the Board of Commissioners of Spalding County, Georgia conducted a hearing on the Applications pursuant to UDO, Section 411(E), 414(B)(5) in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Georgia on June 24, 2025;

WHEREAS, the Board of Commissioners of Spalding County, Georgia is empowered pursuant to UDO, Sections 415 to approve the Application subject to conditions which relate to

the use, occupancy, or development of property identified in the application, provided that such conditions imposed on the property may only be more restrictive than the requirements of any requested zoning districts and other applicable parts of this ordinance as may apply to the property at issue in the Applications;

WHEREAS, the Board of Commissioners of Spalding County, Georgia considered the Application, the evidence presented before the public hearings conducted by the Spalding County Planning Commission and the Board of Commissioners and having applied the criteria set forth in UDO, Section 414 (B) (1-2); and

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

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

Section 1: Definition of the Subject Property that is subject to this Resolution.

The Subject Property subject to this resolution consists of approximately 36.28 acres described as follows:

All those lots, tracts or parcels of land situate, lying and being in Land Lot 103 of the 3rd Land District of originally Henry, now Spalding County, Georgia, being more particularly shown and designated as TRACT “A”, containing 36.273 Acres, and TRACT “B”, containing 3.35 Acres, as shown on a plat of survey entitled “Boundary Survey For Charles Krumrine & Estate of J. Irvine Clark”, prepared by Scanlon Engineering Services, Inc., Registered Land Surveyors, dated October 6, 2021, recorded in Plat Book 27, Page 478, Spalding County Superior Court records, which said plat is incorporated herein and made a part of this legal description.

This is the same property describing in a warranty deed from Charles A. Krumrine to Charles A. Krumrine, Trustee of the Charles A. Krumrine Trust UTA Dated May 12, 1994, as amended and restated, recorded in Deed Book 3570, Page 293, Spalding County Superior Court records.

Section 2: Development Plan of the Proposed Development.

The proposed development plan is known as the “Spalding County Commercial Subdivision-Concept Plan” prepared by Engineering & Development Services, P.O. Box 43881 Vestavia, AL 35243, dated January 22, 2023. The Concept Plan is shown on Exhibit “A”, which is attached hereto and incorporated herein by reference as if fully set forth.

Section 3: Approval of Rezoning Application No. 25-04Z.

Rezoning Applications No. 25-11Z shall be and is hereby approved. The Subject Property shall be rezoned from the AR-1 Agricultural and Residential to C-1 Highway Commercial, subject to conditions imposed by the Board of Commissioners of Spalding County, Georgia set forth in Section 4, herein.

Section 4: Conditions of Approval.

Pursuant to UDO, Section 415, the following conditions shall be and are hereby imposed on the rezoning of the Subject Property:

1. Storm drainage to the west must be captured and managed in a stormwater detention facility.
2. There shall be a 100-foot-wide planted buffer along the property line adjacent to the residential neighborhood.
3. There shall be a 20-foot-tall privacy fence installed along the property line adjacent to the residential neighborhood.
4. The eventual development(s) shall be on municipal sanitary sewer, not septic systems.
5. A final traffic study shall be performed.

Section 4: Amendment of the Official Zoning Map of Spalding County, Georgia.

- a. Pursuant to the requirements of UDO, Section 2302(B), The Official Zoning Map of Spalding County, Georgia shall be amended to reflect the change made hereby to read as follows:

All the tract or parcel of land lying and being in Land Lot 244 of the 2nd Land District of Spalding County, Georgia, being more particularly shown and designated as "G.S.D.A. Conveyance Area, 12,023 Sq. Ft., 0.28 Acres" on the plat of survey entitled "Survey for Griffin-Spalding County Development Authority" dated October 12, 2009, prepared by S.L. Cowell and Assoc., Inc., a copy of which said plat is recorded in Plat Book 26, page 35, Spalding County, Georgia records, and which said plat together with the metes, bounds, courses and distances as shown thereon is incorporated herein and made a part of this description by reference.

Shall be zoned PDD Planned Development District.

- b. The Chairman of the Board of Commissioners of Spalding County, Georgia is directed and authorized to execute such notice of the amendment of the Official Zoning Map of Spalding County, Georgia.
- c. The Zoning Administrator is authorized and directed to enter such notice of the amendment of the Official Zoning Map of Spalding County, Georgia thereon.

Section 5: Successors and Assigns.

This Ordinance shall apply to the Owner/Applicant and any grantee(s), transferee(s), successor(s) and assign(s) thereof.

Section 6: Amendment of Ordinance/Conditions.

This Ordinance may only be amended pursuant to the procedures required by UDO, Section 414. Any provisions of the Conditions set forth in Section 3, hereof shall be amended by compliance with the UDO, Sections 415.

Section 7: The foregoing amendments to the Zoning Ordinance of Spalding County shall become effective immediately upon adoption of this resolution.

Section 8: All Ordinances or resolutions in conflict herewith shall be and are hereby, repealed.

Approved on First Reading: June 24, 2025

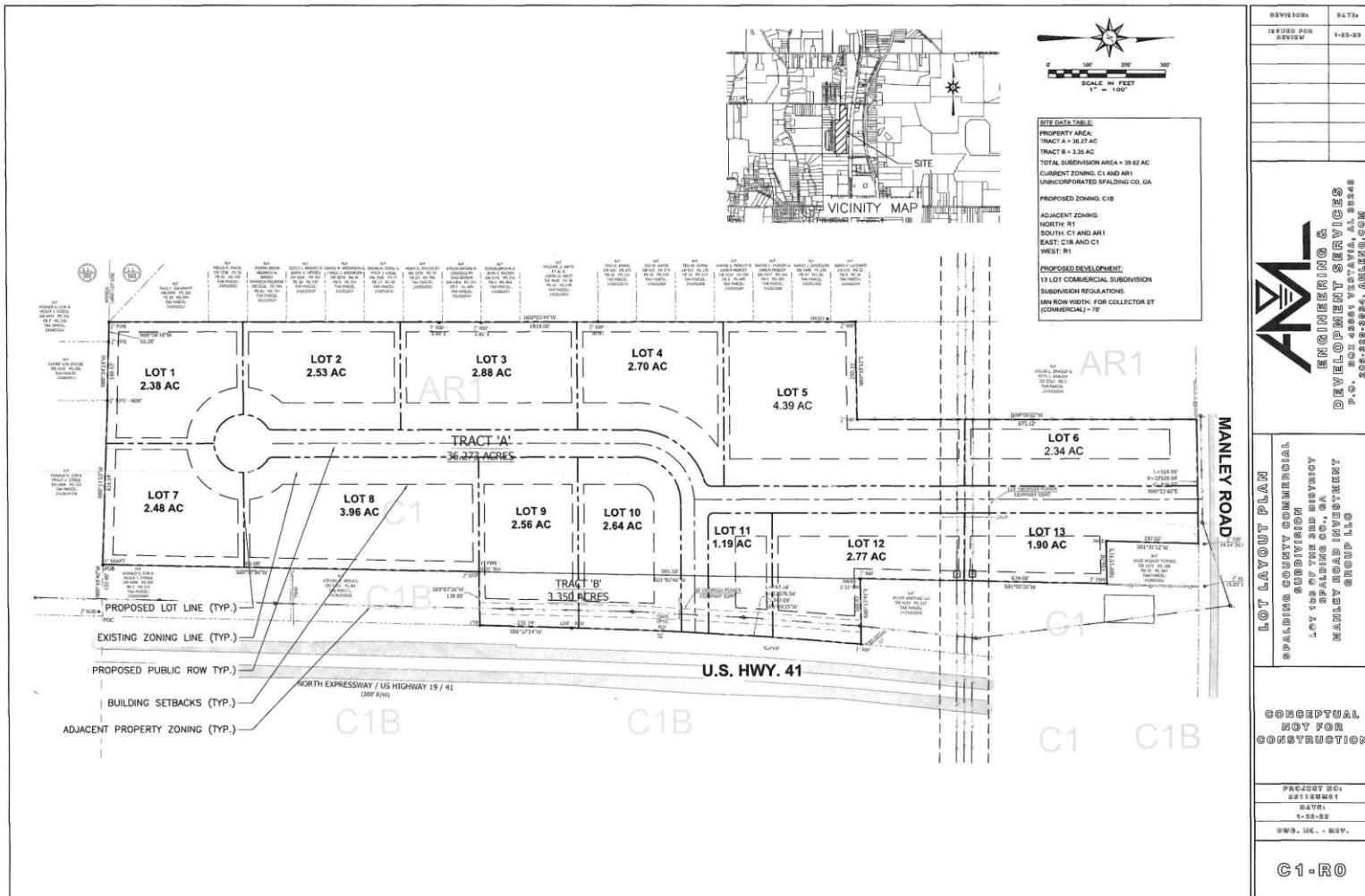
Approved on Second Reading:

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

ATTEST:

DR. STEVE LEDBETTER, Ph. D
County Manager and Clerk of the Board of Commissioners
of Spalding County, Georgia

Exhibit A



Second Reading and Ordinance for Rezonings for 2890 Arthur K Bolton Pkwy, High Falls 16, LLC, 2890 Arthur K Bolton Pkwy, Griffin, Georgia 30224; located in Land Lot 80 of the 3rd Land District, Parcel No. 218 02004, and 2912 Arthur K Bolton Pkwy, High Falls 16, LLC, 2912 Arthur K Bolton Pkwy, Griffin, Georgia 30224; located in Land Lot 81 of the 3rd Land District, Parcel No. 218 02001A, and 2932 Arthur K Bolton Pkwy, High Falls 16, LLC, 2932 Arthur K Bolton Pkwy, Griffin, Georgia 30224; located in Land Lot 81 of the 3rd Land District, Parcel No. 218 02001B, and 0 High Falls Road, High Falls 16, LLC, 0 High Falls Road, Griffin, Georgia 30224; located in Land Lots 79 and 80 of the 3rd Land District, (a portion of) Parcel No. 218 02010, consisting of 11.59 acres.

Requesting Agency

Spalding County Community Development

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Yes

Summary and Background

Fiscal Impact / Funding Source

N/A

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

[sp.high.falls.16.resolution.z8-10.18.v3.9.10.25 \(002\).docx](#)

ORDINANCE 2025-ORD-_____

IN RE:

APPLICATION OF HIGH FALLS 16, LLC

REZONING APPLICATION 25-08Z

REZONING APPLICATION 25-09Z

REZONING APPLICATION 25-10Z

REZONING APPLICATION 25-18Z

**RESOLUTION TO AMEND THE
ZONING ORDINANCE OF SPALDING COUNTY, GEORGIA
AND
THE OFFICIAL ZONING MAP OF SPALDING COUNTY, GEORGIA**

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

WHEREAS, the Board of Commissioners of Spalding County, Georgia enacted the current Zoning Ordinance (also referred to as the Unified Development Ordinance (“UDO”) of Spalding County, Georgia on January 4, 1994 and therein adopted the Official Zoning Map of Spalding County, Georgia, in Article 23, Section 2301, et. seq.;

WHEREAS, the Board of Commissioners of Spalding County, Georgia is empowered to consider requests from property owners within Spalding County, Georgia seeking to rezone property located therein, seeking approval of special exception land uses and seeking variances required for the development and improvement of property in Spalding County, Georgia;

WHEREAS, High Falls 16, LLC (Owner/Developer) on or about June 16, 2025 initiated the following applications for the purpose of seeking approval for the development of property identified in this resolution, as follows:

- a. Rezoning Application No. 25-08Z, identified as Tax Parcel 218-02004, consisting of 8.22 acres, more or less, and designated as 2890 Arthur K. Bolton Parkway/State Route 16 from the R-2 Single Family Residential District to C-2 Manufacturing District/AKB Arthur K. Bolton Overlay District;
- b. Rezoning Application No. 25-09Z, identified as Tax Parcel 218-02001A, consisting of 9.91 acres, more or less, and designated as 2912 Arthur K. Bolton Parkway/State Route 16 from the AR-1 Agricultural and Residential District and R-2 Single Family Residential District to C-2 Manufacturing District/AKB Arthur K. Bolton Overlay District;

- c. Rezoning Application No. 25-10Z, identified as Tax Parcel 218-02001B, consisting of 14.55 acres, more or less, and designated as 2932 Arthur K. Bolton Parkway/State Route 16 from the AR-1 Agricultural and Residential District and R-2 Single Family Residential District to C-2 Manufacturing District/AKB Arthur K. Bolton Overlay District; and
- d. Rezoning Application No. 25-18Z, identified as a portion of Tax Parcel No. 218 02010, consisting of 11.59 acres, from PDD Planned Development District to C-2 Manufacturing District/AKB Arthur K. Bolton Overlay District.

