

MINUTES

The Spalding County Board of Commissioners held their Extraordinary Session in Room 108 in the Courthouse Annex, Monday, October 21, 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 Stephanie Windham and County Clerk, Ex-Officio Ricky L. Clark Jr. to record the minutes.

- I. OPENING (CALL TO ORDER) – Chairman, Gwen Flowers-Taylor
- II. INVOCATION – Sandra Fendley, Senior Pastor, Vaughn United Methodist Church
- III. PLEDGE TO FLAG – Commissioner Raymond Ray
Motion/Second by Johnson/Gardner to amend the agenda by adding under “New Business” Item #11, Consider approval of Resolution adopting the 2013 CIE-STWP. Motion carried unanimously by all.
- IV. PRESENTATIONS/PROCLAMATIONS –
 1. Consider Proclamation declaring November as “Epilepsy Awareness Month.”

Proclamation

Epilepsy Awareness Month

- WHEREAS:** Epilepsy is a neurological condition characterized by recurrent, unprovoked seizures; and
- WHEREAS:** Epilepsy and seizures affect three million people across the United States, including many children and adults in Spalding County, Georgia diagnosed with recurring seizures; and
- WHEREAS:** Epilepsy is the third most common neurological disorder among adults after Alzheimer’s disease and stroke; and
- WHEREAS:** Ten percent of the American population will experience a seizure in their lifetime; three percent will develop epilepsy by age 75; and
- WHEREAS:** While epilepsy cannot currently be cured, many of those diagnosed with epilepsy can control their seizures with modern medicine and surgical techniques;
- WHEREAS:** People with epilepsy continue to face social stigmatization and discrimination; and
- WHEREAS:** National Epilepsy Awareness Month is designed to increase the awareness of the disorder in an effort to encourage more Americans to understand the effects of epilepsy.

**NOW, THEREFORE
BE IT RESOLVED**

We, the Spalding County Board of Commissioners, do hereby proclaim the month of November 2013 as

“Epilepsy Awareness Month”

In Spalding County, Georgia and urge all citizens to learn more about the symptoms and treatment of seizures to better understand epilepsy, and the many individuals, families and communities epilepsy impacts.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the County to be affixed this, the twenty first day of October, in the year of our Lord, two thousand thirteen.

Gwen Flowers-Taylor, Chairman

William P. Wilson, Jr., County Clerk

The following were present to receive the Proclamation and offer words of appreciation and gave a brief story on living with epilepsy: Claudia Woodruff, Lisa Webster & Susan Dean.

Motion/Second by Ray/Gardner to approve Proclamation declaring November as "Epilepsy Awareness Month." Motion carried unanimously by all.

2. Presentation of new Spalding County Deputy Chief of Administration, Glenn Polk and new Deputy Chief of Operations Jamie Clark by Fire Chief Kenny West.

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.

Anton Haven- 1017 Yorkshire Drive Griffin, Georgia

He is a Griffin Soccer Coach and father of two youth soccer players. Mr. Haven stated that there is a potential long term health consequence if the County does not add lights to the soccer field. According to recent study, lights are a need and the report also shows that only 4% of our population have access to parks and places of physical activity. Furthermore, Mr. Haven noted people being active in sports can have a positive physical effect on their lives and will prevent pregnancies, cancer, etc.

Barron Cumming- 1331 Grantland Road Griffin, Georgia

Current President of the Griffin Youth Soccer Association. Mr. Cumming spoke on the importance of placing recreational projects on the upcoming SPLOST. In addition, Mr. Cumming noted that the addition of lights and an aquatic center will benefit all residents of Spalding County. Once the lighting is complete, the association would be able to host additional events which will attract tourists to help SPLOST revenue, noted Mr. Cumming. Furthermore, Mr. Cumming stated that visitors would be contributing to the funding of all SPLOST projects. If we do not add the recreational projects, the county would not receive support of a SPLOST vote, noted Mr. Cumming.

Joel Pasch – 1058 Moreland Road Williamson, Georgia

Mr. Pasch stated that he played and coached soccer for over 25 years. Needs vs. wants are regularly discussed amongst children ages both 3 & 5. As commissioners, the goal should be to determine the citizen's needs. Soccer needs lights due to the relationship for each light vs. the number of participants. Mr. Pasch stated that Ambucs, City Park, Wyoming Tyus & Volunteer Park all have a total of 560 lights for outside sports. Of these lights, only 48 are provided for youth. There were 2810 youth participants requiring outdoor lighted fields in fall; 44% were youth soccer players.

James Marcoux – 1724 Cardinal Drive Griffin, Georgia

As a coach and a parent, he has watched youth soccer players only having two fields to practice on and also had to use two of the baseball fields. Mr. Marcoux stated that the Soccer Association was promised that the whole complex would be lit. Mr. Marcoux also stated that the cables are already in the ground. Subsequently, all generations have played with only one lit field. He is a member of the Senior Center and as a senior in Spalding County he is taken care of. He wishes that youth in our community be afforded the same quality of life. In comparison, Mr. Marcoux stated that it costs far more money to pave a road than it does to maintain electricity of lights. In closing, Mr. Marcoux prompted attendees to look outside on November 5th and this will tell them what the future of the county will look like.

George Danner- 3241 W. Ellis Road Griffin, Georgia

Mr. Danner stated that he is the Past President of the Griffin Youth Soccer Association and Volunteer Coaches Association. He noted that he started soccer in Griffin. Mr. Danner stated that he is concerned about his child and his future in soccer. Mr. Danner advised that he along with Bain Proctor founded the Youth Soccer Association in 1984. Former President Wayne Gardner founded the Excel program in 1990 and also added a girls program. At this time the name was changed from the Griffin Youth Soccer Club to the Griffin Youth Soccer Association. Their vision was to bring top level competition soccer to Griffin. Mr. Danner noted that due to a three day Doc Holliday Tournament held, it was estimated that the tournament grossed a quarter of a million dollars to the community. In closing, Mr. Danner stated that it has been 15 years since the Park opened and they desperately need lights.

David Horne- 404 Maddox Road Griffin, Georgia

Mr. Horne is the President of the Griffin Swim Team. Their group is the smallest association amongst Parks & Recreation. He and soccer are united as one, noted Mr. Horne. This county needs quality of life which is a good recreation program. Fifteen years ago, the City Pool was built. He has been the President of the past three (3) years. Mr. Horne noted that no improvements had been made and the Swim Team has maxed out the tiny facility. Over 3,000 people attended the last meet, noted Mr. Horne. Pike, Lamar & Butts all attend Spalding County swimming events because they do not have a facility of their own. Mr. Horne stated that we need more programs to get quality of life for our youth.

Tim Peebles- 126 Maplewood Drive Griffin, Georgia

Mr. Peebles stated that he is a Past President of the Griffin Soccer Association. There have been no capital improvements made to Wyomia Tyus Park since it was built. Originally, there were five (5) fields, now there are eight (8) with approximately 800 kids and the association cannot absorb paying for lights, noted Mr. Peebles. Mr. Peebles stated that there is also a great need to add fencing to the park and better parking to accommodate the 1000's of visitors each week. Furthermore, Mr. Peebles stated improvements to Wyomia Tyus Park was a priority for former director Louis Greene. In closing, Mr. Peebles noted that Henry County & the City of Newnan passed a SPLOST and built a great soccer facility and Spalding County should follow suit.

Robert Lattimore – 2847 Teamon Road Griffin, Georgia

Mr. Lattimore stated that he is concerned with the way the auction is handled. Mr. Lattimore recommended accepting bids in front of all bidders.

To clarify comments made during Citizen Comments, Chairman Flowers-Taylor stated that there has not been an official decision as to the projects that will be included on the upcoming SPLOST. She also stated that she agrees with 99% of what everyone has said and would look forward to seeing all of them serve as volunteers on the SPLOST Committee once formed. Chairman Flowers-Taylor urged anyone wishing to serve to contact the County Manager for further details.

