

**Extraordinary Session
Minutes**

The Spalding County Board of Commissioners held their Extraordinary Session in Room 108 in the Courthouse Annex, Monday, May 20, 2013, beginning at 6:00 p.m. with Chairman Gwen Flowers-Taylor presiding. Commissioners Raymond Ray, Rita Johnson, Samuel Gardner and Bart Miller were present. Also present were County Manager William P. Wilson Jr., Attorney Jim Fortune and County Clerk, Ex-Officio Ricky L. Clark Jr. to record the minutes.

- I. OPENING (CALL TO ORDER) – Chairman, Gwen Flowers-Taylor**
- II. INVOCATION – led by Minister Irma Lewis, Faith United Methodist Church**
- III. PLEDGE TO FLAG - led by Commissioner Raymond Ray**
- IV. PRESENTATIONS/PROCLAMATIONS**
 - 1. Consider Proclamation “nunc pro tunc” honoring The Exchange Club’s 2012 Man of the Year, Dr. Phillip B. Smith.

Proclamation

Honoring the 2012 Exchange Club Man of the Year

WHEREAS, the honor of “Man of the Year” for the Exchange Club for 2012 has been deservedly conferred upon Dr. Phillip B. Smith who has undoubtedly shown his devoted love, commitment and service to his country, his community and our youth. Dr. Smith, through his efforts and resources, has been dedicated to help make Griffin and Spalding County a better community and better place in which to live, work and play; and

WHEREAS, Dr. Smith, a 1969 graduate of Georgia Tech, received the ranking of 2nd Lieutenant in the U.S. Army. Ever since he has been an unabashed, chest pounding, flag waving, ultra proud American. This love of his County led him into a war in South Vietnam in 1981 as a helicopter pilot in some of the most vicious fighting in the Vietnam War, where he made a name for himself by his bravery and intestinal fortitude. Dr. Smith was known for always being the first to volunteer, regardless of the danger, because he felt that his duty was always to the soldiers on the ground, even at his own expense. This attitude towards his fellow man earned him two Purple Hearts, the Silver Star, the Distinguished Flying Cross, and numerous Air Medals; and,

WHEREAS, Upon returning from Vietnam, Dr. Smith attended UGA and graduated Cum Laude from the UGA School of Veterinary Medicine. Specializing in small and large animal medicine and surgery, he returned to Griffin, began practice where he was an immediate success and once again became active in the community; and

WHEREAS, Dr. Smith has several topics of interest, but patriotism and his love for the Boy Scouts of American stand out the most. An Eagle Scout himself, he began his over 50 years of adult involvement with the scouting program, serving on numerous committees and leadership positions. During his tenure, Dr. Smith has been a Webelos Leader, Scoutmaster, Explorer Advisor, Flint River Council Commissioner, Council Vice President, and Council President. Athletic and at home in the woods, he has organized and instructed many adventure programs and activities for scouts, even constructing items such as rappelling towers, rock climbing walls, and physical fitness courses for the scouts to use. Dr. Smith has received awards such as the Silver Beaver Award and the Outstanding Eagle Scout Award; and

WHEREAS, Dr. Smith is married to Jackie Smith, a retired educator. Together, they have two children, Aubrey who is married to David Slye, and Andy. Aubrey and David reside in Houston, Texas and have two young boys. Andy lives in Atlanta and is also an Eagle Scout; and

WHEREAS, Dr. Smith’s compassion and commitment for the Spalding County community is evident in the many caring ways he so generously shares his time, efforts, his support, his vision, and his leadership; and in deep appreciation for the many years he has so tirelessly given of his talents to make ours a better place; and with

gratitude for the ways in which he so humbly exemplifies the principle that service to humanity is the best work of life; and

WHEREAS,

Dr. Smith's compassion and commitment for the Spalding County community is evident in the many caring ways he shares his time, his support, his vision, and his leadership; and in gratitude for the many years he has so tirelessly given of his talents to make ours a better place.

