

EXTRAORDINARY SESSION

The Spalding County Board of Commissioners held their Extraordinary Session in Room 108 in the Courthouse Annex, Monday, May 16, 2011, beginning at 6:00 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 Ricky L. Clark, Jr.

- I. OPENING (CALL TO ORDER) – Chairman Eddie Freeman
- II. INVOCATION – Led by Dr Bill Hardee, Senior Minister First Baptist Church of Griffin
- III. PLEDGE TO FLAG – Led by William P. Wilson, Jr.
- IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION - NONE
- V. PRESENTATION OF FINANCIAL STATEMENTS –
 - a. Consider approval of Financial Statements for the nine months ended March 31, 2011
Motion/Second by Gardner/Flowers-Taylor and carried by a vote of 5-0.
- 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.

Mark Rowland- 326 N McDonough - Wants to know why are we bringing up an issue about 155 and DOT is not here. Dick Morrow, Anthony Dukes, Kenny Smith and no county commissioners were not notified. Mr. Rowland thinks the city wants to pawn everything down on county residents. It is destroying our citizens in the county. Thinks we should just consolidate the City & County governments.

David Floyd- 35 N McDonough Rd- Has sent commissioners several documents. He wants a consideration for what is at stake. Mr. Floyd has lived in Spalding County for 30 years. States a lot of people will not be able to manage their properties. Wants consideration for how this will affect our economy. The commissioners need to look at other counties for a more transparent way.

Johnny Sherwood- 424 N McDonough Rd- Owns 100 acres of land in the county. Sherwood does not want his road to be used as a shortcut for tractor trailers. Mr. Sherwood says the road is in bad enough shape already and needs resurfacing.

Brenda Ballard- 355 N McDonough – Has lived in the county for 43 years with kids. Ms. Ballard does not like the fact of trucks coming up McDonough Rd. Says the city is trying to dump it on county.

James Brooks- 148 Tomochichi Rd- Mr. Brooks asked why we are paying the City when we already own 400 acres in the Shoal Creek landfill. Mr. Brooks would like to know where the contract is.

Lucian Tatum- 2237 A Honey Bee Creek Dr- Public toll roads are risky business. Roads are optimistic and corrupt. Found 6 across the country that are either bankrupt, failing, or under performing. States this is a gamble. Says benefits are uncertain. Three hundred foot wide road would divide and disrupt the south side of county and destroy 800 acres of property. Noise and pollution would violate goal of our comprehensive plan.

Jack Landham – 744 Maddox Rd- Not happy with idea of toll road on south side of county. Mr. Landham has lived out in the county for three years. Does not want to see the toll where it is outlaid. That's not what he intended when he built his house on Maddox Rd.

John Sewell- 1012 N McDonough Rd- Spent three years in Vietnam fighting for land and ability to speak. He is opposed to the relocation because of gas lines and water lines that are already there. Trucks coming up and down N McDonough do not follow No Thru Traffic laws. Code enforcement is not enforcing policies. A recent wreck on McDonough Rd sent four people to hospital. Widening road will cause people to get killed.

David McPherson- 1436 N McDonough- Mr. McPherson has been a resident for 46 years. Would like for trucks to come down Arthur K Bolton not McDonough Rd.

Lee Russell- 1616 Little Bucks Rd- Does not want trucks (from proposed toll road) coming down into his living room.

Jack Tarpley- 101 Clifton Cir- Mr. Tarpley is almost 70 years old and until now he has never heard about the city complaining about trucks coming through downtown. Mr. Tarpley would like for all commissioners to be thoughtful about citizens because they are already upset about roadway.

Lynette Alt -685 N McDonough- Opposed to widening of the road. Ms. Alt has been in trucking industry for over 30 years. Ms. Alt states that N McDonough Rd is not a safe travel route for trucks. People can get around Griffin just fine without coming down N McDonough. Ms. Alt owns 5 properties on which some houses have been taken down. Two of the homes are now used as missionary homes. Widening roads will take out these homes. States if the construction is done someone will have to reimburse her for her horse fence.

Adam Causey- 100 S Hill St- Mr. Causey represents the Downtown Development Authority. They have new residents downtown and economic develop options that will bring downtown back to where it should be. Mr. Causey supports building on current infrastructure and making downtown more pedestrian friendly. This would help make Griffin's downtown a premier live and work community.

Bart Miller- 3259 Williamson Rd- Mr. Miller has concerns about square footage on senior center. Wants commissioners to realize the tax payers are the one that will have to fund operation of the building. Mr. Miller wants commissioners to go back to original agreement for building. Mr. Miller says a new airport will not bring any money and taxpayers will have to fund it.

Bobby Peurifoy-917 S. McDonough Rd- Mr. Peurifoy does not want trucks coming down McDonough Rd. Mr. Purifoy wanted to know why last meeting the public had 5 minutes to speak and now this meeting they have only 2 minutes. Mr. Purifoy stated this is the city's concern not the county. When Mr. Peurifoy was on DOT transportation board he opposed this same matter. Mr. Peurifoy stated after he spoke with an engineer that DOT did not recommend this relocation. People have invested there lives into living in county.

Larry Stewart -846 N McDonough Rd- Mr. Stewart wants to know why when new commissioners are added the issue of the toll road comes back up again. He stated that Gwen- Flowers was the 3rd one to vote against this and can not believe what the State did to people's properties.

Charles Jones- 1056 Maple Dr- Mr. Jones is in support of relocating 155, stating that it is good for the community as a whole. There are 80% residential properties in county so it would be minimal disturbance. Jackson Rd and South Hill Street has been dealing with truck traffic for years. Mr. Jones says truck traffic in downtown does not promote tourism.

Roy McClain- 1059 Manley Rd- Speed limit on 155 currently goes from 55-45 to 35 in front of school and back up to 45 before two blind hills and curve. Consider lowering speed limit on current 155. When truck traffic comes through they are going too fast.

Robert Lattimore- 2847 Teamon Rd- Mr. Lattimore wants to know why, with so many law enforcement officials, there was no warning given for the recent tornado.

VIII. MINUTES

1. Consider approval of Minutes of the following: April 18, 2011 Extraordinary Session; April 21, 2011 Special Called Meeting; April 21, 2011 Zoning Public Hearing; May 4, 2011 Organizational Retreat; & May 4, 2011 Public Hearing.

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

IX. CONSENT AGENDA

- a. Consider second reading of Amendment of the Official Zoning Map of the following:
 - i. **Application #11-01Z:** Randall Ralph Hendrix, Owner- North Expressway & Malier Road-10.68 acres- C-1, AR-1 & R-2 to C-2, Conditional.
 - ii. **Application #11-01AZ:** Randall Ralph Hendrix, Owner- North Expressway – 6 acres- C-1B to C-2, Conditional.

Motion/Second to approve both amendments by Ray/Flower-Taylor carried by a vote of 5-0.

APPLICATION FOR RANDALL RALPH HENDRIX
FOR REZONING CERTAIN PROPERTY
LOCATED WITHIN SPALDING COUNTY, GEORGIA;

REZONING APPLICATION #11-01Z

RESOLUTION AMENDING
THE ZONING ORDINANCE OF SPALDING COUNTY, GEORGIA
AND
THE OFFICIAL ZONING MAP OF SPALDING COUNTY, GEORGIA

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

WHEREAS, the Board of Commissioners of Spalding County, Georgia enacted the current Zoning Ordinance of Spalding County, Georgia on January 4, 1994 and therein adopted the Official Zoning Map of Spalding County, Georgia, in Article 23, Section 2301, et. seq.;

WHEREAS, under the Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia the within described property is currently classified under the zoning classification entitled "C-1, Highway Commercial; AR-1, Agricultural and Residential and R-2, Single Family Residential";

WHEREAS, Randall Ralph Hendrix, applicant, applied for a change in zoning classification to be applied to the within described property to C-2, Manufacturing;

WHEREAS, such application was filed with Spalding County, Georgia on January 3, 2011;

WHEREAS, such application was reviewed by the Spalding County Planning Commission, and a hearing on the application was conducted by the Board of Commissioners of Spalding County, Georgia on April 21, 2011, pursuant to O.C.G.A. § 33-66-1, et. seq. in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia;