Motion/Second by Ray/Gardner to add the following Presentations: Chief Assessor Larry Lillard (Update regarding appeals) & Robert Mohl (Presentation of Maps of Proposed Airport). Motion carried unanimously by all.

Presentation from Larry Lillard in reference to an update of the current appeals status.

Mr. Lillard advised the Commission that the Board of Assessors has certified 1,960 appeals. Of those appeals 152 were from 2010; 410 were from 2011 & 1394 from 2012. The Board of Equalization began conducting hearings on August 6,

2013. Currently the Clerk of Court has hearings scheduled through the end of November. As of today, the Board of Equalization have heard 714 appeals, 450 have passed the 30 day expiration time to certify to the Superior Court and values have been finalized. There are currently 262 pending the 30 day expiration time; 2 have been certified for Superior Court. Mr. Lillard advised that the Assessors received a finalization list from the Clerk of Court and are currently updating records in accordance to the 299c rule which is established by the Department of Revenue. The Assessors have begun sending errors to the Tax Commissioner to begin rebilling to correct 2013 values. Furthermore, Mr. Lillard presented the Board with the following summary:

Beginning Date	10/14/2013		
Ending Date	10/18/2013		
Total Appeals Heard	714	Total Appeals Heard	139
No Show	317	No Shows	124
Changed	259	Changed	12
No Change	455	No Change	127
Total Starting Value	76,587,668	Total Starting Value	9,773,152
Total BOA Proposed Values	72,710,164	Total BOA Proposed Values	9,606,004
BOA Concessions at Appeal	3,877,504	BOA Concessions at Appeal	167,148
Percentage Loss	5.1%	Percentage Loss	1.7%
Total BOA Proposed Values	72,710,164	Total BOA Proposed Values	9,606,004
Total BOE Established Values	71,865,851	Total BOE Established Values	9,501,450
BOE Additional Reductions	844,313	BOE Additional Reductions	104,554
Additional Percentage Loss	1.1%	Additional Percentage Loss	1.1%
Total Starting Value	76,587,668	Total Starting Value	9,773,152
Final Value	71,865,851	Final Value	9,501,450
Loss on Appeal	4,721,817	Loss on Appeal	271,702
Percentage Loss	6.2%	Percentage Loss	2.8%

Presentation from Robert Mohl in reference to the new proposed Griffin-Spalding County Airport.

Mr. Mohl presented the Commission with a map that delineated the area necessary for land acquisition of the new airport. Furthermore, Mr. Mohl advised that copies of the map may be found on the City's website: <http://www.cityofgriffin.com/Departments/Airport/IWANA.aspx> Mr. Wilson advised that the County will keep a copy of the map in Community Development.

At this point Chairman Flowers-Taylor called for a recess of five minutes. Motion by Ray/Gardner to recess at 6:50 pm. Motion carried unanimously by all.

Chairman Flowers-Taylor called the meeting back to order at 6:56 pm.

VII. MINUTES –

1. Consider approval of Minutes of the following meetings: October 7, 2013 Regular Meeting.

Motion/Second by Ray/Johnson to approve Minutes of the following meetings: October 7, 2013 Regular Meeting. Motion carried unanimously by all.

VIII. CONSENT AGENDA – NONE

IX. OLD BUSINESS – NONE

X. NEW BUSINESS -

1. Consider recommendation from the Griffin Main Street Program for construction of a storage facility for the Park @ Sixth and purchase of a restroom trailer utilizing Hotel/Motel Tax Funds.

Daood Amin, Chairman Main Street Advisory Board stated that these mobile restrooms are more than what the average person would think of. These bathrooms are in fact ADA assessable and can be used for more events than just the Park @ Sixth. Mr. Amin also stated that the mobile restrooms could be used in emergency situations.

Kenda Woodard, Main Street Program Manager stated that the Park @ Sixth Amenities Center would include Mobile ADA restrooms, additional secure storage (for large items: i.e. tables and chairs, sound system, movie screen, etc.), & a mobile “Green Room” area for visiting performers, used as “bridal suite”, etc. Ms. Woodard stated that at current the Park @ Sixth is an award winning park and event space with no restroom facilities which is the biggest complaint amongst renters and event goers. There is also no storage for large items. Other concerns as noted by Ms. Woodard was the fact that there is no place for talent to get ready or prepare for performances. The addition of the storage facility and the Mobile Restroom will increase park usability and increase rentals, noted Ms. Woodard. Ms. Woodard stated the storage facility is estimated to cost approximately \$13,400.00 based on utilizing County labor. The ADA complaint Mobile Restroom is estimated to cost approximately \$75,000.

Commissioner Ray stated that when this option was first discussed the commissioners requested that the project be a joint funding venture between private parties and the County. He questioned if Mr. Amin had investigated in private funding. Mr. Amin stated that the Main Street Board is looking at going back before the City of Griffin Commission to recommend them paying for electrical and water. No additional funding has been solicited, noted Mr. Amin.

Commissioner Johnson questioned the security of the Mobile Restroom Facility. Mr. Amin noted that the current plan is to house the Mobile unit at the Carver Road Fire Station. The amenities unit would be housed on site. Once someone successfully completes rental of the Park @ Sixth, the mobile unit would be transported.

Commissioner Miller questioned the responsible party for setting up the Mobile Unit. Mr. Amin stated that the Parks & Recreation Department would handle setting up the Mobile Unit.

Chairman Flowers-Taylor questioned when events are happening at the Park @ Sixth, who sets up the Port-A-Johns. Mr. Wilson advised that this service is contracted out. Chairman Flowers-Taylor also questioned if the Mobile Unit would accommodate wheelchairs. Mr. Amin noted that everything is self-contained and the Mobile Unit can accommodate up to ten (10) people at a time. Chairman Flowers-Taylor stated that it is also her understanding that the City of Griffin pays utilities. Mr. Wilson attested this statement.

Ms. Woodard advised that for the 18 months the Park has been in existence, the City has paid \$4,000 in water bills. On an average, during the summer the bill

runs about \$350 per month with irrigation along with the use of storm water system.

Chairman Flowers-Taylor questioned who would be the responsible party for filling the water tank on the Mobile Unit. Mr. Amin noted that when Main Street goes before the City Commission he would ask them to incorporate the Mobile Unit within their plan as well. He also plans to ask for additional water and electrical hookups for the Mobile Unit.

Commissioner Miller stated that he was not in favor of Parks & Recreation having to be paid time and a half to set up for the Park @ Sixth. Mr. Amin stated that the Park is set up during working hours so no overtime would be necessary. Furthermore, Mr. Amin stated that since the units will be owned by the county, they will be brought in on Friday and returned on Monday.

Chairman Flowers-Taylor questioned why such an expensive unit was proposed. Mr. Amin stated that the Mobile Unit that has been chosen is extremely nice and durable and well worth the cost. Chairman Flowers-Taylor also questioned who priced the unit. Mr. Amin stated that T.J. Imberger was responsible for obtaining a price for the unit.

Commissioner Gardner questioned if the \$20,000 originally budgeted for the Main Street Program would be deducted from the \$88,400. Chairman Flowers-Taylor also questioned the budget. Mr. Wilson explained that \$90,000 per year in revenues were budgeted in Hotel-Motel Tax. There is approximately \$400,000 in fund balance for Hotel-Motel Tax. The \$20,000 budgeted for the Griffin Main Street Program is for dedicated projects and does not include this current request.

Motion/Second by Johnson/Gardner to approve recommendation from the Griffin Main Street Program for construction of a storage facility for the Park & Sixth and purchase of a restroom trailer utilizing Hotel/Motel Tax Funds for an amount not to exceed \$75,000.00 for a Mobile Restroom & \$13,400 for a Storage Facility. Motion carried unanimously by all.