(the three applications cumulatively, the “Applications” and the three tracts cumulatively, the “Subject Property”);

WHEREAS, the tracts comprising the Subject Property have been combined into a single tract consisting of 44.38 acres, more or less, as shown on a certain plat of survey entitled: Rezoning Exhibit High Falls 16, LLC prepared by Kevin M. Brown, RLS, Falcon Design Consultants, dated April 10, 2025;

WHEREAS, the Subject Property is located within the Employment Character Area, as identified in the Spalding County 2042 Comprehensive Plan (approved October 17, 2022);

WHEREAS, the proposed development for which approval was sought in the Applications was evaluated as a Development of Regional Impact (“DRI”) by the Three Rivers Regional Commission as a supplement to its Report of Findings, DRI No. 4458, which is incorporated herein by reference as if fully set forth;

WHEREAS, the Spalding County Planning Commission conducted a hearing on the Applications pursuant to UDO, Sections 414(B)(4) in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia on April 29, 2025;

WHEREAS, the Board of Commissioners of Spalding County, Georgia conducted a hearing on the Applications pursuant to UDO, Section 414 (B)(5) in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia on May 22, 2025;

WHEREAS, the Board of Commissioners of Spalding County, Georgia is empowered pursuant to UDO, Section 415 to approve the Applications subject to conditions which relate to the use, occupancy, or development of property identified in the application, provided that such conditions imposed on the property may only be more restrictive than the requirements of any requested zoning district and other applicable parts of this ordinance as may apply to the property at issue in the Applications;

WHEREAS, the Board of Commissioners of Spalding County, Georgia considered the Applications, the evidence presented before the public hearings conducted by the Spalding County

Planning Commission and the Board of Commissioners and having applied the criteria set forth in UDO, Section 414(B)(1-2); and

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

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

Section 1: Definition of the Subject Property that is subject to this Resolution.

The Subject Property that is subject to this Resolution consists of approximately 44.38 acres, more or less, composed of the following tracts in Spalding County, Georgia identified by the parcel numbers currently assigned by the Spalding County Tax Assessor, with the approximate acreage for each stated:

<u>Per Tax Map</u>	
Parcel No. 218-02004	8.22 acres
Parcel No. 218-02001A	9.91 acres
Parcel No. 218-02001B	14.55 acres
<u>Parcel No. 218 02010</u>	<u>11.59 acres (approximately, as shown on plat)</u>
Total	44.38 acres

The Subject Property is located in Land Lots 80 and 81 of the Second Land District of Spalding County, Georgia.

Section 2: The Subject Property is shown on a certain plat of survey a certain plat of survey entitled: Rezoning Exhibit High Falls 16, LLC prepared by Kevin M. Brown, RLS, Falcon Design Consultants, dated April 10, 2025; which is attached hereto as Exhibit “B” which is attached hereto and incorporated herein by reference as if fully set forth.

Section 3: Development Plan for the Proposed Development.

The proposed development will be a Planned Industrial Development located within the Arthur K. Bolton Overlay District. The Zoning Concept Plan is shown on Exhibit “C,” which is attached hereto and incorporated herein by reference as if fully set forth.

Section 4: Compliance with the Spalding County 2042 Comprehensive Plan.

The Board of Commissioners of Spalding County, Georgia finds that the Planned Industrial Development is located within the Employment Character Area approved in the Spalding County 2042 Comprehensive Plan and that it is consistent therewith.

Section 5: Approval of Rezoning Application No. 25-08Z.

Rezoning Application No. 25-08Z shall be and is hereby approved. The Subject Property shall be rezoned from R-2 Single Family Residential District R-2 Single Family Residential District to C-2 Manufacturing District/AKB Arthur K. Bolton Overlay District, subject to the conditions imposed by the Board of Commissioners of Spalding County, Georgia set forth in Section 9 of this Resolution.

Section 6: Approval of Rezoning Application No. 25-09Z.

Rezoning Application No. 25-09Z shall be and is hereby approved. The Subject Property shall be rezoned from the AR-1 Agricultural and Residential District and R-2 Single Family Residential District to C-2 Manufacturing District/AKB Arthur K. Bolton Overlay District, subject to the conditions imposed by the Board of Commissioners of Spalding County, Georgia set forth in Section 9 of this Resolution.

Section 7: Approval of Rezoning Application No. 25-10Z.

Rezoning Application No. 25-10Z shall be and is hereby approved. The Subject Property shall be rezoned from the AR-1 Agricultural and Residential District and R-2 Single Family Residential District to C-2 Manufacturing District/AKB Arthur K. Bolton Overlay District, subject to the conditions imposed by the Board of Commissioners of Spalding County, Georgia set forth in Section 9 of this Resolution.

Section 8: Approval of Rezoning Application No. 25-18Z.

Rezoning Application No. 25-18Z shall be and is hereby approved. The Subject Property shall be rezoned from the PDD Planned Development District to C-2 Manufacturing District/AKB Arthur K. Bolton Overlay District, subject to the conditions imposed by the Board of Commissioners of Spalding County, Georgia set forth in Section 9 of this Resolution.

Section 9: Conditions of Rezoning.

Rezoning Applications Nos. 25-08Z, 25-09Z, 25-10Z and 25-18Z were approved with the following conditions of Rezoning being imposed by the Board of Commissioners of Spalding County, Georgia:

- a. The development and construction of the Planned Industrial Development shall comply with UDO, Sections 2206 and 2209;
- b. Any development shall comply with the following provisions of the Declaration of Covenants and Restrictions for the Lakes at Green Valley, implemented and imposed

by the Griffin-Spalding County Industrial Development Authority, dated May 28, 1998 and recorded in the Office of the Clerk of Superior Court, Spalding County, Georgia at Deed Book 1543, pages 18-25: Article II, Restrictions and Rules of Use, except for Section 2.01 (Exterior Walls);

- c. Any and all final civil and structural plans shall be subject to further review by the Spalding County Department of Community Development;
- d. In the event a data center, as defined in UDO, Section 202(43) is proposed for development on the Subject Property, further Commission approval as a special exception use shall be required prior to permitting, and the development of the data center shall comply with Spalding County standards for data centers and the decommissioning process; and
- e. A fifty (50) feet buffer as shown on the Zoning Concept Plan, Exhibit “C.”

Section 10: Amendment of the Official Zoning Map of Spalding County, Georgia.

- a. Pursuant to the requirements of UDO, Section 2302(B), the Official Zoning Map of Spalding County, Georgia shall be amended to reflect the change made hereby to read as follows:

On May 22, 2025, by official action of the Board of Commissioners of Spalding County, Georgia, the following change was made to the Official Zoning Map of Spalding County: The following Subject Property, lying and being in Land Lots 80 and 81 of the Second Land District of Spalding County, Georgia, zoned C-2/AKB Industrial District within the Arthur K. Bolton Overlay District:

Parcel 218-02004	8.22 acres
Parcel 218-02001A	9.91 acres
Parcel 218-02001B	14.55 acres
Parcel No. 218 02010	11.59 acres (approximately, as shown on plat)

- b. The Chairman of the Board of Commissioners of Spalding County, Georgia is directed and authorized to execute such notice of the amendment of the Official Zoning Map of Spalding County, Georgia.
- c. The Zoning Administrator is authorized and directed to enter such notice of the amendment of the Official Zoning Map of Spalding County, Georgia thereon.

Section 11: Recording.

This Ordinance and all of the Exhibits attached hereto shall be recorded in the deed records of Office of the Clerk of Superior Court, Spalding County, Georgia. The terms of this Ordinance and any and all Conditions of approval set forth in Section 9 shall run with the Subject Property.

Section 12: Successors and Assigns.

This Ordinance and all of the Exhibits attached hereto and incorporated herein by reference shall apply to the Owner and its respective transferees, successor and assigns.

Section 13: Amendment of Ordinance/Conditions.

This Ordinance may only be amended pursuant to the procedures required by UDO, Section 414. Any provision of the Conditions of approval set forth in Section 9 shall only be amended by compliance with Section 415.

Section 14: The foregoing amendments to the Zoning Ordinance of Spalding County shall become effective immediately upon adoption of this resolution.

Section 15: All Ordinances or resolutions in conflict herewith shall be and are hereby, repealed.

Approved on First Reading:	May 22, 2025
Approved on Second Reading:	September 15, 2025

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

ATTEST:

DR. STEVE LEDBETTER, Ph. D
County Manager and Clerk of the Board of Commissioners
of Spalding County, Georgia



**BOARD OF COMMISSIONERS - EXTRAORDINARY
SESSION**

**Consider an out of state motor coach
request.**

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

Per policy, out of state trips in the motor coach require Board of Commissioner approval. This is a request for a trip to South Carolina.

Fiscal Impact / Funding Source

Attendee participation fees will cover use of motor coach.

STAFF RECOMMENDATION

Approval

Kelly Carmichael, CPRP
Leisure Services Director

770-467-4750

ATTACHMENTS:

[Motor Coach Reservation Form 12-12-2025 to 12-14-2025 Trip.pdf](#)
[Motorcoach Policy.pdf](#)



Spalding County
Motor Coach Reservation Form

(Please Print)

Organization name: Spalding Senior Nutrition Christmas Trip

Contact person: Annie Bing and Alfred Jester

Address: 885 Memorial Dr Griffin Ga

Phone: (W) (770) 467-4385 (C) _____

(H) _____ (E-mail) _____

Departure Date: Dec 12th Departure Time: 7:30 AM

Departing from: Spalding Senior Center

Return Date: Dec 14th Return Time: 7:00 PM

Destination with address: 589 Dunklin Bridge Rd Pelzer, SC 29669

Estimated round trip mileage: 368

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

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

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

Group Leader on trip: Annie Bing and Alfred Jester

Address: 885 Memorial Drive Griffin Ga 30223

Phone: (C) 912-663-1819 (E-mail) Abing@spaldingcounty.com

Emergency Contact: _____ (C) _____

For office use:

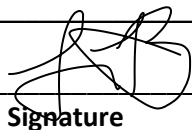
Date received request: 09/02/2025 by: Lauren Brown

Mileage Confirmed: Confirmed- LB Fee: \$1,716.52

Operator scheduled: Joseph Teague, pending approval Phone: _____

Approval Memo submitted: The BOC approves out of state travel requests, per policy

Notes:


Signature

09/02/2025

Date

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



Motorcoach Trip Cost Calculator
(Required for all trips)

City Scape
Trip destination: 589 Dunklin Bridge Rd , Pelzer SC Date(s): Dec 12th - Dec 14th

Group Name: Spalding Senior Nutrition Christmas Trip

Itinerary and Tours:

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

	AM Departure	PM Arrival	Total Daily Hours	Total Daily Mileage
Day 1	7:30 AM	3:30 PM	8	184
Day 2	9:00 AM	5:00 PM	8	10
Day 3	10:00 AM	7:00 PM	9	184
Day 4				
Day 5				

Total Trip Hours = 25 Total Trip Mileage = 378

Cost Calculator:

- a. Total Trip Hours 25 X \$31 (Staff) = 775
- b. Total Miles 378 ÷ 9 miles per gallon = 42
- c. (Total of b.) 42 X 3.56 (Diesel cost per gallon) = 149.52
- d. \$250 Usage Maintenance Fee X number of days 3 = 750
- e. **Total due to Spalding County** = 1,716.52

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

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



Motorcoach Use Policy

June 2022

User Groups

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

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

Motorcoach Operator Requirements

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

Motorcoach Operator Fees

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

Trip Restrictions

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

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

Fees

- Fees for all trips include current cost of Diesel fuel, Operator's wage, and a usage fee.
- Mileage is calculated on a round-trip basis.
- All parking fees, tolls, penalty charges, and any other incidental charges incurred during the course of the trip shall be the responsibility of the user group.

Reservation Process

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

Cancellations

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

Conduct

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



Spalding County
Motor Coach Reservation Form

(Please Print)

Organization name: _____

Contact person: _____

Address: _____

Phone: (W) _____ (C) _____

(H) _____ (Fax) _____

Departure Date: _____ Departure Time: _____

Departing from: _____

Return Date: _____ Return Time: _____

Destination with address: _____

Estimated round trip mileage: _____

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

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

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

Group Leader on trip: _____

Address: _____

Phone: (W) _____ (C) _____

Emergency Contact: _____ (C) _____

For office use:

Date received request: _____ by: _____

Mileage Confirmed: _____ Fee: _____

Operator scheduled: _____ Phone: _____

Approval Memo submitted: _____

Notes: _____

Signature

Date

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



Motorcoach Trip Cost Calculator
(Required for all trips)

Trip destination: _____ Date(s): _____

Group Name: _____

Itinerary and Tours:

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

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

Total Trip Hours = _____ Total Trip Mileage = _____

Cost Calculator:

- a. Total Trip Hours _____ X \$28 (Staff) = _____
- b. Total Miles _____ ÷ 9 miles per gallon = _____
- c. (Total of b.) _____ X _____ (Diesel cost per gallon) = _____
- d. \$250 Usage Maintenance Fee X number of days _____ = _____
- e. **Total due to Spalding County** = _____

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

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



**BOARD OF COMMISSIONERS - EXTRAORDINARY
SESSION**

**Consideration of Street Light District for Crestwick Subdivision Phase
Two.**

Requesting Agency
Spalding County Community Development

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Yes

Summary and Background

Fiscal Impact / Funding Source

Street Light District

STAFF RECOMMENDATION

Approval

ATTACHMENTS:

[Staff Report - Street Light District.pdf](#)

[Crestwick Petition.pdf](#)

[Lighting Application.pdf](#)

[Crestwick Phase 1 Numbers.pdf](#)

[Lighting Layout.pdf](#)

[Invoice_Joint Use_Comcast_2Jan2019.pdf](#)

[Crestwick - FP- \(1\).pdf](#)

[Crestwick - FP- \(2\).pdf](#)

[Crestwick - FP- \(3\).pdf](#)



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

Street Lights – Crestwick Subdivision Phase Two

Overview:

In November 2023, the final plat for Crestwick Phase Two was approved by the Board of Commissioners. Several houses have been built in this phase, with 21 total house lots.