WHEREAS, the Board of Commissioners of Spalding County, Georgia considered the proposed amendment, any and all alternate proposals or amendments, the report of the Spalding County Planning Commission and all data and evidence taken at the public hearing; and

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

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

Section 1: The Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia designating the boundaries of the several types or classes of zoning districts shall be, and is hereby amended so as to change the zoning classification applicable to the following described property:

All that tract or parcel of land entitled Tract "B" consisting of 10.69 acres located in Land Lot(s) 85 and 108 of the Third Land District, Spalding County, Georgia, and being more particularly described as follows:

Beginning at the intersection of the north right-of-way of Malier Road (60' right-of-way) and the east boundary of Land Lot 85, thence S 89°17'01" W a distance of 20.17' to a point; thence continuing along the east margin of Malier Road S 89°31'40" W a distance of 565.28' to a point; thence N 06°35'22" W a distance of 700.88' to a point; thence S 89°37'08" W a distance of 706.74' to a point on the west right-of-way of U.S. Highway No. 19 & 41; thence continuing along the west margin of U.S. Highway 19 & 41 S 6°13'00" E a distance of 453.11' to a point;

thence S 89°23'22" W a distance of 73.28' to a point; thence S 89°23'22" W a distance of 18.54' to a point on the east boundary of Land Lot 85; thence continuing along said boundary S 00°17'24" E a distance of 255.89' to a point this being the Point of Beginning

from "C-1, Highway Commercial; AR-1, Agricultural and Residential and R-2, Single Family Residential" to "C-2, Manufacturing" District.

Section 2: Pursuant to the authority granted to it by virtue of the Zoning Ordinance of Spalding County, Georgia, § 414 (L) and upon a determination by the Board of Commissioners of Spalding County, Georgia that application of certain conditions on the amendment benefit the public and promote the best interests of the general welfare of the people, the following conditions shall be imposed upon the amendment to the Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia, as follows:

- a. A minimum 100' undisturbed buffer shall be provided along the western property line. Said buffer shall be supplemental to natural screening of trees and shrubs at a planting height of 6' where the existing buffer is insufficient. The storm water pond may encroach into this buffer.
- b. The property owner shall work with county staff in removing all inoperative vehicles from the site. All other outside storage shall be located behind the principal building on the property, screened and otherwise kept in an orderly manner.
- c. The existing curb cut on U.S. 19/41 shall be shared between the two properties.
- d. No curb cut shall be allowed on Malier Road
- e. Site lighting to be designed so as to not glare in adjacent residential areas or onto public streets.

Section 3:

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

On May 16, 2011, by official action of the Board of Commissioners of Spalding County, Georgia, the following change was made in the Official Zoning Map, Spalding County: All that tract or parcel of land entitled "Tract B" located in Land Lot(s) 85 and 108 of the Third Land District, Spalding County, Georgia, containing 10.69 acres, North Expressway and Malier Road, zoned C-2, Conditional.

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

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

Section 4: The foregoing amendment of the Zoning Ordinance of Spalding County, Georgia shall become effective immediately upon adoption of this resolution.

Section 5: All Ordinances or resolutions in conflict herewith shall be and are hereby repealed.

APPLICATION FOR RANDALL RALPH HENDRIX
FOR REZONING CERTAIN PROPERTY
LOCATED WITHIN SPALDING COUNTY, GEORGIA;

REZONING APPLICATION #11-01AZ

RESOLUTION AMENDING
THE ZONING ORDINANCE OF SPALDING COUNTY, GEORGIA

AND
THE OFFICIAL ZONING MAP OF SPALDING COUNTY, GEORGIA

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

WHEREAS, the Board of Commissioners of Spalding County, Georgia enacted the current Zoning Ordinance of Spalding County, Georgia on January 4, 1994 and therein adopted the Official Zoning Map of Spalding County, Georgia, in Article 23, Section 2301, et. seq.;

WHEREAS, under the Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia the within described property is currently classified under the zoning classification entitled "C-1B, Heavy Commercial;"

WHEREAS, Randall Ralph Hendrix, applicant, applied for a change in zoning classification to be applied to the within described property to "C-2, Manufacturing;"

WHEREAS, such application was filed with Spalding County, Georgia on January 3, 2011;

WHEREAS, such application was reviewed by the Spalding County Planning Commission, and a hearing on the application was conducted by the Board of Commissioners of Spalding County, Georgia on April 21, 2011, pursuant to O.C.G.A. § 33-66-1, et. seq. in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia;

WHEREAS, the Board of Commissioners of Spalding County, Georgia considered the proposed amendment, any and all alternate proposals or amendments, the report of the Spalding County Planning Commission and all data and evidence taken at the public hearing; and

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

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

Section 1: The Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia designating the boundaries of the several types or classes of zoning districts shall be, and is hereby amended so as to change the zoning classification applicable to the following described property:

All that tract or parcel of land entitled Tract "A" consisting of 6.00 acres located in Land Lot(s) 85 and 108 of the Third Land District, Spalding County, Georgia, and being more particularly described as follows:

Beginning at the intersection of the north right-of-way of Malier Road (60' right-of-way) and the east boundary of Land Lot 85, thence N 00°17'24" W a distance of 255.89' to a point; thence N 89°23'22" E a distance of 18.54' to a point; thence N 89°23'22" E a distance of 73.28' to a point on the west margin of U.S. Highway 19 & 41; thence continuing along said margin N 6°13'00" W a distance of 453.11' to a point this being the true Point of Beginning; thence S 89°37'08" W a distance of 706.74' to a point; thence N 6°35'22" W a distance of 20.00' to a point; thence N 00°31'28" W a distance of 169.38' to a point; thence S 89°54'34" W a distance of 20.00' to a point; thence N 00°31'28" W a distance of 180.36' to a point; thence N 89°27'42" E a distance of 706.12' to a point on the west margin of U.S. Highway No. 19 & 41; thence continuing along said margin an arc distance of 372.45' said

arc being subtended by a chord bearing of S 04°01'23" E and a distance of 372.43' to the true Point of Beginning.

From "C-1B, Heavy Commercial" to "C-2, Manufacturing" District.

Section 2: Pursuant to the authority granted to it by virtue of the Zoning Ordinance of Spalding County, Georgia, Section 414 (L) and upon a determination by the Board of Commissioners of Spalding County, Georgia that application of certain conditions on the amendment benefit the public and promote the best interests of the general welfare of the people, the following conditions shall be imposed upon the amendment to the Zoning Ordinance of Spalding County, Georgia and the Official Zoning Map of Spalding County, Georgia, as follows:

- a. A minimum 100' undisturbed buffer shall be provided along the western property line. Said buffer shall supplement the natural screening of trees and shrubs at a planting height of 6' where the existing buffer is insufficient. The storm water pond may encroach into this buffer.
- b. The property owner shall work with county staff in removing all inoperative vehicles from the site. All other outside storage shall be located behind the principal building on the property, screened and otherwise kept in an orderly manner.
- c. The existing curb cut on U.S. 19/41 shall be shared between the two properties.
- d. No curb cut shall be allowed on Malier Road.
- e. Site lighting to be designed so as to not glare in adjacent residential areas or onto public streets.

Section 3:

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

On May 16, 2011, by official action of the Board of Commissioners of Spalding County, Georgia, the following change was made in the Official Zoning Map, Spalding County: All that tract or parcel of land entitled "Tract A" located in Land Lot(s) 85 and 108 of the Third Land District, Spalding County, Georgia, containing 6.00 acres, North Expressway, zoned C-2, Conditional.

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

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

Section 4: The foregoing amendment of the Zoning Ordinance of Spalding County, Georgia shall become effective immediately upon adoption of this resolution.

Section 5: All Ordinances or resolutions in conflict herewith shall be and are hereby repealed.

- b. Consider second reading of Amendment to the Official Zoning Map of the following:
 - i. **Amendment to UDO #A-10-09:** Appendix K. Landscape and Tree Preservation Ordinance amend Section 106: Definitions and add new article: Tree Protection.

Motion/Second by Gardner/Ray carried by a vote of 5-0.

