

MINUTES

The Spalding County Board of Commissioners held their Regular Meeting in Room 108 in the Courthouse Annex, Monday, January 7, 2013, beginning at 6:00 p.m. with Commissioner 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 – Dr. Cleopatrck Lacy, Senior Pastor, Mount Zion Baptist Church of Griffin
- III. PLEDGE TO FLAG – led by Commissioner Raymond Ray

Motion/Second by Ray/Gardner to amend the agenda by adding under Presentations/Proclamations/Recognition a presentation by Griffin Main Street.

- IV. ELECTION OF CHAIRMAN AND VICE CHAIRMAN – CALENDAR YEAR 2013

Chairman Flowers-Taylor was nominated for another term as Chairman for Calendar Year 2013 by Commissioner Gardner. Motion/Second to close nominations by Gardner/Miller carried by a vote of 5-0. Commissioner Flowers-Taylor was elected Chairman by a unanimous 5-0 vote.

Commissioner Gardner was nominated for another term as Vice-Chairman for Calendar Year 2013 by Commissioner Ray. Motion/Second to close nominations by Ray/Flowers-Taylor carried by a vote of 5-0. Commissioner Gardner was elected Vice-Chairman by a unanimous 5-0 vote.

- V. APPOINTMENTS- CALENDAR YEAR 2013:

County Manager- William P. Wilson, Jr.

Motion to reappoint William P. Wilson, Jr. by Commissioner Gardner, seconded by Commissioner Ray, carried by a vote of 5-0.

County Clerk- William P. Wilson, Jr.

Motion to reappoint William P. Wilson, Jr. by Commissioner Gardner, seconded by Commissioner Ray, carried by a vote of 5-0.

County Attorney- James R. Fortune, Jr.

Motion to reappoint James R. Fortune, Jr. by Commissioner Ray, seconded by Commissioner Gardner, carried by a vote of 5-0.

County Clerk, Ex-Officio- Ricky L. Clark, Jr.

Motion to reappoint Ricky L. Clark, Jr. by Commissioner Ray, seconded by Commissioner Miller, carried by a vote of 5-0.

ACCG County Legislative Coordinator- Raymond Ray

Motion to reappoint Raymond Ray by Commissioner Gardner, seconded by Commissioner Johnson, carried by a vote of 5-0.

VI. PRESENTATIONS/PROCLAMATIONS/RECOGNITION-

Presentation from Kira Braggs-Harris, Griffin Main Street Program Manager & Daa'ood Amin, Board Chairman Griffin Main Street.

Kira Braggs-Harris & Daa'ood Amin spoke in regards to a partnership with Spalding County for the Park & Sixth to utilize the property adjacent to the site in which is owned by Terry Hatchett. Within her presentation, Mrs. Braggs-Harris indicated that the Park @ Sixth recently was awarded 'Award Winning Special Event Venue' by GRPA. Mrs. Braggs-Harris advised the Board that she wishes to utilize the current vacant property owned by Terry Hatchett as an additional bathroom site and facility to hold equipment. Da'ood Amin advised that at this current time, the Downtown Council is only looking to utilize the property adjacent to the Park @ Sixth for restrooms due to budgetary restraints. Additionally, Da'ood advised that the Park @ Sixth should be advertised on both the City of Griffin website and the County website.

To fund the purchase acquisition, Mrs. Braggs-Harris recommended that the Board utilize Hotel-Motel Tax funds.

Commissioner Johnson questioned the amount of revenue generated by various events held at the Park @ Sixth and the amount of revenue generated by the Hotel-Motel tax. Mr. Amin advised that he doesn't know exactly the revenue generated by Flicks @ Sixth but the event drew 500 people or more.

Commissioner Ray stated that he spoke with both Kira & Da'ood about their proposal. He questioned has the City of Griffin approved any funding for the proposed real estate acquisition. Mrs. Braggs-Harris stated that she would like to approach the City under same caveat as the utilities at the Park @ Sixth. Commissioner Ray prompted both Kira & Da'ood to seek donations for this proposal. Mrs. Braggs-Harris stated that she does envision the park as being a Public/Private Relationship and after approval by the County, she would approach the community for donations.

Chairman Flowers-Taylor questioned the square footage of the building. Mr. Amin will provide these details at a later time. Chairman Flowers-Taylor stated that she, too, has an issue with the port-a-potties. Her issue was that port-a-potties are "creepy." Additionally, Chairman Flowers-Taylor questioned the amount of money the County had budgeted for entities such as Griffin Mainstreet, Chamber of Commerce & UGA. Mr. Wilson, County Manager advised that the County budgeted out of the Hotel-Motel tax, \$3500 for Griffin Mainstreet, \$14,050 for the Chamber of Commerce, \$17,500 for the University of Georgia Griffin Campus and \$60,000 remains. Furthermore, Mr. Wilson added that Staff will be asking that funding for the redesign of the website be designated out of Hotel-Motel tax.

