

EXTRAORDINARY SESSION

The Spalding County Board of Commissioners held their Regular Meeting in Room 108 in the Courthouse Annex, Monday, March 21, 2011, beginning at 6:03 p.m. with Commissioner Eddie Freeman presiding. Commissioners Raymond Ray, Bob Gilreath, Gwen Flowers-Taylor, and Chipper Gardner were also in attendance. Also present were Interim County Manager Tim Whalen, Deputy County Manager Virginia Beams, Attorney Stephanie Windham and Executive Secretary Glinda Robertson.

I. OPENING (CALL TO ORDER) – Chairman Eddie Freeman

II. INVOCATION – Led by Gwen Flowers-Taylor

III. PLEDGE TO FLAG – Tim Whalen

Motion/second by Flowers-Taylor/Gilreath to amend the agenda to add an item under new business concerning a decision on the senior center and the consultant's report and carried by a vote of 5-0.

Motion/second by Gardner/Flowers-Taylor to amend the agenda to move items concerning cell tower and county manager contract until after the closed session and carried by a vote of 5-0.

Motion/second by Gilreath/Flowers-Taylor to amend the agenda to add acquisition of real estate as an item under Closed Session and carried by a vote of 5-0.

IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION - None

V. PRESENTATION OF FINANCIAL STATEMENTS

- a. Consider approval of financial statements for the seven months ended January 31, 2011 and the eight months ended February 28, 2011.

Motion/second to approve by Flowers-Taylor/Ray and carried by a vote of 5-0.

VI. CITIZENS COMMENTS –

- a. Ms. Nicole Arnold from Gods Divine Favor, Inc. would like to address the commissioners regarding proposing an amendment to the current ordinance as it pertains to group homes/personal care homes.

Ms. Arnold is the Executive Director of Gods Divine Favor, Inc. She would like to be able to have a transitional home for abused women and children in Spalding County as there is a great need. Her research shows there are a lot of women that lose their children because they do not have a safe place to go. In 2009, Spalding County spent \$359,000 on foster care. In addition, in the year 2000 a census was taken that showed there are 92,000 grandparents in the State of Georgia that are taking care of their grandchildren. Currently, the county ordinance does not allow for this type of home. She would like to see the ordinance amended. Children currently in need of these services go to Fayette County.

Chuck Taylor with Community Development stated the ordinance for group housing is currently limited to the elderly, children and non-ambulatory adults. A new type of classification would have to be amended to group homes that would allow for battered women and children. The commissioners have asked Chuck Taylor to investigate this further and come back with more detail. It was suggested he check with Fayette County to see how many Spalding County people they service.

VII. PUBLIC COMMENT

Speakers must state their names and addresses and direct all comments to the Board only. Speakers will be allotted 5 minutes to speak on topics pertinent to the Board's jurisdiction. No speaker will be allowed to readdress the Board without express consent from a Board member. Outbursts from the audience will not be tolerated. Common courtesy and civility are expected at all times during the meeting.

Jan Stowell – 682 Chehaw Rd.

Ms. Stowell is upset that Atlanta Gas Light is planning to put a 16" transmission main in Spalding County through 4.81 miles of eastern Spalding County. It will begin at North McDonough Rd. and go through the eastern part of the county following the Georgia Power right-of-way. No one in Spalding County will benefit from this transmission main. It will affect 31 homeowners in the county. Her problem is they want to go through the middle of her swimming pool. They do not want to use the existing Georgia power easement that already takes up 50' of her yard. They want an additional 20' to the north of the existing easement. She is asking the commissioners to intercede when they try to take her land by eminent domain or withhold giving them permits until they agree to use existing easements. Atlanta Gas Light is saying they don't want to use the existing easement as it will cost them money. Ms. Stowell stated they have more money than she does. She has lived in the house for 40 years and the pool has been there for 25 years. Chuck Taylor is going to make contact with Atlanta Gas Light and have them brief the board on this issue.

Betty Gephart – 79 Richardson Rd.

Ms. Gephart is upset with neighbors and parking issues in her neighborhood. She asked for restraining orders against three neighbors. She stated Dee Stewart will no longer talk to her about this issue.

Mr. Gilreath advised Ms. Gephart there is nothing the board can do about this situation. This is the jurisdiction of the Sheriff's Department. He further stated that Dee Stewart is a constitutional officer and the board has no control over him. Commissioner Freeman stated the board will pass this information along to the sheriff.

Bart Miller – 3250 Williamson Rd.

Mr. Miller stated the taxpayers cannot afford to pay any more taxes. He is concerned with the senior center going from a 6,000 square foot area to a 34,000 square foot area. He asked what it will cost in the long run. He stated the larger facility will need more employees to run the building.