NOW THEREFORE

be it resolved that we, the Board of Commissioners of Spalding County, do hereby declare and affix the seal of Spalding County, Georgia, recognizing Dr. Phillip B. Smith as the Exchange Club's 2012 "Man of the Year." We hereby urge our citizenry to convey their appreciation to Dr. Smith for these contributions and sacrifices he has made on behalf of this community, and we declare May 7, 2013 to be Dr. Phillip B. Smith Day.

Gwen Flowers-Taylor, Chairman

William P. Wilson, Jr., County Manager

Motion/Second by Ray/Gardner to approve Proclamation "nunc pro tunc" honoring The Exchange Club's 2012 Man of the Year, Dr. Phillip B. Smith. Motion carried unanimously by all.

2. Chairman Flowers-Taylor to present Commissioners Gardner and Ray certificates for completion of the ACCG/University of Georgia Certified County Commissioners Training Program.

Chairman Flowers-Taylor presented both Commissioner Gardner & Commissioner Ray their certificates deeming them as Certified County Commissioners whereupon each delivered statements on the importance of education.

V. PRESENTATIONS OF FINANCIAL STATEMENTS-

1. Consider approval of Financial Statements for the ten month period ended April 30, 2013.

Motion/Second by Ray/Gardner to approve Financial Statements for the nine month period ended April 30, 2013. Motion carried unanimously by all.

VI. CITIZEN COMMENT - NONE

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.

VII. MINUTES –

1. Consider approval of Minutes of the following: May 6, 2013 Extraordinary Session; May 14, 2013 Budget Review Session.

Motion/Second by Ray/Gardner to approve Minutes of the following: May 6, 2013 Extraordinary Session; May 15, 2013 Budget Review Session. Motion carried unanimously by all.

VIII. CONSENT AGENDA – NONE

IX. OLD BUSINESS – NONE

X. NEW BUSINESS -

1. Consider approval of request of East Griffin Baptist Church, 999 High Falls Road, for a parade permit for June 15, 2013 at 10:00 a.m. for Vacation Bible School kickoff.

Item withdrawn from Agenda by requestor.

Sheriff Beam requested that the Board adopt language that regulates special event permits. Staff to work with the Sheriff on specific language.

2. Consider recommendation from Community Development Department for policy changes and implementation of new fees to become effective July 1, 2013.

(a) Chad Jacobs, Community Development Director noted that currently there is no charge for building permits as a result of fire damage due to an interpretation that is governed under Section 408' which states, "In the event of destruction of a building or structure through an act of God, no permit fee shall be required if application for a permit to demolish, replace or repair said building or structure is made within 12 months after the destruction occurs." Mr. Jacobs stated that he is recommending that the county no longer allow fire damage structures to be governed under this section provided that the county has a report that the fire was not an act of God.

Chairman Flowers-Taylor questioned the procedure if the building inspection and/or fire marshal had to perform multiple inspections. Mr. Jacobs replied that currently we charge nothing. There is just a flat rate. In addition, Mr. Jacobs noted that generally you only need two (2) inspections but for several circumstances, multiple circumstances are necessary. Chairman Flowers-Taylor stated that we need to have a mechanism in place to justify \$50 fee.

Commissioner Rita Johnson stated that the \$50 fee is fairly reasonable.

(b) Commissioner Gwen Flowers-Taylor stated that it would make more sense to charge by the hour for building inspections. Mr. Jacobs stated that billing on the back in would be difficult for staff. The requested \$250 will be required up front because typically when staff receives a site plan submittal it is broken down by acreage disturbed.

Community Development Director Chad Jacobs presented four different proposals, whereupon the following approvals were given:

- a) ***Strike Section 408' which states, "In the event of destruction of a building or structure through an act of God, no permit fee shall be required if application for a permit to demolish, replace or repair said building or structure is made within 12 months after the destruction occurs."***
 - b) ***A \$50 inspection fee shall be imposed for the Building Official and the Fire Marshall to conduct safety inspections for all commercial business at the time the business makes application for a license. (Mr. Jacobs to prepare amendment to the County Code of Ordinances for 1st reading on June 3, 2013).***
 - c) ***An initial \$250 fee for a four hour review. In addition, a \$50 fee for each additional hour for building plan reviews for all new commercial and industrial structures will be assessed, effective June 1, 2013.***
 - d) ***A fee in the amount of \$10 will be imposed per plat to be stamped for recording.***
3. Consider approval of Addendum to the SAVE (Systematic Alien Verification for Entitlements) Program Memorandum of Understanding.