IN RE:

Text Amendment #A-10-09

AMENDMENT TO THE ZONING ORDINANCE OF SPALDING COUNTY

RESOLUTION AMENDING

THE ZONING ORDINANCE OF SPALDING COUNTY, GEORGIA

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

WHEREAS, the Board of Commissioners of Spalding County, Georgia enacted the current Zoning Ordinance of Spalding County, Georgia on January 4, 1994 and therein adopted the Official Zoning Map of Spalding County, Georgia, in Article 23, Section 2301, et. seq.;

WHEREAS, the Board of Commissioners of Spalding County, Georgia on May 7, 2007 enacted Appendix K, Landscape and Tree Preservation Ordinance for Multi-Family, Commercial, Institutional and Industrial Developments to the Zoning Ordinance of Spalding County;

WHEREAS, the Board of Commissioners of Spalding County has determined that it is in the best interests of the citizens of Spalding County for certain text revisions and amendments to be made to Appendix K, Landscape and Tree Preservation Ordinance for Multi-Family, Commercial, Institutional and Industrial Developments the Zoning Ordinance of Spalding County;

WHEREAS, such text amendments to the Zoning Ordinance of Spalding County were reviewed by the Spalding County Planning Commission, and a hearing on the text amendments to the Zoning Ordinance of Spalding County was conducted by the Board of Commissioners of Spalding County, Georgia on April 21, 2011, pursuant to O.C.G.A. § 33-66-1, et. seq. in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia;

WHEREAS, the Board of Commissioners of Spalding County, Georgia considered the proposed amendment, any and all alternate proposals or amendments, the report of the Spalding County Planning Commission and all data and evidence taken at the public hearing; and

WHEREAS, it is deemed by the Board of Commissioners of Spalding County, Georgia that an amendment to Appendix K, Landscape and Tree Preservation Ordinance for Multi-Family, Commercial, Institutional and Industrial Developments, as an appendix of the Zoning Ordinance of Spalding County, Georgia is in conformance with the Spalding County Comprehensive Plan and sound comprehensive planning principles and of substantial benefit to the public and in the promotion of the best interests and general welfare of the people;

NOW THEREFORE, IT SHALL BE AND IS HEREBY RESOLVED by the Board of Commissioners of Spalding County, Georgia, that Appendix K, Landscape and Tree Preservation Ordinance for Multi-Family, Commercial, Institutional and Industrial Developments of the Zoning Ordinance of Spalding County, Georgia shall be and is hereby amended as follows:

Section 1: The following provision shall be deleted from Appendix K, Landscape and Tree Preservation Ordinance for Multi-Family, Commercial, Institutional and Industrial Developments: Section 101.

Section 2: The following provision shall be added to Appendix K, Landscape and Tree Preservation Ordinance for Multi-Family, Commercial, Institutional and Industrial Developments to appear as Appendix K, Section 101:

Section 101: Short Title.

This Ordinance shall be known as the Spalding County Landscape and Tree Preservation Ordinance.

Section 3: The following provision shall be deleted from Appendix K, Landscape and Tree Preservation Ordinance for Multi-Family, Commercial, Institutional and Industrial Developments: Section 102.

Section 4: The following provision shall be added to Appendix K, Landscape and Tree Preservation Ordinance for Multi-Family, Commercial, Institutional and Industrial Developments to appear as Appendix K, Section 102:

Section 102: Definitions.

- A. **Administrative Officer** – The person, officer, or official and his authorized representative designated by the County Manager of Spalding County for the administration of these regulations.
- B. **Basal Area** – The cross-sectional area of all trees on a given measured area 4.5 feet above the ground. In American forest practice, it is expressed in square feet for an acre. EXAMPLE: An acre of land with a Basal Area of 120 would have 120 square feet of cross-sectional trunk area ($3.14 \times r^2$ where r is equal to $\frac{1}{2}$ the diameter of the tree).
- C. **Caliper** – A landscaping standard which describes the diameter of a tree trunk one-foot above the rootball.
- D. **Canopy Tree** – A tree which grows above a height of 50 feet and whose species is included in the USDA Tree Hardiness Map – Zone 7b or is specifically approved as such by the Planning Commission of Spalding County.
- E. **Critical Root Zone** – The minimum area beneath a tree that must be left undisturbed in order to preserve sufficient root mass to give a tree a reasonable chance of survival. The Critical Root Zone (CRZ) will equal 1.5 times the radius of the dripline. EXAMPLE: a tree with a dripline radius of 20 feet would have a CRZ radius of 30 feet.
- F. **Dripline** – A line on the ground established by a vertical plane extending from a tree's outermost branch tips down to the ground; i.e., the line enclosing the area directly beneath the tree's crown from which rainfall would drip.
- G. **Ground Cover** – Plant material and grasses of less than 3 feet in height.
- H. **Impervious Surface** – Hard-surfaced areas which neither prevent nor severely restrict the entry of water into the soil mantle and/or cause water to run off the surface in greater quantities or at an increased rate of flow. Common impervious surfaces include, but are not limited to, rooftops, sidewalks, walkways, patio areas, driveways, parking lots, storage areas, and other surfaces which similarly impact the natural infiltration or runoff patterns. For the purposes of this ordinance, gravel surface areas are considered to be impervious.
- I. **Land Disturbance Activity** – Any activity for which a soil erosion or land disturbance permit is required under Appendix D of the Spalding County Unified Development Ordinance (UDO).
- J. **Landscape Plan** – A document provided to Spalding County prior to Land Disturbance Activity (LDA), which shows the plan view of the site, including proposed improvements. It must also include the location of all existing trees over 10 inches in caliper (including size and species), all proposed plants and trees, amount of impervious surface existing and proposed, a list of plant material and the calculations showing compliance with this ordinance. It may also include a plan that identifies Tree Protection Areas, existing trees to be retained and proposed trees to be planted on a Site to meet minimum requirements, as well as methods of tree protection to be undertaken on the Site and other pertinent information.
- K. **Parking Field** – The area included in a row of parking spaces within a parking lot.
- L. **Parking Lot Island** – A landscaping strip located in a parking lot. Such island must be sized to allow the plants and trees located within it to grow to their mature size.
- M. **Shrub (or bush)** – a horticultural rather than strictly botanical category of woody plant distinguished from a tree by its multiple stems and lower height, usually less than 20 feet tall. A large number of plants can be either shrubs or trees, depending on the growing conditions they experience. For the purposes of this ordinance, for a plant to be considered a shrub, it must be capable of growing to a minimum height of 3 feet.
- N. **Site** – Any plot or parcel of land, or a combination of contiguous lots or parcels of land, where a landscape plan is required.

- O. **Specimen Tree or Stand** – Any tree or grouping of trees which has been determined, by the Administrative Officer, to be of high value because of its species, size, age or other professional criteria. General criteria for the determination of specimen trees of stands of trees are provided in the Spalding County Tree Protection Standards.
- P. **Tree Protection Area** – Any portion on a site where existing trees proposed to be retained in order to comply with the requirements of this Ordinance are located or any other existing trees proposed to be retained due to zoning conditions or requirements from other ordinances.
- Q. **Tree Save Area** – Any portion of a site where existing trees that are proposed to be retained in order to comply with the requirements of this Ordinance are located. The tree save area shall include no less than seventy-five percent (75%) of the total area defined by the critical root zone (CRZ) of a tree or a group of trees, collectively.
- R. **Understory Tree** – A tree which grows to a height of less than 50 feet and the species of which is included in the USDA Tree Hardiness Map – Zone 7b, or is specifically approved as such by the Planning Commission of Spalding County.

Section 5: The following provision shall be deleted from Appendix K, Landscape and Tree Preservation Ordinance for Multi-Family, Commercial, Institutional and Industrial Developments: Article 2, Sections 201 - 203.

Section 6: The following provision shall be added to Appendix K, Landscape and Tree Preservation Ordinance for Multi-Family, Commercial, Institutional and Industrial Developments to appear as Appendix K, Article 2, Sections 201, et. seq.:

Article 2. Tree Preservation

Section 201: Protection of Existing Trees.

A. The retention of existing trees on land to be developed is encouraged. A credit toward the requirements of Section 105 shall apply for each healthy tree of existing ten (10) inch caliper or greater preserved and protected on site. The plant requirements of Section 105 shall be reduced by one inch for every five inches of existing trees saved.