He also asked who is authorizing the use of the senior center bus. He believes it is being driven around unnecessarily and costing the taxpayers money.

Ms. Flowers-Taylor stated the bus has to take a trip weekly to keep it lubricated and in running order. Staff members have been driving the bus back and forth to Macon once a week to make sure it is running properly. This trip has been happening on an empty bus. Since it has to be driven anyway, it was suggested it be used as a day trip for the seniors. Ms. Taylor stated these drives have been recommended by Parks and Rec staff and Advisory Board.

Louis Greene stated it could cost more in repairs if the bus breaks down because it has not been kept lubricated by running it.

Leon Dickens – 180 Banks Rd.

Mr. Dickens is concerned with the new airport being proposed in his neighborhood. He does not want this and asked the board to consider allowing the citizens of Spalding County to vote on this. He believes there are more people that are against the airport being built on Banks Rd. He has been in this area for 30 years. He told the commissioners if this was in their neighborhood they would feel the same way he does. He does not want to leave his home. He also has concern for other neighbors in the area.

Mr. Gilreath stated he too has concerns for the people living in this area with regards to a new airport.

VIII. MINUTES

1. Consider approval of Minutes of the following: March 7, 2011, Regular Meeting and March 9, 2011 Special Called Meeting.

Motion/second by Gardner/Ray to approve and carried by all.

IX. CONSENT AGENDA – None

X. OLD BUSINESS

1. Consider accepting letter of resignation from the Hospital Authority regarding Dr. Enid Lofters-Jones.

Motion/second by Ray/Gardner to accept resignation and carried by all.

2. Consider approval of appointment of Wanda Ponsell to the Hospital Authority to fill the vacancy left by Dr. Enid Lofters-Jones. This term will end 12/31/13.

Motion/second by Ray/Freeman to appoint Ms. Ponsell. Motion failed by a 2-3 vote. Flowers-Taylor, Gardner and Gilreath opposed.

Ms. Taylor had two other names to consider; Mr. A.C. Holmes and Charles C. Releford, Jr. She believes either candidate will be an excellent choice.

Motion/second by Flowers-Taylor/Gilreath to appoint Charles C. Releford, Jr. and carried with a vote of 5-0.

3. Consideration of Written Order and Findings to support denial of Special Exception Application 10-10S/B. Frank Harris, Jr. Owner – T-Moble South, LLC, Agent. Newton Galloway to address.

This item was moved until after the Closed Session.

4. Consider approval of the 2011 CDBG Resolution for sewer improvements. Eddie Freeman to address.

Submitting an application for the CDBG was approved at a previous commissioner meeting. This is the resolution to approve the application. The county is applying for this grant for the Water Authority as the Authority cannot apply for it.

Motion/second by Gardner/Ray to approve and carried by a vote of 5-0.

XI. NEW BUSINESS

1. Consider approval of Resolution for the revised project application plan that includes \$5,012.61 in carryover funds that will be utilized to provide ongoing services to the Home Delivered Meals Program and After/Summer School Program. Aronda Smith will be present for questions.

Ms. Smith is a planner with Three Rivers Regional Commission. She presented an updated project application plan which will include carryover funds from the fiscal year 2010 budget. With the commissioners' approval, these monies will be moved over to this year's budget.

Motion/second by Ray/Flowers-Taylor to approve and carried by a vote of 5-0.

2. Consider acceptance of Right-of-Way Deed for Sandy Springs Drive, English Ivy Drive and Plumleaf Circle (Sun City Peachtree Subdivision – Pod 28A).

Chuck Taylor recommended approval with the condition that the bond documents are corrected from 12 months to 30 months.

Motion/second by Flowers-Taylor/Gardner to approve with corrections to bond documents and carried by a vote of 5-0.

3. Consider approval of final plat of Sun City Peachtree Subdivision – Pod 28A located off Jordan Hill Rd. – 62 lots.

Motion/second by Gardner/Flowers-Taylor to approve and carried by a vote of 5-0.

4. Discussion of looking into and searching for ways to lower the gasoline usage and prices paid.

Commissioner Gilreath would like for the board to appoint a committee to see if the county should change the way gas is currently purchased. He would like to see everyone in Spalding County that is a gasoline distributor allowed to bid on providing gasoline for the county.

Commissioners Taylor and Ray stated the county should look for ways to lower gasoline usage like others in the community have done. They suggested the department heads assist with looking for ways to do this.

It was agreed this will be looked at again when the new County Manager comes on board.

