

## **EXTRAORDINARY SESSION**

The Board of Commissioners of Spalding County, Georgia, held their Extraordinary Session on Monday, October 23, 2006 in their office in the Courthouse Annex in the City of Griffin, Spalding County, Georgia, beginning at 6:00 o'clock p.m. with Chairman Eddie L. Freeman presiding and Commissioners Cecil Davis, Gwen Flowers-Taylor, Edward Goss, Jr. and Johnie McDaniel present. Also present were County Manager William Wilson, Jr., Administrative Services Director Jinna L. Garrison, County Attorney Jim Fortune and Executive Secretary Teresa Watson.

*Commissioner McDaniel moved to amend the Agenda to add as Item XIV a Closed Session for acquisition of real property, seconded by Commissioner Flowers-Taylor. Motion carried 5-0.*

- I. OPENING (CALL TO ORDER) – Chairman Eddie L. Freeman**
- II. INVOCATION – Dr. Ken Peek**
- III. PLEDGE TO FLAG – Led by Commissioner McDaniel**
- IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION**
  - 1. Recognize Captain Lee Slaughter and Firefighters Jeffrey Chambers and Vince Henley for exemplary service in Spalding County Fire Department.  
  
Letters of commendation for exemplary service were presented by Chairman Freeman, copies of which will be placed in employees' personnel files.
  - 2. Consider Proclamation declaring Tuesday, October 24, 2006 as "Rayfield Wright Day."

### **Proclamation**

**WHEREAS:** Larry Rayfield Wright was born August 23, 1945 in Esma, Georgia and graduated from Griffin's own Fairmont High School in 1963, then from Fort Valley State College in 1967. He was selected in the seventh round of the NFL draft in 1967 by the Dallas Cowboys and played thirteen seasons, 166 games, for the Cowboys, starting in six NFC Championship games, six Pro Bowls, five Super Bowls and two AFC-NFC World Championships. Perhaps the most decorated offensive lineman in Dallas Cowboy history, Rayfield was a four-time All Pro and team captain of the Super Bowl XI and XII Champion Dallas Cowboys; and

**WHEREAS:** Rayfield Wright was inducted into the Griffin, Georgia Hall of Fame in 1974, the Fort Valley State College Hall of Fame in 1983, the State of Georgia Hall of Fame in 1988, the Texas Black Sports Hall of Fame in 2002, the highly regarded Dallas Cowboys Ring of Honor in 2003, the Texas Sports Hall of Fame in 2005, the Tom Landry Hall of Honor in 2006 and the NFL's highest honor, the Pro Football Hall of Fame, also in 2006; and

**WHEREAS:** Since retiring from professional football in 1980, Rayfield Wright was named to the Juvenile Supreme Court in Arizona for his involvement with at-risk, inner city youth. He co-founded “Kids 4 Tomorrow” non-profit organization of professional athletes who work with children ages K through 12<sup>th</sup> grades. Other community contributions include The Boys & Girls Club, Big Brothers, Love for Kids, Say No to Drugs, The Boy Scouts of America (having achieved Eagle Scout status himself as a young man), Special Olympics, Disability Resources, Inc. and The Nelson Center. The Athletes International Ministries awarded him the Hall of Faith Award in 1997. Rayfield is the former President of the NFL Chapter for the State of Arizona and President of PetroSun, Inc., an all-inclusive oil production corporation. Currently the CEO of Wright Sports and Nutrition LLC, Rayfield has four children and resides near Fort Worth, Texas; and

**NOW, THEREFORE**

**BE IT RESOLVED** that the Board of Commissioners of Spalding County do hereby proclaim Tuesday, October 24, 2006, as

**“Rayfield Wright Day”**

in Spalding County, Georgia, and urge all citizens to acknowledge and congratulate Larry Rayfield Wright.

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

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*Commissioner McDaniel moved to approve proclamation declaring October 24 as “Rayfield Wright Day,” seconded by Commissioner Davis. Motion carried by a vote of 5-0, and a framed proclamation will be presented at a special ceremony on October 24 by Chairman Freeman.*

3. Consider Proclamation declaring November 5, 2006 as “Retired Educators Day” in Spalding County.

**Proclamation**  
**“Retired Educators Day”**

**WHEREAS,** The Governor of the State of Georgia has proclaimed November 5, 2006 to be Georgia Retired Educators Day; and

**WHEREAS,** There are over 60,000 retired educators in Georgia, about 15,000 of whom are members of the Georgia Retired Educators Association (GREA), who have, for over forty-seven years, returned to the state, without compensation, thousands of hours of vital volunteer service and made invaluable contributions to the welfare of their respective communities across Georgia; and

**WHEREAS,** It is appropriate that a day be set aside for citizens to express their thanks and convey their appreciation for the outstanding service the retired educators of Georgia have provided and continue to provide for the betterment of human lives and for society; and

**WHEREAS,** Local religious, civic and political organizations will recognize, and we hereby urge our citizens to recognize, the lasting contributions made and those currently being made by retired educators in this community who possess valuable knowledge and use their lifetime experiences and skills to enrich our lives in a variety of settings; now therefore

**BE IT RESOLVED** that We, the Board of Commissioners of Spalding County do hereby declare that a copy of this proclamation be spread upon the minutes of the proceedings of this Board, reflecting that I have hereunto set my hand in these free United States and caused the seal of Spalding County, Georgia to be affixed, declaring that the fifth day of November, in the year of our Lord two thousand and six, shall be

**Retired Educators Day.**

This, the 23<sup>rd</sup> day of October 2006.

*Commissioner McDaniel moved to approve proclamation declaring November 5, 2006 as "Retired Educators Day" in Spalding County, seconded by Commissioner Davis. Motion carried by a vote of 5-0, and Chairman Freeman presented the proclamation to Ms. Diane Bray.*

#### **V. PRESENTATION OF FINANCIAL STATEMENTS**

1. Consider approval of Financial Statement for three months ended September 30, 2006.  
*Commissioner Davis moved to approve Financial Statement for three months ended September 30, 2006, seconded by Commissioner McDaniel. Motion carried 5-0.*

#### **VI. CITIZENS COMMENTS**

1. Kelly Palmatier would like to address the Board regarding the proposed spay/neuter differential licensing program and respond to Commissioners' concerns.

Kelly Palmatier, 450 Malier Road, Griffin, Georgia

Ms. Palmatier wanted to share information that might address concerns voiced previously by commissioner, but the five-minute limit to speakers was problematic. She stated she will provide more information during the regular agenda item requested by Commissioner Flowers-Taylor.