2. Consider approval of Master Services Agreement with Paragon Consulting Group, Inc.

Mr. Wilson stated that the current Master Services Agreement expires December 31, 2013 and the proposed new agreement commences January 1, 2014. There is no increase in rates with the new agreement. Under the existing agreement the County has paid Paragon approximately \$78,000 of which \$44,000 was paid in 2008. Mr. Wilson stated that this agreement sets out the terms and conditions of services to be provided should there be a need for services during the term of the agreement.

Commissioner Miller questioned if there would be any additional services. Mr. Wilson stated that depending on what the project is, the cost is subject to change but not to exceed the budget.

Commissioner Ray questioned if this agreement was separate from the Water Authority. Mr. Wilson responded affirmative. Brian Upson, Paragon Consulting Group stated that in the past there was one master services agreement in which handled the Water Authority & any SPLOST projects. To lessen the confusion, he has spoken with Mr. Wilson and Dave Lamb to establish a separate Water Authority Master Services Agreement. The proposed Master Services Agreement would consist of only County projects.

MASTER SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of January 1, 2014, between Spalding County (“OWNER”) and Paragon Consulting Group, Inc. (“ENGINEER”). The OWNER wishes to engage ENGINEER to provide professional engineering and consulting services. The services provided under this agreement shall encompass primarily the areas of stormwater management and water resources engineering. In general, the services provided by the ENGINEER under this AGREEMENT will include, but not necessarily be limited to, the following services:

- Project Management

- Project Planning
- Feasibility Studies
- Engineering Analysis
- Provision of Construction Cost Opinions and Data
- Technical Reports
- Engineering Design
- Permitting and Regulatory Agency Coordination
- Construction Management and Oversight
- Easement Acquisition
- Other engineering services may be added at the discretion of the OWNER, under the terms of this AGREEMENT

The ENGINEER will work with the OWNER to coordinate and integrate the overall management, planning, analysis, engineering design, consulting and construction review for each project. In general, the ENGINEER will oversee project management and planning, scope of work development, work progress monitoring, project schedule maintenance, engineering design, construction review, project cost control, plan review, planning and zoning review, inspections, and review of testing as outlined by the Spalding County Development Ordinances as well as address additional design related tasks specifically requested by the OWNER.

The ENGINEER will prepare and submit a TASK ORDER FORM (TOF) to be executed between the OWNER and the ENGINEER for each specific work element, project, report, study, task, etc. (unless directed otherwise by the OWNER), which will specify the scope of services, schedule, and fee arrangement for that particular task. Each TOF will reference this AGREEMENT and be an amendment to this AGREEMENT. The OWNER has the option to direct the ENGINEER to utilize an alternative method to the TOF (as warranted by the work task requested) including memo, email or other similar and acceptable documentation method.

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering and management services by ENGINEER and the payment for those services by OWNER as set forth below.

1.0 SECTION 1 – GENERAL PROJECT MANAGEMENT AND CONSULTING ENGINEERING SERVICES

1.1 **Description.** ENGINEER shall provide professional services to the OWNER in the form of program management, project management and consulting engineering services, from time to time, as requested by OWNER in a manner consistent with the ENGINEER's designation as Consulting Engineer for the OWNER. These services will be provided on a formal (written) or informal (verbal) basis as determined by the circumstances and the wishes of the OWNER. Examples of General Program Management, Project Management and Consulting Engineering Services would include, but not be limited to, the following:

1.1.1 Review of existing system data and providing of advice pertaining to County operations, planning, expansion, repair or other matters that may be of concern to OWNER.

1.1.2 Serve as consulting engineer on behalf of the OWNER to various subconsultants as it relates to project planning, scope of work development, work progress oversight, project QA/QC, budget review/management, schedule and construction oversight.

1.1.3 Preparation of engineering studies, alternative evaluations, surveys, reports, cost estimates, financial analysis, or other engineering documents specifically requested by OWNER.

1.1.4 Serve as engineering liaison for the OWNER to various local, state and federal agencies that may have jurisdiction over certain aspects of OWNER'S operations.

1.1.5 Provide other engineering related services as may be requested and authorized by the OWNER.

2.0 SECTION 2 – BASIC ENGINEERING SERVICES

2.1 **Basic Engineering Services.** Include those services normally associated with project management, engineering analysis and engineering design for stormwater management related projects, or other projects stipulated by the OWNER. Engineering services will typically include, but not be limited, to the following.

2.2 **Preliminary Design and Planning Phase.** The ENGINEER shall:

2.2.1 In consultation with OWNER, and on the basis of the available Preliminary Study information, define the project specific objectives, scope of work, schedule, and preliminary budget for projects requested by the OWNER.

2.2.2 Advise OWNER if additional data or supplemental professional services of the types described in this AGREEMENT are necessary, and procure the necessary services.

2.2.3 Prepare preliminary design documents consisting of the following: design criteria, cost estimate information, preliminary drawings, project scope of work development, design schedule and written description of the project.

2.2.4 Provide coordination, permitting, and managerial assistance to the OWNER regarding utility relocation, easements, etc. as specifically requested by the OWNER.

2.3 **Comprehensive Design Phase.** The ENGINEER shall:

- 2.3.1 Perform engineering surveys of the construction site to determine horizontal and vertical site data including topography, relevant site elevation data, locations and measurements of existing site conditions that could affect the project.
- 2.3.2 Represent the OWNER at public hearings and County meetings with applicable regulatory agencies and/or County Commission and County Staff.
- 2.3.3 Preparation of detailed design plans, specifications, documents (a.k.a. Contract Documents/Bidding Documents) and engineering cost estimates for the project.
- 2.3.4 Oversee the work efforts of the subconsultants as it relates to the overall project objectives, schedule and budget. Technical accuracy and design quality will be the responsibility of the subconsultant unless otherwise stipulated in their contract with the ENGINEER.
- 2.3.5 Advise OWNER of potential adjustments as it relates to total project costs resulting from changes in project scope, extent, character, or design requirements of the project or construction costs.
- 2.3.6 Furnish copies of design plans, specifications and documents for approval by the OWNER, his representatives, and applicable regulatory authorities.
- 2.4 **Pre-Construction Phase.** The ENGINEER shall:
 - 2.4.1 Pre-qualify, when possible, contractors for bidding the various projects.
 - 2.4.2 Assist OWNER in advertising for and obtaining bids or negotiating contracts for each construction project, and maintain a record of prospective bidders to whom Construction Documents/Bidding Documents have been issued, attend pre-bid conferences and issue Construction Documents/Bidding Documents.
 - 2.4.3 Issue addenda appropriate to interpret, clarify or expand the Construction Documents/Bidding Documents.
 - 2.4.4 Consult with OWNER concerning, and determine, the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Construction Documents/Bidding Documents.
 - 2.4.5 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. ENGINEER will verify that the contractor's insurance and bonding capabilities meet the OWNER's requirements.
- 2.5 **Construction Phase Services.** The ENGINEER shall:
 - 2.5.1 ENGINEER will arrange a pre-construction conference with the successful bidder to discuss administrative issues associated with the project; establish site safety procedures (where applicable); address project logistics; establish lines of communication; and address other applicable issues as necessary in the interest of construction QA/QC and safety.
 - 2.5.2 ENGINEER will review the CONTRACTOR's work schedule to ensure general conformance with preliminary schedules developed by the OWNER and ENGINEER. Appropriate modifications will be recommended to CONTRACTOR in an effort to ensure efficiency in the construction process. ENGINEER will notify the OWNER if significant discrepancies exist in the CONTRACTOR's schedule as compared to the agreed upon construction schedule with the applicable parties.
 - 2.5.3 ENGINEER shall serve as the OWNER's representative with duties and limitations

of responsibility and authority as stated in the general conditions of construction Contract Documents.

