

**Regular Meeting
MINUTES**

The Spalding County Board of Commissioners held their Regular Meeting in Room 108 in the Courthouse Annex, Monday, June 3, 2013, beginning at 6:00 p.m. with Chairman Gwen Flowers-Taylor presiding. Commissioners Raymond Ray, Rita Johnson, Samuel Gardner and Bart Miller were present. Also present were County Manager William P. Wilson Jr., Attorney Jim Fortune and County Clerk, Ex-Officio Ricky L. Clark Jr. to record the minutes.

- I. OPENING (CALL TO ORDER) – Chairman, Gwen Flowers-Taylor
- II. INVOCATION – led by Commissioner Gardner
- III. PLEDGE TO FLAG – led by Raymond Ray
- IV. PRESENTATIONS/PROCLAMATIONS - 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.

Jesse Maddox- 301 Bucksnot Road Griffin, Georgia

Mr. Maddox spoke in reference to the proposed FY' 14 Budget. Mr. Maddox stated that as a county employee he has lost three (3) different times. He stated that he is a citizen of the county and has been a Spalding County employee for twenty years. Furthermore, Mr. Maddox stated that as a first responder to the needs of citizens, he realizes the situation. He requested that the Board take a deep look into the budget and its effect on employees.

LaShanis Ballard- 1759 Park Place Griffin, Georgia

Ms. Ballard spoke in reference to her utility bill. Ms. Ballard stated that she is a mother of twins and has a full time job but only receives part time hours. In addition, Ms. Ballard stated that she has complained to the City of Griffin every month about her extremely high utility bill. Ms. Ballard advised that her utility bill is over \$400 per month. She requested that the County help her and advised the Commission that no one is even in her residence at night. Furthermore, Ms. Ballard stated that her energy bill is \$502.00 due to the City of Griffin advising that she has previous balances.

Chairman Flowers-Taylor requested that County Manager Wilson speak with Ms. Ballard regarding this matter.

VII. MINUTES –

- 1. Consider approval of Minutes of the following: May 14, 2013 Budget Review Session, May 20, 2013 Budget Review Session; May 20, 2013 Extraordinary Session; May 20, 2013 Zoning Public Hearing; May 23, 2013 Zoning Public Hearing; May 23, 2013 Budget Review Session.

Motion/Second by Ray/Gardner to approve Minutes of the following: May 14, 2013 Budget Review Session, May 20, 2013 Budget Review Session; May 20, 20 Extraordinary Session; May 20, 2013 Zoning Public Hearing; May 23, Zoning Public Hearing; May 23, 2013 Budget Review Session. Motion carried unanimously by all.

VIII. CONSENT AGENDA –

- 1. Consider approval, on second reading, **Application #13-01Z:** CF MH II South Hampton, LLC, Owner- Bloom Sugarman Everett, LLP, Agent – 5291 Old Atlanta Road (30.931 acres located in Land Lot 108 of the 3rd Land District) – requesting a rezoning from C-1, Highway Commercial, to R-1, Multiple-Family Residential.
- 2. Consider approval, on second reading, **Amendment to UDO #A-13-01:** Quarterly adoption of official zoning map in revised Geographic Information Systems (GIS) platform as applicable to unincorporated Spalding County.

3. Consider approval, on second reading, and ordinance amending the 2013 Budget Ordinance to provide for receipt of grant funds and lease proceeds.

Motion/Second by Gardner/Ray to approve the Consent Agenda. Motion carried unanimously by all.

IX. OLD BUSINESS – NONE

X. NEW BUSINESS -

1. Consider approval of amplification permit as requested by Raymond Dender for an outdoor wedding reception to be held on Saturday, June 8, 2013 beginning at 6:00 p.m. and ending at 10:00 p.m. The event will be held at the Dender Lake Manor located at 1300 Moore Road, Griffin, GA.

Mr. Wilson advised that Mr. Dender's property was just rezoned to allow this type of event on his property. His application for amplification meets all requirements set forth.

Motion/Second by Ray/Gardner to approve amplification permit as requested by Raymond Dender for an outdoor wedding reception to be held on Saturday, June 8, 2013 beginning at 6:00 p.m. and ending at 10:00 p.m. The event will be held at the Dender Lake Manor located at 1300 Moore Road, Griffin, Georgia. Motion carried unanimously by all.

2. Consider request from State Court Solicitor and State Court Judge to approve contract with The English Law Group for Assistant Solicitor Services.

CONTRACT FOR SERVICES

This contract for services is made, entered into and effective as of the ____ day of _____, 2013, by and between Spalding County, Georgia and the law firm of English Law Group, LLC ("ELG").