Mr. Wilson requested Board consensus for authorization to work with Terry Hatchett on purchase of the building, rather than a long term lease. **Board consensus for County Manager Wilson to begin negotiations with Terry Hatchett.**

VII. PRESENTATIONS OF FINANCIAL STATEMENTS –

Consider approval of Financial Statements for Five Month Period ended November 30, 2012.

Motion/Second by Gardner/Ray to approve Financial Statements for the Five Month Period ended November 30, 2012. Motion carried unanimously by all.

VIII. 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.

Marvin Clark- 107 Chapleau Lane, Griffin, Georgia- Mr. Clark noted that in April 2004 the County adopted an ordinance referencing the ramifications of abandoned vehicles and junk yards. He advised the board that there are abandoned vehicles in his neighborhood and he has been working with Code Enforcement Officer Jim Green to remedy the problem.

IX. MINUTES –

Consider approval of Minutes of the following: December 3, 2012 Zoning Meeting, December 3, 2012 Regular Meeting, December 5, 2012 Special Called Meeting.

Motion/Second by Ray/Gardner to approve minutes of the following: December 3, 2012 Zoning Meeting, December 3, 2012 Regular Meeting, December 5, 2012 Special Called Meeting. Carried by a vote of 4-0-1 with Commissioner Miller abstaining.

X. CONSENT AGENDA

XI. OLD BUSINESS - NONE

XII. NEW BUSINESS

1. Consider approval of renewal 2013 Alcohol License- Consumption on Premises of Beer and Liquor for Michael Stevens d/b/a Northside Bar and Grill located at 1647 North Hill Street.

Mr. Wilson advised that Northside Bar & Grill was one of the entities that had not paid their mixed drink tax. They have since brought in their reports and have been advised that they will not be able to obtain a license until their past due taxes are paid.

Motion/Second by Gardner/Ray to conditionally approve renewal of 2013 Alcohol License- Consumption on Premises of Beer and Liquor for Michael Stevens d/b/a Northside Bar and Grill located at 1647 North Hill Street. Conditions are as follows: Northside Bar & Grill must pay their past due mixed drink taxes before license shall be issued. Motion carried unanimously by all.

2. Consider approval of Resolution #2013-1 to cover Volunteer Dive Team Members under the County's workers' compensation insurance.

RESOLUTION NO.: 2013- 01

A RESOLUTION AUTHORIZING CERTAIN VOLUNTEER DIVE TEAM MEMBERS TO BE COVERED UNDER WORKERS' COMPENSATION

BE IT RESOLVED by the Board of Commissioners of Spalding County, Georgia, and it is hereby resolved by the authority of same:

SECTION 1. Volunteer members of the Spalding County Sheriff's Department "Dive Team" shall be covered under the Association County Commissioners of Georgia Group Self-Insured Workers' Compensation Fund, and while performing their duties shall be covered under the workers' compensation laws of the State of Georgia. Volunteer law enforcement personnel must be certified by P.O.S.T.

SECTION II. All Resolutions or parts of Resolutions in conflict herewith are repealed.

BOARD OF COMMISSIONERS
SPALDING COUNTY, GEORGIA

Chairman

ATTEST:

County Clerk

Date Adopted: _____

Mr. Wilson advised that Captain Ranieri has worked with Bill Gay and provided everything needed to incorporate the Volunteer Dive Team Members under the County's workers' compensation insurance.

Chairman Flowers-Taylor questioned how this addition would help a volunteer if they got hurt. Human Resources Director Bill Gay stated that workers compensation will cover any injuries. He noted that a volunteer is based on a calculation of wages from their respective jobs. Cpt. Ranieri stated that the dive

team consists of 24 members. Of the 24 members, ten (10) are civilian. Additionally, Cpt. Ranieri stated that he has been a member of the dive team since 1997 and there has only been one injury reported.

Chairman Flowers-Taylor questioned if members of the dive team received physicals. Cpt. Ranieri noted that they do require physicals and all of the members are certified rescue divers.

Motion/Second by Gardner/Ray to approve Resolution #2013-1 to cover Volunteer Dive Team Members under the County's workers' compensation insurance. Motion carried unanimously by all.

3. Consider approval of Resolution #2013-2 to authorize the Tax Commissioner, Sylvia Hollums, to receive payment of all taxes and license fees pursuant to O.C.G.A. § 48-5-146.

