

## EXTRAORDINARY SESSION

The Spalding County Board of Commissioners held their Extraordinary Session in Room 108 in the Courthouse Annex, Monday, January 23, 2012, beginning at 6:00 p.m. with Commissioner Flowers-Taylor presiding. Commissioners Bob Gilreath, Raymond Ray, Samuel Gardner and Eddie Freeman were present. Also present were County Manager William P. Wilson Jr., Administrative Services Director, Jinna Garrison, Attorney Stephanie Windham and Ex-Officio, County Clerk, Ricky L. Clark Jr. to record the minutes.

**I. OPENING (CALL TO ORDER) – Chairman, Gwen Flowers-Taylor**

**II. INVOCATION – Commissioner Samuel Gardner**

**III. PLEDGE TO FLAG – led by Commissioner Raymond Ray**

*Motion/Second by Gardner/Ray to amend agenda to consider approval of agreement with Wolverton & Associates to conduct traffic study/design for new Senior Center. Motion carried by all.*

**IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION-NONE**

**V. PRESENTATIONS OF FINANCIAL STATEMENTS**

**a. Consider approval of Financial Statements for the five month period ended November 30, 2011.**

After question from Commissioner Gilreath, Mr. Wilson advised that the financial statements ended November 31, 2011 were only 42% of the year. Mr. Wilson stated that revenues from taxes will begin to come in and be shown on the December & January Financial Statements. Ms. Garrison advised that the County did not have to do a tax anticipation note this year.

*Motion/Second by Ray/Gardner to approve Financial Statements for the five month period ended November 30, 2011.*

**VI. CITIZEN COMMENT**

Speakers must sign up prior to the meeting and provide their names, addresses and topic in which they will speak on. Speakers must direct all comments to the Board only. Speakers will be allotted three (3) minutes to speak on their chosen topics and relate to matters pertinent to the jurisdiction of the Board of the Commissioners. No questions will be asked by any of the commissioners during citizen comments. Outbursts from the audience will not be tolerated. Common courtesy and civility are expected at all times during the meeting.

Joe Bailey- 4079-H Newnan Road, Griffin, GA- Mr. Bailey said that over the past thirty (30) years he has purchased several acres from relatives and now has over one-hundred (100) acres. Before any additional land was purchased he checked with the Board of Assessors and was assured that his property would qualify under conservation use. Mr. Bailey currently own seven (7) parcels with three (3) of them being less than 10 acres all of which is being farmed and helping the economy of Spalding County. Mr. Bailey stated that he has hired workers to help with the upkeep of his farms and the money was inevitably returned back to the County. Under the previous rules he could add additional acreage but now this is not acceptable without putting all of the property under one centralized plat. Mr. Bailey stated for the people that financed smaller acreage they will be required to refinance with the bank and redo their loans. Mr. Bailey stated that the minimum acreage requirement approved by the Board gave property owners little knowledge before hand. He stated that the conservation use workshop should have been conducted prior to the Board taking a vote. Mr. Bailey compared the length of time it took the Board to adopt the County-Wide Animal Restraint Ordinance to the approval of the 25 acreage minimum for conservation use.

Rev. Charles Lovett- 155 Kendall Drive, Griffin-Georgia- Mr. Lovett stated that for several years residents have been having problems in the Kendall subdivision with excessive noise from motorcycles. Mr. Lovett has called the Sheriff, Commissioner Freeman, Chairman Flowers-Taylor & Code Enforcement for some type of resolution. Mr. Lovett advised that these motorcyclists ride within the neighborhood for five to six hours a day. 5. Being a resident for over 30 years, he feels like this issue has come to a head. Mr. Lovett requested the commissioners to help him solve the problem. Mr. Lovett also advised of someone in the subdivision tapping into the water lines.

Mr. Bobby Peurifoy- 917 South McDonough Road, Griffin-Georgia- Mr. Peurifoy stated that he realizes that the Board has already made their minds up about the airport authority. He stated that in considering the economic status this County is in, he would hope that the Board would use common sense about creation of this authority. Mr. Peurifoy stated that the Commission is dependent upon the TSPLOST to fund this project and stated that residents in the eastern part of the County would be not support another SPLOST. Mr. Peurifoy questioned the percentage of the population of Spalding County actually using the airport. Lastly, Mr. Peurifoy stated that the airport does not do anything but loose taxpayer money.

