

## **EXTRAORDINARY SESSION**

The Spalding County Board of Commissioners held their Extraordinary Session in Room 108 in the Courthouse Annex, Monday, April 18, 2011, beginning at 6:01 p.m. with Commissioner Eddie Freeman presiding. Commissioners Raymond Ray, Bob Gilreath, Gwen Flowers-Taylor, and Chipper Gardner were in attendance. Also present were County Manager William P. Wilson, Jr., Deputy County Manager Virginia Beams, Attorney Jim Fortune and Executive Secretary Glinda Robertson.

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

**II. INVOCATION – Chipper Gardner**

**III. PLEDGE TO FLAG – Raymond Ray**

**IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION**

- a. Present “Bain Proctor Award for Volunteerism.”

*Mr. Ronnie Perdue has been selected as the recipient of this year’s award.*

- b. Consider approval of a Proclamation declaring April 2011 as Confederate History Month in Spalding County. Mr. Kelly Barrow to accept the proclamation.

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

- c. David Austin, Paulding County Commission Chairman, to address the board regarding a western commercial connector corridor and creation of a Joint Development Authority for the purpose of providing for the construction and operation of a limited access road or highway.

Mr. Austin stated that as the Savannah port deepens and the Panama Canal is widened, the State of Georgia will receive five to ten times the amount of truck traffic coming through Atlanta. Most of these vehicles are not destined for Atlanta. Paulding County saw a need to develop the western commercial corridor. This will all be done with private money and will be a toll road. This road will begin at Red Top Mountain at the interchange. It will include the following counties: Bartow, Paulding, Carroll, Coweta, Spalding and Lamar. It will also include the City of Cartersville and the City of Villa Rica. The Paulding County Commissioners have already passed the resolution for the creation of a Joint Development Authority to build this road.

Mr. Austin introduced Blake Swafford, the Executive Director of the Paulding County Industrial Building Authority. Mr. Swafford has worked with Croy Engineering to come up with a design for this road. There was a map provided to the board showing where the proposed road will run. The commissioners have the ability to make the final decision on where the road runs through the county. Mr. Swafford believes that regional alliances are the wave of the future.

Mr. Swafford stated the National Highway Administration has said that I-285 is the 6<sup>th</sup> most congested road in the entire country. Atlanta is the largest location in the eastern United States for the movement of freight and cargo. The number of trucks coming through Georgia is going to double within the next nine years. This is good for commerce but is a huge problem for the existing interstate system.

The Kia Plant and Ft. Benning are both expanding. The transportation infrastructure needs to be addressed and the state is not doing this. This route has been cleared through preliminary engineering. GIS data has been taken from all counties involved. This road will be approximately 113 miles in length with an estimated cost of \$2 billion dollars. The current implementation schedule has the road open to traffic in 2019.

- d. Kira Harris-Braggs and Daa’ood Amin to present an update on the Park at Sixth.

Ms. Harris-Braggs gave an update on the park. Phases 1 and 2 have been completed. Phase 3 is set to begin. This will include building a covered pavilion and purchasing permanent recycle and trash containers. There will also be a mobile audio visual system and an amplification system.

There are several special events planned. Ms. Braggs hopes this will bring tourism into Spalding County. The estimated Phase 1 and 2 completion costs were \$75,247; however, the actual costs were \$58,766.62. This was due to the commitment of the Spalding County Parks and Recreation Department, the Public Works Department and the Construction and Maintenance Department. They made a three year project happen in three months.

The corporate community has also been supportive of this project. Paragon Consulting Group contributed \$13,195 worth of in kind project management services. Manley, Spangler and Smith Architects also provided \$5,320 of in kind architectural design services. The cost for the completion of the pavilion is \$38,000.

A corporate entity in the community has approached Griffin Main Street to provide funding in total for the building of the pavilion. A Memorandum of Understanding has been created and will be presented to the commissioners at the May 16<sup>th</sup> meeting.

**V. PRESENTATION OF FINANCIAL STATEMENTS – None**

**VI. CITIZENS COMMENTS – None**

**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.

**Dan Duncan – 541 Pineridge Rd. - Griffin**

Mr. Duncan asked the board to take a second look at the Elk's Club. He is concerned with heavier traffic coming through Griffin in the coming future that would be a problem for the seniors at the Cook's building. A walking track and a swimming pool are very important to him.