B. To utilize this credit, the developer shall submit a tree protection plan as a part of the landscape plan required by Section 105. When a choice is available as to which existing trees to save, specimen trees, even isolated individual trees, will be given preference over other trees. Non-specimen trees should be saved in stands.

Section 202: Tree Inventories and Surveys. All trees that count toward meeting density requirements must be inventoried, excluding those in required land use buffers which will not count toward landscaping requirements. On sites greater than three (3) acres, trees may be inventoried using the Basal Area scientific method.

Section 203: Plan Review Standards.

A. Tree save areas shall be delineated on the landscape plan and designated as to whether protection during construction will be active or passive (Section 205).

B. The method used to inventory the trees must be indicated on the plans.

C. Buffers must be identified on the landscape plan.

Section 204: Construction Standards. Tree protection devices to eliminate damage to existing trees during construction shall be required. Prohibited activities shall include, but not be limited to:

A. Soil compaction in the critical root zone from heavy equipment, vehicular or excessive pedestrian traffic, or storage of equipment or materials;

B. Root disturbance due to cuts, fills or trenching;

- C. Wounds to exposed roots, trunks or limbs; or
- D. Other activities such as chemical storage, cement truck cleaning, fire, etc.

Section 205: Location and Types of Tree Protection Devices. Tree protection devices shown on the landscape plan shall be installed and completely protect the surrounding critical root zone of each tree to be preserved. Active protection is required where tree save areas lie in proximity to Land Disturbance Activity (LDA). Passive protection may be used in areas where land disturbance activities will not occur. Any changes to the landscape plan are subject to the Administrative Officer's review.

Section 206: Materials.

- A. Active tree protection shall consist of chain link, orange laminated plastic, wooden post or rail fencing (See Detail 1- *Active Tree Protection*).
- B. Passive protection shall consist of heavy mill plastic flagging of a bright color on a continuous, durable restraint sufficient to delineate the bounds of any tree protection or save areas (See Detail 2-*Passive Tree Protection*).
- C. All Tree Protection Areas shall be designated on site with "Tree Protection Area" signs posted visibly on all sides of the fenced-in area. These signs inform subcontractors of the tree protection requirement. Signs requesting subcontractor cooperation and compliance with the tree protection standards are recommended for site entrances.

Section 207: Sequence of Installation and Removal. All tree protection devices shall be installed prior to the installation of any erosion control. The Administrative Officer shall inspect installation. The property owner and/or developer shall ensure that all tree protection devices remain in functioning condition throughout development. If passive tree protection is not kept in functioning condition throughout development, active tree protection may be required.

Section 208: Other Specifications.

- A. Where clearing has been approved, trees shall be removed in a manner that does not adversely impact the trees to be preserved. Avoid felling trees into tree protection areas or disturbing roots inside the tree protection areas.
- B. All erosion and sedimentation control measures shall be installed so that sediment will not accumulate within the tree protection area.

Section 209: Tree Protection Plan Requirements. Any landscape plan which provides for the protection of existing trees shall be prepared in compliance with Section 104 and this Section. The Landscape Plan shall be submitted with the site development plan, drawn to the same scale as documents prepared for a land disturbance permit application on the property, and it shall cover the same area. After submission of the Plan, the Administrative Officer will perform a site walk. The Landscape Plan shall provide sufficient information and detail to clearly demonstrate compliance with this ordinance.

Section 210: Pre-Submittal Conference

Developers and design professionals are encouraged to meet with the Administrative Officer prior to submitting a landscape plan. The Administrative Officer is available for field inspections of site conditions prior to plan submittal to give advice as to the relative value of trees, and to assist in the landscape planning process as it relates to preserving trees.

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

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

- ii. **Amendment to UDO #A-11-01:** Article 4. General Procedures- Section 408:N- amend to define demolition and removal of a building.

Motion/Second by Gardner/Flowers-Taylor carried by a vote of 5-0.

IN RE:

Text Amendment #A-11-01

AMENDMENT TO THE ZONING ORDINANCE OF SPALDING COUNTY

**RESOLUTION AMENDING
THE ZONING ORDINANCE OF SPALDING COUNTY, GEORGIA**

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

WHEREAS, the Board of Commissioners of Spalding County, Georgia enacted the current Zoning Ordinance of Spalding County, Georgia on January 4, 1994 and has amended said Ordinance subsequently; and

WHEREAS, the Zoning Administrator, in conjunction with the Planning Commission, has deemed it advisable to recommend amendment to a portion or portions of the Zoning Ordinance of Spalding County; and

WHEREAS, such proposed text amendment to the Zoning Ordinance of Spalding County was reviewed by the Spalding County Planning Commission, and a hearing on the text amendment was conducted by the Board of Commissioners of Spalding County, Georgia on April 21, 2011, pursuant to O.C.G.A. § 33-66-1, et. seq. in the Spalding County Hearing Room, Room 108, Spalding County Courthouse Annex, 119 East Solomon Street, Griffin, Spalding County, Georgia; and

WHEREAS, the Board of Commissioners of Spalding County, Georgia considered the proposed amendment, any and all alternate proposals or amendments, the report of the Spalding County Planning Commission and all data and evidence taken at the public hearing; and

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

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

Section 1: Add to Section 408. the following sub paragraph:

- N. The demolition and removal of a building as defined herein shall require a demolition permit. Such permit shall be valid for a period of ninety (90) days. The permittee shall be required, as part of the demolition project to remove all structure remnants, materials, debris, junk and equipment from the demolition site. The permittee shall also be required to meet soil erosion and sedimentation control requirements, including the permanent re-vegetation of the site.

Section 2: The Chairman of the Board of Commissioners of Spalding County, Georgia is directed and authorized to execute such notice of the amendment to the Zoning Ordinance of Spalding County, Georgia.

Section 3: The Zoning Administrator is authorized and directed to enter such notice of the amendment to the Zoning Ordinance of Spalding County, Georgia accordingly.

Section 4: The foregoing amendment of the Zoning Ordinance of Spalding County, Georgia shall become effective immediately upon adoption of this resolution.

Section 5: All Ordinances or resolutions in conflict herewith shall be and are hereby repealed.

X. OLD BUSINESS

1. Consider approval of contract amendment for the Community Services Block Grant to increase the anticipated grant fund by \$5,012.61.

Motion/second by Flowers-Taylor/Gilreath carried by a vote of 5-0.

**STATE OF GEORGIA
DEPARTMENT OF HUMAN SERVICES
CONTRACT AMENDMENT**

The Department of Human Services contract identified below is amended as indicated within this contract amendment. The effective date of this amendment is May 1, 2011. All other provisions of the contract remain unchanged.

DEPARTMENT ADMINISTRATIVE INFORMATION:

DHS CONTRACT #42700-040-0000006812

DHS REQUISITION#0000008380

Expense X

Total Obligation: \$5,012.61

Federal: \$5,012.61

State: \$ _____

Match:\$ _____

Contractor's FEI #: 58-6000886

Contractor's FY End Date: 03/31

Contractor's Entity Type: Public

NIGP Code: 95243

DHS Program Code: 308

Equip. Inv. Locator #: N/A

CFDA #: 93.569

SECTION I GENERAL CONTRACT PROVISIONS:

SECTION IA

PARA #101 CONTRACT BETWEEN:

This contract is made and entered into by and between the **Department of Human Services, through its Family and Children Services**, (responsibilities and obligations pursuant to this contract will be performed by the Department's division/office identified above and by the sub-unit and individuals identified in Paragraph #103 of this contract), an agency of the State of Georgia legally empowered to contract pursuant to the Official Code of Georgia Annotated, Section 49-2-1 and as otherwise identified in Section II of this contract (if applicable), and hereinafter referred to as the DEPARTMENT;

AND

SPALDING COUNTY BOARD OF COMMISSIONERS

119 East Solomon Street NE

Griffin, Georgia 30223-3311

legally empowered to contract pursuant to the laws of the State of Georgia, and hereinafter referred to as the CONTRACTOR.

This contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Fulton County, State of Georgia.