Jack Moore- 1449 Moore Road, Griffin, Georgia- Mr. Moore stated that he purchased his home 11-12 years ago and since has been rented out and renovated to add to the quality of life in the neighborhood. After he found out about the conservation use program he put his property under it. Mr. Moore thinks it's wrong to change the minimum acreage requirement now. He advised of an article in the newspaper where one or more of the Commissioners stated that people were getting by with not paying taxes. Mr. Moore stated that he has paid over \$2,000 in taxes last year. On the November 20, 2009 his wife gave 1.7 acres to the County to widen the road. Mr. Moore said that he lived in Clayton County for twenty-five (25) years and Fayette County for the next twenty-five (25) years and has seen more development come and still no taxes have been lowered. Mr. Moore advised that he sat on Taylor Street and listened twenty (20) minutes and saw eight (8) Griffin police cars three (3) with blue lights and there is not this amount of crime in his area. Mr. Moore stated that the main benefit he gets from being a County resident is being able to use Carver Road Recycle Center. He stated that its hard times for everybody and it's time for the County to stop taking people money. Mr. Moore wishes for people under conservation use, to be godfathered into the new requirement.

**VII. MINUTES –**

Consider approval of Minutes of the following: January 9, 2012 Regular Meeting

***Motion/Second by Gardner/Gilreath to approve minutes of the January 9, 2012 Regular Meeting. Motion carried by all.***

**VIII. CONSENT AGENDA**

- a. Consider approval on second reading of resolution amending Subparagraph C of Section 12-1002 of the Spalding County Code of Ordinances to clarify the definition of an abused animal.

**RESOLUTION TO AMEND SUBPARAGRAPH C OF SECTION 12-1002 OF THE SPALDING COUNTY CODE OF ORDINANCES**

By adding the following sentence at the end of said subsection:

**Sec. 12-1002 (c). Definitions of Chapter 1 Animal Control**

This subsection is not intended to require providing shelter for livestock as that term is defined in this code section.

BE IT SO RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

SPALDING COUNTY  
BOARD OF COMMISSIONERS  
\_\_\_\_\_  
Chairman

- b. Consider approval on second reading of resolution amending Section 12-1005, Restraint; Section 12-1006, Restraint Districts; Section 12-1007, Elimination of Restraint Districts; Section 12-1008, Restraint of Dangerous Animals; Section 12-1009, Restraint of Certain Animals.

**RESOLUTION TO AMEND SECTION 12-1005. RESTRAINT; SECTION 12-1006. RESTRAINT DISTRICTS; SECTION 12-1007. ELIMINATION OF RESTRAINT DISTRICTS; SECTION 12-1008. RESTRAINT OF DANGEROUS ANIMALS; AND SECTION 12-1009. RESTRAINT OF CERTAIN ANIMALS, OF THE SPALDING COUNTY CODE OF ORDINANCES**

Be it resolved to amend **Section 12-1005. Restraint; Section 12-1006. Restraint Districts; Section 12-1007. Elimination of Restraint Districts; Section 12-1008. Restraint of Dangerous Animals; Section 12-1009. Restraint of Certain Animals,** by striking said sections in their entirety and inserting in lieu thereof a new section to be denominated as Section 12-1005. Restraint, to read as follows:

**Sec. 12-1005. Restraint**

- (a) It shall be unlawful for any owner or possessor of any dog or cat to fail to keep the animal under restraint or control as provided for in this section.
- (b) An animal is considered not under restraint or control when it is running at large, whether wearing a collar and tag or not. Reasonable care and precautions shall be taken to prevent the animal from leaving the real property limits of its owner, possessor, or custodian. Acceptable methods of restraint include:
  - (1) It is securely and humanely enclosed within a house, building, fence, pen or other enclosure out of which it cannot climb, dig, jump, or otherwise escape on its own volition, at any time the animal is left unattended; or
  - (2) It is securely and humanely restrained by an invisible containment system. If using an invisible containment system, a sign must be posted on the property indicating that the system is in place; or
  - (3) It is on a leash and under the control of a competent person.
  - (4) It is securely and humanely attached to a trolley/runner system:
    - (a) Any tethering device must be a running cable line or trolley system, at least ten feet in length, and shall not allow the animal to come within five feet of the edge of the property line of the property upon which such animal is tethered;
    - (b) Tethers must be made of a substance which cannot be chewed by the animal and shall not weigh more than five percent of the body weight of the animal;
    - (c) The tether must have a swivel installed at each end and be attached to a stationary object that cannot be moved by the animal;
    - (d) The tether must be at least ten feet in length and mounted no more than seven feet above the ground level;
    - (e) The length of the tether from the running cable line or trolley system to the animal's collar should allow access to the maximum available exercise area and allow the animal free access to food, water, and shelter;
    - (f) The animal must be attached to the tether by a properly fitted harness or collar with enough room between the collar and the animal's throat through which two fingers may fit. Choke collars and pinch collars are prohibited for the purpose of tethering an animal;
    - (g) The trolley/runner system must be a sufficient distance from any other objects or animals to prohibit the tangling of the cable, to prohibit the cable from extending over an object or an edge that could result in injury or strangulation of the animal and be of sufficient distance from any fence so as to prohibit the animal from having access to the fence.
- (c) Except for temporary tethering during special events/occurrences, it shall be unlawful to tether a dog outdoors.