Phase One and Phase Three were approved quite some time ago and are active and mostly built-out. It already has a street light district. The power provider is Southern Rivers for the entire subdivision.

Phase Two now needs to establish a street light district and install street light poles soon. The cost figures provided by Southern Rivers are enclosed. Due to the time lapse between phases, the costs for Phase Two residents will be different than Phase One.

5 new light poles will be involved with Phase Two, at a cost of \$24 per light per month (\$120 total monthly).

PETITION FOR STREET LIGHTING

We, the undersigned, all being property owners of the Spalding County Street Lighting District Allan Atha/upscale Homes INC do hereby petition Spalding County Board of Commissioners for the placement of street lights through our subdivision or street(s).

Each of us does hereby pledge and consent to levying of a lien by Spalding County against property we own for the purpose of payment of the cost of placing and operating the street lights. There are 21 (number) lots currently existing in Street Light District _____ and each owner as shown on the tax records had affirmatively signed this petition or their indication for disapproval is noted herein.

This petition represents _____ (number) affirmative votes, _____ % of this district to be effective in this request. Your signature on this petition indicates that you have read and fully understand all information as prescribed on page 1 of this petition.

Personally appeared before me, a Notary Public, the undersigned property owner who states on oath that the facts contained herein are true and correct.

Sworn to and subscribed before me, this 14th day of December, 2024.

Allan Atha President
Property Owner

Eva Placencia
Notary Public

(Seal)

Please indicate which utility company services your proposed Street Light District:

Georgia Power _____ City of Griffin _____ Central GA EMC _____ Other Southern Rivers Ene

OUTDOOR LIGHTING APPLICATION

Date: _____

Undersigned Applicant hereby applies to Southern Rivers Energy (Southern Rivers) for OUTDOOR LIGHTING EQUIPMENT to consist of the following and under the terms and conditions set forth below:
(rates subject to change)

<u>Quantity</u>	<u>Type Of Unit</u>	<u>Rate Per Month</u>	<u>Monthly Charge</u>
5	Traditionaire- UTLD 73 Watts M26.36	\$ 24.50	\$122.50

If this offer is accepted by Southern Rivers, applicant agrees that the following terms and provisions shall be binding on applicant as the date of said acceptance, to wit:

1. All lighting equipment and electric power will be furnished by the Cooperative.
2. The Cooperative shall furnish the normal and ordinary maintenance of the light and equipment after installation, which will be performed only during normal working hours. However, if applicant requests that the light (or lights) be served at a time other than normal working hours, such service may be performed at an extra service fee to be paid to the serviceman making the repairs.
3. Damage to any of said equipment at any time after installation of same caused by any act, except an act of God or natural wear and tear, shall be paid for by the applicant. Payments, as provided for herein shall be made at the Cooperative's office in Lamar County Georgia, within 20 days from the date billed, and if not paid by that time a 5% penalty will be added to the net bill. The Cooperative may, at its option discontinue service the 21st day after the bill has been rendered (if not paid by that time) without further notice.
4. The Cooperative shall not be liable or responsible for any electric power or light failure whatsoever.
5. The applicant must continue as a regular member of the Cooperative having paid a Membership Fee of \$5.00 and shall be bound by the provisions of the articles of incorporation, bylaws, and rules that may be adopted from time to time and shall deposit in the Cooperative office at least one (1) month's bill in advance.
6. If this offer is accepted by Southern Rivers, applicant agrees to be bound by these terms hereof from the date this application is accepted and for at least one (1) year thereafter. The service may be terminated after one (1) year by either party giving at least three (3) months notice in writing if intending to terminate same. This instrument shall be binding upon the successors, legal representatives, and assign of the applicant and the Cooperative, if accepted.
7. Location of said light shall be designated by applicant to the Cooperative employees, and said location shall not be altered or changed unless applicant shall first pay the full cost of same, including labor and equipment.

Account Number _____

Map Number _____

Printed Name _____

Signed Applicant _____

ACCEPTED FOR COOPERATIVE

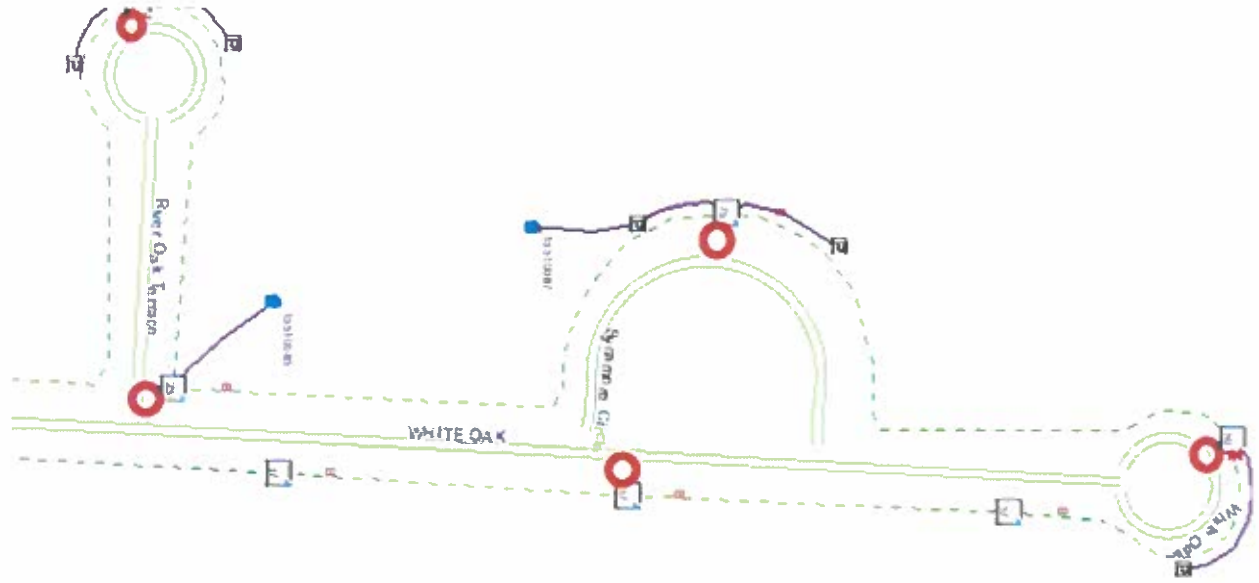
Date _____

Authorized Signature

Effective for usage on or after May 1, 2006

Street Lighting Districts - Southern Rivers

[illegible]



INVOICE

Attn: Crestwick @ County line HOA

Date: August 6, 2025

Invoice # CCL HOA1

DESCRIPTION / LOCATION	RATE	QUANTITY	AMOUNT
Installing Fiberglass poles with street lights		5	\$24.00 per month
<u>PLEASE MAKE CHECK PAYABLE TO:</u> SOUTHERN RIVERS ENERGY, Account 142.2 P O Box 40 Barnesville GA 30204-0040			TOTAL \$120.00 per month

Southern Rivers Energy is an equal opportunity provider and employer. If you wish to file a Civil Rights program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](http://www.ascr.usda.gov/complaint_filing_cust.html) (PDF), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov

FINAL PLAT FOR
CRESTWICK SUBDIVISION - PHASE 2

LOCATED IN LAND LOT 137 OF THE 2nd DISTRICT,
ORIGINALLY MONROE, NOW SPALDING COUNTY, GEORGIA

TAX PARCEL I.D. NO. 231 01011

VICINITY MAP (NTS)



SITE DATA & ZONING REQUIREMENTS

SITE ZONING: R-1 WITH SPECIAL EXCEPTION FOR COUNTRY CLUB THEME
TOTAL DEVELOPMENT
TRACT AREA - 26.975 ACRES
TOTAL NUMBER OF LOTS - 24

MINIMUM LOT AREA - 0.75 ACRES (32,760 SQ FT)

FRONT YARD SETBACK - 50 FEET
(UNLESS NOTED OTHERWISE)
REAR YARD SETBACK - 25 FEET
SIDE YARD SETBACK - 12 FEET
MINIMUM FLOOR AREA - 2200 SQ FT

TOTAL AREA OF DEVELOPED SITE - 26.975 ACRES
TOTAL AREA OF PROPOSED LOTS - 22.516 ACRES
TOTAL AREA OF PROPOSED RIGHT-OF-WAY - 2.788 ACRES
TOTAL AREA OF PROPOSED GREEN SPACE - 0.625 ACRES
TOTAL AREA OF DETENTION POND - 1.046 ACRES

The term "Certification" as used in Rule "180-6-.09(2) and (3)" and relating to professional engineering or land surveying services, as defined in O.C.G.A. 43-15-2(6) and (11), shall mean a signed statement based upon facts and knowledge known to the registrant and is not a guarantee or warranty, either expressed or implied.

This survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (OCGA) 15-6-67, in that where a conflict exists between those two sets of specifications, the requirements of law prevail.

THE UTILITIES SHOWN ON THIS PLAT WERE TAKEN FROM INFORMATION AVAILABLE AT THE TIME OF THE SURVEY AND MAY OR MAY NOT BE ACCURATE AS TO THE EXTENT AND OR LOCATION OF SAID UTILITIES.

THIS SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.

OWNER'S CERTIFICATION:

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon which was conveyed to me (us) by deed recorded in the Office of the Clerk of Superior Court in Spalding County at Deed Book 4788, Page_____, and Plat Book 24, Page 498, and that (we) hereby adopt this plan of subdivision with my (our) free consent, establish the minimum building lines, and dedicate all alleys, walks, easements, parks or other open spaces to public or private use as noted.

Allan Atha
Upscale Homes Inc.

Date:

ENGINEER'S CERTIFICATION:

Paragon Consulting Group, Inc. (PCG) hereby acknowledges that accepted engineering design methodes were used to establish the layout of the development during the design phase, and that the plans were approved by Spading County Community Development and the departments that reviewed the plans per the Community Development departments direction. PCG has not reviewed any as-built plans related ot the streets, drainage structures, and other design features have been constructed per the approved construction plans. PCG reviewed the detention facility as-built topographic survey and outlet structure configuration and confirmed that it will route the stormwater per the approved hydrology study.

Charles Penny, P.E. - No. 20048

Date:

SURVEYOR'S CERTIFICATION:

I hereby certify that this Final Plat is a true representation of the results of an actual survey by me or under my supervision, conforming to the normal standards of care of professional surveyors practicing in the State of Georgia and all monuments shown hereon actually exist or are marked "future" and that surveying requirements for final plats of the Subdivision Ordinance of Spalding County have been fulfilled.

Mark A. Buckner GA RLS 2422

Date:

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Mark A. Buckner GA RLS 2422

Date:

I hereby certify that this Final Plat was approved by the Spalding County Board of Commissioners on _____ and that the required improvements have been constructed and installed in accordance with the approved construction plan or that satisfactory surety has been filed in a form and amount as prescribed by this Ordinance.

Chairman
Spalding County
Board of Commissioners

Date:

PLAT CERTIFICATION:

The field data, completed on 3/12/22, upon which this plat is based has a closure precision of one foot in 51,492 feet and an angular error of 03" per angle point and was adjusted using equal angle adjustment. This plat has been calculated for closure and is found to be accurate within one foot in 531,942 feet.
The linear and angular measurements shown on this plat were obtained using a Geomax Robotic Total Station.