It is the policy of the State of Georgia that minority business enterprises shall have the maximum opportunity to participate in the State purchasing and contracting process. Therefore, the State of Georgia encourages all minority business enterprises to compete for contracts for goods, services, and construction. Also, the State encourages all companies to sub-contract portions of any State contract to minority business enterprises. Contractors who utilize qualified minority subcontractors may qualify for a Georgia state income tax deduction for qualified payments made to minority subcontractors. See O.C.G.A. Section 48-7-38.

Nothing contained in this contract shall be construed to constitute the Contractor or any of its employees, agents, or subcontractors as a partner, employee, or agent of the Department, nor shall either party to this contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

DHS Contract Paragraph#201A, item 2, Section II

AS READS

A. The Contractor agrees:

2. That the Detailed Project Application Plan (PAP) for CSBG funding, approved by the Department, is by reference made a part of this contract, and is attached hereto as Annex D.

IS AMENDED TO READ

A. The Contractor agrees:

2. That the Detailed Project Application Plan (PAP) and Addendum to Detailed Project Application Plan (PAP) for CSBG funding, approved by the Department, are by reference made a part of this contract, and are attached hereto as Annex D and Annex D-1, respectively.

DHS Contract Paragraph #301, Section III

AS READS

SECTION III CONTRACT PAYMENT PROVISIONS
PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:
(301C) 3/1/92

The total approved budget for this contract is \$ 123,683.00. The Department will make payments to the Contractor based upon reimbursement for expenses incurred which are within the approved budget. Total contract reimbursement for expenses shall not exceed \$ 123,683.00.

IS AMENDED TO READ

PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:
(301C) 3/1/92

The total approved budget for this contract is \$ 128,695.61. The Department will make payments to the Contractor based upon reimbursement for expenses incurred which are within the approved budget. Total contract reimbursement for expenses shall not exceed \$ 128,695.61.

DHS Contract Paragraph #501, Section V

AS READS

SECTION V:
PARA #501 CONTRACT ANNEX INCLUSION:
(501) 3/17/03

This contract includes annexes as listed below, which are hereto attached:

- | | |
|---------|---|
| Annex A | Service Delivery Sites |
| Annex B | Certification Regarding Lobbying |
| Annex C | Debarment Certification |
| Annex D | Detailed Project Application Plan (PAP) |
| Annex E | Contract Budget and Cumulative Expenditure Report |
| Annex F | Programmatic Report |
| Annex G | DHS Fidelity Bond Contract Annex Cover Sheet |
| Annex H | HIPAA Business Associate Agreement |
| Annex I | Georgia Security and Immigration Compliance Act Affidavit |
| Annex J | Notice Concerning Critical Incident Reporting |
| Annex K | Contractor Resolution |

IS AMENDED TO READ

PARA #501 CONTRACT ANNEX INCLUSION:

(501) 3/17/03

This contract includes annexes as listed below, which are hereto attached:

- Annex A Service Delivery Sites
- Annex B Certification Regarding Lobbying
- Annex C Debarment Certification
- Annex D Detailed Project Application Plan (PAP)
- Annex D-1 Addendum to Detailed Project Application Plan (PAP)
- Annex E Contract Budget and Cumulative Expenditure Report
- Annex F Programmatic Report
- Annex G DHS Fidelity Bond Contract Annex Cover Sheet
- Annex H HIPAA Business Associate Agreement
- Annex I Georgia Security and Immigration Compliance Act Affidavit
- Annex J Notice Concerning Critical Incident Reporting
- Annex K Contractor Resolution

DHS Contract amended to ADD **Annex D-1**, entitled Addendum to Detailed Project Application Plan (PAP).

DHS Contract **Annex E** is DELETED and REPLACED by the attached **Annex E**, entitled Contract Budget and Monthly Cumulative Contract Expenditure Report.

SIGNATURES TO CONTRACT BETWEEN THE DEPARTMENT OF HUMAN SERVICES

AND

SPALDING COUNTY BOARD OF COMMISSIONERS

CONTRACTS WITH COUNTIES

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

I, the undersigned Commissioner of Spalding County Board of Commissioners, certify that this contract is entered in Book No. _____, Page No. _____, of the official minutes of the Commission of _____ County.

CONTRACTOR EXECUTION:

Signature

Date signed by Contractor

*Typed name of individual signing
Chairman, Commission of _____ County

DATE: _____

Attestor's signature

Attestor's typed name

**Title of Attestor

DEPARTMENTAL EXECUTION:

Department of Human Services

Clyde L. Reese, III, Esq.

Signed by the Department

Division/Office Director

Signature

Signed by the Department

*Must be Chairman or sole Commissioner.

**Must be Clerk of Commission.

2. Consider approval of Local State Route Acceptance Resolution regarding SR-155.

Mr. Gilreath stated that relocating SR-155 was not in the best interest of the county. He asked for this item to be tabled until the board and the DOT can explore other options. He further stated that no study had ever been done regarding this topic. He stated he would like to table it for an indefinite period of time.

Mr. Ray stated that a study would not make a difference it would only prolong this item. He has worked with William Wilson & Chairman Eddie Freeman for a solution and to date nothing has come back that would help.

Mrs. Flowers-Taylor commented that the City of Griffin residents are just as much county residents as anybody else. This comment was in response to a couple of public citizen comments However she does have passion for the citizens that live in this area.

Motion/second by Gilreath/Gardner to table this item. Motion fails 1-4 with Gilreath being the only one voting in favor of tabling. Motion/Second by Gardner/Gilreath to deny approval. Motion failed with a vote of 2-3 with Ray, Flowers-Taylor & Freeman opposing. Motion/Second by Ray/Flowers-Taylor to approve. Motion Carried by vote of 3-2 with Gilreath/Gardner opposing.

3483

66(621R)

LOCAL STATE ROUTE ACCEPTANCE RESOLUTION

GEORGIA, Spalding County and the City of Griffin.

WHEREAS, the Chairman of the Board of Commissioners of Spalding County (hereinafter called the County) and the Mayor of the City of Griffin (hereinafter called the City) are being notified that the Georgia Department of Transportation (hereinafter called the Department) intends to relocate a section of State Route 155 in said County as described in Notice of Intent 3483 as shown on the sketch map attached thereto; and

WHEREAS, the County and City will accept as appropriate for ownership, maintenance, utility accommodation, and as part of their local road systems the old section of State Route 155 that will remain open as a public road when removed from the State Highway System; and

WHEREAS, upon execution of Order 3483, the County and City shall accept title and ownership of the property on the section of State Route 155 being removed from the State Highway System; and

WHEREAS, the implementation of these State Highway System revisions are contingent upon the execution of this Resolution.

NOW, THEREFORE, IT IS RESOLVED that the County and City will execute this Resolution and that a signed copy of this Resolution be furnished to the Department.

FOR SPALDING COUNTY TO SIGN AND RETURN TO DOT

3483
66(621R)

This _____ day of _____, 2011

Chairman, Spalding County
Board of Commissioners

Attest: _____
Clerk, Spalding County

This _____ day of _____, 2011

Mayor, City of Griffin

Attest: _____
Clerk, City of Griffin

XI. NEW BUSINESS

1. Consider acceptance of resignation of Kimberly Goldberg from the Parks and Recreation Advisory Commission.

The Advisory Board would like to discuss the possibility of reducing the size of the commission at its next meeting. If a reduction in size is recommended, that recommendation will come before the Board for approval at a later date.

Motion/second by Flowers-Taylor/Ray to approve and carried 4-1 with Gilreath opposing.

2. Consider acceptance of resignation of Stephanie Wischhof from the Griffin-Spalding Library Board of Trustees.

Motion/second by Flowers-Taylor/Gardner to approve and carried 4-1 with Gilreath opposing.

3. Consider appointment of Nancy Gresham to the Griffin-Spalding Library Board of Trustees to fill the vacancy left by Stephanie Wischhof. This is for a term that is set to expire 12/31/11.

Motion/second by Flowers-Taylor/Ray to approve and carried 4-1 with Gilreath opposing.

4. Consider approval of contract with Wolverton and Associates for a traffic study to be performed at the site of the new senior citizens center.

County Attorney Jim Fortune recommended that indemnity language be removed prior to approval and that there be specifics on price rather than a lump sum.

Motion/second by Gardner/Flowers-Taylor to approve with the changes of indemnity language and obtaining specifics on price. Carried by 4-1 with Gilreath opposing.

