

EXTRAORDINARY SESSION

The Spalding County Board of Commissioners held their Regular Session in Room 108 in the Courthouse Annex, Monday, March 5, 2012, beginning at 6:00 p.m. with Commissioner Gwen Flowers-Taylor presiding. Commissioners Bob Gilreath, Raymond Ray, Samuel Gardner and Eddie Freeman were present. Also present were County Manager William P. Wilson Jr., Attorney Jim Fortune and Ex Officio, County Clerk, Ricky L. Clark Jr. to record the minutes.

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

II. INVOCATION – led by Commissioner Samuel Gardner

III. PLEDGE TO FLAG – led by Commissioner Raymond Ray

Motion/Second by Gardner/Freeman to amend agenda and move item seven (7), Noise Abatement and Control Ordinance, as the last item of the agenda. Motion carried by all.

IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION- NONE

V. PRESENTATIONS OF FINANCIAL STATEMENTS - NONE

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.

Steven Harless-201 Hickory Circle, Griffin, GA- Mr. Harless advised the Board of several concerns with the proposed Noise Abatement & Control ordinance. Mr. Harless stated that his primary concern deals with how vague the text is. Mr. Harless owns a DJ company in Spalding County and performs outside weddings and parties. Should the Board choose to pass this ordinance, it will require him to get a permit for any outside events. Mr. Harless provided several different examples of events that typically would not require a permit but should the Board adopt this amendment, permits would be required. Mr. Harless also stated that there are no time limits in the ordinance for event like his. In closing, Mr. Harless stated that citizens should not have to come before the Board for permits.

VII. MINUTES –

Consider approval of Minutes of the following: February 18, 2012 Commissioners Retreat; February 20, 2012 Extraordinary Session.

Motion/Second by Ray/Freeman to approve minutes of the February 18, 2012 Commissioners Retreat & the February 20, 2012 Extraordinary Session. Motion carried by all.

VIII. CONSENT AGENDA - NONE

IX. OLD BUSINESS

1. Consider appointment to the Three Rivers Regional Commission to fill the unexpired term of Jud Keith.

Motion/Second by Flowers-Taylor/Gardner to appoint Freddie Phillips to the Three Rivers Regional Commission to fill the unexpired term of Jud Keith to expire December 13, 2012. Motion carried by all.

X. NEW BUSINESS

1. Consider request to hold National Day of Prayer program themed "One Nation Under God", for Spalding County on May 3, 2012 at Noon on the Courthouse Veranda.

Mr. Wilson noted that there is a yearly request for this event. Ms. Nadine Graham, National Day of Prayer chairperson, originally requested to utilize the Park & Sixth but Staff advised her that the Park was not yet open for public use. Ms. Graham agreed to utilizing the Spalding County Courthouse veranda for the brief program.

Motion/Second by Gardner/Ray to approve the request to hold the National Day of Prayer program themed "One Nation Under God", for Spalding County on May 3, 2012 at Noon on the Courthouse Veranda. Motion carried by all.

2. Consider approval of final plat of Sun City Peachtree Subdivision- Pod 37B- located off Jordan Hill Road – 60 lots.

Mr. Wilson advised the Board that all requirements set by the ordinance have been met.

Motion/Second by Gardner/Freeman to approve final plats of Sun City Peachtree Subdivision- Pod 37B- located off Jordan Hill Road- 60 lots. Motion carried by all.

3. Consider acceptance of Right-of-Way Deed for Evergreen Drive, Champions Court, Sawgrass Place and Whispering Pines Way (Sun City Peachtree Subdivision- Pod 37B).

Mr. Wilson stated that roads in pod 37B are ready for acceptance. Public Works has also recommended acceptance.

Motion/Second by Gardner/Freeman to accept Right-of-Way Deed for Evergreen Drive, Champions Court, Sawgrass Place and Whispering Pines way (Sun City Peachtree Subdivision – Pod 37B). Motion carried by all.

4. Consider approval of recommendation from the Spalding County Parks & Recreation Advisory Board to allow the United Daughters of the Confederacy use of Camp Stephens for an event to be held on April 14, 2012.

Mr. Wilson advised that this event is sponsored by the Daughters of the Confederacy and was recommended for approval by the Parks & Recreation Advisory Board. This event will be a reenactment of Spalding County living history. There will be no charge to the public to attend this event.