Henry Collins, 1624 Williamson Road, Griffin, Georgia

Mr. Collins was adamantly opposed to any spay/neuter differential licensing program and strong felt it was ill-conceived. He urged commissioners to think of the expense to older citizens who have found that pets are beneficial. He contended that responsible, law-abiding pet owners would continue to be so, while the irresponsible would simply disregard the ordinance and continue to behave irresponsibly anyway.

Hurtis Howell, 167 Kathy Lane, Griffin, Georgia

Mr. Howell was also strongly opposed to the proposed spay/neuter program. People who are responsible will take care of their animals and those who aren't, won't. He suggested implementing a County leash law first and then a program for altering animals afterward.

Dawn Lewis, 321 Hickory Circle, Griffin, Georgia

She has traveled after Hurricane Katrina to the Gulf Coast area and worked with people and animals. There is a large organized effort spread over the country with an interest in animal rescue. About 700 cats and 1000 dogs have been rescued and transported to the northeast from the Spalding County Animal Shelter alone, not counting other shelters. In the northeast there are very strict licensing laws for spaying and neutering. A shortage of adoptable animals exists there and people line up to get them. This is an incredible thing but cannot be sustained. Animals must be vetted and kenneled with quarantines in place, so this momentum cannot be sustained. She encouraged a visit to the shelter; these are not just old, sick animals but rather healthy animals dying by the hundreds because they cannot be adopted. Oftentimes litters are dumped and this is unfortunate. She submitted that euthanasia was not a solution to overpopulation; neither is rescue. The solution, she felt, rests with spay/neuter proposals, and she urged approval of such a program.

Karen Lucius, local animal behavior specialist, 158 Old Scout Road, Griffin, Georgia

As an obedience trainer, Ms. Lucius knew firsthand that spaying and neutering has a huge impact on animal behavior. Dominance aggression and maternal aggression are great problems with intact dogs that can be rectified by such an altering program. Some speaking tonight have dogs that are contained and cared for, but obviously all those picked up by Animal Control were not contained. Almost 5 million serious dog bites occur every year (2% of the population). Most of these can be avoided by spaying or neutering. Altered animals lose their drive to be dominant and aggressive. She urged approval for what she thinks is a good concept and would like to see a County leash law, as well. She sees such behavior in all breeds and not just a select few, so it is a widespread problem.

Debbie Yelvington, 74 Anderson Road, Griffin, Georgia

As a former president and member of the Humane Society over the years, she has seen this problem escalate. The Humane Society is willing to offer funds to assist with the spay/neuter program and she urged commissioners' positive consideration.

Bobby Browning, 136 Meadowvista Drive, Griffin, Georgia

Mr. Browning is opposed to the program. He has hunting dogs and many others with him tonight do, as well. He inquired about enforcement and how officers will handle implementation of the program. Overall, it doesn't make sense to him, and he agreed that irresponsible people will still be irresponsible, and the responsible ones will be the ones left to pay and assume responsibility.

Mary Liz Vause, 703 Maple Drive, Griffin, Georgia

Mr. Vause favors the program and stated it is a huge problem. Tremendous number must be euthanized which is sad, and behaviors do improve with altering. Animals can become better pets

after spaying or neutering. Unfortunately, it's true that many are not responsible and don't take care of animals, but that will always be the case.

Kathy Galloway, 1795 North McDonough Road, Griffin, Georgia  
Ms. Galloway volunteers with the Humane Society. She is tired of seeing animals killed on the road and being euthanized, too, because of overpopulation. She sees this program as a way to resolve many of the problems. Strays often become wild and can do real harm. She commends the responsible pet owners, but noted that many are not.

Keith Howard, 76 Vaughn Road, Griffin, Georgia  
As a responsible pet owner, Mr. Howard urged commissioners to not make responsible pet owners the accountable ones for all pets and people. The concerned should not have to look after the unconcerned. If anything should be done, it should be borne by those not looking after their own animals and should not fall to the entire community to alleviate the problem. He wondered how the program would determine eligibility for those needing financial assistance, as well.

**VII. PUBLIC COMMENT**

**VIII. MINUTES**

1. Consider approval of the minutes of the October 2, 2006 Regular Monthly Meeting.

*Commissioner Davis moved to approve minutes of the October 2, 2006 Regular Monthly Meeting, seconded by Commissioner Flowers-Taylor. Motion carried by a vote of 5-0.*

**IX. CONSENT AGENDA**

- a. Consider, on second reading, Resolution amending § 2-1005 of the Spalding County Code of Ordinances.

SPALDING COUNTY, GEORGIA  
ORDINANCE NO. 06-06

AN ORDINANCE

TO AMEND THE GOVERNMENT AND ADMINISTRATION CODE OF SPALDING COUNTY, CHAPTER 1, THE BOARD OF COMMISSIONERS, SECTION 2-1005: CHAIRMAN TO PROVIDE FOR THE ABILITY OF THE CHAIR TO INTRODUCE MOTIONS OR SECONDS.

BE IT HEREBY RESOLVED AND ORDAINED by the Board of Commissioners of Spalding County, Georgia, as the governing authority of said County, as follows:

-1-

A resolution to amend §2-1005 of the Spalding County Code of Ordinances by striking in its entirety the last sentence of said section which reads as follows:

“The Chairman may not introduce Motions or second a Motion, except that the Chairman may introduce or second a Motion to go into executive session as authorized by §2-1018 of this chapter.”

And inserting in lieu thereof, the following language:

“Nothing in this chapter shall be construed to prevent the Chairman from making or seconding a Motion, or from participating in any debate.”

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*Commissioner McDaniel moved to approve Consent Agenda, seconded by Commissioner Goss. Motion carried by a vote of 5-0.*

**X. OLD BUSINESS – N/A**

**XI. NEW BUSINESS**

1. Consider approval of a new Alcohol License for 2006 – Retail Sales – Beer & Wine – for the following: High Falls Food, LLC d/b/a Dit's Too at 2662 High Falls Road. This is a new owner, Saifullah Bhamani, of an existing business.

*Commissioner Goss moved to approve a new Alcohol License for 2006 – Retail Sales – Beer & Wine – for the following: High Falls Food, LLC d/b/a Dit's Too at 2662 High Falls Road,*

*seconded by Commissioner Flowers-Taylor. Motion carried by a vote of 4-1 with Commissioner McDaniel opposing.*

2. Consider approval of a new Alcohol License for 2006 – Consumption on Premises – Beer, Wine & Liquor – for the following: Curves, LLC d/b/a Pole Position, 2700 North Expressway. These are new owners of an existing business, also selling food and providing live entertainment/band music. Terry G. Stephenson is the managing member of this business.