Mr. Wilson advised that the Georgia Security and Immigration Compliance Act requires that all counties use the federal SAVE program to verify the lawful presence of all applicants for "public benefits." Public benefits include employee retirement & health benefits, alcohol & business licenses, and a variety of other licenses. The current Addendum expires on June 30, 2013.

Motion/Second by Ray/Johnson to approve Addendum to the SAVE (Systematic Alien Verification for Entitlements) Program Memorandum of Understanding. Motion carried by a vote of 3-2 with Commissioners Gardner & Miller opposing.

4. Consider approval of County Capacity Agreement with the Georgia Department of Corrections relative to State inmates housed at the Correctional Institution for FY' 2014.

Mr. Wilson annual agreement with the Georgia Department of Corrections references state inmate's house at the C.I. Upon approval of this contract, the Department of Corrections agrees to pay \$20.00 per State inmate per day. This contract expires on June 30, 2014.

Motion/Second by Ray/Gardner to approve County Capacity Agreement with the Georgia Department of Corrections relative to States inmates housed at the Correctional Institution for FY' 2014. Motion carried unanimously by all.

5. Consider approval of revised Spalding County Senior Center Rental Policy.

Mr. Wilson noted that earlier in the year, the Board approved a rental policy for the Senior Center. Since this time, Staff has met with Louis Greene & Kelly Leger and have made simple changes to the policy. These minimal changes includes include language that mirrors that of the approved Rental Policy for the Park @ Sixth. Furthermore, Mr. Wilson noted that a date reservation fee was added along with a date change fee. Another change includes not renting the conference room after hours due to limited staff.

Motion/Second by Gardner/Ray to approve revised Spalding County Senior Center Rental Policy. Motion carried unanimously by all.

6. Consider approval of revised Intergovernmental Agreement with the City of Griffin for funding of the Griffin-Spalding Airport Authority.

Mr. Wilson noted that this is the third version of this agreement which incorporates changes required by the Board at previous meeting. This agreement was approved by the City of Griffin at their meeting of May 14, 2013. In addition, Mr. Wilson noted that major change reference transferring of the property and also language that deals with ceasing operations at the airport.

**STATE OF GEORGIA,
COUNTY OF SPALDING**

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE
CITY OF GRIFFIN, GEORGIA,
THE COUNTY OF SPALDING, GEORGIA
AND THE
GRIFFIN-SPALDING COUNTY AIRPORT AUTHORITY
FOR JOINT FUNDING OF GENERAL AVIATION OPERATIONS**

This Intergovernmental Agreement, made and entered this ___ day of April, 2013,

by and between the CITY OF GRIFFIN, a Georgia municipal corporation, situated in Spalding County, Georgia (hereafter, "the City"), the COUNTY OF SPALDING, a political subdivision of the State of Georgia (hereafter, "the County") and the GRIFFINSPALDING

COUNTY AIRPORT AUTHORITY, a public body corporate (hereafter,

"the Authority"; collectively, the City, County and Authority may be referred to as the "parties"), provides as follows:

1.

This writing (hereafter referred to as "the Agreement" or "IGA") shall constitute a

binding, legal contract by and between the parties hereto, in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. The obligations of the parties hereunder shall constitute general obligations to which the full faith and credit of each governmental entity is hereby pledged, including, if necessary, the levy of ad valorem taxes¹. Each of the parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, construct and operate the facilities and equipment, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by reasonable implication. Said parties further covenant that all conditions or acts required by law to authorize said agreement have been met or performed. This agreement shall constitute a valid, binding and enforceable obligation of each party and all assertable immunities and defenses, if any, are hereby waived as to the opposing party. The parties covenant that they will uphold and defend the validity and enforceability of this agreement in any proceeding in which it may be challenged.