Mr. Fortune noted that upon entering office the Tax Commissioner must have written authorization from the county governing authority authorizing him/her to receive personal, company, certified, treasurer's, or cashier's checks, or bank, postal, or express money orders in payment of taxes and license fees. After search of the minutes, it was found that we had never prepared such documentation noted Mr. Fortune.

RESOLUTION NO.: 2012-19

**A RESOLUTION BY THE
BOARD OF COMMISSIONERS OF
SPALDING COUNTY, GEORGIA**

Pursuant to O.C.G.A. 48-5-146, we the Board of Commissioners of Spalding County do hereby authorize the Tax Commissioner, Sylvia Hollums, to receive personal, company, certified, treasurer's, or cashier's checks, or bank, postal, and express money orders, and ACH electronic transactions, web payment e-checks, and credit/debit card payments in payment of all taxes and license fees due their respective office.

This the _____ day of _____, 2013.

Chairman, Spalding County Board of Commissioners

Attest

Motion/Second by Gardner/Miller to approve Resolution #2013-2 to authorize the Tax Commissioner, Sylvia Hollums, to receive payment of all taxes and license fees pursuant to O.C.G.A. § 48-5-146. Motion carried unanimously by all.

4. Consider bids for removal and disposal of asbestos containing materials located at Old Fairmont School, buildings 5020-5021, Third Street & Jefferson Street, Griffin, GA.

Mr. Wilson stated that this contract derives from the recent bidding conference held for the asbestos removal from the Old Fairmont School Building. Hibernia Enterprise submitted the lowest bid of \$18,880.00. Randy Haney of Life Environmental has certified the bid and the Asbestos Abatement Design specification.

Jim Fortune, County Attorney recommended striking Article III and inserting a new section to note that all disputes will go through Superior Court of Spalding County.

Motion/Second by Ray/Gardner to approve low bid in the amount of \$18,880.00 as submitted by Hibernia Enterprise for removal and disposal of asbestos containing materials located at Old Fairmont School, buildings 5020-5021, Third Street & Jefferson Street, Griffin, Georgia with changes as advised by County Attorney Fortune. Those changes include striking Article III and inserting in lieu thereof a new section to be enumerated as Article III to provide for mediation in good faith and to note that all disputes will go through the Superior Court of Spalding County. Motion carried unanimously by all.

5. Consider bids for the redesign of the Official Spalding County Website.

Motion/Second by Gardner/Ray to approve low bid in the amount of \$7,242.50 as submitted by Griffin Web Design for the redesign of the Official Spalding County Website. Motion carried unanimously by all.

6. Consider bids for the purchase of Senior Center Information Technology Equipment.

Mr. Wilson noted that there were four bids submitted for computer equipment to be used in the new Senior Center. Liberty Technology submitted the low bid of \$19,547.00. This equipment consists of 16 all-in-one style desktop computers, 1 all-in-one desktop touch screen computer and one laptop computer, each with, Microsoft Home & Business 2010.

Chairman Flowers-Taylor questioned how this equipment would be paid for. Mr. Wilson advised that the money would come out of the 2008 SPLOST and would be paid over a three year period (lease purchase).

Motion/Second by Ray/Johnson to approve low bid in the amount of \$19,547.00 as submitted by Liberty Technology for the purchase of Senior Center Information Technology Equipment. Motion carried by a vote of 4-1 with Commissioner Miller opposing.

7. Consider approval of Contract for Services with the English Law Group, for legal services rendered to the Spalding County Solicitor's Office.

CONTRACT FOR SERVICES

This contract for services is made, entered into and effective as of the 1st day of January, 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 January 1, 2013 and expire at midnight on the 30th of June, 2013. Contract shall automatically renew for an additional one (1) year term unless written notice is given by either party of its intention not to renew no later than sixty (60) days prior to the expiration of the initial term.
3. Compensation. For all services rendered from January 1, 2013 to June 30, 2013, Spalding County shall compensate ELG Eleven Thousand One Hundred Dollars (\$11,100), payable in equal installments of One Thousand Eight Hundred Fifty Dollars (\$1,850) per month, payable on the 1st of each month.

From July 2013 to June 30, 2014, the compensation shall increase. For services rendered during this time period, Spalding County shall compensate ELG Twenty Four Thousand Dollars (\$24,000.00), payable in equal installments of Two Thousand Dollars (\$2,000.00) 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.
One Griffin Center, Suite 600
100 South Hill Street
Griffin, GA 30223
Fax: (770) 229-8524

With a copy to:

Griffin F. Howell, III, Esq.
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.

Motion/Second by Ray/Gardner to approve Contract for Services with the English Law Group, in the amount of \$11,100, payable in equal installments of \$1,850 per month for legal services rendered to the Spalding County Solicitor's Office. Contract to commence January 1, 2013 and expire June 30, 2013. Solicitor Trey Howell to bid for local services at least 90 days prior to expiration of contract. Motion carried unanimously by all.