May 18, 2011

Mr. William Wilson
County Manager
Spalding County
119 East Solomon Street
Griffin, GA 30224

RE: Traffic Engineering Proposal for a Traffic Study
New Senior Citizens Center, Spalding County, GA
W&A Project No. 11-711, W&A Proposal No. 2011-241

Dear Mr. Wilson,

Wolverton & Associates, Inc. (W&A) is pleased to submit this traffic engineering services proposal for a traffic study to determine the impacts of a new senior citizens center to be located at 921 Memorial Drive in Spalding County, GA. The proposed project will redevelop approximately 34,000 SF of an existing shopping center and make improvements to the parking lot in order to accommodate the new facility.

W&A reserves the right to review and subsequently revise this proposal in the event of change to the services proposed below.

This proposal is based on the following Scope of Services:

IV. PROPOSED SCOPE OF SERVICES

Wolverton & Associates, Inc. (W&A) will provide the following services:

Phase 1650: Traffic Study

W&A will provide an operational analysis, including capacity analysis, traffic signal warrant analysis and roundabout analysis, to GDOT standards for the existing ingress/egress of the proposed redevelopment. This comprehensive study will detail recommended operational improvements so that the existing roadway network and driveways function at an acceptable Level of Service (LOS), once the new center is placed into operation.

Currently, the existing shopping center maintains three (3) full-access driveways. This study will determine the ingress/egress needs for the proposed facility and make recommendations as to the number of driveways, configuration of said driveways, as well as the safest and most efficient control method to accommodate vehicular traffic.

A 24-hour tube count will be collected along SR 16/Memorial Drive.

The collected volumes will be used to model the existing traffic volume in the area as well as to determine how the newly generated trips from the proposed restaurant will access the site. Once the new trips have been distributed to the existing roadway network, a model will be created to analyze the impact of the proposed facility. From this analysis, a report will be generated to summarize the findings and make recommendations to mitigate the impact of any newly generated traffic.

The following lump sum fee schedule is prepared in concert with the scope of services described above.

V. PROPOSED FEE

Phase 1650: Traffic Study	\$9,850.00
Total.....	\$9,850.00

The traffic study shall be submitted to GDOT for review and subsequent approval of the study findings. W&A shall make any revisions to the analysis requested by the County in order to complete the project.

We anticipate completing and submitting the traffic study within two (2) weeks from receiving the Notice-to-Proceed. Any comments received from GDOT will be promptly addressed.

Any services outside those outlined in this proposal can be performed by Wolverton & Associates, Inc. by a separate proposal.

Invoices will be sent on a monthly basis with payment expected within thirty (30) days of billing date. Interest will be added to all past due accounts at the rate of 1.5% for each month of delinquency.

This proposal was prepared with the intent of addressing your specific needs and concerns thus far identified. Wolverton & Associates, Inc. appreciates the opportunity to submit this proposal for traffic engineering services. If this agreement is acceptable, we ask that you sign the attached subcontract and return a fully executed copy to us.

Sincerely,

Wolverton & Associates, Inc.

Jeff Legg
Director of Traffic Engineering

JL: kg

Attachments: Standard Charges Sheet – 2011
Terms and Conditions



VI. STANDARD CHARGES SHEET

ENGINEERING SERVICES/HOURLY RATES

Principal.....	\$ 175.00/hour
Professional Engineer/Registered Land Surveyor/ Registered Landscape Architect	\$105.00 – \$ 165.00/hour
Engineer, E.I.T.	\$75.00 – \$ 120.00/hour
Land Surveyor, L.S.I.T./SUE Project Manager.	\$75.00 – \$ 135.00/hour
Survey Crew.....	\$120.00 – \$ 185.00/hour
Field Representative	\$ 75.00 – \$ 95.00/hour
CAD Technician/Designer.....	\$65.00 – \$ 105.00/hour
SUE Designator.....	\$ 60.00 – \$ 80.00/hour
Administration/Clerical	\$45.00 – \$65.00/hour

REIMBURSABLE EXPENSES

Reproduction, Postage, Overnight Delivery, Courier Service, Long Distance Telephone Calls.....	At Cost
Travel out of town	At Cost
Travel in town	Current IRS Standard Mileage Rate

REMARKS

Service and fees not listed above will be quoted upon request.

Invoices will be submitted once a month for services rendered during the previous month.

Payment will be due within thirty (30) days of invoice date. Interest will be added to delinquent accounts at the rate of 1.5% for each month of delinquency.

2011

TERMS AND CONDITIONS OF AGREEMENT

This **AGREEMENT** made and entered into this 18th day of May, 2011 by and between Wolverton & Associates, Inc., with offices at 6745 Sugarloaf Parkway, Suite 100, Duluth, GA 30097 hereinafter referred to as "**W&A**", and Spalding County, with a mailing address of 119 E Solomon St, Griffin, GA 30223 hereinafter referred to as "**CLIENT**".

WHEREAS, the **CLIENT** desires to engage the services of **W&A** to furnish traffic engineering services related to the redevelopment of a commercial property located at 921 Memorial Drive in Spalding County, Georgia as set forth in the Letter Agreement dated May 18, 2011 to which these **TERMS AND CONDITIONS** are attached; and

WHEREAS, **W&A** has signified its willingness to provide the aforesaid services for the **CLIENT**;

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be bound legally, do hereby agree as follows:

A. Performance of Services

W&A agrees to perform those services outlined in the Letter Agreement to which these **TERMS AND CONDITIONS** are attached.

W&A will perform the work with a degree of skill and care that is required by generally accepted professional standards. All warranties, other than express warranties specified in the **AGREEMENT**, including the implied warranties of merchantability and fitness for a particular purpose, are hereby expressly disclaimed and excluded. **W&A** makes no warranties express or implied, representation, or guarantee with respect to forecasts, recommendations, and analysis that may be based in whole or in part on assumptions that include predictions of future events.

The services to be performed outlined in the Letter Agreement shall be commenced on the date of execution of this **AGREEMENT**. The services shall be concluded upon the completion of the project outlined in the Letter Agreement.

If modifications become necessary during the performance of the work specified in the Letter Agreement, such modifications shall be valid only when authorized in writing by the **CLIENT**. In the event **W&A** is authorized by the **CLIENT** to perform services in addition to those described in the Letter Agreement, such services shall be performed by **W&A** based upon an amount agreed upon prior to the performance of the modified services.

If included in Scope of Services, in the Letter Agreement **W&A** will prepare an estimate of the probable construction cost of the project. Since **W&A** has no control over the cost of labor, materials, or equipment; the contractor's methods of determining prices; or competitive bidding or market conditions, **W&A's** opinions of probable costs are to be made on the basis of its experience and qualifications and represent its professional judgment as a design professional familiar with the construction industry. **W&A** cannot and does not guarantee that actual proposals, bids, or construction costs will not vary from opinions of probable cost prepared by **W&A**. If the **CLIENT** wishes greater assurance as to the construction costs, the **CLIENT** shall employ an independent cost estimator at the **CLIENT'S** expense.

B. Services to be Provided by the Client

Any information, data, reports, records, and maps which are available, and which are useful for carrying out the work on this assignment shall be promptly furnished to **W&A**, by the **CLIENT**. Specific services and materials to be provided to **W&A**, by the **CLIENT**, are outlined in the Letter Agreement to which these **TERMS AND CONDITIONS** are attached.

W&A shall not be responsible for the accuracy or validity of information that it obtains from others in connection with the performances of the services for the **CLIENT**.

C. Limitation of Liabilities

W&A shall not be liable for any damages caused by delays in the performance of its services to the **CLIENT**, which result from events which are beyond its reasonable control. For purposes of this **AGREEMENT**, these events shall include, but not be limited to, adverse weather conditions, floods, fire, war, riot, acts of terrorism, strikes, lockouts, unknown site conditions, accidents, loss of permits, court orders, and acts of God. Should such events occur, the parties to this **AGREEMENT** shall mutually agree on the terms and conditions upon which the work may be continued.