Terry G. Stephenson, owner and Taletha Cates, Attorney, 1126 North Ponce de Leon, Atlanta, Georgia, were present to speak on the application.

Ms. Cates noted the establishment would be d/b/a Curves and not Pole Position. The restaurant will serve food and provide live entertainment. They have met all criteria for the license, stated Mr. Wilson. Chairman Freeman said he had visited the establishment today. Mr. Stephenson said he had no other clubs but rather has a consultant firm that is a food and beverage cost control specialist, so he is technically trained. Chairman Freeman asked if the license were to be approved, would Sheriff's deputies be able to monitor frequently? Mr. Stephenson said a law enforcement presence would very much be welcomed. He was planning to control the environment but still have a place that was fun and hopefully profitable.

*Commissioner Davis moved to approve a new Alcohol License for 2006 – Consumption on Premises – Beer, Wine & Liquor – for the following: Curves, LLC d/b/a Pole Position, amended to d/b/a Curves, 2700 North Expressway, seconded by Commissioner Goss.*

Chairman Freeman asked if the motion could be amended to stipulate that the law enforcement could enter and monitor at any time they desired. Mr. Stephenson said law enforcement presence would very much be welcomed, and Attorney Cates asked if they required this of other establishments through formal conditioning of the approval. However, Commissioner Flowers-Taylor felt that to stipulate this in the motion would not be appropriate since they had not stipulated the same for other type establishments, and Attorney Cates agreed. No amendment was made to the motion and second.

*Motion failed by a vote of 2-3 with Chairman Freeman and Commissioners Goss and McDaniel voting in opposition.*

3. Consider approval of a new Alcohol License for 2006 – Consumption on Premises – Beer & Wine – for the following: Valerie D. Hurst & Victoria McDaniel, d/b/a V & V Bar-N-Grill, 1647 North Hill Street. These are new owners of a new business, also selling food and having pool tables, pinball, video games and television.

Both owners were present to answer questions and are aware of requirements.

*Commissioner Davis moved to approve a new Alcohol License for 2006 – Consumption on Premises – Beer & Wine – for the following: Valerie D. Hurst & Victoria McDaniel, d/b/a V & V Bar-N-Grill, 1647 North Hill Street, seconded by Commissioner Flowers-Taylor. Motion carried by a vote of 3-2 with Chairman Freeman and Commissioner McDaniel opposing.*

4. Consider approval of final plat for La Paradis Subdivision located off Ellis Road and SR 16 West.

The applicants were present and questioned the fire hydrant requirement. The rationale behind the requirement to add two more hydrants (one every 500 feet) was explained. The hydrants must be installed before selling tracts. On Highway 16 they are requesting a driveway easement. The Department of Transportation doesn't want many curb cuts on Highway 16, but rather one large driveway with smaller driveways directed away for individual tracts. It was noted the driveway won't be right on the curve but below it instead. Tracts 5, 4, 3, 2 and 1 front on Ellis Road, and the other four front on Highway 16. Chairman Freeman felt there could be an alternative to this method of achieving driveways since Highway 16 was a state road with heavy traffic patterns. Perhaps they could come off Ellis Road and access other tracts with a long driveway easement. The owners agreed to do what might be necessary to obtain approval, and it was pointed out this would be expensive.

*Commissioner McDaniel moved to approve the final plat for La Paradis Subdivision located off Ellis Road and SR 16 West as presented, seconded by Commissioner Davis. Motion carried by a vote of 3-2 with Chairman Freeman and Commissioner Goss opposing.*

5. Commissioner Flowers-Taylor would like to discuss the proposed spay/neuter differential licensing program.

Commissioner Flowers-Taylor asked Brent Foster, Director of Animal Control, to speak. He advised that in the past ten months about 3500 animals have been picked up. The adoption rate is

up since the inception of the website donated by Ms. Palmatier. The County had euthanized about 90% before and now that figure has dropped to perhaps 40-50%. He felt the website was largely responsible for the reduced number of euthanized, which takes place about twice a week now as opposed to daily before. Most being euthanized are unhealthy or injured. The website has increased traffic in general to the shelter for adoptions. If program is implemented as Ms. Palmatier suggests, he did not feel it would increase work for his staff to any great degree. They would only ask to see a spay/neuter tag if officers were responding to other complaints. The licensing procedure might increase if it was handled in house and not outsourced. SpaySpalding fund for indigents' assistance will be beneficial, as well. The County does require spay/neuter if adopting; for animals under six months of age, a couple of months is allowed, and for those over six months, the adoptee only has 30 days by state law. The Spay Georgia group works with local vets. Barbara Lowe, who rescues cats from the shelter, is sponsoring a reduced fee cat spay and neutering service in a portable van later this month. The cost will be \$35 and \$45 to feline males/females respectively. Picking up strays is not necessarily more common in City proximity areas than in unincorporated areas; the problem is really across the board. Most calls are from the northeast quadrant of the County.

Commissioner Davis wants to see a solution to the problem but he was not certain this program was the right vehicle. He felt there was a greater need presently for control.

Chairman Freeman agreed they probably should initially pursue restraint districts and go from there for such a program as this. The price will be problematic for some.

Commissioner Flowers-Taylor said the \$65 fee was not definitive and could be adjusted. She asked and was informed that neutering does prevent hunting dogs from hunting well. No direction has been provided to date, so she wanted to flesh out the concept further and explore options. Earlier a resident said they did not think citizens should be taxed for having a pet, and she did not view this program as creating a tax. She has two cats and a dog; all are spayed or neutered but others don't adhere to the same sense of responsibility. She noted this program may not be perfect but it addresses a serious problem. It is currently costing taxpayer dollars to house and euthanize animals anyway. This issue will become even more important over the next 2-3 years with unprecedented growth. The Board needs to provide some direction to Mr. Fortune for developing an ordinance, if that is the desire. She agreed the County needs to update animal restraint districts, perhaps along urban proximity areas, but she noted that is an entirely different topic. Ordinances work sometimes and sometimes they don't, and she would like to see more discourse on subject.

Commissioner McDaniel said he thinks expansion of an animal restraint ordinance with logical boundaries is desirable, but he was not sure it makes sense to say they have to be spayed/neutered when we fail to require that they be restrained. He would like to start with addressing animal restraint and see how the remainder develops after that. He agreed that people who disregard rules will do so, regardless of what the rules are. He was in favor of putting in place first a restraint ordinance and then implementing a spay/neuter program. He stated he will have animal restraint recommendations for his district at the next meeting.