8. Consider approval of Agency Contract for Fire Protection Services for the City of Sunny Side for FY 2014.

AGENCY CONTRACT FOR FIRE PROTECTION SERVICES

**STATE OF Georgia
COUNTY OF Spalding**

THIS AGREEMENT made and entered into on this the first day of October, 2012 by and between the City of Sunny Side, hereafter sometimes referred to as the "Municipality", a municipal corporation of the State of Georgia, and the "COUNTY OF Spalding", hereinafter sometimes referred to as the "County" a political subdivision of the State of Georgia,

W I T N E S S E T H:

THAT WHEREAS, the Municipality now deems it in the best interest of the City of Sunny Side and its citizens for the Municipality to furnish fire protection services in the exercises of a governmental function of the Municipality, and has requested the County to aid and assist it in furnishing such fire protection services within the corporate limits of the Municipality; and

WHEREAS, the County has now established a Fire Protection District comprising all of the unincorporated area of Spalding County and is presently furnishing fire protection services for such Fire Protection District and is willing to serve as an agent of the Municipality in providing the equipment, personnel and supplies for furnishing such fire protection services within the corporate limits of the Municipality for the consideration hereinafter set out; and

WHEREAS, the County deems it in the best interest of both parties hereto to enter into the within agency contract;

NOW, THEREFORE, for and in consideration of the premises and the respective benefits to be derived by each party hereto and in consideration of the covenants and agreements hereinafter set forth and payments of money by the Municipality to the County, as hereinafter set out, it is hereby mutually understood and agreed by and between the parties hereto, as follows:

-1-

Beginning at 12:00 o'clock Noon on October 1, 2012 the County shall serve as an agent of the Municipality in providing fire protection services within the fire district of the Municipality, being within the corporate limits of the Municipality, for a term of twelve (12) months ending at 12:00 o'clock Noon on October 1, 2013 which such fire protection services furnished hereunder shall be comparable to the fire protection services that the County is now furnishing its aforesaid Fire Protection District, being the unincorporated area of Spalding County, and all such services furnished hereunder shall be done and furnished by the County as the agent of the Municipality, who shall be the principal furnishing such fire protection services to the people and property, residing and located, within the corporate limits of the Municipality in the Municipality's exercises of a governmental function, and not a ministerial function, and at no time shall the County be acting hereunder in the capacity or role of an independent contractor.

-2-

During the term of the within contract the Municipality shall pay the County the sum of One Thousand Four Hundred and Eighty dollars and Fifty Five cents (\$1,480.55) per month for providing such fire protection services, which sum shall be due and payable by the Municipality to the County on the 10th day of each calendar month, beginning October 10, 2012, and continuing in monthly succession thereafter on the 10th day of each successive month with the last such payment being due and payable on September 10, 2013, or until this contract is sooner terminated as hereinafter provided.

-3-

Time is of the essence of this contract and each of its provisions.

-4-

Notwithstanding anything herein contained to the contrary the within agreement may be terminated by either party hereto on the first day of any calendar month during the aforesaid twelve month term by giving notice in writing of such termination to the other party hereto at least thirty days in advance of the designated date of such termination, and thereafter this contract shall be terminated and neither party hereto shall be obligated to furnish fire protection services to the other party hereto, and no further monthly payments shall become due and payable thereafter by the Municipality.

Any notice contemplated or required by this contract shall be deemed effectively given when mailed by United States registered or certified mail, with the required postage prepaid, and addressed as follows:

If to the Municipality, address to:

City of Sunny Side
P. O. Box 100
Sunny Side, Georgia 30284

If to the County, address to:

County of Spalding
P. O. Box 1087
Griffin, Georgia 30224-1087

The parties hereto have respectively caused the within agreement to be duly executed in duplicate originals by and through their authorized officers and under their respective hands and seals on the day and year first above written.

CITY OF SUNNY SIDE
(Seal of Municipality affixed hereto)

By: _____
As Mayor of its Board of Councilmen

Attest: _____
As Clerk of said Board

COUNTY OF SPALDING
(Seal of County affixed hereto)

By: _____
as Chairman of its Board of Commissioners

Attest: _____
as Clerk of said Board

Motion/Second by Gardner/Miller to approve Agency Contract for Fire Protection Services for the City of Sunny Side for FY 2014. Motion carried unanimously by all.

- 9. Discuss setting a date for a workshop to discuss all alcohol beverage license requirements.

Staff to provide recommendation to Board of Commissioners before workshop.

- 10. Discuss setting a date for the 2013 Commissioners Retreat.