It is understood and agreed that the maximum liability of **W&A** with respect to or arising out of the obligations hereunder and any duty assumed relative to the obligations arising out of this

AGREEMENT, whether explicit, implicit, or contemplated, shall be limited to the amount of \$30,000 and no default or breach of covenant or duty shall impose or subject **W&A** to a greater liability. **W&A** shall not be liable to **CLIENT** or any other party for any lost profits or consequential or indirect damages whether **W&A** had notice of the possibility of such damages or not.

During the completion of the project set forth in the Letter Agreement, **W&A** shall carry and maintain in force workers' compensation and employers' liability insurance in accordance with the law, and comprehensive general and automobile liability insurance covering injury or death of persons and property damage. Upon request by **CLIENT**, **W&A** shall furnish or have its insurance carrier furnish certified copies of such insurance policies.

W&A shall have no responsibility for the means, methods, sequence, and technique of construction. **W&A** shall have no responsibility for safety on the project's site.

W&A shall indemnify and hold **CLIENT** harmless from any claims, demands, and causes of action asserted against **CLIENT** by any person, including **W&A'S** employees, for personal injury, death, or loss or damage to property resulting from **W&A'S** negligence or willful misconduct.

This **AGREEMENT** shall be governed by, and the legal relations between the parties determined in accordance with the laws of the State of Georgia. By execution of this **AGREEMENT**, **CLIENT** consents to personal jurisdiction and venue in the courts in the State of Georgia. **CLIENT** also consents to personal jurisdiction of the U.S. District Court for the State of Georgia if some basis for federal jurisdiction exists such as diversity of citizenship. Any arbitration or other dispute between the parties hereto relating to this **AGREEMENT** shall take place in the State of Georgia.

The provisions of this **AGREEMENT** shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof. If any provision of this **AGREEMENT** shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

D. Prices - Payment Conditions

W&A shall be reimbursed for services rendered in the performance of this assignment, in accordance with the fee structure as set forth in the Letter Agreement to which these **TERMS AND CONDITIONS OF AGREEMENT** are attached. The parties agree that any amounts payable under this **AGREEMENT** shall not be contingent upon receipt of any other payments from any third party. The Lump Sum Fee shall not exceed **\$9,850**.

W&A reserves the right to modify our standard fee structure for the services to be rendered as outlined in the Letter Agreement to which these **TERMS AND CONDITIONS OF AGREEMENT** are attached should the **CLIENT** not authorize **W&A** to begin work on the services outlined in the attached Letter Agreement within a ninety (90) day period from the date which this **AGREEMENT** was entered into between **W&A** and **CLIENT**.

All Direct expenses incurred by **W&A** in connection with the performance of its services for **CLIENT** shall be included in the amount of the lump sum fee.

All invoices from **W&A** to the **CLIENT** for services performed shall be paid within thirty (30) days after being received by **CLIENT**, and such payment shall not be contingent or dependent upon any conditions (including, without limitation, the approval by any governmental entity) of any action or undertaking of the **CLIENT** other than those conditions, if any, specifically set forth in the Letter Agreement. All payments of invoices shall be submitted to the following address: Wolverton & Associates, Inc., 6745 Sugarloaf Parkway, Suite 100, Duluth, GA 30097.

CLIENT agrees to pay interest at the rate of 1.5% per month on all amounts which are overdue. In addition, in the event that any invoice remains unpaid for more than thirty (30) days, **W&A** reserves the right to cease performing services for the **CLIENT** and to retain all documentation

prepared by **W&A** for or on behalf of the **CLIENT**. In the event Wolverton & Associates, Inc. collects any amount from the client by or through an attorney, the client shall pay Wolverton & Associates, Inc.'s attorney's fees in the amount of 15% of the principal and interest pursuant to O.C.G.A. §13-1-11.

CLIENT, at **CLIENT'S** expense, shall pay all taxes imposed by reason of the project to be completed by **CLIENT**, including but not limited to all sales and use taxes, licenses, fees, income, franchise, and personal property taxes.

E. General Provisions

This **AGREEMENT** may be terminated for any reason by **CLIENT** upon written notification to **W&A**. The date of termination shall be no earlier than 30 days after receipt of such written notification. Upon termination of this **AGREEMENT**, **W&A** shall be compensated for all work performed and expenses incurred prior to the date of termination.

Any notice required to be given pursuant to this **AGREEMENT** shall be deemed properly given when delivered in writing personally or deposited in the U.S. Mail addressed to **W&A** at the address set forth below, with the postage fully prepaid.

W&A: Wolverton & Associates, Inc.
6745 Sugarloaf Parkway
Suite 100
Duluth, GA 30097

CLIENT: Spalding County
119 East Solomon Street
Griffin, GA 30224

The assignment of this **AGREEMENT** or any money or interest due under this **AGREEMENT** by either party shall be void without the prior consent of the other party.

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

This Agreement consists of the Letter Agreement, Standard Charges Sheet, and these Terms and Conditions. This Agreement constitutes the entire Agreement between the parties, supersedes all previous communications, written or oral, and may not be changed except by as mutually agreed to in writing.

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the **CLIENT** and **W&A** agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

The **CLIENT** and the **W&A** further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

If any clause or provision of this Agreement should be determined to be illegal, invalid, or enforceable, it is expressly agreed by the parties hereto that the remainder of the Agreement for Consulting Services shall not be affected thereby and all other terms shall remain in full force and effect. No presumption shall be deemed to exist in favor or against either party hereto as a result of the preparation or negotiation of this Agreement.

CLIENT agrees that all drawings, plans, field notes, specifications, computer programs and printouts, and other documents developed by **W&A** in connection with this project shall be the

property of **CLIENT**. **CLIENT** may retain a copy of each such document, but **CLIENT** shall not use such documentation on any project without the written consent of **W&A**.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the **CLIENT** nor **W&A**, their respective officers, directors, partners, employees, contractors or sub consultants shall be liable or make any claim to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.

Neither party is entitled to use the trade mark or trade name of the other, or any other symbols of the other in advertisements, brochures, releases, or similar materials without the written consent of the **OWNER**.

The failure of either party to insist upon strict compliance with the terms hereof shall not be deemed a waiver of any right hereunder, unless such waiver is contained in writing signed by both parties.

The parties have made and entered into this **AGREEMENT** as of the date first above written.

SPALDING COUNTY

WOLVERTON & ASSOCIATES, INC.

By: _____
Authorized Signature (Person signing is duly
authorized by law to sign on behalf of entity.)

Joseph R. Macrina, P.E.
Chief Operating Officer

Type/Print Name and Title

Date

Date

5. Consider approval of revised Lease Agreement for use of Sixth Street parking lot.

Mr. Wilson stated that the Board voted not to renew this lease at an earlier meeting in the year, but now the property owner has proposed revised terms.

Mrs. Flowers-Taylor stated that the City of Griffin gave permission to park behind the old jail so she questioned why the board is considering this contract.

Mr. Gilreath asked if the owners were willing to make improvements to the parking lot. Mr. Gilreath also questioned the number of cars that park there.

Mrs. Flowers-Taylor and Mr. Freeman both questioned why the owner was asking the county to pay ad valorem taxes on this property.

Motion/second by Flowers/Gardner to deny and carried 5-0.

6. Consider allowing sale and/or distribution of alcohol at the Park at Sixth during special events.

Mr. Wilson stated that this is not outlined in the current ordinance. Nothing in the ordinance prohibits the use of alcohol on county property. There is a clause in the personnel ordinance that prohibits the use of alcohol by county employees on county property.

Mr. Ray would like to deny the request unless liability insurance is obtained. Ms. Beams stated the county should be protected by the Recreational Properties Act, which provides immunity from liability when the public is given free access to property for recreational purposes.

Motion/second by Ray/Gilreath to deny motion. Motion failed on a 2-3 vote with Flowers-Taylor, Freeman and Gardner opposing. Motion/Second by Flowers-Taylor/Gardner to approve carried by a vote of 3-2 with Ray and Gilreath opposing.

7. Consider approval of request from Georgia Department of Transportation for support of a Roundabout at Old 85 Connector at Hollonville Road. This is located on SR 16.

There will be a public hearing on this item at a future date by the Georgia Department of Transportation. There will be no additional costs to the county for this roundabout.

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

8. Consider approval of contract request from Georgia Department of Transportation for Acquisition of Right of Way on Project BRZLB-2055-00(014) at CR 125/Smoak Rd. at Troublesome Creek.