2.

The parties are owners of real property situated, lying, and being in the City of Griffin, Spalding County, Georgia, as more particularly shown and described on a drawing entitled “Griffin-Spalding County Airport Property Map”, dated September 13, 1988, as prepared by The Associated Consulting Group, which by reference is incorporated herein and made a part hereof (hereafter referred to as “the Airport Property”). Since acquiring ownership and control of the Airport Property, the parties have operated a general aviation airport as a joint venture, under the current management of the City of Griffin, as lead agency. The parties now desire to transfer operation and management of said facility to the Griffin-Spalding County Airport Authority (hereafter, “the Authority”), effective July 1, 2013.

3.

The parties have mutually agreed that on or before July 1, 2013, the City shall

enter into a management agreement with said Authority to provide day-to-day general aviation operations at said Airport during reasonable hours of operation, seven days a week, year round. In addition, said Authority shall lease personnel from the City, who shall be solely responsible for employee compensation and benefits equivalent to those benefits provided other general employees of said City. Title to real and personal property, including motor vehicles and equipment, currently used by or primarily at the Airport may be conveyed to the Authority, who shall then be responsible for insuring the same and assuming all maintenance agreements in force thereon. Existing ground leases may be assigned by the parties to the Authority as a revenue source for Airport operations. As an express condition of the management agreement, the Authority shall become jointly obligated with the parties and shall perform, in accord with the exact tenor thereof, all conditions and obligations imposed upon the parties as “sponsors” under Grant Assurances with the FAA/GDOT, who shall consent, in writing, to this arrangement.

4.

It is the express purpose of this Agreement to provide for annual funding of future Airport management and operation for FY14, commencing July 1, 2013, and for future fiscal years covered by this Agreement. Annually, in conjunction with preparation of the City and County fiscal year budgets, the Authority shall present to the parties a recommended budget for operating the Airport. Representatives of the parties shall confer and agree on the level of service to be funded for the upcoming fiscal year, with the City and County each agreeing to appropriate one-half (1/2) of the anticipated shortfall in revenues required to fund the agreed budget. Revenues shall be paid, pro rata, by the City and County to the Authority at least quarterly, on or before the 5th day in the months of July, October, January and April. The Authority shall prepare monthly financial statements, in accordance with generally accepted governmental accounting standards, and furnish a copy to the City and County within 30 days of the end of each calendar month. Books and records of the Authority shall be independently audited at the close of every year.

In the event of unanticipated contingencies for which there are insufficient funds to cover payment, the Authority may petition the City and County to share in additional funding; provided, however, the Authority shall not incur any expense which is either not appropriated in the annual budget or for which funding has not been arranged in advance of incurring the obligation.

The Airport Capital Improvement Program contains facilities, equipment, and projects which are subject to funding from FAA and GDOT, subject to a local match. The parties agree to each pay one-half (1/2) the local match required provided it is appropriated in the current fiscal year budget.

5.

The term of this Agreement shall commence upon its execution by all parties and terminate on June 30, 2023, unless the parties mutually agree, in writing, to an earlier termination; provided, however, should the City, County, and/or Authority relocate the Airport to a new location and elect to cease operations at the present Airport location, operations at the present Airport shall be terminated in a reasonably commercial manner and this Agreement shall terminate at a mutually agreed date, preferably coinciding with a fiscal year end.

6.

This writing represents the full agreement of the parties hereto as to the subject matter treated and supercedes all prior negotiations or discussions not expressly set forth herein. This Agreement may only be altered, modified, or amended in a writing signed by all parties and dated subsequent to the initial date of execution. This Agreement shall be interpreted and enforced in accordance with the law of the State of Georgia.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals, the day and year first above written.