Board Consensus to hold a Joint Department Head/Commissioners Retreat on February 1, 2013 beginning at 8:30 a.m. and a

Commissioners Retreat on February 2, 2013 beginning at 9:00 a.m. Both retreats are to be held at the new Spalding County Senior Center located at 885 Memorial Drive.

11. Consider appointment to the Spalding County Board of Elections as provided for in local legislation.

Motion/Second by Ray/Miller to appoint Artemus Hood to the Spalding County Board of Elections as provided for in local legislation. Motion carried unanimously by all.

12. Consider appointments to the Spalding County Ethics Review Board.

Motion/Second by Ray/Johnson to table appointments to the Spalding County Ethics Review Board until a workshop in which the Ethics Ordinance and its revisions thereof will be discussed. Motion carried unanimously by all.

13. Consider approval of Agreement between Spalding County and the Georgia Department of Transportation for use of Inmate Work Details.

Motion/Second by Gardner/Ray to approve Agreement between Spalding County and the Georgia Department of Transportation for use of Inmate Work Details. Motion carried unanimously by all.

14. Consider annual appointments to Spalding County Boards, Authorities & Commissions.

<u>Board/Commission/Authority</u>	<u>Current Member</u>	<u>New Term Expires</u>	<u>Comments</u>
Butts, Henry, Lamar & Spalding County Development Authority	Chuck Copeland	12-31-2015	3-year term
Butts, Henry, Lamar & Spalding County Development Authority	Alton Knight	12-31-2015	3-year term
Butts, Henry, Lamar & Spalding County Development Authority	Martha McDaniel <i>Motion to Table by Gardner, seconded by Gardner, carried by 5-0 vote. All joint Development Authority appointments carried by this vote.</i>	12-31-2015	3-year term
Chamber of Commerce Board of Directors	William Wilson <i>Motion by Gardner to reappoint William Wilson, seconded by Miller, carried by a 5-0 vote.</i>	12-31-2013	1-year term County Manager
Griffin-Spalding County Airport Advisory Commission	Louis Thacker <i>Motion by Gardner to reappoint Louis Thacker, seconded by Miller, carried by a 4-1 vote with Chairman Flowers opposing.</i>	12-31-2015	3-year term
G-SATC	William Wilson	12-31-2013	1-year term County Manager
G-SATC	Chad Jacobs	12-31-2013	1-year term County Staff
G-SATC (Ex-Officio)	Wendell Beam	12-31-2013	1-year term

			Sheriff or designee
G-SATC	Kenny West <i>Motion by Gardner/Ray to reappoint William Wilson, Chad Jacobs, Wendell Beam & Kenny West, seconded by Ray, carried by a vote of 5-0.</i>	12-31-2013	1-year term Fire Chief or designee
G-SATC	Danny Kendrick <i>Motion by Ray to appoint Eddie Freeman, seconded by Gardner, carried by a vote of 4-1 with Flowers-Taylor opposing.</i>	12-31-2013	1-year term County at Large
G-SATC	Lamar Smith (No longer with district) <i>Motion by Ray to appoint Harlan Plaggmann, seconded by Gardner, carried by a vote of 5-0.</i>	12-31-2013	1-year term County at Large
Griffin-Spalding County Development Authority	Walter Cliff Futral <i>Motion by Gardner to reappoint Walter Cliff Futral, seconded by Ray, carried by a vote of 5-0.</i>	12-31-2015	3-year term
Griffin-Spalding County Hospital Authority	Bonnie Pfrogner <i>Motion by Gardner to reappoint Bonnie Pfrogner, seconded by Miller, carried by a vote of 5-0.</i>	12-31-2016	4-year term
Griffin-Spalding Land Bank Authority	Newton Galloway	12-31-2016	4-year term
Griffin-Spalding Land Bank Authority	Shirley Gardner (rotating appointment) <i>Motion by Gardner to reappoint Newton Galloway & Shirley Gardner, seconded by Ray, carried by a vote of 5-0.</i>	12-31-2016	4-year term
Local Law Enforcement Block Grant Advisory Commission	Scott Ballard	12-31-2013	1-year term Prosecutor's Office
Local Law Enforcement Block Grant Advisory Commission	Marvin Brooks	12-31-2013	1-year term Private Sector Rep.
Local Law Enforcement Block Grant Advisory Commission	William Wilson <i>Motion by Ray to table indefinitely all appointments to the Local Law Enforcement Block Grant Advisory Commission, seconded by Gardner, carried by a vote of 5-0.</i>	12-31-2013	1-year term County Manager