Mr. Wilson stated that GDOT has agreed to pay 100% of the costs involved with the project if the county will agree to be responsible for acquiring the rights-of-way.

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

9. Consider approval of contract request from Georgia Department of Transportation for Acquisition of Right of Way on Project BRSLB-2083-00(002) at CR508/Jordan Hill Rd. at Troublesome Creek.

Mr. Wilson stated that GDOT has agreed to pay 100% of the costs involved with the project if the county will agree to be responsible for acquiring the rights-of-way. GDOT is trying to make arrangements for the approach to the bridge. There is a small section that is not paved. They will try and take the curves out so it can be paved more economically when the bridge is installed.

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

10. Consider approval of two agreements for services with Manley Acquisition Services for right of way acquisition on GDOT projects on Smoak Road and Jordan Hill Rd.

Mr. Wilson stated there are talks taking place with Pulte Homes about donating the right of way at the Jordan Hill bridge. Ms. Flowers-Taylor asked why the county is paying to have this service contracted for if the land is possibly going to be donated. Mr. Wilson stated there is research involved with obtaining these rights of way to make sure there is legal title, which can be very time consuming.

Ms. Flowers-Taylor asked what the difference is between negotiations of parcel and driveway. Mr. Wilson will get clarification on this item.

Motion/second by Ray/Gardner to approved and carried 5-0.

11. Consider authorizing scope of work with Linda Meggers for 2011 Redistricting Services.

Ms. Meggers handled redistricting issues for the State for years. After her retirement, she began working as a consultant. She has completed the City's redistricting plan and can have the County's finished in time for the summer special session of the General Assembly. She will charge \$50 per hour and estimates 15-20 hours to complete the project.

Mr. Wilson has asked Dr. Curtis Jones if the Board of Education would like to share the costs of this project since they have concurrent districts with the County. He further stated the Board of Commissioners will be involved with the entire process. If approved, he will get the files to her and have her redraw maps for the commissioners to review.

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

12. Consider recommendation from Board of Elections to relocate polling location from Flint River Regional Library to Cook's Shopping Center.

This item is at the request of Terry Colling. She feels the Cook's Shopping Center will be a more fitting location as it has a better parking situation. Library employees will not have to be involved with opening and closing the facility early as they do now. This will need Department of Justice approval if the commissioners approve.

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

13. Consider approval of the Memorandum of Understanding between Spalding County and the City of Griffin for a pavilion in the Park at Sixth.

DECLARATION OF TAKING

WHEREAS, Spalding County (hereinafter sometimes referred to as the "Condemnor") has made a finding that the circumstances in connection with acquiring certain easement rights in the above-styled matter are such that it is necessary to acquire by the declaration of taking method. (A certified copy of the Resolution Adopting the Declaration of Taking is attached as Exhibit "A".)

WHEREAS, the property rights to be acquired consist of:

- (a) Certain easement rights on, over, across, under and through the property of the owners, at the widths and lengths as shown on Exhibit "B" hereto attached, the descriptions of each of the easements shown on Exhibit "B" are hereby incorporated herein and made a part hereof by reference.
- (b) A non-exclusive permanent easement for ingress and egress for constructing, operating and maintaining an easement road to gain access to certain real property for the maintenance of an 800 MHz radio tower;
- (c) A temporary construction easement at the widths and lengths as shown in Exhibit "B" for ingress and egress during the period of construction, which period will not exceed 12 months from the date of the filing of the Petition of condemnation; and
- (d) An easement to clear, grade and construct all easement areas as shown in Exhibit "B".

The above-described easements are more particularly described in Exhibit "B" hereto attached and made a part hereof, and the descriptions of said easements as shown in said exhibit are hereby incorporated herein and made a part hereof by reference; and

WHEREAS, the property rights described are being acquired for the construction, operation, and maintenance of an easement road to allow the Condemnor to operate and maintain the County's 800 MHz radio system antennae. The Condemnor is duly authorized and empowered to acquire said easement rights. All questions of necessity

and public convenience with respect to said easement rights have heretofore been determined by the County; and

WHEREAS, O.C.G.A. §§ 32-2-4 through 32-3-20 provide for the acquisition of right of way easements by the declaration of taking method when the circumstances surrounding the acquisition create such a necessity; and

WHEREAS, the easement rights being acquired are for the use of the Condemnor, subject to the Order of Court provided for in O.C.G.A. Section 32-3-12; and

WHEREAS, the Condemnor has caused an investigation and report to be made by a competent land appraiser of the sum of money to be deposited in the Court as just and adequate compensation for the property rights being acquired, a copy of the appraiser's sworn affidavit being attached hereto as Exhibit "C" and made a part hereof by reference; and

WHEREAS, in accordance with the sworn affidavit of the land appraiser, the Condemnor estimates \$500.00 as just and adequate compensation to be paid for the property rights acquired as fully described in the attached Exhibit "B", and now deposits said sum in the registry of the Court for the use of the persons entitled.

NOW THEREFORE, the premises considered, the Condemnor, acting under the authority of O.C.G.A. §§ 32-3-4 through 32-3-20 and all other applicable laws of the State of Georgia, hereby declares that the property rights described in Exhibit "B", attached hereto and incorporated by reference, is taken for public purposes.

This _____ day of _____, 20____.

BECK, OWEN & MURRAY
Attorneys for Spalding County

James R. Fortune, Jr.
Ga. State Bar No.: 270300

One Griffin Center, Suite 600
100 South Hill Street
Griffin, Georgia 30223
770-227-4000

17. Consider approval of request for funding in the amount of \$5,000.00 from the Griffin-Spalding County Chamber of Commerce to be used to advertise and encourage attendance at the Dignity Vietnam Memorial Wall, which will be exhibited at Wyomia Tyus Olympic Park.

Mr. Wilson stated that the community was very fortunate to have the Vietnam Wall coming to the county.

Mr. Gilreath questioned the cost to the county for cleanup and reseeding. Mr. Wilson stated that there would not be any cost.

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

XII. REPORT OF COUNTY MANAGER

Commissioner Gilreath still needs to give his appointment for the ethics board. There are three dates that a representative from LPA Group can have a certified property acquisition specialist (for airport and federally funded property) available to make a presentation. These dates are June 6, 7, 8. The City of Griffin would also like to participate. Mr. Wilson will check with the City of Griffin for possible meeting on June 7th or 8th at 6:00 pm.

XIII. REPORT OF COMMISSIONERS

Flowers/Taylor- Thanked Glinda for her duties and welcomed Ricky Clark. She was very happy that the Vietnam Wall is coming here because she has family members whose names are on the wall. Mrs. Flowers stated that Wyomia Tyus Park is in need of attention. She would like to see the park watered and to look nice with visitors coming to see the wall. Mrs. Flowers-Taylor also wants to know what will be done with VA office. Mrs. Flowers-Taylor is very interested in finding out what plans are for an early warning system.

Gardner- Talked to people at Sun City about concerns with closed road in Henry County. The people of Sun City appreciate what Spalding County does and they want to be active in the community. Mr. Gardner encourages us to continue to remember the victims of the tornado. He also wants to commend all staff for their response to the tornado. Mr. Gardner thanked Glinda and welcomed Ricky.

Gilreath- None

Ray- Wanted to also thank staff for their work during the storm. Mr. Ray thanked the Griffin-Spalding Co School System for their work. Many citizens, churches etc. have come together for the benefit of storm victims. Now we are moving out of response to recovery. Thanks to all government entities. Thanks to Glinda.

Freeman- Echoed the tornado efforts by all staff. Mr. Freeman thanked all counties and volunteers that were involved. Mr. Freeman invited all commissioners to the ACCG District IV and VIII joint meeting in Muscogee County on June 22, 2011. Mr. Freeman also stated he had received a complaint from Mr. Swanton about trucks and the Hudson Road/Wilson Road intersection. Mr. Freeman has talked to the City about moving the utility poles at that intersection so it can be reconfigured.

XIV. CLOSED SESSION - None

XV. ADJOURNMENT-

Motion/Second by Ray/Gardner to adjourn at 8:20 p.m. and carried by vote of 5-0.

Chairman

County Clerk