- 2.54 ENGINEER shall visit the site at regular intervals appropriate to the various stages of construction to observe progress and quality of the CONTRACTOR's work, and shall keep OWNER informed of same.
- 2.6 **Interpretations and Clarifications.** ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents/Bidding Documents and in connection therewith prepare work change directives and process CONTRACTOR's change orders as required.
- 2.7 **Shop Drawings.** ENGINEER shall review cut sheets, submittals, shop drawings and other relevant data. ENGINEER shall review shop drawings and other data which CONTRACTOR(s) are required to submit, but only for conformance with the design concept of the project and compliance with the information given in the design plans, specifications and documents. ENGINEER will review and approve CONTRACTOR's shop drawings and provide approved copy of drawing to the OWNER prior to CONTRACTOR notification.
- 2.8 **Schedule Monitoring.** ENGINEER will review and update CONTRACTOR(s) schedule(s) to monitor construction progress and to assist the CONTRACTOR in identifying potential "work arounds" to make up for work delays, change orders, etc. Updated schedules will be provided to the OWNER as necessary unless agreed otherwise.
- 2.9 **Applications for Payment.** ENGINEER will review CONTRACTOR's applications for periodic payment to verify that amounts requested by the CONTRACTOR agree with actual progress of the work. Approved applications will be submitted to the OWNER for payment.
- 2.10 **Correspondence.** ENGINEER will distribute and maintain project correspondence and documents throughout the construction phase. Schedules for project deliverables will be established and adhered to in order to maintain the overall project schedule(s).
- 2.11 **Contract Closeout.** ENGINEER shall conduct a review of each project phase to determine if the work is substantially complete and a final review of each project phase will be performed to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to CONTRACTOR and may give written notice to OWNER and the CONTRACTOR that the work is acceptable (subject to any conditions therein expressed).

3.0 SECTION 3 – SUPPLEMENTAL SERVICES

- 3.1 The services listed in this section will be provided to supplement the services outlined in the previous sections. If authorized by the OWNER, ENGINEER will furnish (or utilize the services of subconsultants/subcontractors as necessary) these services under the terms of this AGREEMENT.
- 3.2 Examples of Supplemental Services include, but are not necessarily limited to, the following:
- a) Geotechnical Engineering and Related Services.
 - b) Surveying (i.e. construction staking, property boundary, topographic

surveys, easement plats, etc.).

- c) Environmental Engineering and Assessment Services. (i.e. environmental impact studies, Phase I and Phase II Assessments, etc.).
- d) Hydrogeology and Geology.
- e) Geographical Positioning Systems (GPS) Mapping and Geographical Information Systems (GIS).
- f) Supplemental or Extended Services, made necessary by (1) work damaged by fire or other cause during construction, (2) prolongation of the construction contract period, and (3) default by the Contractor.
- g) Services resulting from significant changes in extent of the project or revision of previously accepted concepts, reports, design plans, specifications or documents when such revisions are due to causes beyond control of ENGINEER.
- h) Transportation Engineering (i.e. road design, R/W acquisition, traffic analysis, etc.)
- i) Resident Inspection for Construction.
- j) Preparation of As-built Drawings, unless required by a specific project TOF.

4.0 SECTION 4 – FEES AND PAYMENTS TO ENGINEER

- 4.1 For general consulting engineering services as outlined in this AGREEMENT, OWNER shall pay ENGINEER the fee documented in the project specific Task Order Forms (TOFs). It is anticipated that professional services will be performed and reimbursed on payment terms agreeable to both parties (i.e. lump sum, hourly, etc.). The proposed unit rates identified for this AGREEMENT are broken out by labor category and are included as ATTACHMENT “A”. Any unique unit rates or costs related to outside subconsultants contracted to the ENGINEER to provide specialized services for specific work tasks will be included in the project specific TOFs. It will be the responsibility of the ENGINEER to periodically update the OWNER regarding incurred fees for the various projects executed under this AGREEMENT as it relates to an estimated project budget in the event that a budget revision is warranted by the work effort undertaken, or anticipated, by the ENGINEER and as agreed to by the OWNER. ENGINEER and OWNER will also periodically review project progress and schedules to ensure timely completion of work.
- 4.2 The labor category unit rates are included in ATTACHMENT “A” and apply to those employees of the ENGINEER who are engaged in providing professional services under this AGREEMENT. In addition to the customary overhead items, the following costs are specifically defined as an overhead charge and there shall be no additional charge for these costs: telephone charges, computer expenses, use of company vehicles, in-house reproduction, photocopying, and routine expendable/office supplies. Direct expenses (including subconsultants hired by the ENGINEER) will be invoiced at cost plus 15% to the OWNER. The ENGINEER stipulates that the labor category billing rates may be revised on an annual basis (January) to account for salary adjustments. The OWNER reserves the right to review the proposed annual billing rate adjustments for approval prior to implementation by the ENGINEER.

- 4.3 ENGINEER shall submit monthly invoices to OWNER in a format acceptable by the OWNER. OWNER shall endeavor to make payment to ENGINEER within thirty days from receipt of invoice.

5.0 SECTION 5 – OWNER’S RESPONSIBILITIES

5.1 OWNER shall:

- 5.1.1 Allow the ENGINEER to have reasonable access to the site for activities necessary for the performance of the services. If reasonable access is not provided and consequently the ENGINEER is denied or delayed in performing their services, the associated fees and costs may be viewed in their entirety as a reimbursable expense.

- 5.1.2 Promptly furnish to ENGINEER the information requested by ENGINEER needed for rendering of services hereunder. The OWNER shall provide to the ENGINEER all such information as is available to the OWNER and the OWNER’s consultants and contractors, and the ENGINEER shall be entitled to rely upon the accuracy and completeness thereof. The OWNER recognizes that it is impossible for the ENGINEER to assure accuracy completeness and sufficiency of information provided to ENGINEER by OWNER or third parties. Accordingly, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER and the ENGINEER’s subconsultants harmless from any claim, liability or cost (including reasonable attorneys’ fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the OWNER to the ENGINEER.

- 5.1.3 Assist ENGINEER by placing at his disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.

- 5.1.4 Designate a person (or persons) to act as OWNER’s representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define OWNER’s policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER’s services.

6.0 SECTION 6 – ENGINEER’S RESPONSIBILITIES

- 6.1 **Project Management and Design.** The ENGINEER shall manage and design the work in strict compliance with all applicable laws and in strict compliance with applicable codes. All plans and specifications shall bear the signature and seal of the ENGINEER, which shall be prima facie evidence that the ENGINEER has exercised the degree of skill and professional competence required of professional engineers licensed in the State of Georgia and that the ENGINEER has not practiced beyond the limits of his field of specialty or expertise.

- 6.2 **Standard Professional Services.** The ENGINEER by the execution of this AGREEMENT contracts that he is possessed of that degree of care, learning, skill and ability which is ordinarily possessed by other members of his profession and further contracts that in the performance of the duties herein set forth he will exercise such degree of care, learning, skill and ability as is ordinarily employed by professional engineers licensed to practice in the State of Georgia under similar conditions and like circumstances and shall perform such duties without neglect, and shall not be liable except for failure to exercise such degree of care, learning,

skill and ability. Any other provision of this AGREEMENT to the contrary notwithstanding, the ENGINEER shall not receive any fee on account of increases in cost resulting from change orders necessitated by errors or oversights of the ENGINEER.