GENERAL NOTES

- OWNER :
UPSCALE HOMES, INC.
ALLAN ATHA - PRESIDENT
PO BOX 252
BROOKS, GA 30205
(770) 318-7014
upscalehomesinc@gmail.com
- FINAL PLAT PREPARED BY:
SCANLON ENGINEERING SERVICES, INC.
MARK A. BUCKNER, RLS NO. 2422
221 E. BANK STREET, GRIFFIN, GA 30223
(678) 967-2051
- ENGINEERING PLANS PREPARED BY:
PARAGON CONSULTING GROUP
CHARLES PENNY, P.E. NO. 20048
350 AIRPORT ROAD
GRIFFIN, GA 30224
(770) 412-7700
- TAX PARCEL NUMBER 231 01011.
- ELEVATION DATUM USED IS MEAN SEA LEVEL DATUM.
- THIS PROPERTY LIES WITHIN THE HONEY BEE CREEK WATERSHED PROTECTION DISTRICT.
- THERE ARE NO JURISDICTIONAL WETLANDS LOCATED ON THIS SITE AS PER THE NATIONAL WETLANDS INVENTORY MAP AS PROVIDED BY THE U.S. FISH AND WILDLIFE SERVICE AND/OR BY SITE AND TOPOGRAPHICAL INSPECTION. OTHER INDIVIDUAL WETLAND AREAS COULD EXIST THAT MAY NOT BE SHOWN. ALL JURISDICTIONAL WETLANDS ARE UNDER THE JURISDICTION OF THE U.S. ARMY CORPS OF ENGINEERS AS REQUIRED UNDER SECTION 404 OF THE CLEAN WATER ACT, AS AMENDED. PROPERTY OWNERS MAY BE SUBJECT TO PENALTY BY LAW FOR DAMAGE TO WETLANDS WITHOUT PROPER PERMITTING.
- THERE WILL EXIST A 10 FOOT DRAINAGE AND UTILITY EASEMENT ALONG ALL SIDE AND REAR PROPERTY LINES UNLESS NOTED OTHERWISE.
- BOUNDARY SURVEY PREPARED BY SCANLON ENGINEERING SERVICES, INC., DATED 3/12/2022.
- AS PER FEMA F.I.R.M. PANEL NUMBER 13255C0185D, DATED MAY 3, 2010, NO PORTION OF THIS SITE LIES WITHIN A FLOOD HAZARD ZONE.
- LOTS TO BE SERVICED BY PUBLIC WATER (SPALDING COUNTY WATER) AND INDIVIDUAL ONSITE SEPTIC SYSTEMS.
- ALL UTILITIES ARE UNDERGROUND.
- AT THE TIME OF RECORDING, IRON PINES (½" REBAR) WERE SET AT THE REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
- ALL ROADS TO HAVE A 60' RIGHT-OF-WAY, EXCEPT OTHERWISE NOTED.
- ALL LOTS SHALL HAVE A 5' PRIVATE DRAINAGE EASEMENT ALONG THE SIDE AND REAR PROPERTY LINES FOR THE MAINTENANCE OF LOT DRAINAGE, UNLESS OTHERWISE SHOWN HEREON.
- ALL GREEN SPACE SHOWN ON THIS PLAT WILL BE DEDICATED TO THE HOMEOWNERS ASSOCIATION.
- THIS SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED ON _____, DEED BOOK _____, PAGE _____.
- A 25-FOOT UNDISTURBED BUFFER SHALL BE MAINTAINED ADJACENT TO ALL STREAMS.
- NO VISIBLE EVIDENCE OF UNDERGROUND STORAGE TANKS, HAZARDOUS MATERIAL, OR WASTE DISPOSAL AREAS EXIST.
- SPALDING COUNTY PERSONNEL AND/OR AGENTS AND COMMUNITY SERVICES, LLLP PERSONNEL AND/OR AGENTS HAVE FREE AND TOTAL ACCESS TO AND ACROSS ALL PUBLIC EASEMENTS. STATE LAW PROHIBITS THE PRIVATE CONSTRUCTION, PLANTING, OR OTHERWISE MAKING IMPROVEMENTS ON THE DEDICATED RIGHT-OF-WAY. RESPONSIBLE PARTY FOR REPAIR OF ANY DAMAGE TO SUCH IMPROVEMENTS, INCLUDING DECORATIVE STREET SIGNS AND PAVERS, SHALL BE THE HOMEOWNERS ASSOCIATION.
- SPALDING COUNTY ASSUMES NO RESPONSIBILITY FOR THE OVERFLOW OR EROSION OF NATURAL OR ARTIFICIAL DRAINS BEYOND THE POINTS SHOWN ON THIS PLAT AND AS REQUIRED BY THE SPALDING COUNTY SUBDIVISION ORDINANCE.
- ALL COMMON AREAS, OPEN SPACE, AMENITIES, SIGN, FENCE, AND LANDSCAPE MAINTENANCE EASEMENTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- LEVEL 3 SOILS SURVEY PREPARED BY THOMAS MACFIE SOILS SCIENCE, INC. P.O. BOX 1899, WINDER, GA 30680, SITE MAPPED JUNE 17, 2004.

SES

ENGINEERING
PLANNING
SURVEYING

"THIS DRAWING IS THE PROPERTY OF SCANLON ENGINEERING SERVICES, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN, AND IS NOT TO BE USED ON OTHER PROJECTS OR EXTENSIONS TO THIS PROJECT, OR REPRODUCED IN WHOLE OR IN PART, EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION."

FINAL PLAT FOR
CRESTWICK SUBDIVISION
PHASE 2

LOCATED IN LAND LOT 137 OF THE 2nd DISTRICT,
ORIGINALLY MONROE, NOW SPALDING COUNTY, GEORGIA

SCANLON ENGINEERING SERVICES, INC.

221 EAST BANK STREET
GRIFFIN, GEORGIA 30223

PHONE: (678) 967-2051 www.scanloneng.com

★ LSF 000859 ★

Rev. Description Date

1. --- --- ---

2. --- --- ---

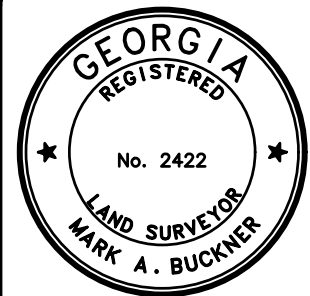
3. --- --- ---

Project #: S22261006

Drawn by: JWS

Review by: MAB

Date: 7/27/2023



SHEET DESCRIPTION

FINAL PLAT

SHEET NUMBER

824C

SHEET 1 OF 3



ENGINEERING
PLANNING
SURVEYING

"THIS DRAWING IS THE PROPERTY OF SCANLON ENGINEERING SERVICES, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN, AND IS NOT TO BE USED ON OTHER PROJECTS OR EXTENSIONS TO THIS PROJECT, OR REPRODUCED IN WHOLE OR IN PART, EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION."

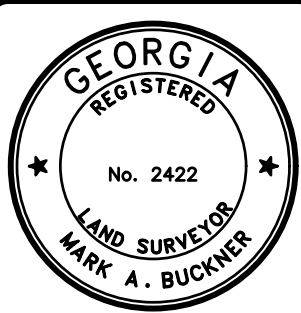
FINAL PLAT FOR
CRESTWICK SUBDIVISION
PHASE 2

LOCATED IN LAND LOT 137 OF THE 2nd DISTRICT,
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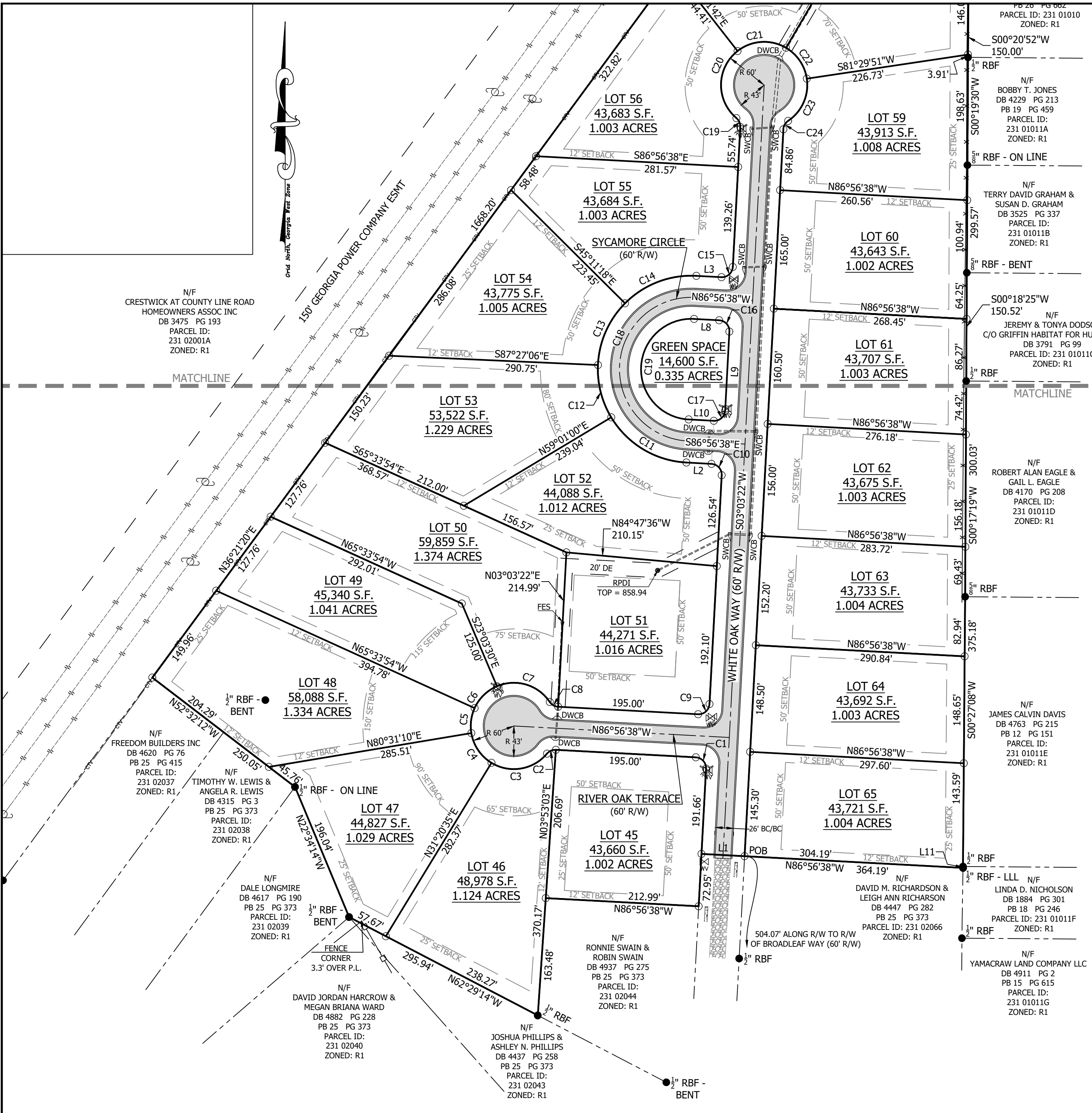
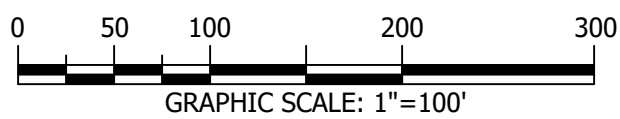
Rev.	Description	Date
1		
2		
3		
Project #:	522261006	
Drawn by:	JWS	
Review by:	MAB	7/27/2023

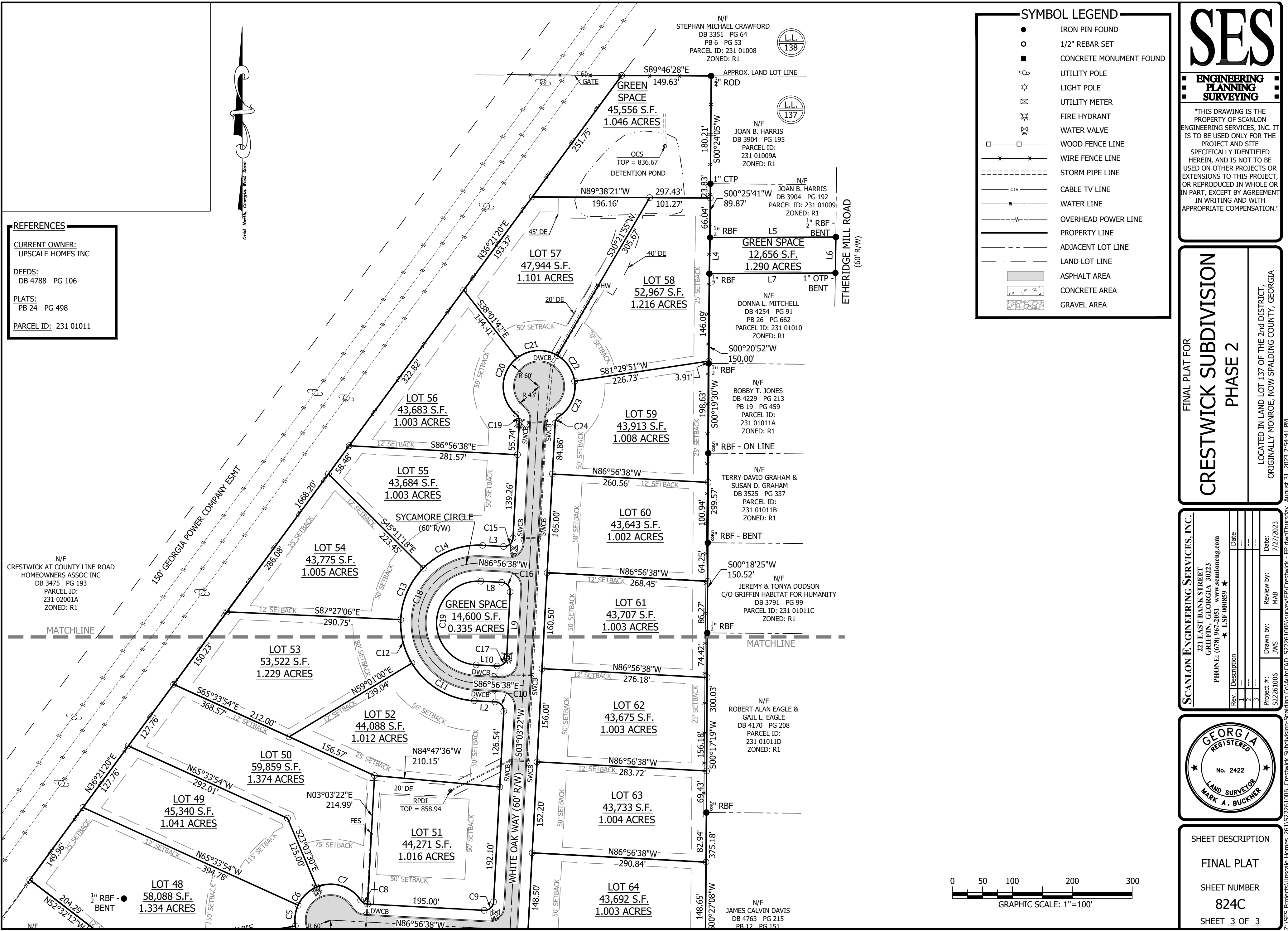


SHEET DESCRIPTION
FINAL PLAT
SHEET NUMBER
824C
SHEET 2 OF 3

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N86°56'38"W	60.00'
L2	N86°56'38"W	35.00'
L3	S86°56'38"E	35.00'
L4	S01°06'19"W	60.37'
L5	N89°47'09"E	210.24'
L6	S00°47'49"W	59.96'
L7	S89°40'40"W	210.57'
L8	N86°56'38"W	35.00'
L9	N03°03'22"E	110.00'
L10	S86°56'38"E	35.00'
L11	S00°51'23"W	1.86'