Tether meaning any chain, rope, leash, tie out, or wire designed to restrain an animal which is attached to an animal or an animal's collar or harness and is also attached to a stationary object.
- (d) The following precautions shall be taken by the owners, possessors, or custodians of potentially dangerous or dangerous animals:
  - (1) Except when being transported in, and securely confined within, a vehicle, no dangerous dog (or other animal) or a potentially dangerous dog or other animal shall be permitted outside a proper enclosure except:

- (a) Any dog classified as a dangerous dog, when permitted outside a proper enclosure shall
  - (1) Be attended by its owner, and
  - (2) Be restrained by a secure collar and leash (not to exceed six (6) feet in length), with both collar and leash of sufficient strength to prevent escape; and
  - (3) Be muzzled by a means sufficient to prevent biting other persons or domestic animals. The muzzle shall be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will prevent it from biting any person.
- (b) Any dog classified as a potentially dangerous dog, when permitted outside a proper enclosure, shall:
  - (1) Be attended by its owner; and
  - (2) Be restrained by a secure collar and leash as provided herein above.
- (2) Failure to keep any animal under restraint or control as provided for herein shall be unlawful and shall be punishable as herein after provided by this code of ordinances.
- (e) This ordinance shall not apply to any State licensed facilities and/or personnel following State law regarding restraint and control.

BE IT RESOLVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

SPALDING COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairman

- c. Consider approval on second reading of resolution amending Section 12-1002, Definitions, to define Proper Enclosures.

**RESOLUTION TO AMEND SECTION 12-1002. DEFINITIONS,  
OF THE SPALDING COUNTY CODE OF ORDINANCES**

Be it resolved to amend ***Section 12-1002. Definitions***, by striking subsection (y) in its entirety and inserting in lieu thereof a new subsection (y), to read as follows:

**Sec. 12-1002. Definitions.**

(y) Proper Enclosure:

1 (i) An enclosure for keeping any animal, including dangerous animals or potentially dangerous animals, as required by this chapter, while on the owner's property in a securely enclosed locked pen, fence, or structure suitable to prevent the animal from escaping. Any such enclosure shall also provide protection from the elements for the animal. The term proper enclosure shall not mean nor shall it include keeping a dangerous or potentially dangerous animal inside a house that is inhabited by human beings.

(ii) All dogs shall be provided with sanitary shelter from the elements.

(iii) Said shelter shall be designed, constructed, and maintained to protect the animal from rain, snow, ice, excessive temperatures, and direct sunlight.

(iv) Said shelter must allow the animal sufficient space to stand, turn around, lie down, and make all other normal body movements in a normal and comfortable position appropriate to the age, size, species, and health of the dog.

(v) For dogs up to 30 pounds, pen size should be a minimum of 36 square feet for the first dog and an additional 18 square feet for each additional dog of the same size or smaller sharing the same enclosure.

For the dogs from 31 to 60 pounds, pen size should be a minimum of 64 square feet for the first dog and an additional 32 square feet for each additional dog of the same size or smaller sharing the same enclosure.

For dogs from 61 pounds and up, pen size should be a minimum of 100 square feet for the first dog and an additional 50 square feet for each additional dog of the same size or smaller sharing the same enclosure.

(vi) Pens shall be located 50 feet from any dwelling other than the owner's or custodian's dwelling.

(vii) The owner must remove and dispose of animal excrement and food waste and debris so as to minimize vermin infestation, contamination, odors, and disease hazards.

(viii) All animals shall be provided with adequate care that must include constant access to fresh food, water, shelter, and veterinary care when necessary.

BE IT RESOLVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

SPALDING COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairman

- d. Consider approval on second reading of resolution amending Section 12-1002, Definitions, by amending subparagraph (j) defining an animal under restraint.

**RESOLUTION TO AMEND SUBPARAGRAPH (j) OF SECTION 12-1002. DEFINITIONS, OF THE SPALDING COUNTY CODE OF ORDINANCES**

Be it resolved to amend subparagraph (j) of **Section 12-1002. Definitions**, by striking subsection (j) in its entirety and inserting in lieu thereof a new subsection (y), to read as follows:

**Sec. 12-1002. Definitions.**

(j) Animal under restraint:

Any animal which is restrained in compliance with Section 12-1005 herein.