6.3 **Professional Liability Insurance.** Simultaneous with the execution of this AGREEMENT, and prior to the provision of any professional services by the ENGINEER, and during the entire term of this AGREEMENT, including future renewals thereof, the ENGINEER shall maintain in full force and effect a policy of professional liability insurance from a company authorized to do business in the State of Georgia in limits of \$1,000,000 each claim, \$2,000,000/year aggregate, with \$25,000 per claim deductible. The ENGINEER represents warrants and covenants that in the event a claim is filed against such policy, the ENGINEER has sufficient unencumbered assets and financial standing to pay in full the maximum deductible per claim. If requested, the ENGINEER shall furnish evidence of said coverage to OWNER in the form of a certificate from the issuing insurance company that the policy is in good standing. If two or more claims are made by ENGINEER against said coverage, at any time relevant to this AGREEMENT, notice of such fact shall be furnished to OWNER in writing, which event shall furnish OWNER the option to terminate this AGREEMENT. As further condition, said policy shall not be canceled, changed, allowed to lapse or allowed to expire until ten (10) days after written notice is given by ENGINEER or OWNER, via certified mail, return receipt requested. ENGINEER shall at all times during the terms of this AGREEMENT, including for four (4) years after the expiration or termination of the AGREEMENT for any reason, maintain continuity of coverage described herein against any liability directly or indirectly resulting from ENGINEER or its employees or its subconsultant's duties in connection with this AGREEMENT, or other acts or omissions of ENGINEER or its respective employees or agents occurring in whole or in part during the term of this AGREEMENT. ENGINEER shall procure continuity coverage by obtaining subsequent policies which have a retroactive date of coverage equal to the effective date of this AGREEMENT or by obtaining an extended recording endorsement with coverages consistent with those described herein.

6.4 **Personal Services.** In contemplation that engineering services are personal, the ENGINEER agrees that no change in the business organization of the ENGINEER under which the firm shall perform shall be made during the AGREEMENT term, unless prompt written notice to the OWNER is given, which event shall afford the OWNER the option to terminate this AGREEMENT.

6.5 **Approval of Bonds by Bidders.** Inasmuch as the ENGINEER will provide assistance to the OWNER in the bidding and negotiating of water & sewer and public works contracts, for which the successful contractor must present payment and performance bonds as a condition of the award of such contracts, it shall be the duty of the ENGINEER to verify that the Surety for Contractor's Bonds meets the criteria contained in the General Conditions of the Contract Documents (listed on Federal Register Circular 570) and licensed and in good standing with Insurance Commission of the State of Georgia.

6.6 **Compliance with Equal Employment Opportunity Laws and Americans with Disabilities Act.** As a condition for entry of this AGREEMENT, the ENGINEER represents warrants and covenants that at the time of entry of this AGREEMENT, and during the term thereof, the ENGINEER shall observe and comply with all applicable laws governing equal employment opportunities, including the employment of persons with disabilities, as defined by the Americans with Disabilities Act of 1991.

7.0 SECTION 7 – GENERAL CONSIDERATIONS

- 7.1 **Commencement.** This AGREEMENT will take effect upon delivery of executed AGREEMENT to both parties.
- 7.2 **Term of AGREEMENT.** The initial term of this AGREEMENT shall be from the date of execution by all parties to and including December 31, 2018. Thereafter, unless either party provides at least 90 days prior notice to the contrary, the AGREEMENT shall automatically renew for increments of one year at each December 31. Either party, upon giving 90 days written notice, may terminate this AGREEMENT at any time without cause. Termination of this AGREEMENT by either party shall not impair or affect whatever rights, including payment for services performed prior to termination either party may have under this AGREEMENT.
- 7.3 **Authorized Representative.** ENGINEER shall designate a person (or persons) to act as ENGINEER's representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to this AGREEMENT.
- 7.4 **Successors and Assigns.**
- 7.4.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of each are bound, to the other party to this AGREEMENT and to the partners, successors, executors administrators, assigns and legal representatives of such other party, in respect to all covenants, AGREEMENTs and obligations of this AGREEMENT.
- 7.4.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other.
- 7.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.
- 7.5 **Limitations of Responsibility.** Nothing herein shall be construed as making the ENGINEER responsible for supervising or directing the work of the OWNER, Contractors or others furnishing work related to the project. Nor shall ENGINEER have authority over means, methods, techniques or procedures of construction, or for safety precautions incident to the work of the OWNER, Contractors or other, or for any failure of same to comply with laws, rules or regulations. ENGINEER cannot guarantee the performance of work by Contractors nor assume responsibility for Contractor's failure to perform in accordance with Contract Documents.
- 7.6 **Indemnification.** The OWNER shall indemnify and hold harmless ENGINEER and all of its personnel from and against any claims, damages, loss and expenses (including attorney's fees) arising out of or resulting from the performance of the services under this AGREEMENT, provided that any such claim, damage, loss or expense is solely caused by the negligent act or omission of the OWNER, its employees or agents (except ENGINEER). The ENGINEER's liability will be limited to the negligence, willful misconduct or omissions of its own employees, agents, subcontractors and subconsultants and ENGINEER shall, and hereby, does indemnify OWNER from the same.
- 7.7 **Re-use of Documents.** All documents including design plans, specifications and documents prepared by ENGINEER pursuant to this AGREEMENT are instruments of service in respect of the project. They are not intended or represented to be

suitable for re-use by OWNER or others on extensions of the project or on any other project.

- 7.8 **Controlling Law.** This AGREEMENT is to be governed by the laws of the State of Georgia. The parties hereby agree and stipulate this AGREEMENT was made and entered into in Spalding County, Georgia, which shall be appropriate venue for any action brought relating thereto.
- 7.9 **Severability and Reformation.** Any provision or part thereof of this AGREEMENT held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
- 7.10 **Betterment.** If, due to the ENGINEER's negligence, a required item or component of the Project is omitted from the ENGINEER's construction documents, the Engineer shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Engineer be responsible for any cost or expense that provides betterment or upgrades or enhancement of the project.
- 7.11 **Risk Allocation.** In recognition of the relative risks, rewards and benefits of the project to both the OWNER and the ENGINEER, the risks have been allocated such that the ENGINEER and the OWNER agree that, to the fullest extent permitted by law, each party's total aggregate liability to the one another and their respective contractors, subcontractors, consultants, and other parties with legal standing to file claims resulting from any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this AGREEMENT from any cause or causes, shall not exceed the total fee for a project specific TOF performed under this AGREEMENT. Such causes include, but are not limited to, the ENGINEER'S or OWNER'S negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
- 7.12 **Discovery of Hazard Materials.** Hazardous Materials may exist on the site on which work will be performed by the ENGINEER under this agreement. The OWNER acknowledges that the ENGINEER's scope of services for this project does not include any services related to the identification, removal or abatement of hazardous wastes. The ENGINEER and the OWNER agree that the discovery of hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. The ENGINEER and the OWNER also agree that the discovery of hazardous materials may make it necessary for the ENGINEER to take immediate measure to protect human health and safety, and/or the environment. The ENGINEER agrees to notify the OWNER as soon as practically possible should hazardous materials or suspected hazardous materials be encountered. The OWNER authorizes the ENGINEER to take any and all emergency measure that in the ENGINEER's professional opinion are justified to preserve and protect the health and safety of the ENGINEER's personnel and the public, and/or the environment, and the OWNER agrees to compensate the ENGINEER for the additional cost of such work.
- 7.13 **Site Operations.** The ENGINEERS field personnel will avoid hazards or utilities which are visible to them at the site. If the ENGINEER is given data in writing that reveals the presence or potential presence of underground or overground obstructions, such as utilities, the ENGINEER will give special instructions to their field personnel. The ENGINEER will conduct the research that in its professional opinion is necessary to locate utility lines and other objects that may exist beneath

the site's surface. The OWNER recognizes that the ENGINEER's research may not identify all subsurface utility lines and man-made objects, and that the information upon which the ENGINEER relies may contain errors or may not be complete. The ENGINEER is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions. For example, evaluations of existing buildings require that certain assumptions be made regarding existing conditions, many of which cannot be viewed by reasonable visual observation. The OWNER understands that actual field conditions may subsequently be found to vary from design assumptions which in turn may alter or increase the scope of the design and/or construction services.