RECITAL:

The parties desire to enter into this Agreement to describe the relationship among Spalding County and ELG. Also, the parties wish to memorialize the parties' understanding regarding the services ELG will agree to provide Spalding County with regard to legal services in the Spalding County Solicitor's Office ("Solicitor's Office").

NOW, THEREFORE, in consideration of the foregoing recital and the covenants, agreements, representations, warranties, terms and conditions set forth in this Contract, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Spalding County and ELG, intending to be legally bound, hereby agree as follows:

1. **Scope of Services.** As of the Effective Date, ELG shall provide legal services to Spalding County in the Solicitor's Office.
 - A. **JBT's Representative.** ELG represents, warrants, and covenants to Spalding County that Heath English or Paschal English will be assigned to represent Spalding County as Assistant Solicitor.
 - B. **Duties.** ELG will provide legal services to Spalding County by providing competent legal staff to be present to represent Spalding County at the following times:
 - i. Criminal jury trial weeks (currently scheduled at 48 weeks per year);
 - ii. Arraignment hearings (once per month); and
 - iii. Any other dates as required by the Solicitor General, as schedule permits.
2. **Contract period.** The term of this Contract shall commence on July 1, 2013 and expire at midnight on the 30th of June, 2014.

3. Compensation. For all services rendered from July 1, 2013 to June 30, 2014, Spalding County shall compensate ELG Twenty Four Thousand Dollars (\$24,000), payable in equal installments of Two Thousand Dollars (\$2,000) per month, payable on the 1st of each month.
4. Business Expenses and Reimbursements. ELG shall be entitled to reimbursement by Spalding County for all reasonable business expenses incurred by ELG in the performance of ELG's duties pursuant to this Contract upon submission by ELG of an expense report with appropriate vouchers to the Solicitor General and Spalding County.
5. Termination. Either party may terminate this contract for services upon sixty (60) days notice to the other party.
6. Miscellaneous.
 - A. Amendments. The provisions of this Contract may not be amended, supplemented, waived or changed orally, but only by writing signed by the parties to this contract making specific reference to this Contract.
 - B. Binding Effect. All of the terms and provisions of this Contract, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective administrators, executors, legal representatives, heirs, successors and permitted assigns.
 - C. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Confirmation of execution by electronic transmission of a facsimile signature page shall be binding upon any party so conforming.
 - D. Severability. If any provision of this Contract or any other agreement entered into pursuant to this Contract is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder of this Contract shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of this Contract may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.
 - E. Waivers. The failure or delay of any party at any time to require performance by the other party of any provision of this Contract shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by any party of any breach of any provision of this Contract shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself or a waiver of any right, power or remedy under this Contract. No notice to or demand on any party in any case shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
 - F. Notices. All notices, requests, consents, and other communications required or permitted under this Contract shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by messenger or courier service, transmitted by fax, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to:

If to English Law Group, LLC:

Heath English
1436 Hwy 19 N.
Thomaston, Georgia 30286

If to Spalding County:

James R. Fortune, Jr., Esq.

With a copy to:

Griffin F. Howell, III, Esq.

One Griffin Center, Suite 600
100 South Hill Street
Griffin, GA 30223
Fax: (770) 229-8524

State Court of Spalding County
132 E. Solomon Street
Griffin, GA 30223
Fax: (770) 467-4355

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; (b) on the date of transmission with confirmed answer back if by facsimile transmission; and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

- G. Governing Law. This Contract and all transactions contemplated by this Contract shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Georgia without regard to principles of conflicts of laws.
- H. Headings for Reference Only. The headings contained in this Contract are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Contract.
- I. Construction. This Contract is a negotiated document and shall not be construed more strongly against any party regardless of who is responsible for its preparation.
- J. Entire Agreement. This Contract represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between such parties.

Spalding County and ELG have each executed this contract as of the day and year first above written.

Spalding County

By: _____
Print Name: _____
Title: Chairman, Board of Commissioners

English Law Group, LLC

By: _____
Print Name: _____
Title: _____

NOTICE OF TERMINATION

This notice of termination, dated June ____, 20__, and pursuant to paragraph 5 of the Contract for Services by and between Spalding County, Georgia ("Spalding County") and English Law Group, LLC ("ELG"), is made, entered into, and effective on the date of the execution of this notice.