BE IT RESOLVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

SPALDING COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Chairman

***Motion/Second by Ray/Freeman to approve Consent Agenda. Carried by a vote of 4-1 with Commissioner Gilreath opposing.***

**IX. OLD BUSINESS**

- a. Consider appointment to the Griffin-Spalding Airport Advisory Board to fill the expired term of William Wilson.

***Motion/Second by Gardner/Freeman to appoint Larry Johnson to the Griffin- Spalding Airport Advisory Board to fill the term of William Wilson. Motion carried by a vote of 3-2 with Commissioner Gilreath & Ray opposing.***

- b. Discussion relative to the establishment of the 25 acreage requirement for conservation use exemption as approved by the Board.

County Manager William Wilson advised that commissioners asked for this item to be placed back on the agenda. Mr. Wilson noted that there was a consensus at the Conservation Use Workshop to setup a CUVA committee compiled of property owners, Board of Equalization representatives, Board of Assessors and Executive staff. Mr. Wilson noted that if a change were to be made it would be

effective next year. Mr. Wilson recommended that should the Board wish to change the minimum acreage requirement that it be done after budget time.

Commissioner Freeman requested Staff to remit to him the law concerning conservation use not being able to be changed until the following year.

Commissioner Ray recommended Mr. Joe Bailey being placed on the CUVA Committee. Mr. Ray stated that this committee would allow Commissioners to see issues relevant to conservation use and allow for more input before any additional changes or amendments were made. Commissioner Freeman suggested a representative from each district also being placed on the committee.

Chairman Flowers-Taylor stated that the workshop helped educate the Board however there are still several questions since the law concerning conservation use is so subjective. Mrs. Flowers-Taylor requested the Board to provide a timeline to staff rather than waiting until the end of the year for a decision. Commissioner Ray echoed stated that the Board should be formed by July.

***Board consensus to form a Conservation Use Committee compiled with members from the Board of Assessors, Board of Equalization, Staff & Citizens to discuss issues relative to conservation use. Committee to be established by July 1, 2012.***

## **X. NEW BUSINESS**

1. Consider adoption of the FY 2013 Budget Calendar.

Mr. Wilson noted that this year a budget committee is being formed compiled of staff members from various department. Mr. Wilson stated that the proposed calendar corresponds with the requirements from the State and that the first meeting will be in May should the Board approve.

Commissioner Freeman stated that he has no conflicts with the proposed calendar. Commissioner Gardner advised that he has fire fighter pension fund meetings in May and could possibly be late to some meetings. Chairman Flowers-Taylor questioned if staff will provide projected figures for insurance. Mr. Wilson advised that these numbers will be made available at the retreat in February.

***Motion/Second by Gardner/Ray to adopt FY 2013 Budget Calendar. Motion carried by all.***

2. Consider approval of an increase in the cost for covering abandoned wells in Spalding County.

Mr. Wilson stated that before 1994 nothing was charged to cover an abandoned well in Spalding County. In 1994 the fee was setup at \$50 because many people were doing away with there wells because of County water. Mr. Wilson noted that Jake Garner, Public Works Director, has been looking at cost for covering abandoned wells. Mr. Wilson stated that to cover an average well the cost is \$320.00 and staff is recommending increasing the fee from \$50 to \$150. Mr. Wilson stated that over the past six years we have only performed 32 well coverings.

Commissioner Freeman questioned if there is anything that addresses a hardships because you have people that move in rental housing that could possibly needs abandoned wells covered. Mr. Wilson advised this fee would be assessed to the property owner. Mr. Wilson stated that the law addresses covering abandoned wells. Mr. Wilson further noted that you still have the option to put concrete on top of the well.

Commissioner Ray eluded to the safety concern for abandoned wells not being covered. Mr. Ray said that the cost of rescue for a kid falling down the well is way greater than the fee of \$150 to cover it.

***Motion/Second by Gardner/Gilbreath to approve increased fee of \$150.00 for covering abandoned wells in Spalding County. Motion carried by all.***

3. Consider approval of the following resolutions for GEMA to allow for additional funding in the event of a disaster: Adoption of the 2012 Donated Goods Warehouse Operations Plan, Adoption of the 2012 Volunteer Coordination Plan, Adoption of the 2012 Debris Management Plan, Adoption of the 2012 Point of Distribution Plan for Emergency Commodities and Supplies.