7.14 **Arbitration and Venue.** OWNER and ENGINEER agree that any and all disputes arising under this agreement or relating in any way to the performance or non-performance of either party's obligations under this agreement will be submitted to final and binding arbitration. Such arbitration will be conducted according to the procedures of the American Arbitration Association and held in Spalding County, Georgia. The parties shall equally bear the costs of such arbitration until such time as the arbitrator renders a decision on the dispute. The parties agree that the final decision of the arbitrator will award all costs and attorney's fees in favor of the prevailing party and against the non-prevailing party. Should the arbitrator find in favor of one party on some issues and in favor of the other party on other issues, the arbitrator will have the discretion to apportion an award of costs and fees equally or in such proportion as the arbitrator deems appropriate under the circumstances. The only exception to this arbitration agreement is that either party may seek injunctive relief in any state or federal court having jurisdiction in Spalding County, Georgia, with costs and fees to be awarded to the prevailing party.

ACKNOWLEDGEMENT OF ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this AGREEMENT to be signed, sealed and delivered.

Dated this _____ day of _____, 2008.

OWNER:

ENGINEER:

Spalding County, Georgia

Paragon Consulting Group, Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A

UNIT RATES – 2013 BILLING RATES Paragon Consulting Group

The hourly rate schedule for additional services, if required shall be as follows:

Principal	\$155.00 per hour
Senior Engineer	\$145.00 per hour
Senior Landscape Architect	\$130.00 per hour
Project Manager I	\$125.00 per hour
Project Engineer III	\$ 95.00 per hour
Project Engineer II	\$ 85.00 per hour
Project Engineer I	\$ 75.00 per hour
Project Designer	\$ 75.00 per hour
Staff Engineer II	\$ 70.00 per hour
Staff Engineer I	\$ 65.00 per hour
Senior Engineering Technician	\$ 70.00 per hour
Engineering Technician II	\$ 65.00 per hour
Construction Inspector	\$ 65.00 per hour
Engineering Technician I	\$ 45.00 per hour
Field Technician	\$ 35.00 per hour
Senior Field Technician	\$ 65.00 per hour
Administrative Assistant	\$ 50.00 per hour
Subcontractor/Subconsultant	Cost + 15%

Motion/Second by Gardner/Ray to approve Master Services Agreement with Paragon Consulting Group, Inc. Motion carried unanimously by all.

3. Consider ratification of appointments to the CERT Administrative Council as recommended by Homeland Security Director Kenny West.

Mr. Wilson stated that the county applied for and received a \$9,000 grant for the formation of a Spalding County CERT (Community Emergency Response Team). Mr. Wilson stated that Chief West has recommend ratification of the following appointees: Commissioner Raymond Ray, Sheriff Wendell Beam (or his designee), Barbara Lights (911 Training & CAD Coordinator), Cynthia K. Tidwell (County Nurse Manager), Donna Parks (Griffin-Spalding School System), William P. Wilson, Jr., Ricky L. Clark, Jr., Deputy Chief Jamie Clark & Deputy Chief Polk. There is still a need for another Commissioner appointment and a Faith Based appointee.

After question from Chairman Flowers-Taylor, Commissioner Samuel Gardner was recommended to serve.

Motion/Second by Ray/Johnson to accept the following appointments to the CERT Administrative Council as recommended by Chief West: Commissioner Raymond Ray, Sheriff Wendell Beam (or his designee), Barbara Lights (911 Training & CAD Coordinator), Cynthia K. Tidwell (County Nurse Manager), Donna Parks (Griffin-Spalding School System), William P. Wilson, Jr., Ricky L. Clark, Jr., Deputy Chief Jamie Clark & Deputy Chief Polk. After discussion amongst the Board Commissioner Samuel Gardner will also serve on the Citizens Cert Administrative Advisory Council. There is still one outstanding appointment for a Faith-Based representative. Motion carried unanimously by all.

4. Consider bids for Commercial Fire Pumper for the Spalding County Fire Department.

Mr. Wilson stated that during 2010 one of our first out 1996 Pierce Saber Engines was totaled while responding to a call. From that point forward we took one of our 1989 Ford Grumman Reserve Engines and made it the first out engine which only left one reserve engine. Mr. Wilson stated that bids have been submitted and the low bid was submitted by E-One in the amount of \$222,874.00

Commissioner Johnson questioned the lifespan of the Fire Truck. Deputy Chief Jamie Clark stated that the lifespan is typically 25 years.

Chairman Flowers-Taylor questioned what happened to the other truck. Deputy Chief Jamie Clark stated that the Fire Department stores it at C&R Fleet Service and it is typically used for parts.

Motion/Second by Gardner/Miller to approve low bid as submitted by E-One in the amount of \$222,874.00 for purchase of a Commercial Fire Pumper for the Spalding County Fire Department. Motion carried unanimously by all.

5. Consider proposal from HDR Engineering, Inc. for groundwater monitoring and financial assurance cost estimates for the Yamacraw Road Landfill as required by the Georgia Environmental Protection Division.

Mr. Wilson stated that two groundwater tests are required by the GA EPD each year at the Yamacraw Landfill and a statement of Financial Assurance is required. Mr. Wilson stated that the total cost of \$28,400 which is budgeted in department 4520- Refuse Collection/Landfill of the General Fund. The first groundwater event was in progress and almost completed when this proposal was received.

Chairman Flowers-Taylor stated that HDR went ahead and did the groundwater testing because if we had not, we would have been in violation of EPD standards.

Mr. Wilson stated that in the future, the proposal will be set up on a fiscal year basis.

September 11, 2013

Mr. William Wilson
County Manager
Spalding County
119 E Solomon Street
Griffin, Georgia 30223

Subject: Proposal for 2013 Engineering Services
Spalding County – Yamacraw Road Landfill
Griffin, Georgia

Dear Mr. Wilson:

HDR Engineering, Inc. (HDR) appreciates the opportunity to provide Spalding County with this proposal for professional engineering services for the Spalding County – Yamacraw Road Landfill located in Griffin, Georgia. We have prepared this proposal to assist you with the 2013 Groundwater Monitoring events and the Financial Assurance report as required by the Georgia EPD.

HDR has provided this service to Spalding County for over 17 years. The reporting will be managed by Brad Stone, PE and will be assisted by Ashley Evans, PE. The HDR team and its personnel have extensive experience at Yamacraw Road Landfill in the recent groundwater monitoring reports. HDR will provide you the following services to complete a successful project.

Project Understanding

The Assessment of Corrective Measures (ACM) report was approved by the EPD in 2008 and the Corrective Action Plan (CAP, prepared by Qore Property Sciences) was approved by the EPD in April 2009. Per

conversations with Curt Gorman with (formally with Qore Property Sciences), testing for the ACM will be separate from the semiannual groundwater and surface water monitoring. Therefore, this proposal does not include any additional testing and/or sampling that may be required by the approved ACM or Corrective Action Plan. HDR will perform the EPD required semi-annual monitoring at the landfill. Consistent with last year we anticipate utilizing Environmental Monitoring Services, LLC for sample collection and Analytical Environmental Services, Inc. for the laboratory analysis. HDR will also prepare the Financial Assurance for the County and coordinate with county auditors and accountants consistent with last year.

Scope of Services and Cost

HDR is pleased to present the following scope of services to provide Spalding County with the services for this project. As detailed in the EPD approved ACM and CAP the sampling requirements for the spring event differs from the fall water quality monitoring event. The following paragraphs present the scope of work to conduct the Spring and Fall Semiannual Water Quality Monitoring events and associated reporting as well as the Financial Assurance reporting.

Task 1- Spring Monitoring Event

HDR will provide services required by EPD to complete the spring water quality monitoring event. The sampling event will include the field collection and laboratory analysis for each of the wells in the permanent water monitoring program. A total of 13 groundwater samples will be collected and analyzed for Appendix I constituents while an additional 7 samples will be collected and analyzed for Appendix II constituents. A total of 3 surface water samples will be collected at the stormwater locations and analyzed in accordance with the EPD surface water requirements. Depth to groundwater will be measured and a potentiometric map will be developed as required by the EPD. The semiannual water quality monitoring and statistical report will be prepared, including statistical analysis of the analytical data, and submitted to the EPD. This task includes field work, laboratory costs, and report preparation. Based on conversations with S&ME, this proposal does not include cost for collection or analysis for any natural attenuation parameters during this sampling event.