**Dick Morrow – 263 Westchester Dr. - Griffin**

Dick Morrow spoke in support of locating the senior center at the Elk's Club. He stated that the City of Griffin wants to sell part of Volunteer Park to Southern Crescent Technical and they will be required as part of their grant assurances to spend any money received from that sale for park/recreational purposes. If the County purchases the Elks' Club, he sees an opportunity for the City to invest in some of that land included with the Elks Club with those funds, then turn it over to the County for park/recreational use.

**Bill Taylor – 1444 Daucet Dr.**

Mr. Taylor is on the Griffin-Spalding Literary Commission. He and the commission are very concerned about a recent federal decision to raise the price of a GED test from \$90.00 to \$250.00 per student. They are going to conduct a letter writing campaign to try and reverse this decision and will ask the board at a future meeting for a letter of support.

**VIII. MINUTES**

1. Consider approval of Minutes of the following: April 4, 2011, Regular Meeting.

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

**IX. CONSENT AGENDA – None**

**X. OLD BUSINESS –**

1. Consider approval of site selection for the Spalding County Senior Center.

Mr. Gilreath asked the board to include in the motion that if the Cook's Building is chosen, an Olympic sized swimming pool is included. He believes this will bring dollars into the county. Mr. Ray does not believe this would be the avenue to do this. Ms. Taylor stated Gordon College has an Olympic pool and it does not seem to be bringing in great amounts of revenue for them.

Mr. Freeman believes the Cook's Building is a commercial property. It is not a senior center property. He believes there should be a stand-alone senior center. He believes the numbers in the report from Paragon Consulting are not accurate as they did not take into

account accurate square footage. He believes there are a lot of negatives and the traffic situation is one of them. The Cook Building is not a fit for him.

Mr. Gilreath believes that Mr. Morrow brought up a good point involving the Elks Club, the City of Griffin and Southern Crescent Technical College.

Mr. Freeman stated he went up to the Cook's Building and looked at the parking lot. A lot of the asphalt is completely coming up. There are a lot of things that were not looked at that should have been. There are two people currently interested in leasing the building for a retail establishment. Mr. Gilreath asked what type of money the county could get if this building was rented out. Mr. Wilson stated it would be rented out as warehouse space for approximately \$4,500 to \$5,000 per month.

Mr. Gilreath asked how it can be assured the SPLOST dollars are being properly spent. Mr. Fortune stated it can be done. It can be released from the general lien that ACCG has on it and it would require strict accounting. Safeguards will have to be put in place. Mr. Wilson stated there would have to be a survey of the property and survey off the building and the parking lot portion that would be used. That would be recorded and released from the lien. There would be a physical limitation such as a wall that would give the ability to see where the SPLOST dollars could go.

***Motion/second by Flowers-Taylor/Gardner to approve the Cook's Building as the new senior center site. This motion was carried by a vote of 4-1. Commissioner Freeman opposed.***

***Staff was directed to place proposal for traffic study and building design on May 16<sup>th</sup> agenda for consideration by the board.***

## **XI. NEW BUSINESS**

1. Consider selection of provider for County employee insurance coverage for the 2011-2012 year.

Matt Bidwell with MSI Benefits was present to address. There was a handout given to the commissioners. The federal government made changes to the law in March of last year. They are as follows:

- Dependent coverage for adult children up to age 26
- No lifetime coverage limits
- 100% Coverage for preventive services
- No annual limits for certain benefits
- No Prior Authorizations for emergency services or higher cost sharing for out-of-network services
- No pre-existing conditions for children

Currently the county is in its second year with Cigna. Last year the premiums were discounted 3% by Cigna after the county required all employees and family members to fill out the on line health assessments. The county is looking at a 3.82 percent increase from Cigna effective July 1<sup>st</sup>.

Blue Cross has added a line of duty coverage. This means if a certified employee such as fire or sheriff's department is killed on the job the accidental death and dismemberment benefit will pay an additional 50% benefit to that employee. BC.BS's rates are about 8% below what the county is currently being charged by Cigna.

There were representatives present from both Blue Cross/Blue Shield and Cigna. Jill Griffith and Paige Sell addressed the board on behalf of BBC/BS. Their commitment to wellness is very important to them. They have put on the table about \$35,000 worth of extra wellness initiatives in their programs. The underwriter gave Ms. Griffith revised numbers today that she was not able to get to Mr. Bidwell before the meeting. The revised numbers would be an additional 3% off the HMO rates. The ACCG is also putting an additional \$9,300 for wellness.