Commissioner Ray questioned if liability insurance is required. Mr. Wilson stated that Spalding County has never required insurance at any of our parks. Further, Mr. Wilson stated that the County is covered by sovereign immunity and has our own general liability insurance.

After questioning from Chairman Flowers-Taylor, Commissioner Ray stated that he is concerned anytime the County provides use of their facilities for non-County related functions.

Chairman Flowers-Taylor suggested requiring anyone wishing to use our parks to sign a liability waiver. Commissioner Freeman stated that people are on our property all the time. Chairman Flowers-Taylor noted that Joe Ward was required to have liability insurance when he hosted a Basketball Camp.

Commissioner Ray stated that in the future the County should look at requiring liability insurance for safety purposes.

Mr. Wilson was instructed to get the County's risk management personnel to research the requirements for liability insurance.

County Attorney Jim Fortune advised that the Board of Education requires insurance for anyone wishing to use their property.

Motion/Second by Freeman/Gilreath to approve recommendation from the Spalding County Parks & Recreation Advisory Board to allow the United Daughters of the Confederacy use of Camp Stephens for an event to be held on April 14, 2012. County Manager to get with the Spalding County Risk Management Personnel on a possible recommendation for requiring liability insurance for any use of County Facilities in the future. Motion carried by a vote of 4-1 with Commissioner Ray opposing.

5. Consider approval of delegation of authority from an official to a principal in regards to the USDA Summer Food Program 2012.

Mr. Wilson stated that this is something new required by the USDA this year. Mr. Wilson advised that the Chairman has always signed the grant but USDA now wants someone doing the groundwork to be responsible. The County will still be responsible for the grant and Louis Greene will be responsible for the day to day operations of the Summer Foods Program at the Park.

Motion/Second by Ray/Gardner to approve delegation of authority from an official (Chairman) to a principal (Parks & Recreation Director) in regards to the USDA Summer Food Program 2012. Motion carried by all.

6. Consider approval of updated Statewide Mutual Aid & Assistance Agreement.

Mr. Wilson stated that this is an updated agreement with very minimal changes; most of the changes are in the reimbursement areas. Further, Mr. Wilson advised that this four year agreement will expire March 4, 2016. Mr. Wilson noted that Staff had a hard time locating the GEMA plans which were approved five years ago during the April 2011 disaster.

GEORGIA EMERGENCY MANAGEMENT AGENCY-HOMELAND SECURITY

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

The State of Georgia is vulnerable to a wide range of natural or man-made disaster/emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance. Under the Act the Agency has authority to coordinate assistance between local governments during emergencies and to provide available resources where needed.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated, including O.C.G.A. § 38-3-29, specifically.

ARTICLE I **STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES**

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management Agency-Homeland Security (GEMA-Homeland Security). For purposes of this agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, sometimes called the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this agreement during an emergency or disaster.
- (3) "Assisting Party" means a Participating Party that provides assistance pursuant to this agreement during a disaster or emergency.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to

offer, or otherwise to provide assistance or an employee of GEMA-Homeland Security designated by its Director under the terms of this agreement. (5) "Participating Parties" means the several counties and municipalities of the State of Georgia or combinations thereof that have become parties to this agreement by their approval and execution of this agreement. (6) "Requesting Party" means a Participating Party that requests assistance pursuant to this agreement during a disaster or emergency.

Any term or expression not defined in this agreement shall have the meaning specified in the Georgia Emergency Management Act, (the Act) as amended and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning

ARTICLE II GENERAL PURPOSE

The purpose of this agreement is to provide for mutual assistance between the Participating Parties in managing any emergency or disaster that is duly declared by the governing authority of any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency aspects of resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or a national security activity.

ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people in the event of any locally declared emergency or emergency declared by the Governor shall be the underlying principle on which all articles of this agreement shall be understood.

In the event a conflict between any provision of this agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the agreement, the Director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this agreement.

ARTICLE IV PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material.
- (2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party declares a local emergency and such disaster or emergency is too great to be dealt with unassisted, for which a state of emergency has been declared, the authorized representative of the Requesting Party for such

Participating Party or his/her authorized representative may request assistance from another Participating Party by contacting the Director of the GEMA-Homeland Security. The provisions of this agreement shall only apply to requests for assistance made by and to authorized representatives. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

- (1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue.
- (2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed.
- (3) The specific place and time for staging of the assisting party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V
LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this agreement in accordance with the terms hereof; provided that it is understood that the Participating Party rendering aid may withhold resources to the extent necessary to provide reasonable protection for such political subdivision.