Spalding County Animal Care & Control Advisory Board	Brent Foster	12-31-2013	1-year term Animal Control Director
Spalding County Animal Care & Control Advisory Board	Christine Greene	12-31-2013	1-year term
Spalding County Animal Care & Control Advisory Board	Kelly Palmatier	12-31-2013	1-year term
Spalding County Animal Care & Control Advisory Board	Vickie Hennessey	12-31-2013	1-year term
Spalding County Animal Care & Control Advisory Board	Kimberly Searcy <i>Motion by Ray to reappoint Brent Foster, Christine Greene, Kelly Palmatier, Vicki Henessey & Kimberly Searcy, seconded by Gardner, carried by a vote of 5-0.</i>	12-31-2013	1-year term
Spalding County Animal Care & Control Advisory Board	Jan McPhail <i>Motion by Ray to appoint Terry Colling, seconded by Gardner, carried by a vote of 5-0.</i>	12-31-2013	1-year term
Spalding County Board of Zoning Appeals	Michelle Cannon <i>Reappointed by Post 3 Commissioner Rita Johnson.</i>	12-31-2016	4-year term Post 3
Spalding County Board of Zoning Appeals	Robert Latimore <i>Reappointed by Post 1 Commissioner Gwen Flowers-Taylor.</i>	12-31-2016	4-year term Post 1
Spalding County Board of Zoning Appeals	Doug Hardwick <i>Appointed W. Ed Brown by Post 4 Commissioner Bart Miller.</i>	12-31-2016	4-year term Post 4
Spalding County Board of Zoning Appeals	Alan McCallum <i>Motion by Ray to reappoint Alan McCallum, seconded by Gardner, carried by a vote of 5-0.</i>	12-31-2016	4-year term At Large Post
Spalding County Board of Zoning Appeals	Charles Perdue <i>Motion by Gardner to reappoint Charles Perdue, seconded by Ray, carried by a vote of 5-0.</i>	12-31-2016	4-year term At Large Post
Spalding County Collaborative Authority	Irma Lewis <i>Motion by Ray to reappoint Irma Lewis, seconded by Gardner, carried by a vote of 5-0.</i>	12-31-2014	2-year term Sheriff or designee
Spalding County Collaborative Authority	Gwen Barnes <i>Motion by Ray to reappoint, seconded by Gardner,</i>	12-31-2014	2-year term At Large

	<i>carried by a vote of 5-0.</i>		
Spalding County Department of Family & Children Services	Michael Thurston <i>Motion by Ray to appoint Janice Bogan, seconded by Gardner, carried by a vote of 5-0.</i>	6-30-2016	5-year term
Spalding Co. Library Board of Trustees	Barbara Jo Cook <i>Motion by Ray to reappoint Barbara Jo Cook, seconded by Gardner, carried by a vote of 5-0.</i>	12-31-2016	4-year term
Spalding County Parks and Recreation Advisory Commission	Sheryl Brown <i>Reappointed by District 1 Commissioner Gwen Flowers-Taylor.</i>	12-31-2015	3-year term District 1
Spalding County Parks and Recreation Advisory Commission	Dan McClean <i>Reappointed by District 2 Commissioner Raymond Ray.</i>	12-31-2015	3-year term District 2
Spalding County Parks and Recreation Advisory Commission	Beth Horne <i>Reappointed by District 3 Commissioner Rita Johnson.</i>	12-31-2015	3-year term District 3
Spalding County Parks and Recreation Advisory Commission	Ronnie Perdue <i>Reappointed by District 4 Commissioner Bart Miller.</i>	12-31-2015	3-year term District 4
Spalding County Parks and Recreation Commission	Jessie Griffith <i>Reappointed by District 5 Commissioner Samuel Gardner.</i>	12-31-2015	3-year term District 5
Spalding County Personnel Appeals	Ronnie Lowe <i>Motion by Ray to reappoint Ronnie Lowe, seconded by Johnson, carried by a vote of 5-0.</i>	12-31-2015	3-year term
Spalding County Planning Commission	B Frank Harris <i>Reappointed by Post 1 Commissioner Gwen Flowers-Taylor.</i>	12-31-2016	4-year term Post 1
Spalding County Planning Commission	John Youmans <i>Reappointed by Post 3 Commissioner Rita Johnson.</i>	12-31-2016	4-year term Post 3
Spalding County Planning Commission	Walton Glover <i>Appointed Sonny Eubanks by Post 4 Commissioner Bart Miller.</i>	12-31-2016	4-year term Post 4
Three Rivers Regional Commission TMDL Task Force	Chad Jacobs	12-31-2013	1-year term
Three Rivers Regional Commission TMDL Task Force	William Wilson <i>Motion by Ray to reappoint Chad Jacobs & William</i>	12-31-2013	1-year term