COUNTY OF SPALDING, GEORGIA

CITY OF GRIFFIN, GEORGIA

By: _____
Chairman

By: _____
Chairperson

Attest: _____
Clerk

Attest: _____
Secretary

SEAL

SEAL

Approved as to form:

Approved as to form:

By: _____
County Attorney

By: _____
City Attorney

GRIFFIN-SPALDING COUNTY
AIRPORT AUTHORITY

By: _____
Chairman

Attest: _____
Secretary

SEAL

Motion/Second by Ray/Johnson to approve revised Intergovernmental Agreement with the City of Griffin for funding of the Griffin-Spalding Airport Authority. Motion carried by a vote of 4-1 with Commissioner Miller opposing.

- 7. Consider acceptance of grant agreement between Spalding County and the Georgia Department of Transportation to conduct Airport Improvement Project (AIP) AP013-9019-29(255) hereafter referred to as AIP-29, for the purpose of improving the Griffin-Spalding County Airport Infrastructure.

Robert Mohl, Airport Director noted that Airport Improvement Plan (AIP) 29 provides for the replacement of the Airport Beacon Tower & Light, obstruction (trees) removal off approach at the end of runway 14 & an update to the Airport Layout Plan property map.

Commissioner Miller questioned how much was the counties portion. Mr. Mohl advised that the 50/50 split between the City & County was \$3,212.50. FAA's portion of the grant is \$109,104.

Mr. Wilson noted that this expense was included in the FY' 14 budget for the Airport.

Motion/Second by Ray/Johnson to approve acceptance of grant agreement between Spalding County and the Georgia Department of Transportation to conduct Airport Improvement Project (AIP) AP013-9019-29(255) hereafter referred to as AIP-29, for the purpose of improving the Griffin-Spalding County Airport Infrastructure. Motion carried unanimously by all.

- 8. Consider approval of Work Authorization, Number 14, between Spalding County and Michael Baker, Jr., Inc. Consulting Firm (formerly LPA Consulting) to provide administrative services for the acquisition via Federal Land Acquisition Regulations of a parcel of land adjacent to the Griffin-Spalding County Airport.

Mr. Mohl noted that Work Authorization #14 coincides with AIP-29 which provides for the replacement of the Airport Beacon Tower & Light, obstruction (trees)

removal off approach end of runway 14, update to AIP. The contract amount for this project is \$33,090. This is included and paid (90%) via AIP-29 Grant Award from FAA and funded in the current budget, noted Mr. Mohl.

Motion/Second by Gardner/Ray to approve Work Authorization, Number 14, between Spalding County and Michael Baker, Jr., Inc. Consulting Firm (formerly LPA Consulting) to provide administrative services for the acquisition via Federal Land Acquisition Regulations of a parcel of land adjacent to the Griffin-Spalding County Airport. Motion carried unanimously by all.

9. Consider approval of Work Authorization, Number 12, between Spalding County and Michael Baker, Jr., Inc. Consulting Firm (formerly LPA Consulting) to provide administrative services for the acquisition via Federal Land Acquisition Regulations of a parcel of land adjacent to the Griffin-Spalding County Airport.

Mr. Mohl noted that a parcel of land (currently owned by James McLendon; MAC Properties of Griffin, LLC,) had upon it a structure used for multi-family dwelling. The structure was destroyed by fire. Mr. McLendon applied for a permit to rebuild the structure and in that permit process was determined through application of FAA Form 7460 (because of its close proximity to Runway 14-32 of the Griffin-Spalding County Airport) was determined by the FAA to be a Hazard to Safe Navigation of the Griffin-Spalding County Airspace.

Motion/Second by Ray/Flowers-Taylor to approve Work Authorization Number 12, between Spalding County and Michael Baker, Jr., Inc. Consulting Firm (formerly LPA Consulting) to provide administrative services for the acquisition via Federal Land Acquisition Regulations of a parcel of land adjacent to the Griffin-Spalding County Airport. Motion carried by a vote of 4-1 with Commissioner Miller opposing.

10. Consider approval of Intergovernmental Agreement for a firing range at the proposed joint Public Safety Training Center.