CURVE TABLE				
CURVE #	BEARING	CHORD	ARC	RADIUS
C1	S41°56'38"E	21.21'	23.56'	15.00'
C2	N66°29'28"E	13.42'	13.91'	15.00'
C3	N80°38'05"E	78.27'	85.26'	60.00'
C4	S34°04'07"E	49.93'	51.50'	60.00'
C5	S07°28'38"W	35.00'	35.52'	60.00'
C6	S45°41'18"W	43.50'	44.51'	60.00'
C7	N73°26'10"W	76.53'	82.98'	60.00'
C8	S60°22'44"E	13.42'	13.91'	15.00'
C9	S48°03'22"W	21.21'	23.56'	15.00'
C10	N41°56'38"W	21.21'	23.56'	15.00'
C11	S58°57'49"E	121.98'	126.97'	130.00'
C12	S14°13'03"E	75.00'	76.08'	130.00'
C13	S23°40'48"W	93.73'	95.89'	130.00'
C14	S68°56'02"W	106.26'	109.46'	130.00'
C15	N48°03'22"E	21.21'	23.56'	15.00'
C16	N41°56'38"W	21.21'	23.56'	15.00'
C17	N48°03'22"E	21.21'	23.56'	15.00'
C18	S03°03'22"W	200.00'	314.16'	100.00'
C19	N23°30'32"W	13.42'	13.91'	15.00'
C19	S03°03'22"W	140.00'	219.91'	70.00'
C20	S00°56'56"W	93.29'	106.86'	60.00'
C21	S86°10'06"W	67.44'	71.62'	60.00'
C22	N34°04'07"W	51.79'	53.55'	60.00'
C23	N23°50'31"E	64.20'	67.74'	60.00'
C24	S29°37'16"W	13.42'	13.91'	15.00'







**BOARD OF COMMISSIONERS - EXTRAORDINARY
SESSION**

**Consider Resolution Declaring Official Intent to Reimburse for Spalding
County Sheriff's Office vehicles**

Requesting Agency

Spalding County Board of Commissioners

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

ATTACHMENTS:

[Resolution Declaring Official Intent to Reimburse Sheriff Vehicles 09.15.2025.pdf](#)



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

COUNTY MANAGER
Steve Ledbetter

COUNTY ATTORNEY
Stephanie Windham

RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE

WHEREAS, Spalding County, Georgia (the "Issuer") intends to secure vehicles while waiting for a loan closing (the "Project"); and

WHEREAS, the Issuer intends to finance the costs of the Project with the proceeds of debt to be issued by the Issuer (the "Debt"), the interest on which is to be excluded from gross income for federal income tax purposes; and

WHEREAS, the Issuer may pay for all or a portion of the costs of the Project prior to the issuance of the Debt and may reimburse itself with proceeds of the Debt for such costs.

NOW THEREFORE, BE IT RESOLVED BY THE SPALDING COUNTY BOARD OF COMMISSIONERS, and it is hereby resolved by the authority of the same as follows:

1. The Issuer hereby declares its official intent to reimburse itself with the proceeds of the Debt for any costs of the Project paid by it prior to the issuance of the Debt.
2. The maximum principal amount of Debt which the Issuer expects to be issued relating to the Project is currently estimated to be \$405,000.
3. This resolution is made pursuant to the requirements of the United States Treasury Regulation Section 1.150-2 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulation.

Adopted this 15th day of September 2025.

SPALDING COUNTY BOARD OF COMMISSIONERS

Clay W. Davis, Chairman

Dr. Steve Ledbetter PhD, County Clerk



**BOARD OF COMMISSIONERS - EXTRAORDINARY
SESSION**

**Update on code enforcement activities at School Road and Bleachery /
Railroad properties.**

Requesting Agency

Spalding County Community Development

In Compliance with the following Ordinance

Requirement for Board Action

Is this Item Goal Related?

Yes

Summary and Background

Fiscal Impact / Funding Source

STAFF RECOMMENDATION

N/A

ATTACHMENTS:

[Bleachery Street and Sunnyside MHP 9.15.25.pdf](#)

Bleachery Street Mill and Sunnyside MHP

Bleachery Street Mill (349 & 355 Railroad Ave)-

This case was opened on September 5th, 2024. Upon researching QPublic, it was determined that the property belonged to Mills JS Act, LLC out of Conley, GA. A notice of violation was sent to this address regarding the nuisance, which included the hazardous conditions of the building and the exterior areas of the property having junk, trash, debris, other items not allowed and the general maintenance of the exterior areas of the parcel. Shortly after, I received a phone call from a Mills JS Act, LLC representative advising me that the property had been divided and they were not responsible for the building. I advised that they were still responsible for the other things pertaining to their property noted in the courtesy notice sent to them. No attempts to resolve the violations of the exterior property area were ever made.

In January 2025, more concerns regarding homeless people occupying the structure were raised. I again looked at QPublic and found the parcel has been split into 2 parcels with the one owned by Mills JS Act, LLC now identified as 355 Railroad Ave. 349 Railroad Ave was now owned by Nexgen Opportunity Fund, LLC out of Tampa, FL. Throughout the month of January, I had contact with numerous deputies as we entered the building due to homeless people occupying it. It was determined that Khanna Bhushan claimed to be the owner of the 349 Railroad Ave and had it listed for sale with Southern Realty Group in Griffin, GA. I responded to Southern Realty Group and spoke with several staff members, including James Potts (listing agent), who advised they did have the parcel listed for sale; however, numerous offers had come in and the owner either couldn't be contacted or refused to accept reasonable offers. I was advised that Southern Realty Group was no longer going to work with the owner to list said property.

In February 2025, a notice of violation was sent to Khanna Bhushan regarding 349 Railroad Ave. by mail. No response has ever been received to this notice sent.

In late July 2025, I began working with Ms. Windham, the county attorney, to determine the necessary steps required to continue pursuing this matter. On August 5th, photographs and case notes requested were provided to her. Also requested were more photographs of the location, specifically aerial photographs. After working with the Spalding County Sheriff's Office, all aerial photographs have been taken and sent on September 10, 2025. We will be waiting any additional request of materials or photographs from Ms. Windham.

Sunnyside MHP (3893 North Expressway)-

This case was opened on September 23, 2024. Information regarding this case was researched through QPublic to identify the property owner. The information obtained identified the owner as Sunnyside and Smiles, LLC. A search of the GA Secretary of State website showed that this LLC was Administratively Dissolved October 28, 2022. I then checked with the Spalding County Business License Office and found the owner of Sunnyside and Smiles, LLC had registered this location as a mobile home park business and Spalding County and provided the owners license identifying him as Philip Samuel Asuamah. Using this name, I used additional resources identifying several addresses around the metropolitan Atlanta area where Mr. Asuamah might reside. Several attempts were made to locate Mr. Asuamah without success.

After exhausting all resources to locate Mr. Asuamah, I went to the Spalding County Property Tax Office to check the status of the property taxes. I was advised the taxes were current and had been paid by Ms. Rena Wood. I began researching Ms. Wood to determine her affiliation with the property. I was able to locate an address for Ms. Wood and she was sent notice of the violations of said property. On May 8, 2025, Ms. Wood contacted me and advised me that she had financed the property to Mr. Asuamah who has since failed to maintain the payments and has not been able to be located. Ms. Wood stated that she did pay the past due property taxes, bringing them current in fear of losing the property. Ms. Wood advised me that she would have to consult with legal representation to determine how to regain possession of the property.

On August 6, 2025, I again spoke with Ms. Wood who advised me that she had reached out to begin the legal process of repossession against said property. Ms. Wood advised me that her spouse had some medical concerns, and she has spent numerous hours at doctors dealing with those concerns. Ms. Wood did admit to not being as aggressive as she should have due to those issues and would get back with her attorney. I advised Ms. Wood that I would follow up with her for an update on the status of the case the week of October 10, 2025, as that would allow her time to send necessary notices and be able to provide a better update on the legal status of the case.

Ms. Wood is clear that the structures, trash, overgrowth, and any other possible violations at this location must be resolved as soon as she has legal possession of the property.



**BOARD OF COMMISSIONERS - EXTRAORDINARY
SESSION**

Consider request for Reconciliation of Leasing Revenues owed to the Spalding County Water & Sewerage Facilities Authority (SCWA) regarding the Williamson Road Communications Tower.

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:

[VZW at Water Tower.pdf](#)

[Williamson Road Communication Tower Lease - SCWA - 20250822.pdf](#)

Lessee Site Name: Moose Lodge

Spalding County Site ID:

State: Georgia

County: Spalding

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as "Lease") by and between Spalding County, a political subdivision of the State of Georgia, located at 119 E. Solomon Street, Griffin, Georgia 30223 (hereinafter referred to as "Lessor") and Verizon Wireless of the East LP, a Delaware limited partnership d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey, 07920 (telephone number 866-862-4404) (hereinafter referred to as "Lessee").

Prior to or in conjunction with this Lease, Lessee shall submit the following to Lessor:

- A. a Site Lease Application (the "Application"), which is attached hereto as **Exhibit 1** and approved by Lessor; and
- B. an Application Fee of \$2,500 (the "Fee").

Lessor hereby leases the Leased Premises to Lessee, as defined below, subject to the terms and conditions of this Lease as follows:

1. **Premises.** Subject to the following terms and conditions, Lessor leases to Lessee certain space and area ("Leased Premises" or "Premises") upon and adjacent to Lessor's tower ("Lessor Tower"), which Lessor Tower is located on certain real property leased by Lessor located at Williamson Road in Griffin, Georgia, and as shown on the Tax Map of the County of Spalding as a portion of Tax Parcel No. 235 04023G, and a portion of that real property further described in Deed Book 939 at Page 182, as recorded in the Office of the Clerk of Superior Court of Spalding County (the "Property"), as more particularly described in **Exhibit 2** attached hereto and incorporated herein by reference. Lessee's use and maintenance of the Property shall be limited only to the Leased Premises; provided, however, Lessee shall have a non-exclusive easement (the "Easement") for pedestrian and vehicular ingress and egress 24 hours per day, 7 days per week over or along a twenty (20) foot wide easement extending from the nearest public right-of-way, Williamson Road, to the Leased Premises, as more particularly described in **Exhibit 2** attached hereto and incorporated herein by reference. Lessee shall also have a non-exclusive easement (the "Easement 2") for ingress and egress, 7 days a week, 24 hours a day, on foot or motor vehicle, including trucks and for the installation and maintenance of utility wires, fiber, poles, cables, conduits, and pipes over, under, or along a 5,278 square foot easement extending from the nearest public right-of-way, Williamson Road, to the Leased Premises as further described and depicted on **Exhibit 2** attached hereto and incorporated herein by reference as the Permanent Easement and Temporary Construction Easement by and between Loren E. Guild and Spalding County dated April 17, 2014 and as shown on Easement Survey for Spalding County. The Leased Premises and the location of the Communications Equipment (as defined below) on Lessor Tower are depicted on the site plan (the "Site Plan") attached hereto as **Exhibit 3** and incorporated herein by reference.

2. **Term.**

The initial term ("Initial Term") of this Lease shall be for a period of five (5) years and shall commence on the first day of the first month following the earlier to occur of (a) 180 days after full execution of this Lease, or (b) commencement of construction at the Leased Premises, whichever occurs first ("Commencement Date"). If the Commencement Date is based upon the commencement of construction at the Leased Premises, then Lessor and Lessee shall memorialize the Commencement Date of this Lease in writing.

This Lease shall be automatically extended for a total of three (3) additional five (5) year terms, each being a Renewal Term ("Renewal Term"), unless Lessee terminates it at the end of the then current five-year term by giving Lessor written notice of the intent to terminate at least six (6) months prior to the expiration of the Initial Term or of the then current Renewal Term, as the case may be; provided, however, such right of renewal is contingent upon Lessee not being in default of the Lease. The term shall include the Initial Term and all Renewal Terms hereunder.