5. Discuss update on Ethics appointments to the Board by each commissioner.

At this point Commissioners Freeman, Gardner and Ray have provided all three names for their representatives on this board. Ms. Flowers-Taylor has provided two

names. Mr. Gilreath stated he is waiting on his three selections to get back with him and confirm they are willing to serve on this board.

6. Consider cancelling the March 24th Zoning meeting and moving the April 28th Zoning meeting to April 21st.

Motion/second by Ray/Gilreath to approve cancelling/moving the meetings and carried by a vote of 5-0.

7. Anthony Dukes and Eddie Freeman to discuss TIA HB277 Priority List that will be presented to GDOT on March 30th.

This is the Transportation Investment Act. The county is currently participating in regional roundtable meetings. Anthony Dukes has put together an unconstrained project list that will be submitted to GDOT. This is the county's wish list. Mr. Dukes provided the board with a combined list of city and county projects. The counties in our region are submitting their project wish lists, as well.

Motion/second by Ray/Flowers-Taylor to approve the project list and carried by a vote of 5-0.

8. Consider approval of employment contract for County Manager position.

This item was moved until after the closed session.

EMPLOYMENT AGREEMENT

COUNTY MANAGER/BOARD OF COMMISSIONERS

THIS AGREEMENT made and entered into this 21st day of March, 2011, by and between the Board of Commissioners of Spalding County, Georgia, hereinafter called "Employer", and William P. Wilson, Jr. hereinafter called "Employee", both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of said William P. Wilson, Jr. as County Manager of the County of Spalding County, Georgia, effective on March 28, 2011, as provided by the Official Code of Georgia and County Code; and

WHEREAS, it is the desire of Employer, to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of Employer to (1) secure and retain the services of Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, and (3) to provide a just means for terminating Employee's services for cause or at such time when Employer may otherwise desire to terminate his employ; and

WHEREAS, Employee desires to accept employment as County Manager of said Spalding County, Georgia.

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

Section 1. Duties.

Employer hereby agrees to employ said William P. Wilson, Jr. County Manager of said Employer to perform the functions and duties specified in such Code of Ordinances of Spalding County, Georgia, and to perform other legally permissible duties and functions as Employer from time to time may assign.

Section 2. Term.

A. This contract shall become effective on March 28, 2011. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4, Paragraphs A and B of this Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 4, Paragraph D of this Agreement.

C. Employee agrees to remain in the exclusive employ of Employer until December 31, 2011, and neither to accept other employment nor become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided.

The term "employed" shall not be construed to include occasional teaching, speaking, writing or consulting activities performed on the employee's time off.

In the event that no written notice is given by either party to this Agreement to the other party prior to September 30, 2011, then this Agreement shall be extended on the same terms and conditions as herein for an additional year beginning January 1, 2012 and continuing to December 31, 2012. Said Agreement shall continue to be renewed each year thereafter unless either party hereto gives written notice to the other by September 30th of any renewal year that the other party does not wish to extend this Agreement for an additional one-year term.

Section 3. Suspension.

Employer may suspend Employee with full pay and benefits at any time during the term of this Agreement upon the vote of a majority of Employer.

Section 4. Termination and Severance Pay.

A. In the event Employee is terminated by Employer before expiration of the aforesaid term of employment for reasons other than cause, then in that event, Employer shall pay Employee a lump sum cash payment equal to six months salary, six months retirement, six months automobile allowance, and six months for Employee's cost of COBRA continuation. Further, compensation shall be provided for Employee's accrued leave. Employer must give Employee a minimum of sixty (60) days notice of termination for other than cause. During said sixty (60) day period, Employer shall continue to pay employee full pay and benefits under this contract.
and

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee for other than cause in a greater percentage than an applicable across-the-board reduction for all employees of Employer, then, in that event, Employee, may, at his option, be deemed to be "terminated" other than for cause, at the date of such reduction within the meaning and context of the herein severance pay provision.

C. In the event Employee resigns upon a majority vote of the Employer, then in that event the Employee shall be deemed terminated, other than for cause.

D. In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer sixty days notice in advance, unless the parties otherwise agree. Employee's resignation shall not obligate Employer to provide any severance pay described in this section. However, Employer shall pay Employee for accrued leave.

E. In the event this agreement is not renewed as provided for in Section 2C, then in that event the Employee shall be deemed terminated, other than for cause.

Section 5. Salary.

Employer agrees to pay Employee for his services rendered pursuant to hereto an annual base salary of \$125,000.00 payable in installments at the same time as other employees of Employer are paid. In addition, Employer agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as Employer may determine that it is desirable to do so on the basis of an annual performance and salary review of said Employee in August of each year.