WHEREAS, Heath English has served as the Assistant-Solicitor General of the State Court of Spalding County since ____, 20__, prior to his employment at ELG;

WHEREAS, Heath English has informed Spalding County that he is operating as English Law Group, LLC;

WHEREAS, Spalding County has a current contract with ELG for the exclusive services of Heath English through _____, _____;

WHEREAS, Spalding County wishes to continue its relationship with Heath English through English Law Group, LLC;

WHEREAS, ELG officially terminates its relationship with Spalding County through this notice of termination;

WHEREAS, Spalding County agrees to waive the notice provision requiring sixty (60) days' notice and intends to enter into a new agreement with English Law Group, LLC effectively _____, 20_____;

NOW THEREFORE, ELG officially submits this notice of termination to Spalding County.

Spalding County

English Law Group, LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: Chairman, Board of Commissioners

Title: _____

Mr. Wilson noted that this is a one year contract for Assistant Solicitor Services in the amount of \$24,000. Furthermore, Mr. Wilson advised that within the FY' 14 proposed budget, \$24,000 was allotted.

Trey Howell, Spalding County Solicitor advised that the Assistant Solicitor Position requires someone that has the ability to negotiate with other attorneys for necessary processes. Mr. Howell advised that he was looking for an Assistant Solicitor that was able to conduct motion hearings without a lengthy training period. Furthermore, Mr. Howell advised that he understands the Boards' wishes to keep employment within Spalding County. In addition, Mr. Howell advised that he has spoken with the qualified attorney's within the County that could handle the job; subsequently, these attorneys are already defending people in state court. In order for them to assume the role of Assistant Solicitor, they would have to stop their duties as a prosecutor. Mr. Howell noted that he feels that the county is fortunate to have the English Law Group which bares 15 years of experience as Assistant District Attorney. In closing, Mr. Howell noted that he doesn't fill that a position of such, should be bidded out.

Chairman Flowers-Taylor questioned that if it was that difficult to be the Assistant Solicitor, how is English capable of doing it. Mr. Howell advised that Mr. English's primary practice is in Thomaston. Locals cannot defend cases in which they prosecute. Furthermore, Chairman Flowers-Taylor questioned if this was the law firm that Paschal English works for. Mr. Howell answered in the affirmative.

Chairman Flowers-Taylor questioned the bid process. Mr. Howell advised that he did not do a bid. Inevitably, he chose the person that he felt was most qualified for the job.

Motion/Second by Ray/Gardner to approve request from State Court Solicitor and State Court Judge to approve contract with The English Law Group for Assistant Solicitor Services. Motion carried by a vote of 3-2 with Commissioners Flowers-Taylor & Johnson opposing.

3. Consider proposals for Liability, Property and Casualty Insurance for FY 2014.

Mr. Wilson explained that as discussed during budget proceedings, our current carrier, Travelers Insurance has notified us of a 60% rate increase. Subsequently, Debra Howard, Millennium Insurance advised Staff that she would begin bidding out those services to anyone that could write public entities. Additionally, Staff advised Debra that we would contact ACCG in regards to the insurance they offer. An additional 40% rate increase was calculated within the proposed FY' 14 Budget. Furthermore, Mr. Wilson advised that One Beacon came in much lower allowing the discussed savings. Mr. Wilson noted that bids were received from three companies: One Beacon, Travelers Insurance & ACCG. Mr. Wilson also explained that the counties insurance runs from June 1st through May 31st and staff anticipates changing this. If approved, One Beacon will expire in 90 days, at such time the policy will be cancelled and renewed for another year which will allow staff to have firm estimates for budget planning.

Chairman Flowers-Taylor questioned if our Public Risk Underwriter was different from Millenium Insurance. Debra Howard, Millenium Insurance explained that Millenium is a local independent agency and they can contract with brokerage firms. In essence, the brokerage firm provides the markets needed for certain lines of coverage.

Stacey Mercer, Public Risk Underwriter explained that the only service provided by her company is brokerage for governmental entities. Additionally, Stacey noted that ACCG has their own pool which is different from other insurance policies. The only way you can access them is to contact them directly.

Mr. Wilson explained the quotes received: ACCG- \$595,864; Travelers- \$806,145; OneBeacon-\$536,153 which includes premium. Stacey advised that \$11,000 is for loss control a service were representatives come out and work directly with the county. This fee has been the same for three (3) years.

Additionally, Mr. Wilson noted that ACCG is a pool and they do not cover zoning cases. Primarily in zoning cases the entity requesting the special exception only wants their rezoning that the sought. Defense is included with OneBeacon.

In closing, Mr. Wilson thanked Commissioner Johnson for helping staff decipher insurance lingo.

Motion/Second by Gardner/Ray to approve low bid in the amount of \$536,153 as submitted by OneBeacon for Liability, Property and Casualty Insurance for FY 2014. Motion carried unanimously by all.