Mr. Freeman asked when the contract with BC/BS and Tenant expires. He was informed it would be another year or two. He also asked what the expiration date is with Cigna and Tenant. Natasha Sherman with Cigna replied the expiration date is May 31, 2013.

Mr. Bidwell stated that at this time there is a \$400,000 difference between the two offers with it costing less to go with Blue Cross/Blue Shield. The employees will be paying another \$100,000 more with BC/BS than with Cigna due to the PPO. It is estimated there will be about 11% of the employees enrolled in the PPO. That being said, there is still a \$300,000 difference in the price.

Natasha Sherman and Tim Vessel addressed the board at this time on behalf of Cigna. They believe they have established momentum with the county and they would like to keep this in place. They achieved 100% Health Risk Assessment completion last year. They have also identified individuals and placed them into the appropriate programs based on their completion of the health risk assessment. In addition, there was a Wellness Committee launched. They meet monthly to establish different wellness programs within the county.

Cigna is introducing a new program called "Better Health Guaranteed." This program is guaranteeing they will reduce the risk levels of the population. If they don't move individuals from high risk to medium risk, etc., they will pay out to the county an additional \$1100 per person that they do not move. There is also a "Wellness Passport" program and Cigna has conducted biometric screenings this year.

***Motion/second by Ray/Gilreath to table in light of new pricing information received from Blue Cross/Blue Shield. This will give the staff and consultant time to evaluate the new information received. There will be a Special Called Meeting at 5:00 p.m. on April 21, 2011 to lift this item from the table for a decision. This was carried by a vote of 5-0.***

2. Consider approval of resolution to creating a Joint Development Authority for the purpose of providing for the construction and operation of a limited access road or highway.

Paulding County Commission Chairman, David Austin stated this resolution is for the purpose of setting up the Joint Development Authority for this project. The attorney (Joe Young) that worked on this for Paulding County has worked on the toll road for 400 and other such projects. He encouraged the commissioners to contact Mr. Young if they feel like they need to.

Mr. Swafford stated there could be a need for some gap funding. There are viable options available to help cover this amount without coming to local communities. Commissioner Austin stated that as the Joint Development Authority begins to organize, there could be a small cost involved. Most of it should be covered in the toll.

One member from each county and one from each city involved will make up the Authority. Paulding County is the only county that has approved the resolution up to this point.

***Motion/second by Ray/Gardner to delay a decision on this item while the county attorney looks over the resolution. Mr. Ray asked this be done within 45 days. This was carried with a 5-0 vote.***

3. Consider approval of inter-governmental agreement with City of Sunny Side for Code Enforcement.

Mr. Wilson stated this is the same agreement the county has with Orchard Hill. Mr. Fortune has looked over the agreement and staff recommends approval.

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

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF SERVICES RELATED  
TO CODE ENFORCEMENT BETWEEN THE CITY OF SUNNYSIDE, GEORGIA, AND  
SPALDING COUNTY, GEORGIA**

THIS AGREEMENT, made and entered this 18th day of April, 2011, by and between the CITY OF SUNNYSIDE, GEORGIA, a municipal corporation organized and existing under the laws of the State of Georgia ("Sunnyside"), and SPALDING COUNTY, a political subdivision of the State of Georgia ("Spalding County"), provides as follows:

WHEREAS, Sunnyside and Spalding County, through their respective governing authorities, find and declare it in the best interest of their residents to establish a relationship whereby Spalding County will provide Sunnyside with services for code enforcement of ordinances enacted by Sunnyside, including but not limited to the Sunnyside Zoning Ordinance, Sunnyside Subdivision Ordinance and Development Ordinance, and Housing Standards Ordinance;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein made, the receipt, adequacy and sufficiency of which are mutually acknowledged, the parties agree to be bound, each unto the other, as follows:

## ARTICLE 1

### LEGAL AUTHORITY

Section 1.1 This instrument shall constitute a binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia, and shall constitute a general obligation to which their full faith and credit is hereby pledged, including, if necessary, the levy of ad valorem taxes. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication.