Mr. Wilson stated that when Staff worked with GEMA we did not have written plans and was penalized by 2.5 %. DFACS, the Department of Revenue and GEMA have all reviewed the proposed plans. Mr. Wilson stated that adoption of these plans would allow Spalding County to receive an extra 2.5 % from GEMA.

Commissioner Ray stated that these are excellent plans. Chairman Flowers-Taylor echoed stating that these plans render guidelines and also provides for additional funding.

***Motion/Second by Gardner/Freeman to approve the following resolutions for GEMA to allow for additional funding in the event of a disaster: Adoption of the 2012 Donated Goods Warehouse Operations Plan, Adoption of the 2012 Volunteer Coordination Plan, Adoption of the 2012 Debris Management Plan, Adoption of the 2012 Point of Distribution Plan for Emergency Commodities and Supplies. Motion carried by all.***

4. Consider approval of joint resolution authorizing recommending the formation of the Griffin-Spalding Airport Authority and authorizing introduction of Local Legislation to create such authority.

Mr. Wilson stated that there has been a lot of discussion regarding the creation of an airport authority. Mr. Wilson advised that Dave Lamb, Chairman, Spalding County Water Authority is present and would like to address the Board because the current resolution calls for annexation into the City of Griffin and several other issues relative to the Water Authority.

Dave Lamb- 1702 Quail Drive Griffin, Georgia- Mr. Lamb stated that he is coming as a concerned member of the Authority and has not had the chance to address all issues with Water Authority members. Mr. Lamb stated that currently Spalding County and the City of Griffin have wastewater management plans in which divides service areas and the proposed airport site is in the Water Authority's coverage area. Mr. Lamb stated that the Springs Wastewater Treatment Plant was acquired three years ago and it is currently serving 6-7 houses and will also serve the Highland Mill area within the next year. Mr. Lamb advised that this plant is capable of also servicing the North Hill Street Corridor. Stated that there is potential for growth. Mr. Lamb stated that the plant currently is producing 20-25,000 gallons a day. Mr. Lamb further stated that the Authority knew this plant could not be put to use immediately and there are plans to pump to the Springs Plan. Mr. Lamb stated that to operate a system economically it requires density and we cannot continue to give out density. Mr. Lamb advised that density can be seen within the Sun City Subdivision and along the 19/41 corridor north. Mr. Lamb stated that the Water Authority needs to be able to provide competitive services. Mr. Lamb further advised that there is a bond obligation and its designed on growth. The more growth cut off, the more potential for higher rates for County residents.

Mr. Wilson stated there were some questions about eminent domain. Mr. Wilson stated the resolution adopting an airport authority excludes eminent domain and that the City would not have eminent domain. Mr. Wilson advised that there were also questions regarding the sale of property. Mr. Wilson stated that only property needed for the airport and its roadway as outlined will be acquired; no additional property. Mr. Wilson informed the Board that under paragraph four (4) of the resolution in which addresses annexation it could be struck in its entirety if the Board wishes.

Commissioner Gardner stated that he would be more comfortable if the text allowing annexation was removed.

Commissioner Ray stated that the purpose of this resolution is for it to be presented to legislative delegation for them to enact in the next legislative session

Mr. Wilson stated that Rep. Knight has been contacted to introduce local legislation. Mr. Wilson also stated that there is a policy that Representatives cannot not introduce local legislation unless both entities ask them to and this resolution

does just that. Mr. Wilson stated that the City has intimated that annexation is a major issues in them considering participation in this joint project.

Commissioner Gilreath questioned if Kenny Smith, City Manager, stated that if annexation was not approved the City would pull out. Mr. Wilson stated that Mr. Smith might have said it in a meeting with County Manager or a meeting with consultants. Both the Chairman and County Manger attended these meetings and never committed to annexation.

Commissioner Freeman stated that in discussion he was an advocate of the Authority because there would not be a city and county vote. Mr. Freeman stated that they were only looking at establishing an authority.

Mr. Wilson noted that the Airport Advisory committee recommended to both the City and County that an Airport Authority be formed. Mr. Wilson stated that the main reason for this Authority was that there has been an ex-officio City/County member on the Airport Advisory committee appointed by chairs of both boards, that were not able to vote even though funding was split 50/50. Mr. Wilson advised of a meeting with Eddie Freeman, Mayor Todd, Kenny Smith and both City & County attorneys. At this meeting it was recommended that there be two sitting City/County members on this authority; allowing them the right to vote. Mr. Wilson stated that of the nine (9) members of the Authority, four (4) would be elected officials that would share in the operational cost of the new airport. Mr. Wilson stated the main reason for annexation was financing. Mr. Wilson advised that when the TSPLOST passes it goes over a 5-6 year period. The property needed for the airport needs to be acquired within the next twelve (12) months. DOT has said that until you bring us the property we will not reimburse you any of the money. Mr. Wilson noted that should the TSPLOST not pass the City/County would have to find another way of funding the airport possible long term bonds in which the City/County would have to pledge payment similar to that of the Industrial Authority which added a 1 mil. of tax. Mr. Wilson stated that should the board choose to take out annexation and should the City decide not to participate and the Commission wished to move forward, the County would have the full brunt of financing.