4. Consider request from the Council on Aging to utilize "Big Blue" for a trip to Memphis, Tennessee on either September 12th or September 26th for a three day, two night trip.

Mr. Wilson stated that the Council on Aging is requesting to utilize "Big Blue" for a trip to Memphis, Tennessee. The bud will be departing either September 12th or September 26th for a three day, two night trip. The date has not been finalized.

Motion/Second by Ray/Gardner to approve request from Council on Aging to utilize "Big Blue" for a trip to Memphis Tennessee for a three day, two night trip. Motion carried unanimously by all.

5. Consider approval of Healthways SilverSneaker Provider Agreement.

Mr. Wilson stated that with the grand opening of the Senior Center, we can qualify with what we currently have in place for the SilverSneaker program. Mr. Wilson noted that this is a program for older adults. The county will get paid a certain amount, a maximum of \$22.50 per month, per person. Mr. Wilson also noted that we can handle the SilverSneaker program with existing staff and existing equipment. SilverSneaker will supply a piece of equipment were participants will log in or out and it will not require an additional phone line. The only requirement is that the participants of SilverSneaker cannot be charge the \$25.00 membership fee.

Chairman Flowers-Taylor questioned what would happen to seniors that have already paid their membership fees. Mr. Wilson responded that the membership fees would be refunded and they would be allowed to sign up for the SilverSneaker program.

Motion/Second by Ray/Gardner to approve Healthways SilverSneaker Provider Agreement. Motion carried unanimously by all.

6. Consider approval, on first reading, Ordinance #2013-04, to amend the Spalding County Code of Ordinances, Section 6-1089 by implementing a \$50.00 fee for premises inspections.

Mr. Fortune, County Attorney noted that at the May 20th Extraordinary Session, the was unanimous vote to impose a \$50 inspection fee for the Building Official and the Fire Marshall to conduct safety inspections for all commercial businesses at the time the business make application for a license.

Motion/Second by Gardner/Ray to approve on first reading, Ordinance #2013-04, to amend the Spalding County Code of Ordinances, Section 6-1089 by implementing a \$50.00 fee for premises inspections. Motion carried unanimously by all.

7. Consider proposal from Falcon Design Consultants for additional field survey work on East McIntosh/N. Hill Street Intersection to provide necessary information for additional concept plan.

Mr. Wilson noted that Falcon Design is the consultant that the City and County chose for the North Hill Street Corridor Improvement. The City has a LCI grant for their portion and we the county's portion will be funded out of the 2008 SPLOST. Mr. Wilson advised that there are two intersections in the City and two in the County. The major intersection at hand is the East McIntosh Road/ North Hill Street Intersection. Furthermore, Mr. Wilson advised that there have been thoughts regarding realignment and signalization for this particular intersection. The concept plans will require a significant amount of right of way. Mr. Wilson advised that the plan is to look at additional realignment which would be less costly than acquiring the right of way from one of the owners. Falcon will to the design work in the original bid, however there will be additional work in the amount of \$2,000.

Commissioner Gardner questioned if this survey work would give the county any idea as to the cost to relocate all of the utilities. Mr. Wilson stated that the survey will assist in saying what will have to be relocated so that we can obtain cost estimates.

Commissioner Miller questioned if there would be enough money left in the SPLOST after the bridge. Mr. Wilson noted that the North Hill Street Project was included in the 2008 SPLOST.

Commissioner Ray questioned if this survey includes the bridge in the flat. Mr. Wilson stated that this is another intersection.

Chairman Flowers-Taylor stated that if she understands correctly, the City will be doing the Northside Intersection project first. Mr. Wilson answered in the affirmative and also advised that the city will be funding the \$3,750 necessary for the additional survey at that intersection.

Mr. Wilson urged the Board to review drawings as the public hearings will begin sometime within the next 2-3 months.

Motion/Second by Johnson/Ray to approve proposal from Falcon Sign Consultants for additional field survey work on East McIntosh/N. Hill Street Intersection to provide necessary information for additional concept plan. Motion carried unanimously.

8. Consider Resolution to amend the ACCG 457(b) Deferred Compensation Plan for Spalding County to allow plan-to-plan transfers for the purchase of permissive past services credit under the Peace Officers' Annuity and Benefit Fund of Georgia and the Georgia Firefighters' Pension Fund.