Mr. Wilson noted these were due by October 31 in order to have a new map back at the second meeting in November.

Commissioner Goss said he felt most favored restraint over spay/neuter control. He commended Mr. Foster for good job at Animal Control. He felt Commissioner was correct to look at closely populated areas such as urban proximity for initial implementation. East Griffin, in his opinion, is one of first places that could benefit.

Kelly Palmatier

Ms. Palmatier thanked the Board and all participants who spoke, noting it was important to work together. Packets with information and feedback, as well as a petition with over 1000 signatures, were provided to commissioners. Restraint certainly has some advantages but some concerns, also. Fees are a source of concern; her original research in Buncombe County, NC revealed a fee of \$100 and that program showed tremendous improvement in the first year alone. However, a very active, low-cost spay/neuter program helped their success rate. So, she changed to a lower fee and developed the Spay Spalding fund. For every \$1 spent on spay/neuter procedures, an \$18.72 return on investment results in 10 years. She noted that no one wanted to step on the rights of others, and enforcement would be done along with related violations only. Currently \$250,000 is spent on killing healthy, adoptable animals, and this unfortunate circumstance, said Ms. Palmatier, is just not right. To include restraint would be great, and to lower the fee would be fine. Education would be a definite plus, as would be grant monies. Many approaches can be utilized, but they need to work in concert and do it in a timely fashion without waiting for another year to pass before something is done.

6. Consider State/Juvenile Court Indigent Contract for 2007 from Sullivan & Ogletree, PC.

Attorneys Sam Sullivan and Michelle Ogletree were present to answer questions, noting they had served in this capacity since 2000. They are interested in continuing the relationship and proposed the contract before this Board for calendar year 2007. State Court numbers have remained the same over the past three years, but for juvenile court the numbers have increased significantly and it was impossible to keep the contract amount the same, so a slight increase is proposed in this area. There are more juvenile cases from a guardian ad litem and deprivation standpoint, and when they began to separate the areas three years ago, there was only one juvenile court judge whereas they now have three. This creates more court days, more court time and greater manpower required to handle the caseload.

Mr. Wilson cited letters from State Court Judge Sid Esary and Juvenile Court Judge Tary Schell supporting this contract.

Commissioner Flowers-Taylor asked about the Public Defenders' offer for services, which was \$300,000 for both courts with no separation defined. Sullivan & Ogletree's proposal is \$356,000 and judges are pleased with services to date.

Commissioner McDaniel said even though Sullivan & Ogletree's proposal was for slightly more money, this arrangement has worked well and seems satisfactory with judges. He noted that in January 2005 a request for additional funding came right after indigent defense being awarded to the Public Defender, and they won't have that situation with Sullivan.

STATE OF GEORGIA  
COUNTY OF SPALDING

CONTRACT FOR THE PROVISION OF INDIGENT DEFENSE  
FOR THE STATE COURT OF SPALDING COUNTY AND  
JUVENILE DEPRIVATION ACTIONS IN THE JUVENILE COURT  
OF SPALDING COUNTY FOR CALENDAR YEAR 2007

THIS AGREEMENT is entered into between Spalding County, Georgia, (hereinafter referred to as "the County"), and the law firm of SULLIVAN & OGLETREE, PC, (hereinafter referred to as the "Contractor").

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

PART I. GENERAL CONSIDERATIONS

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

TERMINATION FOR "GOOD CAUSE"

This contract is awarded based upon a one (1) year term beginning January 1, 2007 and ending December 31, 2007. Removal of the Contractor and termination of this contract shall be for "good cause" only. Good cause is defined as 1) failure by the Contractor to comply with the terms of the contract to an extent that the delivery of services to clients by the Contractor is impaired or rendered impossible; 2) Willful disregard by the Contractor of the rights and best interest of the clients under this contract to an extent which leaves the clients impaired. The individual actions of the Contractor or any one attorney taken in connection with one case alone, shall not necessarily constitute "good cause" for removal.

MAXIMUM ALLOWABLE CASELOADS FOR

PART-TIME CONTRACT ATTORNEYS

Each contract attorney shall not exceed 250 cases in State Court and 50 cases each in Juvenile Deprivation matters.

RIGHT TO DECLINE REPRESENTATION

Contractor may decline to represent clients at no penalty in the event that during the contract:

- (A) the caseload assigned to the Contractor exceeds the allowable caseloads specified; or
- (B) the Contractor is assigned more cases requiring an extraordinary amount of time and preparation than the Contractor can competently handle even with payment of extraordinary compensation; or

(C) the cases assigned to the Contractor exceed any number that the contract specified or that the Contractor and Contracting Authority reasonably anticipated at the time the contract was concluded.

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

(A) expenses of investigations, expert witnesses, transcripts, other necessary services for the defense shall not decrease the Contractor's income and shall be borne by the County;

(B) Contractor shall not waive the rights of any client for reasons unrelated to the client's best interest; and

(C) Contractor shall not be financially penalized for withdrawing from a case which poses a conflict of interest to the attorney. However, prior to representation of a client, Contractor shall identify whether a conflict of interest is present and if so, shall make provisions for representation which shall cure the conflict, and shall be in the best interest of the client.

#### SERVICES TO BE PROVIDED

In providing services under the contract, if a criminal defendant is deemed indigent as defined by Georgia law because of his/her financial condition, then legal services will be provided under this contract. In determining indigent status, the administrative secretary responsible for all indigent applications will conduct a background check on all applicants to confirm and verify the accuracy and truthfulness of the information provided. Thereafter, using State of Georgia Indigent Guidelines, a determination will be made by the Law Firm of whether the applicant qualifies for indigent representation. Within 48 hours after applying, the person will be notified of his/her status, i.e. whether he/she qualifies or not. If the indigent qualifies, he/she will immediately be informed of the need to schedule an appointment to discuss his/her case with the attorney handling his/her case. If the applicant does not qualify, the Law Firm will assist the person in locating "hired counsel" by supplying the names, address, and telephone number of all Griffin attorneys who presently practice criminal law.

As to those cases which are unable to post bond, a representative of the law firm will conference with the person at the jail regarding their pending charges within 72 hours after qualifying for indigent representation.