3. **Rent.**

a. Lessee shall pay to Lessor as rent for the Leased Premises, an amount equal to \$2,500.00 per month ("Rent"). Rent shall be payable on the first day of each calendar month in advance at Lessor's address specified in Section 14 below. Lessor and Lessee acknowledge and agree that initial rental payment(s) shall not actually be sent by Lessee until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, Lessee shall send to the Lessor the rental payments for January 1 and February 1 by February 1.

Upon agreement of the Parties, Lessee may pay rent by electronic funds transfer and in such event, Lessor agrees to provide to Lessee bank routing information for such purpose upon request of Lessee.

b. Lessor hereby agrees to provide to Lessee certain documentation (the "Rental Documentation") evidencing Lessor's interest in, and right to receive payments under, this Lease, including without limitation: (i) documentation, acceptable to Lessee in Lessee's reasonable discretion, evidencing Lessor's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to Lessee, for any party to whom rental payments are to be made pursuant to this Lease; and (iii) other documentation requested by Lessee in Lessee's reasonable discretion. From time to time during the Term of this Lease and within thirty (30) days of a written request from Lessee, Lessor agrees to provide updated Rental Documentation in a form reasonably acceptable to Lessee. The Rental Documentation shall be provided to Lessee in accordance with the provisions of and at the address given in Paragraph 13. Delivery of Rental Documentation to Lessee shall be a prerequisite for the payment of any rent by Lessee and notwithstanding anything to the contrary herein, Lessee shall have no obligation to make any rental payments until Rental Documentation has been supplied to Lessee as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Lease, any assignee(s), transferee(s) or other successor(s) in interest of Lessor shall provide to Lessee Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Lease and within thirty (30) days of a written request from Lessee, any assignee(s) or transferee(s) of Lessor agrees to provide updated Rental Documentation in a form reasonably acceptable to Lessee. Delivery of Rental Documentation to Lessee by any assignee(s), transferee(s) or other successor(s) in interest of Lessor shall be a prerequisite for the payment of any rent by Lessee to such party and notwithstanding anything to the contrary herein, Lessee shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of Lessor until Rental Documentation has been supplied to Lessee as provided herein.

c. Lessor shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, Lessee shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by Lessee's installation. In the alternative, if permitted by the local utility company servicing the Premises, Lessee shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by Lessee's installation. In the event such sub-meter is installed, the Lessee shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the Lessee shall pay the Lessor thirty (30) days after receipt of an invoice from Lessor indicating the usage amount based upon Lessor's reading of the sub-meter. All invoices for power consumption shall be sent by Lessor to Lessee at P.O. Box 182727, Columbus, Ohio 43218. Lessee shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by Lessor. Lessee shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

3A. **Escalations.** On each annual anniversary of the Commencement Date, the Rent will increase by 2.5% above the Rent for the month immediately preceding the annual anniversary of the Commencement Date.

4. **Permitted Use.** The Leased Premises may be used by Lessee to install, maintain and operate a communications facility and related equipment on the Leased Premises ("Permitted Use"). Lessee's antenna equipment (hereinafter referred to as "Communications Equipment" or "Communications Center"), is described in **Exhibit 4**. Lessee shall have the right to replace, repair, add or otherwise modify its utilities, equipment (including, without limitation, Communications Equipment), antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Initial Term and any Renewal Term. However, if Lessee replaces equipment, the new equipment must be similar and comparable to the old equipment, and the new equipment must not increase the tower loading of the Tower.

All Communications Equipment shall be anchored and installed on Lessor's Tower in accordance with good and accepted engineering practices. Lessee must notify Lessor of its intent to install the Communications Equipment prior to installation.

5. **Access.** Lessor agrees that during the term of this Lease, Lessee shall have the right of reasonable ingress and egress on a 24 hour basis to the Leased Premises for the purpose of installing, maintaining, repairing and removing its Communications Equipment. Lessee acknowledges and agrees, however, that such access shall be permitted only to authorized engineers or employees of Lessee or persons under the direct supervision of Lessee for the limited purposes set forth herein.

6. **Interference.** Lessee agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of Lessor or other lessees of the Property which existed on the Property prior to the date this Lease is executed by the Parties. In the event any after-installed Lessee's equipment causes such interference, and after Lessor has notified Lessee in writing of such interference, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will Lessor be entitled to terminate this Lease or relocate the equipment as long as Lessee is making a good faith effort to remedy the interference issue. Lessor agrees that Lessor and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of Lessee. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

7. **Improvements; Utilities; Removal.** All work by Lessee shall be performed in compliance with all applicable laws and ordinances. Lessee is not authorized to contract for or on behalf of Lessor for work on, or the furnishing of materials to, the Leased Premises or any other part of the Property, and Lessee shall discharge of record by payment, bond or otherwise, within thirty (30) days subsequent to the date of its receipt of notice thereof from Lessor, any mechanic's, laborer's or similar lien filed against the Leased Premises or the Property for work or materials claimed to have been furnished at the instance of Lessee. The Communications Equipment shall remain the exclusive property of Lessee, and Lessee shall have the right to remove all or any portion of the Communication Facilities at any time during the term of the Lease and following any termination of this Lease; provided Lessee is not in default of this Lease. Any property which is not removed by Lessee within ninety (90) days after the expiration or earlier termination of this Lease upon the expiration of said ninety (90) day period, shall at the option of Lessor (i) be removed and discarded or stored by Lessor at Lessee's expense, or (ii) become the property of Lessor, and Lessee shall thereafter have no rights, obligations or liabilities whatsoever with respect thereto.

8. **Termination.** Except as otherwise provided herein, this Lease may be terminated as follows:

a. by Lessor, if Lessee fails to make any monetary payment due under this Lease within fifteen (15) days after Lessee's receipt of written notice of default from Lessor;

b. by Lessor, if Lessee defaults (other than a default described in Section 8.a. above) and fails to cure such default within thirty (30) days after written notice of such default is received; provided, however, that if such default is capable of being cured, but not within such 30-day period, this Lease may not be terminated so long as Lessee commences appropriate curative action within such 30-day period and thereafter diligently prosecutes such cure to completion as promptly as possible;

c. by Lessee, if Lessor defaults and fails to cure such default within thirty (30) days after written notice of such default is received; provided, however, that if such default is capable of being cured, but not within such 30-day period, this Lease may not be terminated so long as Lessor commences appropriate curative action within such 30-day period and thereafter diligently prosecutes such cure to completion as promptly as possible;

d. notwithstanding Section 8.c. above, Lessee may terminate this Lease if Lessor defaults and then fails, within five (5) days after receipt of written notice of such default, to cure such default if the default interferes with Lessee's ability to conduct its business on the Property; provided, however, that if the nature of Lessor's default is such that curative efforts will take longer than five (5) days after Lessor receives such notice, then it shall not be a default under this Agreement if curative efforts are commenced by Lessor within such five (5) day period and thereafter diligently pursued to completion.

e. by Lessee upon prior notice if it is unable to obtain or obtained in a timely manner, maintain or otherwise forfeits or cancels any license, permit or governmental approval necessary for the construction or operation of the Communications Equipment; or

f. by Lessee upon prior written notice if Lessee determines, in its reasonable discretion exercised in good faith, that based on (i) technology, (ii) interference with use of the Leased Premises resulting from the acts of any third party, an act of God or from other natural forces, (iii) changes in system design or system usage patterns or for any other reason, (iv) any soil boring test or structural analysis is unsatisfactory, (v) structurally incompatible, or (vi) obsolete or unnecessary, Lessee's use of the Communications Equipment, as the same may have been modified from time to time) is no longer consistent with the optimal operation of Lessee's communication system

9. **Casualty and Condemnation.**

a. In the event of damage by fire or other casualty to Lessor Tower or Leased Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee's operations at the Leased Premises for more than forty-five (45) days, then Lessee may, at any time following such fire or other casualty, provided Lessor has not completed the restoration required to permit Lessee to resume its operation at the Leased Premises, terminate this Lease upon fifteen (15) days prior written notice to Lessor. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the

date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Lessee's use of the Lease Premises is impaired.

b. In the event of any condemnation of all or any portion of the Property, this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Leased Premises or Lessor Tower, Lessee, in Lessee's sole discretion, is unable to use the Leased Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt Lessee's operations at the Leased Premises for more than forty-five (45) days, Lessee may, at Lessee's option, to be exercised in writing within fifteen (15) days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. Lessee may on its own behalf make a claim in any condemnation proceeding involving the Leased Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Leased Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Leased Premises taken bears to the total rentable area of the Leased Premises. In the event that this Lease is not terminated by reason of such condemnation, Lessor shall promptly repair any damage to the Leased Premises caused by such condemning authority.

10. **Taxes.** Lessee shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which Lessor demonstrates is the result of Lessee's use of the Premises and/or the installation, maintenance, and operation of the Lessee's improvements, and any sales tax imposed on the rent (except to the extent that Lessee is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which Lessor demonstrates arises from the Lessee's improvements and/or Lessee's use of the Premises. Lessor and Lessee shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by Lessor or Lessee at the Property. Notwithstanding the foregoing, Lessee shall not have the obligation to pay any tax, assessment, or charge that Lessee is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making Lessee liable for any portion of Lessor's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, Lessor shall have the responsibility to pay any personal property, real

estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

Lessee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Lessee is wholly or partly responsible for payment. Lessor shall reasonably cooperate with Lessee at Lessee's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by Lessee, there is a reduction, credit or repayment received by the Lessor for any taxes previously paid by Lessee, Lessor agrees to promptly reimburse to Lessee the amount of said reduction, credit or repayment. In the event that Lessee does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Lessor will pursue such dispute at Lessee's sole cost and expense upon written request of Lessee.

11. **Insurance and Subrogation.** Lessee will provide:

a. Commercial General Liability Insurance in an aggregate amount of \$3,000,000 and name Lessor as an additional insured on the policy or policies. Lessee may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance maintained by Lessee and providing Lessor within ten (10) days of the Commencement Date with a certificate of insurance naming Lessor as an additional insured; and

b. Workmen's Compensation coverage in the statutory amount.

12. **Intentionally Deleted.**

13. **Limitation of Liability.** Except for indemnification pursuant to Paragraph 15, neither Party shall be liable to the other, or any of their respective agents, representatives or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise

14. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Lessee to:

Verizon Wireless of the East LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

If to Lessor to:

Emergency contact: Mr. William P. Wilson Jr.

Spalding County Board of Commissioners
119 E. Solomon Street
Griffin, Georgia 30223

15. **Environmental Laws.**

Lessor will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of Lessee in the Premises.

Except as permitted by law, neither Party will allow any hazardous substances, including without limitation any and all pollutants, wastes, flammables, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances and all other materials defined by or regulated under any Environmental Law, including those defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604, pollutants or contaminants as defined in CERCLA, 42 U.S.C. § 9604 (A) (2), or hazardous waste as defined in the Resources Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6903, or other similar applicable Federal or State Laws or regulations, to be generated, released, stored, or deposited over, beneath, or on the Premises or Property or on any structures located on the Premises from any source whatsoever. Each party covenants to indemnify and hold the other party harmless from all claims, demands, damages, fines, costs, cleanup, attorney's fees, and court costs (collectively, "Claims") arising from the indemnitor's material misrepresentations or from existing or future discharge or from the presence or release of any hazardous substances or hazardous wastes on the Premises (either intentionally or accidentally) by the indemnitor or its predecessors in interest, agents, licensees or assigns, unless caused by the indemnitee or persons acting under the indemnitee.

16. **Assignment and Subleasing.** This Lease may be sold, assigned or transferred by Lessee without any approval or consent of Lessor to Lessee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of Lessor, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder.

17. **Relocation of Communications Equipment.** Lessor covenants that it will keep Lessor Tower in good repair as required by all applicable laws and regulations. Lessor shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If Lessor fails to make such repairs

including maintenance Lessee may make the repairs and the costs thereof shall be payable to Lessee by Lessor on demand, together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If Lessor does not make payment to Lessee within ten (10) days after such demand, Lessee shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from Lessee to Lessor.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of Lessor Tower structure or its appurtenances.

All antenna(s) on Lessor Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Lease, Lessor shall supply to Lessee copies of all structural analysis reports that have been done with respect to Lessor Tower and throughout the Term, Lessor shall supply to Lessee copies of all structural analysis reports that are done with respect to Lessor Tower promptly after the completion of the same.

Upon request of the Lessor, Lessee agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of Lessor performing maintenance, repair or similar work at the Property or on Lessor Tower provided:

- a. The Temporary Relocation is similar to Lessee's existing location in size and is fully compatible for Lessee's use, in Lessee's reasonable determination;
- b. Lessor pays all costs incurred by Lessee for relocating Lessee's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the Lessee's use, in Lessee's reasonable determination;
- c. Lessor gives Lessee at least ninety (90) days written notice prior to requiring Lessee to relocate;
- d. Lessee's use at the Premises is not interrupted or diminished during the relocation and Lessee is allowed, if necessary, in Lessee's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by Lessor, Lessee is permitted to return to its original location from the temporary location with all costs for the same being paid by Lessor.

18. **Site Plan:** Lessee shall proceed with Lessee's work on the Premises in accordance with the Site Plan.