Commissioner Gilreath questioned the reasoning for a new airport. Mr. Gilreath stated that citizens have not been shown a reason as to why an airport is needed. Mr. Gilreath said that taxpayers have been funding the airport for thirty-five (35) years and tax payers money is still needed. Mr. Wilson advised that a previous Board voted to move ahead with the new airport voted and both Boards agreed. Mr. Gilreath stated that the vote was to see if an airport was needed. Chairman Flowers-Taylor advised that the vote was in fact to move forward with the airport and land acquisition. Mrs. Flowers-Taylor also stated that at an April 7, 2011 joint City/County meeting, Commissioner Ray made a motion, seconded by Chairman Freeman to move forward with the airport. Mr. Flowers-Taylor Stated that we have had tons of people upset and conducted many meeting and at this point its incorrect to state that we have not decided to move forward.

After question from Mr. Gilreath, Robert Mohl, Airport Director advised that the airport has never broken even and that both City/County has offset funding for the airport.

Mr. Gilreath also questioned who would pay for the maintenance and operation of the new airport. Mr. Mohl stated that a brand new facility is cheaper to operate because its newer infrastructure and newer equipment that inevitably would require less maintenance.

Mr. Gilreath also questioned if Mr. Mohl could honestly show were a new airport would bring money to this County and reduce spending of the tax payer dollar. Mr. Mohl stated that he has shown using the 2009 tax base, that if we had the infrastructure that could support four (4) jets we would bring in the ad valorem tax.

Commissioner Gilreath stated that if the airport had been sustaining itself he would have no problem with it. Mr. Mohl stated that in order to have a profitable airport you must have one in which the infrastructure is big enough to sustain it.

After question from Commission Ray, Legal Counsel Stephanie Windham advised that annexation could be deleted from the resolution and you could proceed in recommending to legislation for an Airport Authority.

Commissioner Flowers-Taylor stated that annexation should be taken out of the resolution. Mrs. Flowers-Taylor stated that the final paragraph states that the City and County agree to jointly fund, in equal budgeted amounts, the annual operating budget for the Airport Authority until such a time as it is able to be self-sustaining. Mrs. Flowers-Taylor questioned if we needed to agree to this. Mr. Wilson stated this was put in there because currently there is only a gentleman's agreement to fund the airport and it's a budgeted item each year. Mr. Wilson stated that it has always been funded except for one year. Mrs. Flowers-Taylor stated that she understands it needs to be funded but she doesn't like the idea of it being funded for a long term period. Mrs. Flowers-Taylor requests that the airport provide a timeline on becoming self-sustaining. Mr. Mohl will research how long it has taken other airports to become fully operable. Mr. Mohl will also look at rate structures and designers to get estimates of hangars. Lastly, Mr. Mohl will analyze commercial zone vs. private zones to get a better revenue projection. The airport layout plan will be done over the next six months.

Mr. Wilson stated that the resolution does not bind us to provide funding for a number of years and advised that there is additional federal funding that has been provided since 1939. The City/County has agreed that if the airport is ever not being used they have pledged to pay the money back. Mr. Mohl stated that if the airport were closed, both the City and County would have to pay 95% back to the federal government, roughly 22 million dollars. Commissioner Gilreath stated he would like to see something in writing from the federal government stating this. Mr. Wilson advised this money would go back to pay debt service.

Commissioner Gilreath requested looking at the County solely owning the Airport.

After a question from Commissioner Ray regarding eminent domain, Mr. Wilson advised that no property in excess would be acquired and that both Boards would have to declare the airport as surplus.