#### PART II. REMUNERATION AND OTHER REMAINING CONTRACT TERMS DEPRIVATION ACTIONS IN THE JUVENILE COURT OF SPALDING COUNTY, GEORGIA

Contractor shall provide for indigent defense in regards to deprivation actions pending in the Juvenile Court of Spalding County. A Deprivation Action is defined as any action wherein the State of Georgia, through the Department of Family and Children Services, brings legal action in Juvenile Court by the filing of a deprivation action alleging the deprivation of children. Services shall not include: 1) private deprivation actions brought by individuals; 2) representation of any individual not the parent or legal guardian of the subject child ("parent" shall be defined as an individual who has legitimated the subject child or is named as a parent upon the child's birth certificate); and

3) Any action filed in Juvenile Court not involving deprivation.

Contractor shall receive as remuneration for services rendered the amount of \$110,000.00 for calendar year 2007. Services shall provide for both indigent defense of parents as well as supplying of Guardian Ad Litem services in deprivation matters.

#### GUARDIAN AD LITEM SERVICES FOR CERTAIN JUVENILE DELINQUENCY ACTIONS

In certain juvenile delinquency actions, there could arise the need for the Court to appoint a Guardian Ad Litem for the juvenile pursuant to O.C.G.A. §15-11-150. Attorneys will provide services under this provision and shall receive remuneration in the amount of \$12,000.00 for calendar year 2007. This provision is not to be interpreted as providing a Guardian Ad Litem in each and every juvenile delinquency action, but only those select cases where the court feels that it would be in the best interest of the child for a Guardian Ad Litem to be appointed.

#### INDIGENT DEFENSE FOR THE STATE COURT OF SPALDING COUNTY, GEORGIA

Contractor shall provide for indigent defense in regards to misdemeanor criminal actions in the State Court of Spalding County, with the exception of violations of the Spalding County Code of Ordinances. This contract does not include the representation of individuals charged with misdemeanor violation of probation. In addition, for those cases which charge a person with both a felony as well as a misdemeanor, the Circuit Public Defenders Office shall retain full responsibility of representation over such case and the Contractor shall not be responsible for the representation of the individual on the misdemeanor charge/s.

Contractor shall receive as remuneration for services rendered the amount of \$246,000.00 for calendar year 2007.

#### APPLICATIONS FOR STATE COURT

AND JUVENILE DEPRIVATIONS

It shall be the responsibility of the Contractor to review all submitted applications for State Court misdemeanors as well as Juvenile Court Deprivation matters. All applications will be completed and accepted at the Contractor's place of business located at 743 South Hill Street, Griffin, Georgia. The applications reviewed will be investigated by the Contractor and a decision by the designated agent for the Contractor will be made regarding whether that person qualifies as "indigent" pursuant to the appropriate State Guidelines. The Contractor will then notify the applicant of whether their application was "approved" or "denied".

HOW PAYMENT OF COMPENSATION SHALL BE MADE

The County agrees to pay to the Contractor for rendering the services described herein for calendar year 2007 in twelve (12) equal monthly installments. Payment by the County shall be in advance provided the invoice from the Contractor be received by the County no later than the twenty fifth (25<sup>th</sup>) of the month previous to the month to be paid and, if received by that date, the County shall pay same by the fifth (5<sup>th</sup>) day of the current month. That is to say, as an example, an invoice for the month of January must be received by the County no later than December 25<sup>th</sup> and it will be paid by the County no later than January 5<sup>th</sup>.

The County shall have the option of the Contractor billing separately for each individual court, (i.e. State Court and Juvenile Court), or having one (1) monthly invoice submitted which shall include all work. The County agrees to notify the Contractor of its decision regarding same on or before December 1, 2005. Absent notification, Contractor will submit one (1) invoice containing that monthly prorated amount for both Courts on or before December 25, 2006.

INDEPENDENT CONTRACTOR

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

INSURANCE

Contractor agrees to provide its own professional liability insurance (malpractice insurance) with an insurance company licensed to do business in the State of Georgia. Said policy shall provide a minimum liability coverage of \$1,000,000.00 per claim.

SEVERABILITY

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal, by their duly authorized officers this 23<sup>rd</sup> day of October, 2006.

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*Commissioner Davis moved to approve the State/Juvenile Court Indigent Contract for 2007 from Sullivan & Ogletree, PC, as presented, seconded by Commissioner Flowers-Taylor. Motion carried by a vote of 4-1 with Commissioner Flowers-Taylor opposing.*

- 7. Consider approval of Section 5311 Public Transportation Service Agreement with the McIntosh Trail Regional Development Center.

Mr. Wilson noted this \$14,136 was initially for an 18-month period since the State is changing their budget process; subsequent budgets will be for 12-month periods.

SECTION 5311 PUBLIC TRANSPORTATION  
SERVICE AGREEMENT FOR OPERATION OF  
MCINTOSH TRAIL REGIONAL TRANSIT SYSTEM  
BETWEEN THE  
BOARD OF COMMISSIONERS OF SPALDING COUNTY  
AND MCINTOSH TRAIL REGIONAL DEVELOPMENT CENTER

PREAMBLE

This Agreement is made and entered into this 1st day of January, 2007 by and between the Board of Commissioners of SPALDING County hereinafter referred to collectively as the "COUNTY"; and MCINTOSH TRAIL REGIONAL DEVELOPMENT CENTER, hereinafter referred to as

“MTRDC”; and shall terminate on the 30th day of June, 2008 unless terminated earlier under other provisions of this agreement.

WHEREAS, the Georgia Department of Transportation (GDOT) in cooperation with the McIntosh Trail Regional Development Center has agreed to participate in the formation of a Regional 5311 Public Transportation System; and

WHEREAS, SPALDING County has agreed to participate in this regional transportation system administered by the McIntosh Trail Regional Development Center; and

NOW, THEREFORE, the parties agree as follows:

ARTICLE I  
TERM OF AGREEMENT  
TERMINATION PROVISIONS AND ATTACHED DOCUMENTS

1. Engagement: The MTRDC is retained and engaged by the counties for the purpose of operating a 49 U.S.C. 5311 public transportation program.
2. Term of Agreement: The term of Agreement shall be from January 1, 2007 through June 30, 2008.
3. Termination of Agreement: The COUNTY or MTRDC reserves the right to terminate this Agreement for just cause upon 60 (sixty) days written notice to the other party.

ARTICLE II  
SCOPE OF WORK  
COUNTY RESPONSIBILITIES

1. The COUNTY will appropriate funds to operate the Section 5311 Rural Public Transportation Program for the stated contract year.
2. The COUNTY shall procure a Commercial General Liability Insurance Policy for all DOT assigned vehicles including personal and advertising liability (or Comprehensive General Liability Policy with endorsement to insure contractual liability, broad from property damage, personal injury, personal and advertising liability), and other insurance policies.