Section 6. Hours of Work.

Employee is an exempt employee who is expected to engage in those hours of work, which are necessary to fulfill the obligations of his position of employment. Employee does not have pre-established hours as he is expected to be available at all times.

Section 7. Outside Activities.

Employee shall not spend more than ten hours per week in teaching, counseling or other non-Employer connected business without the prior approval of Employer.

Section 8. Automobile Allowance.

Employee's duties require that he shall have the exclusive and unrestricted use at all times during his employment with Employer of an automobile. Employee shall provide his own automobile and maintain a current valid operator's license. Employer agrees to pay Employee an additional monthly salary in the amount of \$500.00. Employee is solely responsible for all costs and expenses for the purchase, repair, maintenance, operation, insurance, license, registration costs or other expenses associated with such automobile. Employee is solely liable for the payment of any fines or fees upon a conviction of a violation of any traffic law or traffic ordinance. Employer agrees to pay Employee the standard IRS mileage rate for travel outside the geographical boundaries of Spalding County.

Section 10. General Expenses.

Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee and hereby agrees to reimburse Employee upon presentation of receipt.

Section 11. Health Care Benefits & Insurance.

Employee shall be entitled to receive all Health Care, Life Insurance and Disability Insurance benefits offered to all other County employees at no cost to employee, with no lapse of coverage for involuntary separation for a period of six months following the involuntary termination date.

Section 12. Retirement.

Employee shall not be subject to the general policies of the County regarding retirement as the same exists or may hereafter be amended due to the unique nature of his employment and profession. In lieu thereof, Employer shall contribute an amount equal to 15% of employee's annual salary into an individualized retirement account on a monthly basis. Said distribution may be invested by employee at his sole discretion. However, payment by the County will be in accordance with the rules and regulations governing the payment of same promulgated by the Internal Revenue Service of the United States of America, and employee shall be responsible for any and all income tax liability, both federal or state, in respect to same.

Section 13. Dues and Subscriptions.

Employer agrees to budget and pay for the reasonable professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of Employer. Organizations shall include but are not limited to; short courses, institutes and seminars that are necessary for his professional development and for the good of Employer, International City-County Management Association, Georgia City County Management Association, Government Finance Officers Association, Georgia Government Finance Officers Association.

Section 14. Professional Development.

A. Employer hereby agrees to budget and pay for the reasonable travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to the Annual Conference of the International City/County Management Association, ACCG, NACO and such other national, regional, state and local government groups and committees thereof, which Employee serves as a member. Said expenses shall be subject to budget limitations and County travel policies.

Section 15. Bonding.

Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 16. Indemnification.

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability, claim or demand or other legal action, arising out of an alleged act or omission occurring in the performance of Employee's duties as County Manager except for those instances where the act or omission of Employee rises to the level of gross negligence, reckless conduct or intentional acts. Employer will litigate, compromise and/or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 17. Other Terms and Conditions of Employment.

A. Employer, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, County Ordinances or any other law or policy.

B. Upon commencing employment the Employee shall be credited with eight (8) weeks leave. For purposes of accounting a week shall consist of seven calendar days. Employee is eligible to carry over a maximum of 2 weeks leave from calendar year to calendar year.

C. Employee shall be deemed reinstated and shall be credited with previous service. Employee's original date of hire (9/16/85) shall be used to calculate service awards.

D. If Employer acts to amend any provisions of the local legislation pertaining to the roles, powers, duties, authority or responsibilities of the Employee's position that substantially changes the form of government, such amendments shall constitute termination.

Section 18. Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- | | |
|---------------|---|
| (1) Employer: | Chairman Spalding County Board Commissioners
119 East Solomon Street
County Annex
Griffin, Georgia 30223 |
| (2) Employee: | William P. Wilson, Jr.
124 Four Oaks Drive
Griffin, Georgia 30224 |

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 19. General provisions.

A. The text herein shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed and executed in its behalf by its Chairman and duly attested by its Ex Officio Clerk, and Employee has signed and executed this Agreement, both in duplicate, the date and year first above written.

BOARD OF COMMISSIONERS OF
SPALDING COUNTY

By: _____
Eddie L. Freeman Chairman

ATTEST:

COUNTY CLERK

Approved as to form:

James R. Fortune, Jr.
County Attorney
Spalding County

William P. Wilson, Jr., Employee

9. Discuss making a site selection for the senior center.

Ms. Flowers-Taylor is concerned the commissioners have not yet met to discuss this item. Mr. Whalen explained that the ACCG holds the title to the Cook's Shopping Center and the original bond documents state the Cook Center was to be used for county administrative offices only. This can be changed by the new Board of Commissioners and the existing loan would have to be paid off. There are a couple of things the board would like for Brian Upson to revisit.