Emergency forces will continue under the command and control of their supervisors, but the organizational units will come under the operational control of the emergency services authorities of the Requesting Party unless the Director of GEMA-Homeland Security or his/her authorized representative approves an alternative. These conditions may be activated, as needed, in any disaster or emergency for which a state of emergency has been declared and shall continue so long as the state of emergency or disaster remains in effect or loaned resources remain in the Requesting Party's jurisdiction(s), whichever is longer.

ARTICLE VI
LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified above shall be construed in accordance with O.C.G.A. § 38-3-35 and shall apply in addition to any other immunities provided by statutory or case law.

ARTICLE VII
RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII
REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), the Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the chief fiscal officer of the Requesting Party. The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid and shall defray the actual traveling and maintenance expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

(1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act.

(2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced.

(3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party.

(4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX
IMPLEMENTATION

(a) This agreement shall become operative immediately upon its approval and execution by the GEMA-Homeland Security and any two political subdivisions of this State; thereafter, this agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

(b) Any Participating Party may withdraw from this agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

(c) Copies of this agreement shall, at the time of their approval, be deposited with each of the Participating Parties and with the GEMA-Homeland Security.

ARTICLE X
GEORGIA EMERGENCY MANAGEMENT AGENCY-HOMELAND SECURITY

GEMA-Homeland Security shall act as the coordinating entity under this agreement. Nothing herein shall limit any authority of the Governor or the Director of the GEMA-Homeland Security under articles, I, II, or III of Chapter 3, Title 38, Official Code of Georgia Annotated. In the event the Governor should declare a State of Emergency, any and all provisions of this agreement which may conflict with actions taken pursuant to such declaration shall be superseded by any such act or actions.

ARTICLE XI
TERM OF AGREEMENT

This agreement shall expire on March 1, 2016. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XII
VALIDITY

This agreement shall be construed to effectuate the purposes stated in Articles II and III hereof. If any provision of this agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

County/Municipality
Representative

Authorized

Date

Director of GEMA-Homeland Security or
Authorized

Representative

Date

Motion/Second by Gardner/Ray to approve updated Statewide Mutual Aid & Assistance Agreement. Motion carried by all.

7. Consider bids for Mass Notification Emergency Alert System to be purchased with FEMA/GEMA Grant funds.

Mr. Wilson stated that the County was awarded a FEMA/GEMA grant for emergency warning systems. Mike Windham, Communications Manager, along with members of the Fire Department & EMA looked at five different companies and took a look at counties using the mass notification system. Mr. Wilson advised the Board that the RFP was submitted and Staff is recommending FirstCall as low bidder. The total cost of the system is \$13,683, all paid by grant funding. Mr. Wilson advised that Staff would like to approve a three year contract with FirstCall. Mr. Wilson added that this is in addition to the grant submitted for three (3) sirens in the "tornado alley" area of the County. Mr. Wilson noted that this is a call system and has the capability of notifying recipients up to seven different ways. Mr. Wilson also noted that this system has the capability of notifying only those within a certain area of the County should the need arise. This system is extremely programmable and user friendly. Mr. Wilson advised that Staff would like to issue a contract within the next 30 days.

Commissioner Gilreath questioned where the control unit be located. Mr. Windham advised that the proposed mass notification emergency alert system is merely a service and no hardware or equipment is required. FirstCall would provide the service of these functions when triggered by weather alerts. After further question from Commissioner Gilreath, Mr. Windham advised that the database would consist of information from the white pages and also data provided from those who wish to opt-in to have the service. Mr. Wilson stated this is a subscription service and everyone will input there information via website.

Commissioner Gilreath stated that the telephone numbers in the white pages are generally not the latest contact information. Mr. Wilson advised that everyone wishing to opt-in for the alerts could validate their own information and method of distribution. Commissioner Gilreath also questioned how long would it take for the computer to generate notifications. Mr. Windham advised that the computer system can generate these alerts faster than the normal telephone infrastructure can handle it. This system has provisions that will not allow an overload to the infrastructure.

Commissioner Freeman stated that in his opinion cell phones would be the easiest way to keep from overloading the system. Mr. Windham stated that digital data transfers faster.