MTRDC RESPONSIBILITIES

1. The MTRDC will manage the day-to-day operation of the Regional 5311 Public Transportation program. The MTRDC will retain and monitor a third party operator for compliance with local, state, and federal regulations.
2. The MTRDC will manage the financial reporting and statistical analysis for the program, and request the appropriated funds from each participating COUNTY no more than monthly and no less than once a year.

ADDITIONAL RESPONSIBILITIES

1. The MTRDC and the third party operator shall defend all lawsuits, not related to insurance claims, brought upon the FTA Section 5311 regional public transportation program (commonly known as the McIntosh Trail Regional Transit System), or any claim related to the aforementioned public transportation program. The MTRDC agrees to pay in full all costs and expenses incidental thereto; however, a COUNTY may have the right, at its own expense, to participate in the defense of any suit, without relieving MTRDC of any obligation.
2. All wages, salaries, fringe benefits, other employee costs, services, fuels, lubricants, parts, materials, taxes and the expenses required for the performance of this contract shall be supplied and paid for by the third party operator retained by the MTRDC. Payment from the COUNTY to the MTRDC for all expenses incurred in fulfilling the intent of this contract shall be the fund amount listed in Article IV.
3. MTRDC shall operate the FTA Section 5311 Regional Public Transportation program services in accordance with the guidelines and policies set by GDOT. MTRDC further agrees to maintain appropriate books, records, documents, papers, and other evidence pertaining to public transportation operations for the period of this Agreement and for three years beyond the period of this Agreement and to make such materials available for inspection, upon request by the Authorized Representative or his designee, any COUNTY, and the GDOT or their representatives.

4. Service expansions or improvements may be recommended by MTRDC to the participating COUNTY. It is agreed that the MTRDC must have approval and additional funds (if applicable) from the COUNTY before implementation of expansions or improvements.

ARTICLE III  
SCOPE OF SERVICES  
SERVICES TO BE OFFERED

Services to be offered under this Agreement will be based on response to specific requests (hereinafter "demand response transportation"), within the following parameters:

1. This service (demand response transportation) will be offered only under the terms of this agreement.
2. Demand response service constitutes service with at least 24-hour advance notice. Any advance notice less than 24-hours should be worked into the regular schedule when feasible. Demand response service is either subscription service (prearranged to meet the repetitive travel needs of riders) or random service (scheduled sporadically by riders).
3. Service is available to passengers a minimum of 8 (eight) hours a day, Monday through Friday excluding holidays.
4. Passenger constitutes any resident of Butts, Lamar, Pike, Spalding, and Upson COUNTIES, and a passenger trip constitutes transporting one passenger one-way between two locations.

REVENUE AND EXPENSE REPORTING AND INVOICING

Fare Box Revenue: There is a fare box structure established for the transit system. The fare amount is \$2.00 - \$2.50 per one-way passenger trip. The fare structure shall remain in force until the MTRDC has sufficient data to justify a change.

ACCIDENT REPORTING

A written report must be filed with the McIntosh Trail RDC by the TPO within 24 hours after an accident. This accident report shall describe the nature of the accident, the findings as to cause, personal injury sustained, property damage and information, and if a drug and alcohol test was administered. The MTRDC will notify the COUNTY so that an insurance claim can be prepared, and an accident report will be forwarded to the COUNTY once it is received.

FEDERAL COMPLIANCE

The COUNTY and MTRDC must agree as a condition of participating in the Section 5311 Rural Transportation Program, that:

1. No persons shall on the grounds of race, color, religion, creed, national origin, sex, age, or handicap be excluded from participation in, or denied the benefits of, or be subject to discrimination under any project, program, or activity for which this recipient receives federal financial assistance from the Federal Transit Act;
2. MTRDC or its third party operator shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, and shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin;
3. MTRDC or its third party operator will conduct any program or operate any facility that receives or benefits from federal financial assistance administered by the Department of Transportation in compliance with all requirements imposed by or pursuant to 49 CFR, Part 27, Non-discrimination on the Basis of Handicap in Federally Assisted Programs and Activities received or benefiting from Federal Financial Assistance.

ARTICLE IV  
COMPENSATION

The COUNTY's maximum obligation to the MTRDC shall not exceed \$14,136 (Fourteen thousand one hundred thirty six dollars) for services rendered between January 1, 2007 and June 30, 2008. This maximum amount will be requested no more than monthly and no less than once a year, and

the amount requested can be less than the maximum amount if the transit system exceeds its yearly ridership goals.

On behalf of the Board of Commissioners  
Of SPALDING County

#### TERMS OF USAGE

An Attachment to the Third Party Operator Agreement Between  
The Boards of Commissioners of SPALDING County  
And  
McIntosh Trail Regional Development Center

WHEREAS, the Boards of Commissioners for the aforementioned COUNTY have indicated a desire to contract with MCINTOSH TRAIL REGIONAL DEVELOPMENT CENTER to provide public transportation services within their county area, located in the McIntosh Trail region; and

WHEREAS, the aforementioned COUNTY has supplied at least one vehicle for operation of a public transportation system in the McIntosh Trail region.

THEREFORE, the parties agree to the following, as an Attachment to their Third Party Operator agreement as referenced above:

1. MCINTOSH TRAIL REGIONAL DEVELOPMENT CENTER will have the right to operate and manage vehicles placed by the above named COUNTY into the McIntosh Trail Regional Transit System, an FTA Section 5311 program.
2. MCINTOSH TRAIL REGIONAL DEVELOPMENT CENTER will follow all state and federal laws regarding the safe operation of any vehicle placed in the McIntosh Trail Regional Transit System.
3. MCINTOSH TRAIL REGIONAL DEVELOPMENT CENTER recognizes that program vehicles are the property of the respective COUNTY, and will treat said property with proper care and attention. Nothing in the "Terms of Usage" shall constrain the COUNTY from its rights of ownership and supervision over respective program vehicles.
4. MCINTOSH TRAIL REGIONAL DEVELOPMENT CENTER acknowledges the following: Should the COUNTY withdraw from the main Third Party Operator agreement, program vehicle(s) must be returned to the county.

This "Terms of Usage" agreement is effective only upon execution of the main agreement between the COUNTIES and MCINTOSH TRAIL REGIONAL DEVELOPMENT CENTER. Termination of the main agreement automatically eliminates any claim the MTRDC may have pertaining to rights of operation for said program vehicles.