**JOINT RESOLUTION  
OF THE  
COUNTY OF SPALDING  
AND  
CITY OF GRIFFIN  
RECOMMENDING FORMATION OF  
THE GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY**

THIS RESOLUTION, jointly made and entered by and between the COUNTY OF SPALDING, a political subdivision of the State of Georgia, and the CITY OF GRIFFIN, a Georgia municipal corporation wholly situated within Spalding County, Georgia, provides as follows:

**WHEREAS**, the County of Spalding (hereafter "County") and City of Griffin (hereafter "City") have for many years owned and operated as joint venturers a public-use, general civil aviation airport, located within the County on the south side of the City;

**WHEREAS**, said airport is currently operated as a department of the City and jointly funded through annually budgeted appropriations of both the City and County;

**WHEREAS**, the governing authorities of the County and City are currently studying the feasibility of constructing and operating a new airport, within the County, east of the present City; and

**WHEREAS**, in studying the feasibility of a new airport and assessing the operations at the present airport, the governing authorities of the County and City have found and concluded it would best serve the general aviation needs of the community to form an airport authority, which would assume responsibility for, operate and manage the present airport and any future airport(s) to be constructed and operated in and for the County and City, including, if feasible, a future regional airport facility;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING AUTHORITIES OF THE COUNTY OF SPALDING AND CITY OF GRIFFIN, meeting in duly called, noticed and convened regular meetings of the respective boards:**

That certain proposed legislation, entitled "A BILL TO BE ENTITLED AN ACT", to create and establish an airport authority in and for the County of Spalding and City of Griffin, be transmitted to the local legislative delegation from Spalding County to the Georgia General Assembly, with recommendation for its introduction and passage as a local or special act.

**FURTHER RESOLVED**, that the County and City managers shall cause to be published, as a legal advertisement, in The Griffin Daily News, the newspaper of general circulation within Spalding County in which Sheriff's advertisements are published, notice of intent to introduce local legislation, in the form and manner required by the pertinent laws of Georgia, and to furnish a copy thereof, as published, together with Publisher's affidavit, to the local legislative delegation.

**FURTHER RESOLVED**, that the County and City agree to jointly fund, in equal budgeted amounts, the annual operating budget for the Airport Authority until such time as it is able to operate and manage the airport(s) on a self-sustaining basis from airport revenues, including leases. This provision is not intended to bind either Commission, or future Commissions, to budget for the Airport Authority and/or airport operations and maintenance purposes, but recognizes the outstanding obligations undertaken by the County and City as sponsors under existing Airport Improvement Grants provided by the Federal Aviation Administration and Georgia Department of Transportation, including without exception the assurance to operate the airport on a self-sustaining basis.

**SO RESOLVED**, the respective day and year set forth by the signatures of the duly authorized officials of said governing bodies.

**COUNTY OF SPALDING**

By: \_\_\_\_\_  
Chairman  
Attest: \_\_\_\_\_  
Clerk  
(Seal)

**CITY OF GRIFFIN**

By: \_\_\_\_\_  
Chairperson  
Attest: \_\_\_\_\_  
Secretary  
(Seal)

Date of approval: \_\_\_\_\_

Date of approval

***Motion/Second by Freeman/Gardner to strike portion of paragraph four regarding (annexation) and approve joint resolution recommending the formation of the Griffin-Spalding Airport Authority and authorizing introduction of Local Legislation for such authority. Motion carried by a vote of 4-1 with Commissioner Gilreath opposing.***

5. Consider approval of 60-day extension of the Dispatch Communication Services agreement with Tenet Health System Spalding, Inc.

Mr. Wilson advised that this was a project in which former Deputy County Manager Virginia Beams was working on and he needs more time to get all details.

Spalding Regional Medical Center

South Eighth Street  
P.O. Drawer V  
Griffin, GA 30224  
tel: 770.228.2721

January 20, 2012

Spalding County  
Post Office Box 1087  
Griffin, Georgia 30224  
Attn: William Wilson

RE: Dispatch Communication Services Agreement ("Agreement") between Tenet HealthSystem Spalding, Inc., a Georgia corporation, dba Spalding Regional Medical Center ("Hospital") and Spalding County ("County"), effective as of July 1, 2006.

Minut Dear Mr. Wilson:

The Agreement referenced hereinabove is scheduled to expire on January 26, 2012 ("Expiration Date").

Hospital desires to extend the Agreement upon the same terms and conditions until the earlier of

***Motion/Second by Gardner/Ray to approve 60-day extension of the Dispatch Communication Agreement with Tenet Health System Spalding, Inc. Motion carried by a vote of 3-1 with Commissioner Gilreath opposing. (Commissioner Freeman left the meeting room before vote)***

6. Consider approval of agreement for consultation and support services with Joe Tanner & Associates, Inc. for assistance in removal from the proposed Atlanta air quality ozone nonattainment area.