Commissioner Gilreath questioned would the system leave a voicemail. Mr. Windham stated it will leave a voicemail and the recipient has the option to call back.

Chairman Flowers-Taylor questioned if FirstCall has ever performed this service before. Mr. Windham advised that Fayette County uses FirstCall for their mass notification emergency alert system and have been doing so for several years.

Motion/Second by Ray/Gardner to award bid for Mass Notification Emergency Alert System to FirstCall for a three year contract totaling \$41,049 and authorize Chairman to execute documents necessary for same. Motion carried by all.

8. Consider approval of extension of ninety (90) days for the moratorium established December 5, 2011 for Personal Care Homes.

Mr. Wilson stated that the moratorium for transitional housing expires today and Staff hasn't had ample time to update the current ordinance. Community Development Director Chad Jacobs, is requesting an extension.

Chairman Flowers-Taylor questioned was there something in particular that Community Development needed from the Board. Mr. Jacobs advised that at this time nothing was needed from the Board and that this moratorium was issued after the last request for transitional housing.

Motion/Second by Freeman/Ray to approve extension of ninety (90) days for the moratorium established December 5, 2011 for Personal Care Homes. Motion carried by all.

9. Consider approval of Park @ 6th Policies and Procedures, Park @ 6th Reservation Availability & Fee Schedule, Park @ 6th Event Reservation Application, and policy allowing the lawful possession and consumption of alcoholic beverages at the Park @ 6th for City and County sanctioned events.

Kira Braggs-Harris & Jean Brumajim of the Griffin Main Street Advisory Board were present to answer any questions from the Commission. Mrs. Braggs-Harris stated that she is the manager of the Griffin Main Street & Mrs. Brumajim is the vice chair. They thanked the Board for their support in their beautification efforts for the Park @ Sixth. Mrs. Braggs-Harris advised that the park won statewide recognition. The Park @ Sixth also won the 2011 Keep Georgia Beautiful Foundation Community Improvement award. Mrs. Braggs-Harris advised that there are many groups interested in using the Park and that allowing this would generate revenue for tourism. Mrs. Braggs-Harris wants to make sure that the community has access to the Park. Ms. Jean Brumajim echoed Mrs. Braggs-Harris in thanking the Board for their work on the Park @ Sixth. Ms. Brumajim further stated that this park was an asset for the downtown community and that people are anxious to use the stage area.

Commissioner Ray stated that when he was examining the proposed rental policies, Spalding County is not identified in paragraph three (3). Paragraph three states that renters shall not use the name of City of Griffin or Griffin Main Street. Commissioner Ray also stated that there is not a requirement for liability insurance for use of the Park. Mrs. Braggs-Harris stated that liability insurance was not required for County public spaces or City public spaces. Commissioner Ray questioned that since the Rental Policy sets a rate of \$200, what would be the ramifications if the damage exceeded that amount. Mrs. Braggs-Harris stated they would let the renter know how much excess is damaged. There will be an inspection before and after the event. The security officer would be able to identify any damages. If damages exceeded the \$200 security deposit, the renter would be responsible for paying the remainder.

Mr. Wilson stated that currently fees are to be paid to Griffin Main Street. Mr. Wilson recommended the fees be remitted to Spalding County for the purpose of upkeep, maintenance and improvements to the Park. Mr. Wilson further advised that a separate account would be set up for these revenues

Commissioner Gilreath suggested that the Board look at the policies further in depth before approving.

After questioning from Mr. Wilson, Mrs. Braggs-Harris advised that the first event at the Park @ Sixth is scheduled for April 12th. The April 12th event will be the Grand Opening of the Pavilion. Mrs. Braggs-Harris stated that no further events have been scheduled but the organizers of the Beer Fest are interested in having their event at the Park on April 21st.

Chairman Flowers-Taylor questioned if this policy parallels with the current Parks & Recreation policy. Mrs. Braggs-Harris stated that the proposed policy incorporates both City & County policies. Mr. Wilson stated that Louis Greene, Kelly Leger & T.J. Imberger all have reviewed the policies. Mrs. Braggs-Harris further stated that the food portion reflects what is normally done within the City.

Commissioner Gilreath questioned if the County Attorney had reviewed the policies for the Park @ Sixth. Mr. Fortune stated that the policy looks fine with him. Mr. Fortune stated that if in six months, the Board notices language in the policy that needs to be amended and/or deleted, it could be done on at that time.

