



Spalding County online

Board of Commissioners

EXTRAORDINARY SESSION

The Board of Commissioners of Spalding County, Georgia, held their extraordinary session on Thursday, February 21, 2002 in their office in the Courthouse Annex in the City of Griffin, Spalding County, Georgia, beginning at 6:00 o'clock p.m. with Commissioners Martha McDaniel, Merrill Massengale, Dick Morrow, Johnie McDaniel and Michael Kendall present. Also present were County Manager William Wilson, Assistant County Manager Michael Sabine, County Attorney Jim Fortune and County Clerk Phyllis Doane.

Agenda Topics

- I. OPENING (CALL TO ORDER) – Chairman Johnie McDaniel**
- II. INVOCATION - Rev. Randy Valimont – Led by Chairman McDaniel in the absence of Rev. Valimont.**
- III. PLEDGE TO FLAG – Led by County Manager William Wilson**
- IV. PRESENTATIONS/PROCLAMATIONS/RECOGNITION – n/a**
- V. PRESENTATION OF FINANCIAL STATEMENTS**

1. Consider approval of the Financial Statements for the Seven Months Ended January 31, 2002. Ms. Jinna Garrison, Finance Director, was present to answer any questions the Board might have. There was some discussion regarding fines and forfeitures and charges for services. *Upon motion by Commissioner Morrow, seconded by Commissioner Martha McDaniel the Financial Statements were unanimously approved by a vote of 5-0.*

VI. CITIZENS COMMENTS – n/a

VII. PUBLIC COMMENT

Mr. Fred Edwards, 747 Steele Road, addressed the Board regarding an abandoned house on Manley Road west of Patterson Road on the north side of the road. He said that it had been sitting there for almost two years. He said that he had received several complaints about this matter and asked the Board to do something, as it is not good for the Birdie community. He said that he had spoken about this matter with two of the commissioners

several months ago. He was told that the house was going to be burned and then was told that they couldn't get a burn permit.

Commissioner Massengale had spoken with the owner of the property and was told that the house had been donated to the Spalding County Fire Department for a training exercise and they would take care of it. County Manager Wilson was asked to check into this matter and check with Chief Gardner to see if the house was donated to the Fire Department.

VIII. MINUTES

1. Consider approval of the minutes of the Regular Monthly Meeting of February 4, 2002. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the minutes were unanimously approved by a vote of 5-0.*

IX. CONSENT AGENDA – n/a

X. OLD BUSINESS

1. Consider appointments to Boards, Authorities and Commissions as follows:

- District #5 appointment to the Parks and Recreation Advisory Board- 3-year term to expire 12/31/04 – *Commissioner Massengale appointed **Diane Massengale** to fill this vacant seat.*
- Reappointment of Ms. Briddie Kruse to the Keep Griffin/Spalding Beautiful, Inc. – 2-year term to expire 12/31/03 – *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow **Ms. Briddie Kruse** was reappointed to the Keep Griffin/Spalding Beautiful by a unanimous vote of 5-0.*

2. **Lift from the table.** Consider approval of final plat of Autumn Ridge Subdivision Phase II, located off Wilson Road and U.S. Highway 41. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Massengale the item was lifted from the table by a unanimous vote of 5-0.*

Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow final plat of Autumn Ridge Subdivision Phase II was unanimously approved by a vote of 5-0.

XI. NEW BUSINESS

1. Consider Adoption of a Resolution in connection with the issuance of general obligation bonds by the Griffin-Spalding County School System. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the following Resolution was unanimously approved by a vote of 5-0.*

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF SPALDING
COUNTY**

WHEREAS, it appears that on the 18th day of September, 2001, the voters of the Griffin-Spalding County School System (the “School System”) did, at an election called for that purpose, authorize the imposition of a 1 percent sales and use tax for educational purposes (the “SPLOST”) on all sales and uses within the School System, as authorized by Article VIII, Section VI, Paragraph IV of the Constitution of the State of Georgia and Official Code of Georgia Annotated Section 48-8-140 et. seq., and the issuance of Griffin-Spalding County School System General Obligation School Bonds in the aggregate principal amount of \$26,500,000; and