19. **Force Majeure.** No party shall be responsible for any default, delay or failure to perform if such default, delay or failure to perform is due to causes beyond such party's

reasonable control, including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God or the default of a common carrier. In the event of a default, delay or failure to perform due to causes beyond such party's reasonable control, any date or times by which the parties are otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of such party.

20. **Right of First Refusal.** If Lessor elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by Lessee, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Lease to such third party, Lessee shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If Lessee fails to meet such bona fide offer within thirty (30) days after written notice thereof from Lessor, Lessor may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer.

21. **Rights upon Sale.** Should Lessor, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than Lessee, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of Lessor Tower and/or Property occupied by Lessee, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale, transfer or grant of an easement or interest therein shall be under and subject to this Lease and any such purchaser or transferee shall recognize Lessee's rights hereunder under the terms of this Lease. To the extent that Lessor grants to a third party by easement or other legal instrument an interest in and to that portion of Lessor Tower and/or Property occupied by Lessee for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Lease to said third party, Lessor shall not be released from its obligations to Lessee under this Lease, and Lessee shall have the right to look to Lessor and the third party for the full performance of this Lease.

22. **Title.** Lessor represents and warrants to Lessee as of the execution date of this Lease, and covenants during the Term that Lessor is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Lease. Lessor further represents, warrants and covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting Lessor's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by Lessee as set forth above.

23. **Subordination and Non-Disturbance.** At Lessor's option, this Lease shall be subordinate to any future master lease, ground lease, mortgage, deed to secure debt or other security interest (a "Mortgage") by Lessor which from time to time may encumber all or part of the Property, Lessor Tower or Easement or Easement 2; provided, however, as a condition precedent to Lessee being required to subordinate its interest in this Lease to any future Mortgage covering Lessor Tower or Property, Lessor shall obtain for Lessee's benefit a

non-disturbance and attornment agreement for Lessee's benefit in the form reasonably satisfactory to Lessee, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize Lessee's right to remain in occupancy of and have access to the Premises as long as Lessee is not in default of this Lease beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in Lessor Tower or Property, then Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of this Lease, (2) fulfill Lessor's obligations under this Lease, and (3) promptly cure all of the then-existing Lessor defaults under this Lease. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, Lessee will execute an agreement for Lender's benefit in which Lessee (1) confirms that this Lease is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of Lessor Tower or Property, and (3) agrees to accept a cure by Lender of any of Lessor's defaults, provided such cure is completed within the deadline applicable to Lessor. In the event Lessor defaults in the payment and/or other performance of any deed to secure debt or other real property interest encumbering all or any part of the Property, Lessee, may, at its sole option and without obligation, cure or correct Lessor's default and upon doing so, Lessee shall be subrogated to any and all rights, titles, liens and equities of the holders of such deed to secure debt or other real property interest and Lessee shall be entitled to deduct and setoff against all rents that may otherwise become due under this Lease the sums paid by Lessee to cure or correct such defaults.

24. **Primary Lease Agreement.** Lessor currently has a leasehold interest the property pursuant to a License for the Use of Real Property by and between Lessor and The Spalding County Water and Sewerage Facility Authority (the "Authority"), dated November 1, 2010, as amended by that certain First Amendment to License for the Use of Real Property between Lessor and the Authority, dated October 17, 2011 (as amended, the "Primary Lease") attached hereto as **Exhibit 6**. Lessor's right and ability to lease the Leased Premises to Lessee is expressly limited by and subject to the terms of the Primary Lease and each and every term and condition of this Lease shall be governed by and subordinate to the terms and conditions of the Primary Lease, each of which is incorporated herein by reference. In the event of any conflict between the terms and conditions of this Lease and the Primary Lease, the terms of the Primary Lease shall control and govern Lessee's rights hereunder. Lessor shall not terminate the Primary Lease prior to the expiration of its term without the express written consent of Lessee. In the event Lessor receives any notice of failure to pay or failure to perform any covenant, agreement or obligation under the Primary Lease, Lessor shall notify Lessee of such notice as soon as the notice is received by Lessor pursuant to the terms of the Primary Lease and Lessee may take any such actions to cure any such failure under the Primary Lease. Lessee shall be under no obligation to take such action but may do so solely at its own discretion. In the event Lessee pays any amount or performs any obligations on behalf of Lessor pursuant to the terms of the Primary Lease, Lessee may deduct such amounts paid or the reasonable value of the performance from the amount that would otherwise be due from Lessee to Lessor pursuant to this Lease. A copy of the Primary Lease is attached hereto as **Exhibit 6**.

25. **Miscellaneous.**

a. The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs. With respect to this Section and any other provision in this Lease providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include fees attributable to legal services provided by any in-house counsel and staff to the prevailing or indemnified party. For purposes hereof, the services of in-house attorneys and their staff shall be valued at rates for independent counsel prevailing in the metropolitan area in which such counsel and staff practice.

b. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendment to this Lease must be in writing and executed by both parties.

c. Either party hereto that is represented in this transaction by a broker, agent or commission salesperson (a "Representative") shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative, and shall indemnify and hold the other party harmless from and against any claim to a fee, commission or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

d. Lessor agrees to execute a memorandum of this Lease, the form of which is attached hereto as **Exhibit 5**, and by this reference incorporated herein. Lessee will record the memorandum with the appropriate recording officer.

e. This Lease shall be construed in accordance with the laws of the State of Georgia.

f. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

g. Whenever under the Lease the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

h. Lessor covenants that Lessee shall, upon paying the Rent and observing the other covenants and conditions herein upon its part to be observed, peaceably and quietly hold and enjoy the Leased Premises during the term of this Lease or as it may be extended subject to the Primary Lease.

i. Upon receipt of Lessor's written request and within thirty (30) days after said request, Lessee shall execute, acknowledge and deliver to Lessor, a certificate stating that: This Lease is in full force and effect and has not been modified, supplemented or amended in any way, except as specified in such certificate; there are no existing defenses or offsets, except as specified in such certificate; Lessee has not paid any Rent in advance, except as specified in such certificate; Lessee is not in default in the payment of Rent or any of the other obligations

required of Lessee under this Lease; and Lessee has paid Rent, Additional Rent, and any other payments due Lessor as of the date set forth in the certificate.

j. Nothing herein contain shall be deemed or construed by the parties hereto, nor by any other party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto. Neither the method of computation of Rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than that set forth hereto.

k. Lessor will cooperate with and permit Lessee, at Lessee's sole cost and expense, to implement reasonable measures in order for Lessee to fulfill its RF exposure obligations at the transmitting site, including restricting public access and posting signs and markings. If Lessor does not fulfill its obligations pursuant this paragraph, in addition to all other remedies it may have, Lessee may terminate this Lease upon written notice to Lessor without further obligation to pay rent under this Lease.

l. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or a breach of any other provision of this Lease.

26. **Annual Termination.** Notwithstanding anything to the contrary contained herein, provided Lessee is not in default hereunder beyond applicable notice and cure periods, Lessee shall have the right to terminate this Lease upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to Lessor.

27. **Removal at End of Term.** Lessee shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of this Lease, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. Lessor agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Lessee shall remain the personal property of Lessee and Lessee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes Lessee to remain on the Leased Premises after termination of this Lease, Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed. Lessor hereby waives any statutory or landlord's lien that may otherwise attach to Lessee's equipment.

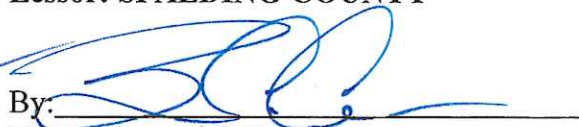
28. **Holdover.** Lessee has no right to retain possession of the Lased Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 26 herein, unless the parties are negotiating a new lease or lease extension in good faith. In the event that the parties are not in the process of negotiating a new lease or lease extension in good faith, and Lessee holds over in violation of Paragraph 26 and this Paragraph 27, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 26 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

IN WITNESS WHEREOF, the parties have entered into this Lease as of the dates set forth below.

WITNESS:


 Print Name: William P. Wilson, Jr.
 County Manager

Lessor: SPALDING COUNTY

By: 
 Name: Samuel C Gardner
 Title: Chairman, Spalding County Board of Commissioners

Date: April 21, 2014

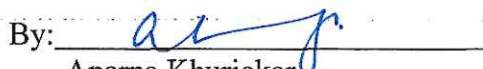
VERIZON WIRELESS OF THE EAST LP

WITNESS:


 Print Name: Jodi Hawthorne

**Lessee: ~~VERIZON OF THE EAST LP~~,
 d/b/a Verizon Wireless**

By: Cellco Partnership, Its general partner

By: 
 Aparna Khurjekar
 Area Vice President Network

Date: 7.7.14

EXHIBIT 1
(Site Lease Application)

Not Applicable.

EXHIBIT 2
(Legal Description of Property, Easement and Easement 2)

Property:

All that tract or parcel of land situate, lying and being in Land. Lot 76 of the Second Land District of Monroe County, originally, now Spalding County, Georgia, and being more particularly shown and designated as Tract "B", containing 0.222 acres, more or less, of land, on the plat of survey entitled "Property Survey for James Russell Friedline and Barbara Nell Friedline and Spalding County Water Authority", dated Jan. 31, 1989, as prepared by Cochran-Presley & Associates, Land Surveyors, Griffin, Georgia, a copy of which said plat is recorded in Plat Book __, at page __ of the Superior Court records of Spalding County, Georgia, and which said plat and the metes, courses, bounds and distances as shown thereon are incorporated herein by reference and made a part of this description; and

Said Tract "B" may be more particularly described by metes and bounds with reference to said plat as follows: BEGINNING at a point, as marked by an iron pin, on the northerly right of way line of the Southern Railroad property, now being property of Norfolk-Southern Railway System, and which said point of beginning lies southwestwardly, as measured along the southerly right of way line of Williamson Road, being Georgia State Highway Route 362, from its point of intersection with the westerly right of way line of Pine Hill Road, a distance of 921.73 feet to an iron pin, and thence running South 30 degrees 42. minutes 02 seconds East. along the southwesterly property line of lands now or formerly owned by Daniel A. Kopac, a distance of 331 feet to the iron pin at the aforesaid point of beginning; and thence running from said point of beginning South 74 degrees 2 minutes West, along the northerly right of way line of the said Southern Railroad property, a distance of 100 feet to an iron pin; thence running North 30 degrees 42 minutes 02 seconds West, a distance of 100 feet to an iron pin; thence running North 74 degrees 2 minutes East, a distance of 100 feet to an iron pin and to the aforesaid southwesterly property line of lands of Daniel A. Kopac; thence running South 30 degrees 42 minutes 02 seconds

East, a distance of 100 feet to the iron pin at the aforesaid point of beginning; and said Tract "B" is now or formerly bounded as follows: Northerly by other lands of the grantors herein; Easterly by lands now or formerly owned by Daniel A. Kopac; Southerly by the said Southern Railroad right of way property; and Westerly by other lands of the grantors herein, all as more particularly shown on said plat.

Easement:

A perpetual easement, over, across and through all that tract or parcel of land situate, lying and being in Land Lot 76 of the Second Land District of Monroe County, originally, now Spalding County, Georgia, and being more particularly shown and designated as a "20' Egress & Ingress Easement" on a plat of survey entitled "Property Survey" for James Russell Friedline and Barbara Nell Friedline and Spalding County Water Authority", dated Jan. 31, 1989, as prepared by Cochran-Presley & Associates, Land Surveyors, Griffin, Georgia, and which said plat and the metes, courses, bounds and distances as shown thereon are incorporated herein by reference and made a part of this description; and attached as Exhibit B to this Declaration of Taking.

A perpetual easement and right to use the strip of land, 20 feet in width, that traverses the northeasterly edge of Tract "A", as shown on a plat of survey, which such strip of land is more particularly designated on said plat of survey as "20' EGRESS & INGRESS EASEMENT", herein called the "20 foot strip of land", and which said 20 foot strip of land may be more particularly described by metes and bounds, with reference to the aforesaid plat of survey, as follows: BEGINNING at a point on the southerly right of way line of said Williamson Road, as marked by an iron pin, which said point of beginning is located southwestwardly, as measured along said southerly right of way line of Williamson Road, a distance of 921.73 feet from the point of intersection of said right of way line with the westerly right of way line of Pine Hill Road; and thence running from said beginning point South 58 degrees, 31 minutes, 02 seconds West, along the said southerly right of way line of Williamson Road, a distance of 20 feet; thence running South 30 degrees, 42 minutes, 02 seconds East, of even (20 feet) width to the northerly property line of said Tract "B", all as more particularly shown on said plat of survey, so as to provide a means of ingress and egress across Tract "A" lands to and from Tract "B" lands and Williamson Road, as shown and designated

on said plat of survey, and an easement and perpetual right to construct, operate, use, maintain, repair and replace a private way or driveway upon, over and across said 20 foot strip of land, together with all rights and privileges necessary or convenient for the full enjoyment or use of such private way and easement as a means of ingress and egress to radio tower antenna and improvements located on said Tract "B" lands, together with the right to remove all rocks, trees, roots or other obstructions interfering with the construction, location, use, operation, maintenance, repair or replacement of such private way or driveway, and together with rainwater or surface water drainage rights over continuous lands of Guild as may be necessary for the use and maintenance of such private way or driveway.