Chairman Flowers-Taylor stated this is a new venue and it's going to be trial and error at first. Chairman Flowers-Taylor noted that one matter of future discussion could be the increase of fees for requisitioning the Park.

Motion/Second by Freeman/Gilreath to approve the Park @ 6th Policies and Procedures, Park @ 6th Reservation Availability & Fee Schedule, Park @ 6th Event Reservation Application, and policy allowing the lawful possession and consumption of alcoholic beverages at the Park @ 6th for City and County Sanctioned events with the following changes: Paragraph 3 under Rental Policies should include Spalding County (renter shall not use the name of), under Reservation Availability & Schedule of Fees, Spalding County should be the recipient of all fees not Griffin Main Street, in which a special account would be created for the purpose of upkeep, maintenance and improvements to the Park. Those wishing to use a Spalding County Park should provide a Certificate of Liability Insurance with \$1,000,000 per occurrence naming Spalding County as additional insured. Motion carried by all.

10. Consider approval on first reading of an ordinance to amend Chapter 4 Sec. 11-4001 thru 11-4006, entitled Noise Abatement and Control, in the Spalding County Code of Ordinances.

County Attorney Jim Fortune stated that this amendment was prepared due to recent discussion of the Spalding County Noise Abatement & Control ordinance. Commissioner Gardner questioned if it was possible to streamline this process by having the application approved by one of the Spalding County Department heads. Mr. Fortune stated that the Board could delegate that task to any department.

Chairman Flowers-Taylor stated that she has a problem with the first paragraph and the nebulous wording. Mrs. Flowers-Taylor further commented that the wording, "any unusual loud noise," could be misconstrued. The wording is

subjective. Mrs. Flowers-Taylor further explained how discomfort may not be perceived the same by all. Mr. Fortune stated that decibel readings would be the only way to measure the sound; however, personnel would have to be trained and certified to use the device.

Chairman Flowers-Taylor stated that when the hospital was undergoing construction, this noise could also be perceived as a loud noise. Mr. Fortune stated that this ordinance would be complaint driven only. Mrs. Flowers-Taylor stated that she would feel better if “unusually” was removed from paragraph one. Mrs. Flowers-Taylor also stated that law enforcement officers could be bias in certain situations and there was not adequate funding to send personnel to receive certification. Commissioner Ray requested that if the request was over five hours, that approval would need to be given by the Commissioners.

Chairman Flowers-Taylor also questioned how the ordinance would address the sound of dirt bikes within 100 feet of a house

Commissioner Freeman stated that they have discussed this particular matter on several instances and that the only good recourse we have is that this ordinance is complaint driven. Mr. Freeman further stated that neighbors will do what they want to do if they can get by. Mr. Freeman noted that the Sheriff had some things that he would like to get clarifications from the Board on what criteria the Board would like to set to give him more room to enforce.

Sheriff Beam stated that in the ordinance it references internal combustive engines; does this apply to the remote control cars? Sheriff Beam noted that the Sheriff’s Department receives complaints about remote control cars being used in parking lots some of which have combustive engines and some are battery. Commissioner Ray stated that the remote control cars can get loud. Sheriff Beam stated that a church has given permission to a certain individual to use their parking lot for the use of their remote control cars. Commissioner Ray stated that he recommends moving recreational vehicles with internal combustion to 9:00 p.m. to 9:00 a.m. Mr. Wilson stated that this will not help the individual on Kendall Drive. Sheriff Beam stated that the motorcycles in which the Commissioners received complaints from Kendall Drive, have since moved to Pike County. Mr. Freeman commented that loud motorcycles come up and down Ellis Road. Mr. Fortune stated that this would not apply to public roads. Mr. Wilson stated that a former commissioner had a neighbor that loved to ride his dirt bike at all times of the night on personal property and also repaired race cars at midnight which led to the original ordinance. Mr. Freeman commented that he remembered complaints about the go cart track on Hwy 16.

Sheriff Beam also requested clarifications on loud speakers and amplifiers as referenced in the proposed ordinance. Sheriff Beam noted that occasionally the Sheriff’s Department receives complaints regarding people with drums which are classified as non-amplified musical instruments. Sheriff Beam stated that band members may be practicing late at night. This is an item that needs to be addressed as well. Mr. Wilson stated that the current ordinance did address playing drums as a noise violation. Chairman Flowers-Taylor stated that if you can hear it past 100 feet, it should be deemed a nuisance. Mr. Fortune explained that you have public nuisances and private nuisances. Chairman Flowers-Taylor requested removing “unreasonably” under subparagraph 5.