Mr. Wilson noted that several months ago a presentation was made to the Board concerning the construction of a Public Safety Training Center Facility with Firearms Training Facility on a portion of the jointly owned Shoal Creek Road C&D Landfill property. The Board was in agreement to move forward with the project to construct the Firearms Training Facility as outlined in the presentation. Furthermore, Mr. Wilson noted that the first step of this project is to clear the land for the future Training Center to provide funding for construction of the Firearms Training Facility. The City of Griffin approved the Timber Management Agreement and the Intergovernmental Agreement at their May 14, 2013.

Chairman Flowers-Taylor questioned if the National Guard would be allow to utilize the training facility. Chief Frank Strickland, Griffin Police Department stated that the he & the Sheriff would both have to agree on letting them utilize the training facility.

Chairman Flowers-Taylor also questioned where the tires were being purchased from. Lt. Darryl Dix, Griffin Police Department stated that all of the tires are being donated and they must be a certain size and in well enough shape to use.

Furthermore, Chairman Flowers-Taylor questioned would there be a significant amount of mosquitos due to standing water. Chief Strickland explained that the tires will touch each other lined by quarter inch telephone poles and they will be packed with sand. He advised that there is no place for water to stand.

Motion/Second by Ray/Gardner to approve Intergovernmental Agreement for a firing range at the proposed joint Public Safety Training Center. Motion carried unanimously by all.

11. Consider approval of Timber Management Agreement with Joel Vinson & Associates for timber harvesting on 55+- acres located at the Shoal Creek Road C&D Landfill. The property is jointly owned by the City and County, hence the three (3) way agreement.

Mr. Wilson noted that agreement is for the sale of timber necessary for the Public Training Facility.

Commissioner Miller questioned how much would be generated from the sale of timber. Mr. Wilson stated that it is estimated that the sale of the timber on the 55+- tract will generate approximately \$50,000, which will be utilized by the City and County for construction of the Firearms Training Facility.

Motion/Second by Gardner/Ray to approve Timber Management Agreement with Joel Vinson & Associates for timber harvesting on 55+- acres located at the Shoal Creek Road C&D Landfill. Motion carried unanimously by all.

12. Consider authorizing transmittal of a letter to the City of Griffin detailing user fees for the 800 Mhz Communication System for FY' 2011, FY' 2012 & FY' 2013 and approval of an Intergovernmental Agreement for future 800 Mhz user fees.

Mr. Wilson explained that these costs are broken down by tower sites. Mr. Wilson stated that general consensus was that the county would compute the costs of the three towers sites needed to run the Open Sky mobile data system (towers most frequently used by the City) and charge the City a user's fee based on actual costs for those 3 towers and the Communications Supervisor's salary, benefits and expenses. Furthermore, Mr. Wilson explained that the three tower sites are Williamson Road, Wild Plum Road & Malier Road. The actual cost based on their pro rata share is \$58,079.89, noted Mr. Wilson. In addition Mr. Wilson noted that there was a preliminary meeting held with himself, Commissioner Ray, City Manager Kenny Smith, City Commissioner Ryan McLemore and City Commissioner Doug Hollberg.

Chairman Flowers-Taylor questioned how is the 800 Mhz contract with the hospital calculated. Mr. Wilson explained that the Board approved a flat fee of \$16.00 per unit, per month for the hospital.

Motion/Second by Gardner/Ray to approve authorizing transmittal of a letter to the City of Griffin detailing user fees for the 800 Mhz Communication System for FY' 2011, FY' 2012 & FY' 2013 and approval of an Intergovernmental Agreement for future 800 Mhz user fees. Motion carried unanimously.

13. Consider request of the Spalding County Victim Service Unit to approve request to continue VOCA (Victims of Crime Act) grant.

Mr. Wilson noted that annually the Victim Service Unites must apply for their VOCA Grant. The state has changed their procedures and now everything is electronic. Official approval of the governing authority is necessary for VSU to apply for the Grant. Once the application has been made for the grant, the final grant documentation will be approved by the Board.