Task 2- Fall Monitoring Event

HDR will provide services to complete the fall water quality monitoring event. The sampling event will include the field collection of water samples specified in the water monitoring program. Consistent with EPD requirements, a total of 20 groundwater samples will be collected and analyzed for Appendix I constituents. A total 3 surface water samples will be collected at the stormwater locations and analyzed in accordance with the EPD surface water requirements. Depth to groundwater will be measured and a potentiometric map will be developed as required by the EPD. The semiannual water quality monitoring and statistical report will be prepared, including statistical analysis of the analytical data, and submitted to the EPD. This task includes field work, laboratory costs, and report preparation. Based on conversations with S&ME, this proposal does not include cost for collection or analysis for any natural attenuation parameters during this sampling event.

Task 3- Financial Assurance

HDR will provide services to complete the Financial Assurance report required annually by Georgia EPD. HDR will determine amount necessary for financial assurance based on the approved Design and Operations Plan Post Closure Costs. A report that discusses the calculations and analysis will be submitted to the County.

Fee Estimate

The estimated cost for these services for each task is outlined below. Work will be performed and invoiced to the County in accordance with the attached hourly rates and the terms and conditions set forth in the existing Agreement.

Task 1	First 2013 Monitoring Event	
	- Field Labor	\$3,100
	- Laboratory Costs	\$8,000
	- Data Reduction & Reporting	\$4,300
	Total Task 1	\$15,400
Task 2	Second 2013 Monitoring Event	
	- Field Labor	\$3,100
	- Laboratory Costs	\$3,700
	- Data Reduction & Reporting	\$3,900
	Total Task 2	\$10,700
Task 3	Financial Assurance	\$2,300
	Total	\$28,400

Additional site meetings requested by EPD or the County or additional sampling or analysis requested by S&ME for the project will be invoiced in accordance with the contract hourly rates plus reimbursable expenses. The above fees include a 10% mark-up of subcontractor expenses.

HDR has provided landfill monitoring services for the Spalding County – Yamacraw Road Landfill for over 17 years with great success. Our staff are providing similar services at several dozen landfills. We are very familiar with your site, and have the experience and knowledge to execute the work in a prompt and efficient manner. HDR has the personnel and experience needed to successfully complete this project and exceed the expectations of Spalding County.

HDR appreciates the opportunity to provide Spalding County with this proposal and to assist the County with this project. Please contact us with any questions or comments that you may have regarding this proposal.

Please sign both copies and return one copy for our records indicating your acceptance of this proposal. Again we appreciate your business.

Sincerely,
HDR Engineering, Inc.

Carol Worsham
Vice President

Brad Stone, PE
Vice President

Spalding County

By: _____
Date: _____

Motion/Second by Gardner/Ray to approve proposal in the amount of \$28,400 as submitted by HDR Engineering, Inc. for groundwater monitoring and financial assurance cost estimates for the Yamacraw Road Landfill as required by the Georgia Environmental Protection Division. Motion carried unanimously by all.

6. Consider entering into a contract with Joe Tanner & Associates to petition the EPD and EPA to remove Spalding County from the 2.5 PM Nonattainment Area.

Mr. Wilson stated that in 2012, Joe Tanner & Associates was successful in having Spalding County removed from the ozone non-attainment area. Mr. Wilson stated that the Development Authority voted at their last night to endorse the county commissioners going forward to keep Spalding County out of the non-attainment area as it could prohibit us from getting industry. Mr. Wilson stated that the new requirements go into effect in 2014.

Commissioner Miller questioned if this was necessary to do every year. Mr. Wilson stated that no. Last year the issue was the ozone this year the issue was a particulate matter.

Commissioner Gardner stated that we have several prospects that are looking at the Lakes at Green Valley and we need to do what we can to secure jobs for Spalding County.

STATE OF GEORGIA
COUNTY OF FULTON

AGREEMENT FOR CONSULTATION AND SUPPORT SERVICES

This Agreement entered into this ___ day of _____, 2013, by and between the Spalding County Board, a political subdivision of the State of Georgia, (hereinafter referred to as "Spalding County") and **Joe Tanner & Associates, Inc.** (hereafter referred to as "Tanner").

WITNESSETH:

WHEREAS, Spalding County and Tanner have entered into an Agreement pursuant to which Tanner will render to Spalding County consultative and support services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Subject to the terms and conditions of this Agreement, Spalding County engages Joe Tanner & Associates, 50 Hurt Plaza, Suite 930, Atlanta, Georgia 30303, to provide consulting services to Spalding County with respect to Spalding County's inclusion in the particulate matter (PM 2.5) nonattainment area for the Atlanta Region. The objective is to provide criteria and justifications first to the Georgia Environmental Protection Division (EPD) and then to the U.S. Environmental Protection Agency (EPA) such that EPA does not include Spalding County in the nonattainment area. The scope of services to achieve this objective is attached.

2. This Agreement shall commence on the ___ day of _____, 2013. Spalding County agrees to pay Tanner a lump sum of \$5,000 for services rendered under Phase 1 of the scope of service and a lump sum of \$20,000 for services rendered under Phase 2 of the scope of service. The invoice for Phase 1 will be sent within 15 days of this Agreement being signed by Spalding County. If EPD agrees to respond to EPA with a proposal to drop Spalding County from the list of counties in the new ozone nonattainment area, then Tanner will proceed with Phase 2 of the Scope of Service and will send Spalding County an invoice for Phase 2 by January 30, 2014. If EPD does not propose to drop Spalding County from the list, Phase 2 will not proceed and there will be no invoice sent for Phase 2. Payment shall be made within fifteen (15) days of Tanner's invoices. The fee for services shall include all administrative and incidental expenses, such as travel, long distance telephone calls, copying, faxing, supplies, etc.

3. This Agreement may be terminated without cause by either Spalding County or Tanner by giving written notice at least two weeks prior to the date of termination.

4. Tanner represents that it will be in compliance at the time the service is rendered with all Georgia and other laws and regulations necessary for Tanner to actively represent Spalding County's interests in Georgia.

IN WITNESS WHEREOF, the parties have hereunder set their hand and seal by and through their duly authorized officer or agent the day and year first written.

Spalding County Board

Joe Tanner and Associates

By: _____

By: _____

Motion/Second by Gardner/Ray to approve contract with Joe Tanner & Associates to petition the EPD and EPA to remove Spalding County from the 2.5 PM Nonattainment Area. Motion carried unanimously by all.

7. Consider approval, on first reading, Ordinance #2013-14 to amend the Spalding County Code of Ordinances, Part VII, Chapter 1, Section 7-1002- All Speed Zones by adding the following: Oak Avenue from Woodlawn Avenue to the Dead End to be zoned 25 miles per hour.

Mr. Wilson advised that this amendment stems from the recent complaints of speeding in the area. Sheriff Beam has reviewed the complaint and recommended a 25mph speed limit.

Motion/Second by Gardner/Miller to approve, on first reading, Ordinance #2013-14 to amend the Spalding County Code of Ordinances, Part VII, Chapter 1, Section 7-1002 – All Speed Zones by adding the following: Oak Avenue from Woodlawn Avenue to the Dead End to be zoned 25 miles per hour. Motion carried unanimously by all.

8. Consider request from the Griffin-Spalding County School System, Assistant Superintendent Jim Smith for the use of Big Blue for the College and Career Academy Task Force trip to the Newton County College and Career Academy in Covington, Georgia.

Mr. Wilson noted that two (2) County Commissioners currently serve on this committee along with himself. Mr. Wilson stated that the committee is working with Pike, Lamar, Butts County & Upson County to have a College and Career Academy in Spalding County. Mr. Wilson further stated that this program helps with our dropout rates and gives students a better career path for their future.