Easement 2:

FILED & RECORDED
CLERK, SUPERIOR COURT
SPALDING COUNTY, GA

2014 APR 25 AM 11 19

BY 
MARCIA L. NORRIS, CLERK

After Recording Return To:
Beck, Owen & Murray
One Griffin Center, Suite 600
100 S. Hill Street
Griffin, Georgia 30223

GEORGIA
SPALDING COUNTY

GRANTOR: LOREN E. GUILD
TAX MAP NO. 23504023A

PERMANENT EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE made this 17th day of April, 2014 between LOREN E. GUILD (hereinafter called the "Grantor"), as party of the First Part, and the SPALDING COUNTY, a Political Subdivision of the State of Georgia (hereinafter called the "Grantee"), as party of the Second Part.

WITNESSETH:

1. That the Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid at and before the sealing of these presents, has granted, bargained and conveyed unto the Grantee, its successors and assigns, a non-exclusive easement (the "Easement") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, fiber, poles, cables, conduits, and pipes over, under, or along a 5,278 square foot easement extending from the nearest public right-of-way, Williamson Road, to the property of Spalding County Water and Sewerage Facilities Authority described in Deed Book 939, page 182, Spalding County, Georgia, records, said easement being a permanent easement and a temporary construction easement as set out, described and defined hereinafter:

Permanent Easement:

All that lot, tract or parcel of land situate, lying and being in Land Lot 76 of the 2nd Land District of Spalding County, Georgia and being more particularly shown and designated at "Easement Area 5,278 Square Feet 0.12 Acres" on that plat of survey entitled "Easement Survey for Spalding County" dated March 17, 2014, prepared by S.L. Colwell & Assoc., Inc., Stanley L. Colwell, Ga. RLS No. 2605, a copy

of which said plat is recorded in Plat Book 26, page 284, Spalding County, Georgia records, and which said plat together with the metes, bounds, courses and distances as shown thereon is incorporated herein and made a part of this description as fully as if set out herein.

Temporary Easement:

Over that property of Grantor herein as more particularly described in that Deed recorded in Deed Book 2878, page 47, Spalding County, Georgia records. Said temporary easement shall terminate upon the completion of the construction of the improvements to be constructed on the Easement Area.

2. Grantor covenants and agrees that Grantor will not impound water or construct buildings, structures, engineering works, or other obstructions of any type whatsoever on the above described permanent easement. Grantor covenants and agrees that Grantor will not impound water or construct buildings, structures, engineering works, or other obstructions of any type whatsoever on the above described permanent easement until the temporary construction easement is terminated.

As to the permanent easement, these covenants and agreements shall be covenants running with the land and shall be binding on the Grantor, their heirs, successors and assigns.

During the terms of the temporary construction easement, these covenants and agreements shall be covenants running with the land and shall be binding on the Grantor, their heirs, successors and assigns.

3 After any construction, repair or maintenance by the Grantee, Grantee shall reseed with grass any portions of said temporary easement strip covered with grass prior to such construction, repair or maintenance and will replace any preexisting improvements damaged during the construction, repair or maintenance, excepting trees and other deep-rooted vegetation.

4. Delay of Grantee in the use or exercise of any right of easement hereby granted shall not result in the loss, limitation or abandonment of any of the rights, title, interest, easement or estate hereby granted. The rights herein granted are divisible and assignable in whole or in part. The terms, covenants and provisions of this easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

5. Special Conditions: N/A

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and affixed their seals, the day and year above written.

Signed, sealed and delivered
in the presence of:

Kim Culbertson

Witness
SSW

Notary Public



Loren E. Guild
LOREN E. GUILD

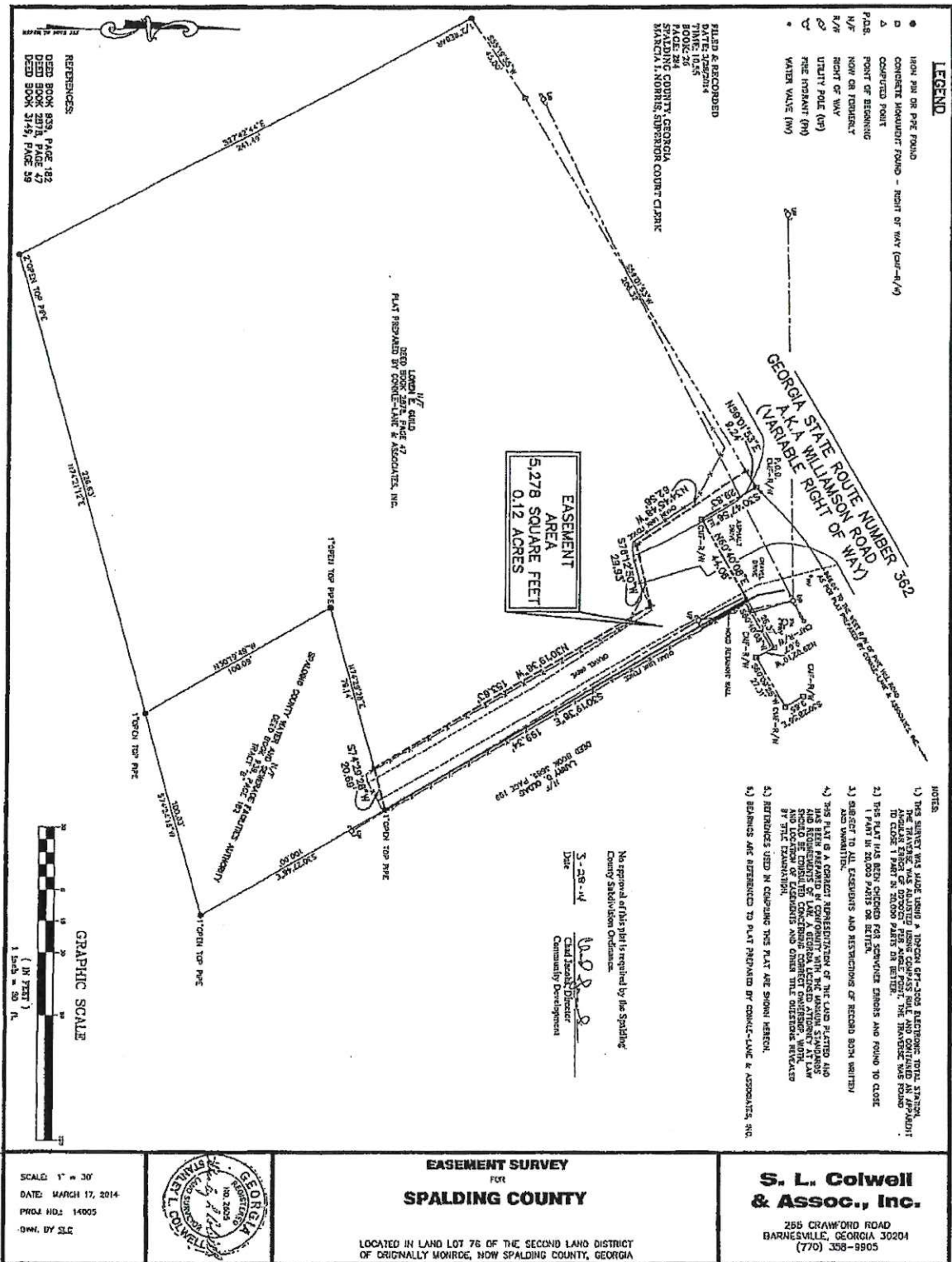
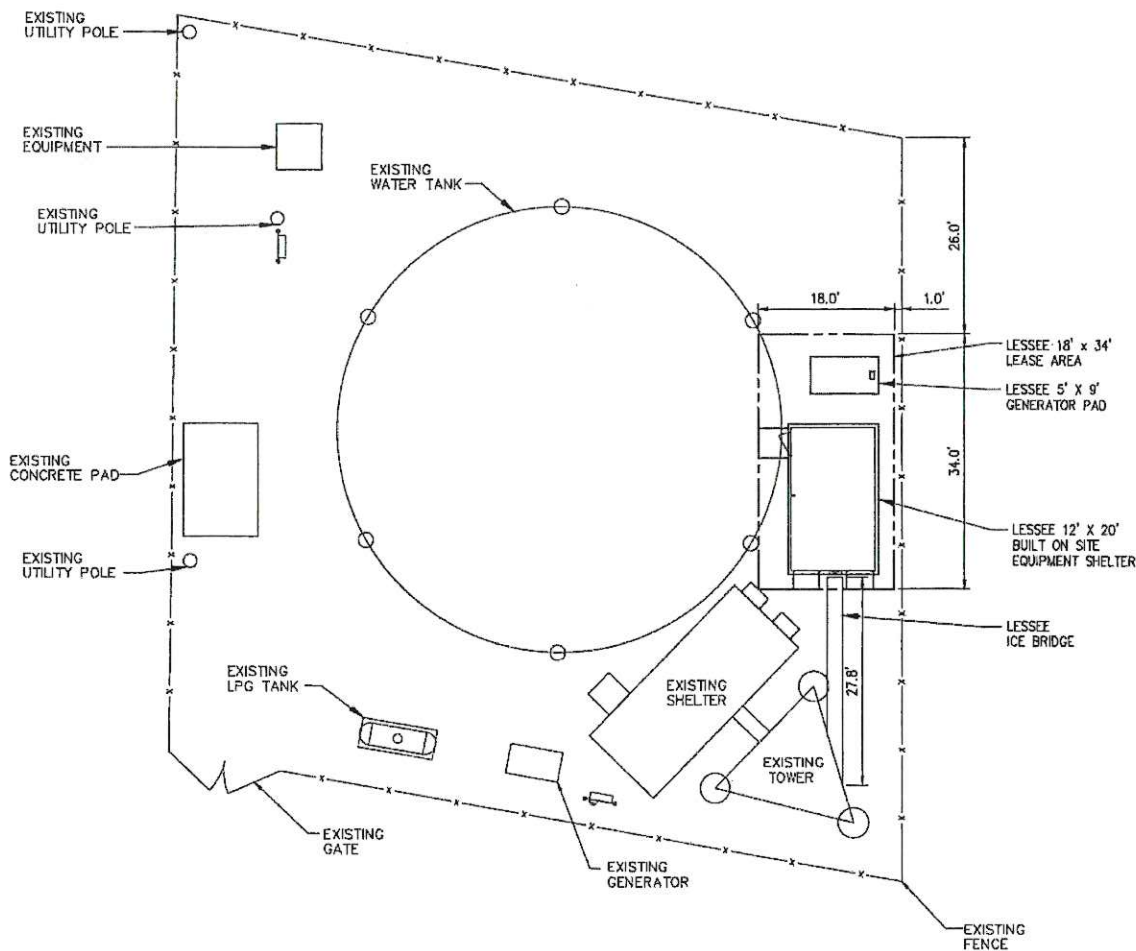


EXHIBIT 3 **(Site Plan of Leased Premises)**



SITE PLAN
SCALE: 1" = 20'



PAGE 1 OF 2

PROJECT INFORMATION:
TOWER OWNER: SPALDING COUNTY
WILLIAMSON RD TOWER
LATITUDE: 33 13' 12.25"
LONGITUDE: 84 18' 36.08"

SITE NAME:
MOOSE LODGE

SITE ADDRESS:
**WILLIAMSON RD
GRIFFIN, GA 30224**

SITE NUMBER:
N/A

TOWERSOURCE#
V0989

SCALE
VARIES

NUM	DATE	DESCRIPTION:
0	3/21/13	ISSUED FOR REVIEW
1		
2		
3		
4		

TOWERSOURCE, INC.
1875 OLD ALABAMA ROAD
SUITE 1008
ROSWELL, GA 30076
TEL 678-990-2176
FAX 678-990-2217

August 22, 2025

Joseph Johnson
General Manager
Spalding County Water & Sewerage Facilities Authority
P.O. Box 1087
Griffin, GA 30224

**RE: Request for Reconciliation of Leasing Revenues – Williamson Road
Communications Tower**

Dear Mr. Johnson:

This letter confirms that the attached contract for the Williamson Road Communications Tower was executed on July 7, 2014, between Spalding County and Verizon Wireless of the East LP, a Delaware limited partnership doing business as Verizon Wireless, for the rental of the tower.

The agreement established an initial rental rate of \$2,500 per month, with an annual increase of 2.5% applied each year thereafter.

As of August 2025, the cumulative revenue received from monthly installments and deposited into a non-interest-bearing account under this contract is as follows:

Description	Amount
Total Amount Received	\$370,185.87
County Allocation	\$259,130.11
Water Allocation	\$111,055.76

Based on a review of historical records, it appears that Spalding County has not issued direct payments to the Spalding County Water & Sewerage Facilities Authority for the disbursement of any funds from this lease. If you have any questions or require supporting documentation, please contact our office.

As this amount exceeds my spending authority, I will present this matter to the Board of Directors at our next regularly scheduled meeting for their consideration and a staff recommendation for approval.

Thank you for bringing this matter to our attention.

Sincerely,



Steve Ledbetter, PhD
County Manager

cc: Clay Davis, Commission Chair
Erica Dye, Deputy County Manager
Jamie Tarleton, Deputy Finance Director