	<i>Wilson, seconded by Miller, carried by a vote of 4-0. Commissioner Miller was out of the room.</i>		
Two Rivers RC&D	William Wilson <i>Motion by Gardner to reappoint William Wilson, seconded by Ray, carried by a vote of 5-0.</i>	12-31-2013	1-year term Alternate Member
Region One MHDDAD Planning Board	Cynthia Reid-Ward <i>Motion by Ray to amend the agenda by changing Cynthia Reid-Ward to Francis Phillips, carried by a vote of 5-0.</i> <i>Motion by Ray to appoint Dr. Geraldine Jackson, seconded by Johnson, carried by a vote of 5-0.</i>	06-30-2015	3-year term

Board/Commission/Authority	Commissioner Member	New Expiration	Comments
Chamber of Commerce – Board of Directors	Chipper Gardner <i>Reappointed</i>	12-31-2013	1-year term by position Chairman or designee
Griffin Downtown Council-Main Street Advisory Board	Cindy McDaniel Serving as designee <i>Appointed Rita Johnson.</i>	12-31-2013	1-year term by position Chairman or designee
Griffin-Spalding Area Transportation Committee (G-SATC)	Eddie Freeman <i>Appointed Bart Miller</i>	12-31-2013	1-year term by position Chairman or designee
Griffin-Spalding Area Transportation Committee (G-SATC)	Chipper Gardner <i>Reappointed</i>	12-31-2013	1-year term by position Chairman or designee
Griffin-Spalding County Airport Advisory Commission, Ex-Officio	Eddie Freeman <i>Appointed Bart Miller</i>	12-31-2013	1-year term by position Chairman or designee
Griffin-Spalding Airport Authority	Eddie Freeman <i>Appointed Bart Miller</i>		Term coincides with appointed elective term
Griffin-Spalding County Development Authority	Eddie Freeman <i>Appointed Chipper Gardner</i>	12-31-2013	1-year term by position Chairman or designee
Griffin-Spalding County Hospital Authority	Raymond Ray <i>Reappointed</i>	12-31-2013	1-year term by position Chairman or designee
Local Law Enforcement Block Grant Advisory Commission	Eddie Freeman <i>No Appointment</i>	12-31-2013	1-year term by position Chairman or designee
South Metro Microenterprise Coalition	Raymond Ray	12-31-2013	1-year term by position

	<i>Appointed Edie Blackburn</i>		Chairman or designee
Spalding County Board of Health	Raymond Ray <i>Reappointed</i>	12-31-2013	1-year term by position Chairman or designee
Spalding County Collaborative Auth. For Families and Children, Inc.	Connie Pound Serving as designee <i>Appointed Francis Phillips</i>	12-31-2013	1-year term by position Chairman or designee
Spalding County Parks and Recreation Advisory Commission	Gwen Flowers-Taylor <i>Reappointed</i>	12-31-2013	1-year term by position Chairman or designee
Spalding County Water & Sewerage Facilities Authority	Gwen Flowers-Taylor <i>Reappointed</i>	12-31-2013	1-year term Chairman or designee
Two Rivers R C & D Council	Eddie Freeman <i>Appointed Samuel Gardner</i>	12-31-2013	1-year term by position Chairman or designee
Three Rivers Regional Commission Board of Directors	Eddie Freeman <i>Appointed Raymond Ray</i>	12-31-2013	1-year term by position Chairman or designee
West Central Georgia Workforce Investment Board	Eddie Freeman <i>Appointed Margaret Bentley.</i>	12-31-2013	1-year term by position Chairman or designee
Atlanta Regional Commission/TAQC	Eddie Freeman <i>Appointed Samuel Gardner.</i>	12-31-2013	Chair or designee

XI. REPORT OF COUNTY MANAGER

- A. The Animal Care & Control Board will meet on January 14, 2013 at 5:10 in Meeting Room 108.
- B. Business After Hours will be held on January 15 from 5:00 p.m. until 7:00 p.m. at the Main Street Playhouse located at 115 North Hill Street.
- C. The Spalding County Water & Sewerage Authority meeting will be held on Wednesday, January 16, 2013 at 8:30 a.m. in Meeting Room 108.
- D. The Griffin-Area Transportation Meeting will be held on Wednesday, January 16, 2013 at 1:30 in Meeting Room 108.
- E. The Zoning 101 Class for new commissioners will be held on January 17, 2012 at 10:00 a.m. in Attorney Newton Galloway's office.
- F. County Offices will be closed on January 21, 2013 in observance to the Martin Luther King Jr. Holiday.
- G. The Martin Luther King, Jr. parade will be held on Monday, January 21, 2013 at 3:00 p.m.
- H. It has been brought to our attention that several residents have not received their 2012 tax bills. We will be working with Sylvia Hollums, Tax

Commissioner on a Press Release to let everyone know that the tax bills have been mailed and they can either call the Tax Commissioner's Office or go online to see their bills.