Mr. Wilson advised the Board that historically the noise ordinance has been enforced from 9 p.m. until 9 a.m.

After substantial conversation the Board decided to table the issue to allow time for further research and a workshop before a final decision is made.

Motion/Second by Ray/Gilreath to table first reading of an ordinance to amend Chapter 4 Sec. 11-4001 thru 11-4006, entitled Noise Abatement and Control, in the Spalding County Code of Ordinances and conduct a workshop on the same. Motion carried by all.

XI. REPORT OF COUNTY MANAGER

- A. Griffin High JROTC Awards Program scheduled for Thursday, May 10, 2012 at 6:30 to be held at the Griffin High School Commons Area. The

County sponsors the Allan B. Imes award in which the Chairman has historically presented.

- B. Artemus Hood, Vice-Chair of the Board of Elections has been placed on the heart transplant list at Emory University Hospital. The cost of immunosuppressive medications ranges from \$20,600 - \$32,900. Mr. Hood is asking for donations to reach the goal of \$10,000. He is enrolled in the Georgia Transplant Foundation's Transplant Fundraising Program which would match all money raise to a maximum of \$10,000.00. Donation forms have been emailed to all Commissioners.
- C. Mr. Wilson & Sheriff Beam advised that it's time to update the radar certification list submitted to GDOT to possibly include dirt roads. This issue came up when Commissioner Freeman received a complaint from a citizen on Rawls Rd.
- D. To save cost staff is requesting that we go from using display ads to legal ads as a cost saving measure. There is no directive in the UDO for Rezoning notices, FLUM Amendments & Special Exceptions to be ran as a display ad. Consensus of the Board members to change the policy to use legal ads and also place the ad on the County website.
- E. Ribbon Cutting Ceremony at the Park@ 6th tentatively scheduled for Thursday April 12th around 5:30 lasting until around 8:00 p.m. with celebratory activities.
- F. The Sheriff's Department is planning a ceremony for the Law Enforcement Memorial Wall to arrive in Clayton County and Spalding County on April 6th to honor Sheriff Stewart. Parks & Rec has reserved the Wyomia Tyus Park Soccer Field for April 6th.
- G. All City of Griffin and Spalding County residents will have the opportunity to participate in the annual E-Waste Collection event. This event focuses primarily on electronic recycling. The following items are acceptable: Computers, Keyboards, Monitors, Copiers, TV's, DVD's, VCR's, Stereos, Typewriters, Printers, Fax & Adding Machines, Cellular Phones, Rechargeable Batteries, etc.

XII. REPORT OF COMMISSIONERS

Freeman- None

Gardner- Questioned progress on changing speed limit on Jordan Hill road from 35 mph to 45 mph. Mr. Wilson to check with Sheriff Beam on status.

Gilreath- Questioned if it was permissible for property owners to have advertisement signs in their yard. Mr. Gilreath noted that he has seen several contractors' signs soliciting business in various neighborhoods. Mr. Wilson to check the sign ordinance.

Ray- Commended those involved with the weather alert system research and investigations. Mr. Ray also advised the Board that Cpt. Novin Darsey of Special Operations, house burned down earlier today. Mr. Ray requested the Board to keep the family in their thoughts and prayers.

Flowers-Taylor- Advised the Board that there is need for revisions to the Noise Abatement & Control ordinance and appreciates the Board trying to do their due diligence before passing such a difficult ordinance. Chairman Flowers-Taylor stated the Parks & Recreation Advisory Board, has concerns of requests to reconsider travel ball. Mrs. Flowers-Taylor stated that consideration for the Board of Commissioners would come after recommendation from the Parks & Recreation Advisory Board. Mrs. Flowers-Taylor noted that it would take two commissioners requesting action for the item to be placed on the agenda. Mr. Freeman advised that he requested Louis Greene, Parks & Recreation Director put it on the Parks & Recreation Advisory Board agenda again for reconsideration by that Board.

XIII. CLOSED SESSION –NONE

XIV. ADJOURNMENT

Motion/Second by Gardner/Ray to adjourn at 7:36 p.m. Motion carried by all.

Chairman

County Manager

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