Section 1.2 For the term of this agreement, all parties agree to exercise good faith and best efforts to adequately and properly fund such undertakings, including the exercise of power to establish, levy and enforce reasonable rates, fees and charges for the services contemplated to be provided.

Section 1.3 By entering into this agreement, the parties agree that Sunnyside acquires no property rights or ownership in any assets or facilities of Spalding County, nor does Spalding County acquire any property rights or ownership in any assets or facilities of Sunnyside.

## ARTICLE 2

### TERM OF AGREEMENT

Section 2.1 This agreement shall become effective at 12:01 A.M. on \_\_\_\_\_ 1, 2011 and shall terminate at midnight on December 31, 2011. The term of this agreement shall automatically renew for successive one (1) year periods unless either party gives written notice of its intent not to renew the agreement at least 60 days prior to the termination date.

Section 2.2 This agreement may be terminated prior to the termination date set forth in Section 2.1 upon written notice by one party to the other party of the notifying party's intent to terminate the agreement.

Section 2.3 Given the intent of the parties to enforce this agreement as a binding obligation for the full term stated, except as otherwise specified herein, and in consideration of the unique relationship herein created and established, upon which both parties are entitled to justifiably rely, it is expressly agreed that in the event of an alleged breach of future performance by any party, the judicial remedy available to the parties shall be by “complaint for declaratory judgment and specific performance” filed in the Superior Court of Spalding County, Georgia, and the parties hereby waive any right to raise defenses related to lack of actual controversy or lack of uniqueness of the underlying relationship.

Section 2.4 To the extent allowable by law, the parties agree that should such an action as referenced in Section 2.3, *supra*, be filed, the filing party shall be entitled to petition said court for expedited handling, including shortening of the periods for response, discovery and trial. Upon the filing of any such action, the parties consent to the entry of an automatic interim injunction to maintain the status quo pending outcome of the proceedings.

Section 2.5 It is the intention of the parties that any action be resolved by means of a “bench trial” conducted by the judge regularly assigned to such case, and the parties expressly waive the right to trial by jury, it being the intention of all parties that any disputes arising hereunder be resolved equitably giving primary consideration to the enforcement of this contract to its fullest extent.

### ARTICLE 3

#### OBLIGATION FOR SPALDING COUNTY TO PROVIDE CODE ENFORCEMENT SERVICES TO SUNNYSIDE

Section 3.1 Throughout the term of this agreement, it is agreed by the parties that Spalding County shall provide code enforcement services for the enforcement of all ordinances adopted and enacted by Sunnyside. Additionally, Spalding County, through its Zoning Administrator (or his designee) shall undertake all such tasks as set forth in Section 6-5-11 through Section 6-5-14(D), and Section 6-5-15(A) of the Sunnyside Housing Standards Ordinance.

Section 3.2 For purposes of this agreement, “code enforcement services” shall include the investigation of alleged ordinance violations, the issuance of citations alleging the violation of ordinances, and the prosecution of such citations in the Magistrate Court of Spalding County.

Section 3.3 Any code enforcement services shall not commence unless expressly directed by the Mayor of Sunnyside, the Council of Sunnyside, or the Sunnyside City Clerk, pursuant to the express direction of the Council or Mayor. The Spalding County Zoning Administrator (or his designee) shall not be authorized to engage in any code enforcement activity in the City unless expressly directed by the Mayor of Sunnyside, the Council of Sunnyside, or the Sunnyside City Clerk as to the particular code enforcement task.

Section 3.4 As consideration for its provision of code enforcement services, Spalding County shall be compensated as follows:

a. the City assigns to Spalding County the right to collect and retain any and all funds resulting from the imposition of any fine imposed by any Court as a penalty for ordinance violations;

b. for undertaking the tasks set forth in Section 6-5-11 through Section 6-5-14(D) of the Sunnyside Housing Standards Ordinance, which results in issuance of a Court Order to repair or demolish a structure located within the City, the City shall pay Spalding County \$500.00 for each tax parcel on which such enforcement tasks are performed, which sum shall be reduced by the amount of any and all funds collected by Spalding County as a result of the imposition of any fines for ordinance violations occurring on the same tax parcel.

Section 3.5 For purposes of the City's Housing Standards Ordinance, it is agreed and understood that the City shall have the right to foreclose on any liens that attach to real property within the City in accordance with the provisions of the City's Housing Standards Ordinance.