- I. After 36 years, Chief Appraiser Tim Whalen has announced his retirement. His position has been posted in the newspaper, website and also on the GLGA Marketplace site. We bid Tim Whalen well in all his future endeavors.
- J. Spalding County staff has completed the electronic application and will begin using it with the next job vacancy.

XII. REPORT OF COMMISSIONERS

Miller- Thanked William & Ricky for helping him have a smooth transition as Commissioner. Mr. Miller stated that we need to consider using less paper. Additionally, Mr. Miller noted that he looked forward to working with the Board for the next four years.

Gardner- Welcomed the new commissioners and stated that he hopes the Board will work together to help better the County. Mr. Gardner referenced a tree hanging over the road on Parham Road. He stated that the current owner of the property is Hamilton Bank. Mr. Wilson requested that the County Attorney work with staff to devise some form of action. Additionally, Mr. Gardner informed the Board of a Power Lunch to be held at the Oak Hill Church on tomorrow. The keynote speaker will be Kay McBride and there is a \$10.00 charge to cover lunch.

Johnson- Thanked William & Ricky for all of their support. Ms. Johnson stated that she is elated to serve as a commissioner and looks forward to doing positive in the community.

Ray- Welcomed the new commissioners. Mr. Ray congratulated Parks & Recreation for the sale of eighty (80) Boston Butts for a United Way fundraiser. Mr. Ray also thanked Warden Sikes and the Spalding County Correctional Institution for providing the Christmas Luncheon. Mr. Ray requested that the Commissioners look at the possibility of holding Town Hall meetings within their respective district. He will be working with William & Ricky to facilitate two (2) Town Hall Meetings within his district for 2013. Furthermore, Mr. Ray advised that after the deadly accident at the Macon & County Line Road intersection, there needs to be a meeting between GDOT and Orchard Hill regarding improvements for this intersection. Mr. Wilson stated that he will set up a meeting after the Griffin-Spalding Area Transportation Committee (G-SATC) Meeting. Additionally, Mr. Ray commended Staff & the Board for all the work put forth with board appointments to ensure that the process went smooth.

Flowers-Taylor- Apologized to the Commissioners for any embarrassment or offense that may have occurred during the course of the recent Ethics Hearing. Chairman Flowers-Taylor noted that the Ethics Hearing was a life lesson to be more conscious of the position as Commissioner. Chairman Flowers-Taylor also thanked the Board for allowing her to serve as Chairperson. She reiterated to the commissioners that she likes to share the workload and would like to see everyone give speeches when necessary. Chairman Flowers-Taylor stated that, "we are all public servants and we must get the exposure. Citizens need the chance to hear different views from a different perspective sometimes." Furthermore, Chairman Flowers-Taylor noted that she has had several people to call over the weekend in reference to several appointments that are on the Board. She advised the Board that her goal is to bring more community to the way Spalding County Government works. By bringing in more community, it will allow residents to become more involved in the process of local government and how it works. Another goal mentioned by Chairman Flowers-Taylor, was to work more efficiently at spending money so that as much money as possible flows back through our community. She noted that she has an issue with the bid process not allowing local companies to benefit. Furthermore, Chairman Flowers-Taylor would like the Board to make a decision on recycling centers and the feasibility of offering curbside pickup. She noted that curbside pickup will appease what the residents need and have been asking for. Furthermore, Chairman Flowers-Taylor would like to work on expanding recreational services. She noted that the biggest first step is the opening of the new Senior Center; however, most of the people that are eligible to go, 50 and up, still work and will only be allowed to utilize the center during the day because of it being closed in

the evening. Chairman Flowers-Taylor also requested to review how the County Manager responds to complaints and handles Department Heads. Chairman Flowers-Taylor stated that if our residents are more informed, more employment opportunities are provided and more local purchasing occurs, we will be doing what our constituents elected us to do. Furthermore, Chairman Flowers-Taylor requested that County Manager Wilson look into the complaint as aforementioned by Marvin Clark. In closing, Chairman Flowers-Taylor stated that County Clerk, Ex-Officio Ricky L. Clark, Jr. was the keynote speaker for the recent Emancipation Proclamation program. She commended him for giving a very inspiring speech and stated that the Board should be proud of him representing the County in such an excellent way.

XIII. CLOSED SESSION –NONE

XIV. ADJOURNMENT

Motion/Second by Ray/Gardner to adjourn at 8:50 p.m. Motion carried unanimously by all.

Chairman

County Clerk

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