Ms. Taylor would like to see the commissioners have a workshop on this topic.

Motion/second by Ray/Flowers-Taylor to ask Brian Upson for additional information to bring back to the board on April 4th. The commissioners will plan to vote on the site selection at the next commissioner meeting, which will be April 18th.

XII. REPORT OF COUNTY MANAGER

There will be a mobile low cost spay/neuter clinic for cats/kittens on March 30th in the parking lot at the Griffin Skate Inn. There will also be a special appointment day on April 5th for residents of Spalding County only.

There will be an ice cream social at the annex on March 31st at 6:00 p.m. hosted by Parks and Rec to celebrate the 10 & under girls' basketball team winning the GRPA State Championship.

There will be a joint meeting between the city and county commissioners on April 7th at 6:00 p.m. at city hall to discuss the airport and Hwy. 155 relocation.

The budget meetings are currently taking place. The commissioners are welcome to attend.

Mr. Whalen thanked the commissioners for the opportunity to serve as Interim County Manger. Commissioner Freeman thanked Mr. Whalen for his service.

XIII. REPORT OF COMMISSIONERS

Chipper Gardner

Thanked Tim Whalen for the time he served as Interim County Manager and reminded everyone of the county's blood drive on March 29th at the Welcome Center.

Bob Gilreath

Thanked the animal shelter for the work they do. He stated they have just retiled the floor and expect to open April 6th. He also commented that Spalding County has a very high unemployment rate at 14%. He also asked that the two new commissioners have their pictures placed on the county website in place of the two past commissioners.

Raymond Ray

Mr. Ray asked everyone to stand and thank Mr. Whalen for his service to the county as Interim County Manager.

Eddie Freeman

Mr. Freeman stated there will be an upcoming presentation at the April 18th commissioner meeting of a proposed toll road to run from Bartow County to the lower end of Spalding County. This will connect to I-75 and give people a route to bypass Atlanta traffic. There are five or six counties that are involved with this. They will all have to set-up a toll road authority.

Jake Garner has reported to Mr. Freeman that someone knocked down three of the four stop signs at the new four way stop on County Line Rd. He would like to ask the Sheriff's Department to provide additional patrols in the area.

XIV. CLOSED SESSION – Pending Litigation, Personnel and Acquisition of Real Estate

Motion/second by Gardner/Ray to go into closed session at 7:45 p.m. and carried by a vote of 5-0.

CLOSED MEETING AFFIDAVIT

[A copy of the affidavit must be filed with the minutes of the meeting]

STATE OF GEORGIA
COUNTY OF SPALDING

AFFIDAVIT OF CHAIRMAN

Members of the Spalding County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of his/her knowledge and belief:

1.

The Spalding County Board of Commissioners met in a duly advertised meeting on March 21, 2011.

2.

During such meeting, the Board voted to go into closed session.

3.

The executive session was called to order at p .m.

4.

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

Yes Consultation with the county attorney, or other legal counsel, to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1);

No Discussion of tax matters made confidential by state law as provided by O.C.G.A. § 50-14-2(2) and _____(insert the citation to the legal authority making the tax matter confidential);

No Discussion of the future acquisition of real estate as provided by O.C.G.A. § 50-14-3(4);

Yes Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. § 50-14-3(6);

No Other (describe the exemption to the open meetings law):
_____ as provided in _____(insert the citation to the legal authority exempting the topic).

This the 21st day of March 2011.

Spalding County Board of Commissioners

Sworn to and subscribed

Before me this 21st day of March 2011.

Chipper Gardner

Glinda P. Robertson
Notary Public

Raymond Ray

Eddie Freeman

Bob Gilreath

My commission expires:

Gwen Flowers-Taylor

Feb 23, 2014

Motion/second by Flowers-Taylor/Ray to come out of closed session at 9:23 p.m. and carried by a vote of 5-0.

Motion/second by Flowers-Taylor/Gardner to approve Written Order and Findings to support denial of Special Exception Application 10-10S/B. Frank Harris, Jr. Owner – T-Moble South, LLC, Agent and carried by a vote of 5-0.

Motion/second by Flowers-Taylor/Gardner to approve contract agreement of employment for County Manager position to be filled by William Wilson effective March 28, 2011 and carried by a vote of 5-0.

XV. ADJOURNMENT

Motion/second to adjourn at 9:25 p.m. by Flowers-Taylor/Freeman and carried by a vote of 5-0.

Chairman

Interim County Manager

.....