Motion/Second by Ray/Johnson to approve request of the Spalding County Victim Service Unit to continue VOCA (Victims of Crime Act) grant. Motion carried unanimously by all.

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

Mr. Wilson explained that this year end budget amendments are for the purchase of vehicles, machinery, equipment and furniture through the GMA Lease Pool, DOT funding for the 2013 LMIG, JAG Grant proceeds, Homeland Security Grant proceeds and Hospital Authority proceeds.

Motion/Second by Ray/Gardner to approve, on first reading, an ordinance amending the 2013 Budget Ordinance to provide for receipt of grant funds and lease proceeds. Motion carried unanimously by all.

15. Consider establishing a date and time for a joint meeting with the Griffin Housing Authority.

Board consensus to hold joint meeting with the Griffin Housing Authority on June 4, 2013 at 10:00 a.m. at the Spalding County Courthouse Annex.

16. Consider amendment to Spalding County Purchasing Policy to lower the minimum threshold required for bidding from \$10,000 to \$5,000.

Chairman Flowers-Taylor noted that she requested that this item be placed on the agenda because of Commissioner Miller's request during budget hearings. Chairman Flowers-Taylor stated that her concern is that we have multiple vendors doing multiple jobs but the service was not bidded out. She requested that we lower the threshold necessary for professional bidding. Furthermore, Chairman Flowers-Taylor noted that this will provide more business opportunity for local projects and also a more competitive yet cost saving approach.

Mr. Wilson stated that the current policy requires three bids to be obtained for anything between \$5000 and \$10,000. Furthermore, Mr. Wilson noted that at

current, our purchasing agent obtains three bids for any departmental products ordered.

After substantial discussion amongst the Board, the consensus was to hold a workshop to further address this matter.

Board consensus to hold a workshop to review the current purchasing policy, the proposed policy and discuss changes, recommendations and what the Board would like to see in the new policy.

17. Chairman Flowers-Taylor would like to discuss the Expense Sharing Agreement between the City of Griffin, Georgia and Spalding County for a Transportation Planner.

Chairman Flowers-Taylor stated that she has an issue with the fact that the Urban Transportation Planner, Anthony Dukes works on behalf of the City & the County but the City is making it very difficult for him to get his job done. Chairman Flowers-Taylor noted that for Anthony to get anything done he has to go through 2-3 different individuals at the City and then it delays his response and answer time. Furthermore, Chairman Flowers-Taylor stated that the Agreement that she signed was different from what was explained at the initial meeting.

Mr. Wilson stated that the City has “super” department heads which is different from the County having department heads for each department.

Chairman Flowers-Taylor stated that she would like to have this issue address before the contract expires and is to be renewed.

Board consensus to review the agreement prior to expiration.

XI. REPORT OF COUNTY MANAGER

- ♦ **An airport 101 workshop will be held on June 17, 2013 beginning at 4:00 p.m. City Commissioners, County Commissioners & Airport Authority members are encouraged to attend.**

XII. REPORT OF COMMISSIONERS

Miller- None

Gardner- None

Johnson- None

Ray- None

Flowers-Taylor- Congratulated Ricky L. Clark, Jr. for his recent appointment as Vice-President of the Georgia County Clerks Association.

XIII. CLOSED SESSION –

The County Manager requests an Executive Session for the purpose of discussing the appointment, employment, compensation, hiring, firing, disciplinary action or dismissal, or periodic evaluation or rating of a county officer as provided in O.C.G.A. 50-143-3(b).

The County Manager requests an Executive Session to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee in which the county or any officer of employee may be directly involved as provided in O.C.G.A. 50-14-2(1).

Motion/Second by Ray/Gardner to enter Executive Session at 8:16 p.m. for the purpose of discussing personnel and pending or potential litigation. Motion carried unanimously by all.

Motion/Second by Gardner/Flowers-Taylor to adjourn Executive Session at 8:45 p.m. Motion carried unanimously by all.

XIV. ADJOURNMENT

Motion/Second by Gardner/Miller to adjourn at 8:46 p.m. Motion carried unanimously by all.

Chairman

County Clerk

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