#### ARTICLE 4

##### OBLIGATIONS OF SUNNYSIDE

Section 4.1 Sunnyside shall enact ordinance legislation by which the Spalding County Zoning Administrator (or his designee) shall be designated as the Sunnyside Administrative Officer. Sunnyside shall enact such additional legislation as may be required to authorize, empower and/or designate the appropriate Code Enforcement Officers of Spalding County as officials of Sunnyside for the purpose of conducting code enforcement services within Sunnyside.

#### ARTICLE 5

##### INSURANCE

Section 5.1 Each party covenants that at the time of execution of this agreement, each party has comprehensive liability insurance coverage (or its equivalent through either a program of self-insurance or by participation in an interlocal risk management agency) in an amount not less than \$1,000,000.00 per occurrence, which coverage and amount shall be maintained throughout the duration of this agreement, in as broad a form as possible, providing the entity with a defense and payment of resulting judgments or settlements from claims reasonably anticipated or risks likely foreseeable to occur out of the duties and responsibilities herein taken.

#### ARTICLE 6

##### MODIFICATION, EXECUTION, TERMINATION OF PRIOR CONTRACTS

Section 6.1 Upon execution of this agreement by both parties, in duplicate, a fully-executed original shall be spread upon the minutes of the governing bodies of each party as evidence of its



Attest:

By: \_\_\_\_\_

Reviewed:

\_\_\_\_\_  
James R. Fortune  
County Attorney

SUNNYSIDE

By: \_\_\_\_\_  
Mayor

Attest:

By: \_\_\_\_\_

Reviewed:

\_\_\_\_\_  
Newton M. Galloway  
City Attorney

4. Consider approval of agreement with Three Rivers Regional Commission for Joint Transportation Planner for FY 2012.

This agreement will approve Anthony Dukes as the Transportation Planner for FY 2012.

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

5. Consider approval of agreement with Three Rivers Regional Commission for the Section 5311 Public Transportation program for FY 2012.

Mr. Wilson stated this is for the 5311 buses. This is a multi-county effort. There is a small charge for citizens to ride the bus.

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

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

Mr. Wilson thanked everyone for the successful retreat; especially the CI and Parks and Recreation staff for their assistance. He reminded everyone that Friday, April 22<sup>nd</sup> is a county holiday. The May 2<sup>nd</sup> BOC meeting has been cancelled and the Zoning Meeting for this month has been moved to April 21<sup>st</sup>.

There has been a conflict with both the Democratic Party and the Republican Party as to who will meet the third Thursday of each month at the courthouse annex. The commissioners agreed the two parties should try and work together to come up with a solution. If not, the commissioners will have to make a decision. Mr. Wilson stated he will speak to both parties to try and resolve this issue.

## **XIII. REPORT OF COMMISSIONERS**

**Gwen Flowers-Taylor** – No Comments

**Chipper Gardner** – Mr. Gardner thanked all the first responders during the recent bad weather. He has received feedback from the community that the county responded very well.

**Bob Gilreath** – No Comments

**Raymond Ray** – Mr. Ray stated the retreat was excellent. He would like to see a public hearing date set for a discussion on the proposed McDonough Road/SR-155 relocation project. He would like to set a two hour limit on the meeting. He also asked when budget meetings will be held for the commissioners. Mr. Wilson will advise.

**Eddie Freeman** – Mr. Freeman thanked everyone for a good retreat.

- XIV. **CLOSED SESSION – Personnel** – County Manager request a 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);

*Motion/second by Freeman/Ray to go into closed session at 9:01 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 April 18, 2011.

2.

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

3.

The executive session was called to order at 9:01 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:

**No** 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 18th day of April 2011.

Spalding County Board of Commissioners

Sworn to and subscribed

Before me this 18th day of April 2011.

Chipper Gardner

Raymond Ray

Glinda P. Robertson

Notary Public

Eddie Freeman

Bob Gilreath

My commission expires:

Gwen Flowers-Taylor

Feb 23, 2014

*Motion/second by Flowers-Taylor/Gardner to come out of closed session at 9:18 p.m. and carried by a vote of 5-0.*

**XV. ADJOURNMENT**

*Motion/second by Flowers-Taylor/Gardner to adjourn at 9:18 p.m. and carried by a vote of 5-0.*

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
County Manager

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