Chairman Flowers-Taylor requested that Mr. Wilson provide the Commission with a synopsis of the trip to Newton County upon his return so that the Board can have some input in helping promote the project.

Motion/Second by Ray/Johnson to approve request from the Griffin-Spalding County School System for the use of Big Blue for the College and Career Academy Task Force trip to the Newton College and Career Academy in Covington, Georgia. Motion carried unanimously by all.

9. Consider setting a date for a workshop discussion on Appendix A- Travel Policy and Appendix B – Board of Commissioners Training and Travel Expense Policy to become part of the Financial Policies and Procedures Manual.

Board consensus to hold workshop on November 18, 2013 beginning at 4:00 pm.

10. Discuss attendance at the Upper Flint River Regional Water Council meetings by former County Commissioner Eddie Freeman.

Mr. Wilson stated that he did find out that the appointments to the Upper Flint River Regional Commission were made by the governor and on an individual basis. Technically, Mr. Freeman is still on that council. Mr. Wilson also advised

that if anyone else wished to attend that they could. Dr. Keller & Commissioner Morrow are both alternates on this council.

Board consensus for County Manager Wilson to bring up attendance at the Upper Flint River Regional Water Council meeting to the Spalding County Water & Sewerage Authority. Mr. Wilson can attend on behalf of the County and submit a synopsis of the meeting to the Board or ask alternate member Dr. Brant Keller to make future presentation regarding the Council Meetings.

11. Consider approval of Resolution adopting the 2013 CIE-STWP.

Mr. Wilson stated that both the Department of Community Affairs and Three Rivers Regional Commission have approved the 2013 CIE/STWP annual update. Spalding County must now official adopt the update and transmit the resolution to Three Rivers thus allowing the County to maintain its Qualified Local Government Status.

Motion/Second by Miller/Gardner to approve Resolution adopting the 2013 CIE-STWP. Motion carried unanimously by all.

XI. REPORT OF COUNTY MANAGER

- A. Please remember Drive-thru Flu Shots will be given tomorrow and Wednesday at the Spalding County Health Department for Spalding County residents at no charge. Hours are: Tuesday 6:00 am – 6:00 pm & Wednesday from 9:00 am – 7:00 pm. Be sure to have picture id and remember supplies are limited and will be issued on a first come first serve basis. Enter the Health Department from the back entry, behind Griffith's Drive-in off Harlow Avenue.
- B. The Spalding County Water & Sewerage Authority will meet on Wednesday, October 23rd at 8:30 am.
- C. The Spalding County Parks & Recreation Festival of Lights will be held on November 26th at the Airport Road Track. The annual event will begin at 6:00 pm.
- D. The Georgia Recreation & Park Association Banquet (GRPA) will be held on October 23rd at the Spalding County Senior Center. The Banquet will begin at 7:00 pm.
- E. The ACCG 4th District Meeting will be held on October 28, 2013 at the Coweta County Cooperative Extension Office. The Meeting will begin at 10:30 am. Mr. Wilson advised the Board that he will not be able to attend due to the College & Career Academy tour.
- F. There will be a Special Called Meeting on Thursday, October 24th at 5:00 pm to discuss the North Hill Street Intersection Project. Staff has reviewed the plans and cost estimates and representatives from Falcon Designs & Paragon will present the different concepts for each intersection and the associated costs. This is a joint project with the City of Griffin and the project costs at the North Hill Street/Northside Drive Intersection are to be split 50/50 City/County and the North Hill Street/ East McIntosh Road Intersection is 100% County funded. We will also be discussing the replacement of the bridge over Cabin Creek as part of these projects.
- G. Another round of In-Rem Hearings have been scheduled for October 24th beginning at 6:00 pm. There are a total of 16 properties.
- H. Over the past six (6) months, Parks & Recreation in conjunction with Art Cain at UGA Griffin have been working on the possibility of co-hosting some State and National Parks & Recreation Educational Opportunities at the campus. Staff was made aware of two specific programs that were looking to change venues: GRPA Maintenance Management School and the NRPA Certified Playground Safety Inspector School. We are happy to report that both of these schools will be ran at the UGA Campus. The GRPA Maintenance Management School will be held on February 3rd- 6th and the NRPA Certified Playground Safety Inspector Course will be held 22nd – 24th. Both classes will attract over a hundred attendees and up to 150 hotel accommodations. Great Job to Parks & Recreation. This is a great example of how cooperation and collaboration between Spalding County and UGA Griffin Campus can showcase our assets.

- I. The Bridge on Buckcreek Road will reopen on tSpaldomorrow, October 22, 2013 which is about three days ahead of the projected 30 day project. A GDOT inspector has looked at the bridge and advised that it's ok to reopen.
- J. The Georgia Academy for Economic Development will be hosted on August 13th, September 10th, October 15th and November 12th at the Coweta County Fairgrounds in Newnan, Georgia. This conference will cover leadership, community development & economic development. The cost is \$195.00 for all four (4) classes. Please advise if you wish to attend.
- K. On October 25-27th a team of students and faculty from the University of Georgia College of Environment and Design will be in Griffin to study potential design improvements for the old Griffin Vocational School, the Fairmont Homes public housing complex and the surrounding neighborhoods. Commissioners have been invited to attend a dinner on Friday October 25th from 5:00 pm – 6:00 pm. So far, Commissioner Ray has been the only one to respond.
- L. The Senior Center Staff would like to host an Alzheimer's fundraising event on the morning of Saturday, October 26th. It will feature events such as cake walks, hot dog sales and crafts. Those selling craft items will pay \$10 per table for reservation. All money and revenues will go to benefit the Alzheimer's Association. There will be no cost incurred by the County. **Board consensus to allow the Senior Center Staff to host the Alzheimer's event but to give further advance notice of future events.**
- M. Mr. Wilson received a call from City Manager Kenny Smith concerning the remaining asphalt where the old 5th Street Building was behind Cooperative Extension. Mr. Wilson questioned if the Board wanted the City to demo the remaining asphalt and grass/mulch the area while they are demolishing the old City Property. We are currently paying a stormwater fee on the impervious surface that is there...approximately \$10 per month and it would go away if the demolition was permitted. **Board consensus to allow the City to continue demolishing the remaining asphalt.**
- N. Staff sent out an email today regarding the proposed 155 project within the City limits of Griffin. The proposed project would reduce automobile lanes to one lane in each direction, adding a buffer zone between the on-street parking and travel lane. The National Historic Preservation Act requires the Federal Highway Administration and GDOT, to identify potential consulting parties and to invite them to participate in the Section 106 process. All interested parties must notify GDOT via written correspondence to become a consulting party for cultural resources. Responses must be submitted within thirty (30) days of receipt of the Notification letter.
- O. Spalding County employees have completed their United Way campaign and we are happy to report that we reached 69% of our goal of \$12,500.00 For campaign pledges we raised \$8,115.00; for the Gas Card Drawing thanks to Petro South we raised \$195.00; for the Tuesday Zumba class we raised \$116.00 & for Dress-Down Wednesdays we raised \$245.00. A grand total of \$8,671.00 was collected.
- P. The Construction & Maintenance Department has begun renovations to the Memorial Drive Property (Old Cooks Shopping Center) for the relocation of Cooperative Extension. During the budget and retreat, the Board talked about moving Cooperative Extension where the old Crown Center Church was. Crews are doing demolition and building walls for a completion date of spring 2014. Mr. Wilson also advised that staff is working with a couple of State agencies on lease arrangement for the old jail.

XII. REPORT OF COMMISSIONERS

Commissioner Bart Miller

Questioned why the county is paying storm water fees for the Park @ Sixth. Mr. Wilson advised that there is a storm water fee for the impervious surfaces; however, the City of Griffin is absorbing those costs.

Commissioner Samuel Gardner

Questioned HR Director Bill Gay to make sure that the County was staying abreast of the Affordable Health Care Act Reform. Mr. Gay advised that HR is