Mr. Wilson stated that representative Knight notified staff that Spalding County was scheduled to be included 100% in the nonattainment area for 2012 and that there was a good chance that if the County could provide enough information we could possibly be opted out of this. Mr. Wilson advised that Joe Tanner came and made a presentation to some County officials, City Officials and both City/County Attorneys. Mr. Wilson noted that the proposal is \$15,000 for Phase 1 which will get Spalding County included in the list submitted to the Governor requesting that Spalding County be excluded from the non-attainment area. Should Spalding County be successful we would move to Phase 2 which is \$20,000. Phase 2 would provide documentation to EPA why we should not be included in the nonattainment area. Mr. Wilson stated that currently we are in the Atlanta region for transportation purposes and have been since 2004. Mr. Wilson noted that if Spalding County is included in the nonattainment area we would have to require emission checks and it would be a huge deterrent for new businesses looking to relocate to this area. Mr. Wilson further stated that at the meeting he asked Kenny Smith, City Manager would he be interested in funding the 50% of the contract cost since it benefits City residents as much as County residents.

Chairman Flowers-Taylor stated that people should know that being in a nonattainment area is not a good thing. Mrs. Flowers-Taylor stated that the workforce in Spalding County is not very good and there are a large amount of people without diplomas and GEDs. Mrs. Flowers-Taylor stated that these people are reliant on getting hired from our mechanical warehouses here. She stated that we can't have any factory that produces smoke, paint fumes and we could not even have Caterpillar here if we were included in this nonattainment area. Mrs. Flowers-Taylor stated we are anticipating the arrival of new businesses into the Industrial Park.

***Motion/Second by Freeman/Ray to approve agreement for consultation and support services with Joe Tanner & Associates, Inc. for assistance in removal from the proposed Atlanta air quality ozone nonattainment area. Board also motioned to request City to fund 50% of said consultation agreement. Motion carried by a vote of 4-1 with Commissioner Gilreath opposing.***

7. Consider approval of agreement with Wolverton & Associates to perform traffic study/design for new Senior Citizens Center.



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 118 North Expressway, 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 January 20, 2012 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 \$25,000 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 \$10,000.

**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

If to **CLIENT:** Spalding County

P.O. Box 1087

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.



***Motion/Second by Gardner/Freeman to approve agreement with Wolberton & Associates to perform traffic study for new Senior Citizens Center. Motion carried by all.***

**XI. REPORT OF COUNTY MANAGER**

- Spalding Regional groundbreaking for new ER- Wednesday, January 25<sup>th</sup>.
- Grant application has been filed with the Hospital for possible funding for TEOYM program.
- Working with Judge Esary & Clerk of Court for implementation of technology fees. To be addressed at a special called meeting or February Board meeting.
- Final plans for Senior Center will be presented at the February 6<sup>th</sup> Commission meeting. DOT denied the request for the originally planned traffic light at the entrance nearest the cemetery and additional site work will be required. We are in the process of getting the Old Cooks Building demolished with County forces performing the demolition. Demolition could start as early as Monday.
- Commissioners Retreat is scheduled for February 18· 2012 at the Senior Center.

**XII. REPORT OF COMMISSIONERS**

**Freeman-** Commended staff for all the work on the Senior Center. Advised the Board that GDOT on February 7<sup>th</sup> will be hosting a Public Information Open House in Room 108 of the Courthouse Annex on the Hollonville road and Hwy. 16 roundabout. Mr. Freeman also advised the Board that he will be speaking to the AMBUCS Club on January 24<sup>th</sup> at Ryans.

**Gardner-** Stated that he will not be able to attend the Spalding Regional groundbreaking due to a prior engagement at UGA. UGA will be having a strategic planning session and Commissioner Gardner has been invited.

**Gilreath-** None

**Ray-** Thanked all those who participated in the MLK parade. Mr. Ray also expressed appreciation to the Griffin/Daybreak Rotary, Spalding & Griffin High for going to Pirkle Campground to plant additional trees. Mr. Ray also advised the Board that he has received several complaints about Country Rock violating the noise ordinance. Mr. Ray stated that the Sheriff's Department was dispatched to Country Rock on Saturday due to a violation of the noise ordinance.

**Flowers-Taylor-** Requested County Manager Wilson to follow up with Rev. Lovett about his complaint of motorcycles in the Kendall Subdivision. Chairman Flowers-Taylor stated that she understands that the noise ordinance is subjective but would like Sheriff Beam to address the complaint. She also request staff to see if someone is tapping into our waterlines in this subdivision. Chairman Flowers-Taylor advised the Board that the organization that owns the putt-putt golf course at City Park is looking for someone to run the course. She stated that this would be a wonderful addition to our Parks & Recreation Department.

**XIII. CLOSED SESSION –NONE**

**XIV. ADJOURNMENT**

***Motion/Second by Freeman/Ray to adjourn at 7:52 pm. Motion carried by all.***

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Chairman

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County Manager

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