Mr. Wilson noted that the 457 is the money that the employee contributes. Once the employee contributes, you can only pull money out if you quit, retire or die. Mr. Wilson advised that this amendment stems from an employee that had not participated earlier to purchase previous years' service from the peace officers annuity fund. This employee wished to contribute his money accumulated in the DB fund to annuity. GebCorp will have to meet to also approve this amendment.

Chairman Flowers-Taylor questioned what would happen if other employees wished to remove their money. Mr. Wilson noted that the IRS will not let you take this money out and put it in a plan. To meet IRS guidelines it must be certain type of plan.

Motion/Second by Ray/Gardner to approve Resolution to amend the ACCG 457(b) Deferred Compensation Plan for Spalding County to allow plan-to-plan transfers for the purchase of permissive past

services credit under the Peace Officers' Annuity and Benefit Fund of Georgia and the Georgia Firefighters Pension Fund. Motion carried unanimously by all.

9. Consider approval of Timber Management Contract with Joel Vinson & Associates for the Dundee Lake, N. 9th Street and Williamson Road properties.

Mr. Wilson noted that staff is looking at 8 different parcels that the county owns: 951 W. Quilley Street, 935 W. Quilley Street, 0 W. Quilly Street, 0 W. Morris Street, W. Tenth Street, Williamson Road. The first tract would be the Dundee Lake Property. Mr. Wilson noted that staff estimates revenues in the amount of \$57,000 for the sale of timber from the aforementioned properties. Mr. Wilson noted that Joel Vinson was the contractor responsible for removing timber for the C&D landfill.

Motion/Second by Gardner/Ray to approve Timber Management Contract with Joel Vinson & Associates for the Dundee Lake, N. 9th Street and Williamson Road properties. Motion carried unanimously by all.

10. Consider cancellation of the July 1, 2013 regular scheduled meeting.

Motion/Second by Ray/Johnson to approve cancellation of the July 1, 2013 regular scheduled meeting. Motion carried unanimously by all.

11. Consider setting a date and time for a workshop on the current Purchasing Policy and proposed Purchasing Policy.

Board Consensus to hold workshop on July 15, 2013 at 2:00 p.m. in Meeting Room 108 of the Spalding County Courthouse Annex.

XI. REPORT OF COUNTY MANAGER

- a) There will be a joint workshop with the Griffin Housing Authority on Tuesday, June 4, 2013 beginning at 10:00 a.m.
- b) Allen-Smith Consulting is working with the Griffin-Spalding Development Authority and the University of Georgia on a grant application for EDA Funding Assistance. GSDA and UGA wish to construct a Food Product Innovation and Commercialization Center behind the current Food Science Building on UGA's Campus in Griffin. As part of the grant application process, EDA would like to see the impact of this facility on the both the local and regional areas. Consequently, Allen-Smith would like to have a letter of support from Spalding County. *Board consensus to allow Chairman to execute a letter of support.*

XII. REPORT OF COMMISSIONERS

Miller- Commissioner Miller advised that he is not in favor of a millage increase. Furthermore, Mr. Miller noted that there are other places that the budget can be cut. In closing, Commissioner Miller stated that we are paying people for jobs they are not actually performing.

Gardner- ARC is soliciting letters of interest for grants for transportation alternatives. Commissioner Gardner advised that this program requires a 20% match from Spalding County. Should the County wish to participate, Commissioner Gardner stated that the Rails for Trails study would be a good project for this grant. To get the Rails for Trails study underway, the County would need to get the engineering completed. Mr. Wilson noted that this project is estimated to cost anywhere from \$600,000 to \$800,000. The 20% match would be approximately \$120,000 to \$160,000. **Board consensus not to proceed with submittal of a letter of support for this project.** Additionally, Commissioner Gardner requested the status of road striping on High Falls Road. He noted that they only completed one line.

Johnson- This has been a tough budget year but she commended the Board for a great job. Commissioner Johnson noted that she will make it he point to go visit County Departments to help her better understand what it is that they do; thus, helping her become more acclimated with the budget.

Flowers-Taylor- Thanked Commissioner Johnson for making herself available to help on insurance. Chairman Flowers-Taylor questioned if a definitive policy for long term sick leave had been established. Mr. Wilson noted that he plans on bringing this before the Board at their next regularly scheduled meeting. Furthermore, Chairman Flowers-Taylor thanked staff for their work on the

budget and noted that it is still not sealed in cement. In closing, Chairman Flowers-Taylor noted that she still feels that longevity is a bonus.

XIII. CLOSED SESSION – NONE

XIV. ADJOURNMENT

Motion/Second by Ray/Johnson to adjourn at 7:23 p.m. Motion carried unanimously by all.

/s/ _____
Chairman

/s/ _____
County Clerk

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