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*Commissioner Davis moved to approve the Section 5311 Public Transportation Service Agreement with McIntosh Trail RDC, seconded by Commissioner McDaniel. Motion carried by a vote of 5-0.*

8. Consider bids for the 2006 LARP Plant Mix Resurfacing Projects.

*Commissioner McDaniel moved to approve awarding the 2006 LARP Plant Mix Resurfacing Project to the low bidder, Hill Construction Company, for an amount not to exceed \$1,024,769.50, seconded by Commissioner Davis. Motion carried 5-0.*

9. Consider, on first reading, an Ordinance amending the FY 2007 Budget Ordinance to provide for the appropriation of funds for the roof at Solomon East Complex.

Mr. Wilson advised this would provide for funding a new roof. The County had budgeted for a portion of the roof in this current year's budget, but they have been advised the entire roof needs to be done at one time to prevent further damage to the interior of the building.

*Commissioner McDaniel moved to approve, on first reading, an Ordinance amending the FY 2007 Budget Ordinance to provide for the appropriation of funds for the roof at Solomon East Complex, seconded by Commissioner Davis. Motion carried 5-0.*

10. Consider authorizing Chairman to execute Subgrantee Approval for 2006 Victims of Crime Act Victim Assistance Grant.

Mr. Wilson noted this was the standard annual grant and matching funds are in the budget.

*Commissioner Davis moved to authorize Chairman to execute Subgrantee Approval for 2006 Victims of Crime Act Victim Assistance Grant, seconded by Commissioner McDaniel. Motion carried by a vote of 5-0.*

11. Consider amendment to Lease Agreement with Georgia Public Defenders Standards Council for additional office space.

Mr. Wilson stated the Georgia Public Defenders Standards Council was currently leasing office space upstairs in the Old Post Office Building, and they want additional space. The County has negotiated an increased rate in both rent and utilities and he recommended approval of the lease.



AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE  
GEORGIA PUBLIC DEFENDER STANDARDS COUNCIL  
AND SPALDING COUNTY BOARD OF COMMISSIONERS

This AMENDMENT to the agreement (herein referred to as “ the Lease”) between the Georgia Public Defender Standards Council (herein referred to as “Tenant”) and the Spalding County Board of Commissioners (herein referred to as “Landlord”), is entered into this 23<sup>rd</sup> day of October, 2006, between Tenant and Landlord and is effective on October 31, 2006.

WITNESSETH:

WHEREAS, the Landlord has leased and rented to the Tenant 141 West Solomon Street, Griffin, Georgia 30224; and

WHEREAS, the Landlord and Tenant are desirous of including additional office space to the lease; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, IT IS AGREED AS FOLLOWS:

1. Paragraph 3 of the Lease relating to the monthly rent is amended as follows:
3. RENTAL/FUNDING. During the initial term of this Lease Agreement LESSEE shall pay to LESSOR, as a monthly rental in advance on the first day of each month for that calendar month the sum of Eight Hundred (\$800) Dollars as rent for said Premises. LESSEE shall pay to LESSOR, as a monthly rental in advance on the first day of each month for that calendar month the sum of Eight Hundred (\$800) Dollars for any optional/renewal term exercised by LESSEE.

Notwithstanding any other provision of this Agreement, the parties hereto agree that the charges hereunder are payable by the Georgia Public Defender Standards Council solely from appropriations received by the General Assembly of the State of Georgia. In the event these appropriations are determined in the sole discretion of the Director of the Georgia Public Defender Standards Council to no longer exist or to be insufficient with respect to the charges payable hereunder, this Agreement shall terminate without further obligation of the Georgia Public Defender Standards Council as of that moment (hereinafter referred to as “Event”). In such Event, the Director of the Georgia Public Defender Standards Council shall certify to the LESSOR the occurrence of the Event and said certification shall be conclusive.

2. Paragraph 4 relating to utility service is amended as follows:
4. UTILITY SERVICE. LESSEE shall pay, per month, two hundred (\$200) dollars of all lawful charges for lights, water, heat and gas, power bills, and all other similar utility bills accruing from services delivered to the Premises during the term of this Lease.

Except as expressly amended or modified hereby, the terms and conditions of the Lease shall be and remain in full force and effect and are hereby ratified and confirmed by Landlord and Tenant.

The terms and conditions of this Amendment shall inure to the benefit of, and be binding upon, the successors, assigns and legal representative of the parties hereto.

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year first written above.

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*Commissioner McDaniel moved to approve the amendment to the Lease Agreement with Georgia Public Defenders Standards Council for additional office space, seconded by Commissioner Davis. Motion carried by a vote of 5-0.*

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*Before proceeding, Commissioner Goss moved to reconsider the Board's previous action for the new Alcohol License for 2006 – Consumption on Premises – Beer, Wine & Liquor – for the following: Curves, LLC d/b/a Pole Position, amended to d/b/a Curves, 2700 North Expressway. Commissioner Davis seconded the motion which carried by a vote of 3-2 with Chairman Freeman and Commissioner McDaniel opposing.*

Mr. Fortune said this placed the matter back before the commission in its original state.

*Commissioner Davis moved to approve the new Alcohol License for 2006 – Consumption on Premises – Beer, Wine & Liquor – for the following: Curves, LLC d/b/a Pole Position, amended to d/b/a Curves Bar and Grill, 2700 North Expressway, seconded by Commissioner Flowers-Taylor. Motion carried by a vote of 4-1 with Commissioner McDaniel opposing.*

## **XII. REPORT OF COUNTY MANAGER**

- A reception for Rayfield Wright will be held October 24, 2006 at 4:30 p.m. at City Park Gym. Chairman Freeman will present the proclamation that was read and approved tonight.
- City Manager Kenny Smith said a new City of Griffin garbage collection program in certain areas of unincorporated Spalding County will be available. A service delivery strategy agreement in 1999 allowed such collection on streets fronted in both City & County (one side of street in the City and one side in the County). An intergovernmental agreement will be drawn up that will allow this practice for future consideration by both boards. No specification was made regarding dumpsters. Participation in this program will be completely voluntary and contracted on an individual basis.
- The Federal Transit Administration has notified the County that estimated federal transit urbanized area funding is available through ARC over a five-year period for about \$1 million with a local match requirement of about \$250,000. Paul Van Haute, Assistant to the County Manager, will work with Anthony Dukes and Chairman Freeman to explore this funding. The County must notify ARC by December 1 if application is intended. Last year there was not an available match, so they could not apply for funding. Mr. Wilson stated the County does not have to have a qualified transportation plan to be eligible for funds. Spalding County currently has three 5311 buses through McIntosh Trail RDC.
- Regarding the full council meeting of Two Rivers R C & D meeting on October 27, Commissioner Flowers-Taylor cannot attend, but Mr. Wilson will attend as alternate.
- Mr. Wilson said he had sent out a memo regarding the contract selection procedure for the student learning center at UGA's Griffin Campus. After bids were sent out, he was invited to participate in final interviews for three candidates, and did so as a courtesy. A local firm (Manley, Spangler & Smith) was chosen as architectural firm for the project, and the ultimate decision was made by the Board of Regents. If there are no objections from commissioners, Mr. Wilson will forward the letter as drafted. Mr. Fortune said the process would be halted until the letter is executed. Commissioners concurred.
- Frank Harris contacted the County regarding access to his property surrounded by County property off North 9<sup>th</sup> Street. The County can provide access but would like to receive compensation for such an easement. Mr. Wilson will have Louis Greene meet with Mr. Harris and determine the best location for an easement. He will return with a recommendation for the Board.
- The County has been advised by RESA that the SeniorNet program will have to move. The County has been exchanging maintenance services for this program at the old Third Ward School building. Mr. Wilson has also contacted the City of Griffin Police Department for possible use and the Wachovia building recently acquired by the City, as well.
- The County will apply for reimbursement from the Hazardous Waste Trust Fund for Yamacraw Road Landfill expenditures. Mr. Van Haute is working on this, and there will be resolutions the Board will need to adopt. Spalding County is eligible to apply for reimbursement for the \$120,000+ that has been spent over the past few years.
- The ACCG 4<sup>th</sup> District Meeting will be held here at the UGA Griffin Campus Stuckey Auditorium on November 17, 2006.
- There will be a reduced fee spay/neuter program for cats at the Animal Shelter on October 30, from Noon until 5:30 p.m., and October 31, from 8 a.m. until 4:30 p.m.

### **XIII. REPORT OF COMMISSIONERS**

#### **-Goss**

He realized there was no ordinance against riding four-wheelers but wondered if there were any rules or regulations regarding the dust they create. The area around Dundee Lake Road has a real problem with people riding four-wheelers hour after hour, creating an inordinate amount of dust. The riders are on private property. Chairman Freeman said he had encountered the same problem on Rover-Zetella Road.

#### **-Flowers-Taylor**

She inquired about the status of the commissioner complaint form where she asked Mr. Wilson to look into the dog adoption from the County animal shelter where the animal was very sick with kennel cough. She said she understood it was an airborne disease that was not fatal, but the animal was very sick. Mr. Wilson said the County takes in all kinds of animals, and some are sick. They are not in the shelter for a long period of time, and there is not a sufficient quarantine area to segregate. Treatments for kennel cough are not usually administered, and generally it runs its course over a week to ten days. Typically the shelter doesn't treat animals and usually euthanize those animals that are seriously ill. County personnel clean the facility daily with bleach as veterinarians recommend. A release is signed by the person adopting the animal stipulating that the County doesn't warrant the animal.

Additionally, Commissioner Flowers-Taylor had asked Mr. Wilson about a complaint from a tenant leasing space at Griffin Flea Market, in the old Food Depot building owned by the County. Mr. Tardy said he had done a shakedown of inmate labor used and County personnel, as well, for items the tenant said were missing from their vendor space and that the damage to the clothing items could just be blown away or dusted off the fabric. She felt Mr. Tardy had not demonstrated a real consideration for the vendors' property and she wanted to do something definitive for the vendor to compensate. She wanted to fix the problem for the gentleman and his wife who had property damaged during repairs that were made to the air conditioning system in the building and had items that were missing from their display area after repairs. The entire air conditioning system, including air handling units, had been replaced and when the system was brought back up, dust and lint blew out onto the merchandise display, allegedly staining some fabric items. Display cases were knocked over, with some things missing (sunglasses, watches and gold grills). She said Mr. Wilson had pictures of the damage and the items, and she had pictures, as well. The vendors were asked to move their items during the repairs, which they did. Then, when they moved their merchandise back after being told the repairs were complete, the debris from the roof/ceiling repairs got onto the clothing.

Mr. Wilson said they had requested the vendors move all merchandise out of the way. As far as the missing items, Mr. Tardy had made an honest effort to locate the items but was unsuccessful in that endeavor. He stated he would look into whatever Commissioner Flowers-Taylor wanted to do to resolve the issue. The vendors have submitted a list of damaged and missing items, valued at approximately \$500 retail, and they have tried to clean a portion of the floor themselves. Mr. Tardy suggests the material can be blown off the fabric, but no one wants to buy dirty clothes.

The vendors, Mr. and Mrs. Scigliano of Griffin Urban Wear, have been closed down since the repairs because of the problems and loss. The space has been open since December 2005 and are one of the stronger vendors in the flea market. The gold grill teeth are valued at \$40 each. A fitted, suede cap, valued at \$25, was damaged with obvious fingerprints on it where it looked as though someone with soiled hands had moved a stack of caps. The repairs took three weeks, and they moved each weekend until the time they felt repairs were complete. The dust on the white clothing was like black soot and similar to asbestos. They felt there was a total disregard for their property. Contrary to what has been said, the dust can't be blown off and it's much like soot, but it stains. They currently pay \$300 a month for space, even though they haven't been able to do business for quite some time. They made a diligent effort previously to keep the items secure in the display case, but someone reached in and took the items. The showcase had been moved and they had to anchor it back. She welcomed any visit by County personnel. They are small business owners, both working people, who just want to reopen their business and don't feel it is fair they have lost merchandise and sales. Ms. Scigliano said they felt vandalized. Mr. Wilson confirmed for Chairman Freeman that he would be happy to work with the vendors and requested they leave contact numbers.

#### **- Davis**

Commissioner Davis said he had not wanted to make a district appointment to the Parks & Recreation Advisory Commission, but a prospective appointee had talked with David Phillips, the newly elected commissioner in Mr. Davis' district, who said he had no problem with the appointment. So, after conferring with Mr. Fortune, the appointment would be put on next agenda.

#### **- McDaniel**

No comments.

- **Freeman**

The Highway 92 Corridor Meeting had a good turnout with much positive input.

**XIV. CLOSED SESSION**

*Commissioner McDaniel moved to go into Closed Session at 8:45 p.m., seconded by Commissioner Davis, for purposes of discussing the acquisition of real estate. Motion carried by a 5-0 vote.*

*Commissioner McDaniel moved to adjourn Closed Session at 8:57 p.m. and reconvene to Open Session, seconded by Commissioner Goss, and motion carried by a 5-0 vote.*

**XIV. ADJOURNMENT**

*Commissioner McDaniel moved to adjourn at 8:58 p.m., seconded by Commissioner Goss, and motion carried by a 5-0 vote.*

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chairman

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