WHEREAS, it appears that the Griffin-Spalding County Board of Education (the “Board of Education”), charged with the duty of managing the affairs of the School System, has sold \$14,000,000 aggregate principal amount of said authorized issue of \$26,500,000, same being designated Griffin-Spalding County School System General Obligation School Bonds, Series 2002 (the “Bonds”), bearing interest from date at the rate per annum set forth below opposite each principal maturity, all interest payable semiannually on February 1 and August 1 in each year, commencing August 1, 2002, and maturing on February 1 in the following years and principal amounts:

<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2004	\$2,430,000	4.00%
2005	2,615,000	4.50
2006	2,780,000	4.50
2007	3,000,000	4.50
2008	3,175,000	4.00

WHEREAS, the School System encompasses all of Spalding County, Georgia (the “County”); and

WHEREAS, the Board of Education has determined that the principal of and interest on the Bonds shall be payable first from the proceeds of the SPLOST received by the School System and, if such proceeds are not sufficient to pay the entire principal of and interest on the Bonds when due, then such unpaid amount shall be payable from a direct annual ad valorem tax, unlimited as to rate or amount, on all property within the School System subject to taxation for school bond purposes sufficient to raise the amounts as hereinafter set forth; and

WHEREAS, proper certificates and recommendations have been made to the Board of Commissioners of Spalding County (the “Board of Commissioners”) that, in the event of the proceeds of the SPLOST received by the School System are insufficient to pay the principal of and interest on the Bonds, a direct annual ad valorem tax for such purpose be levied and it is necessary that the tax to be levied in each year for the purpose of paying the principal of and interest on the Bonds as same mature produce funds to pay the

principal maturing February 1 and the interest maturing February 1 and August 1, in each calendar year.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Spalding County, and it is hereby resolved by authority of the same, that, in the event the proceeds of the SPLOST received by the School System are insufficient to pay the principal of and interest on the bonds, there shall be and is hereby levied a direct annual ad valorem tax upon all the taxable property subject to taxation for school bond purposes located in the County sufficient to provide moneys required to pay the principal of and interest on the \$14,000,000 (of an authorized issue of \$26,500,000) aggregate principal amount of Griffin-Spalding County School System General Obligation School Bonds, Series 2002, as follows:

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
August 1, 2002	\$ -0-	\$ 300,987.50	\$ 300,987.50
February 1, 2003	-0-	300,987.50	300,987.50
August 1, 2003	-0-	300,987.50	300,987.50
February 1, 2004	2,430,000	300,987.50	2,730,987.50
August 1, 2004	-0-	252,387.50	252,387.50
February 1, 2005	2,615,000	252,387.50	2,867,387.50
August 1, 2005	-0-	193,550.00	193,550.00
February 1, 2006	2,780,000	193,550.00	2,973,550.00
August 1, 2006	-0-	131,000.00	131,000.00
February 1, 2007	3,000,000	131,000.00	3,131,000.00
August 1, 2007	-0-	63,500.00	63,500.00
February 1, 2008	<u>3,175,000</u>	<u>63,500.00</u>	<u>3,238,500.00</u>
Total	<u>\$ 14,000,000</u>	<u>\$2,484,825.00</u>	<u>\$16,484,825.00</u>

which moneys are hereby irrevocably pledged and appropriated to the payment of the principal of and interest on the Bonds at maturity. Said moneys shall be collected by the Tax Commissioner of Spalding County in each year and shall be paid into a debt service fund to be maintained for and applied to the payment of the principal of and interest on the Bonds at maturity, and provision to meet the requirements of this resolution shall be made annually hereafter so that the Griffin-Spalding County School System General Obligation School Bonds, Series 2002, including both principal and interest, shall be full paid on February 1, 2008.

BE IT FURTHER RESOLVED that all orders and resolutions, or parts of orders and resolutions, in conflict with this resolution this day passed be, and the same are, hereby repealed.

SO ADOPTED this February 21, 2002.

2. Consider approval for new Alcoholic Beverage License for 2002 Retail Package Store, Beer and Wine License for the following:

- Pyush R. Patel – A & H Food & Gas, Inc. d/b/a Coles Corner – 7051 Newnan Road.

Upon motion by Commissioner Morrow, seconded by Commissioner Martha McDaniel Alcoholic Beverage License was approved by a vote of 4-1 with Commissioner Johnie McDaniel voting against the motion.

3. Consider request from Pastor Jerome Garland for “The Eagles Project”. The request was for the Board of Commissioners to authorize the Chairman to sign a Letter of Consent, giving approval for Community Ministries, Inc. to be a direct recipient of grant funds from the Governor’s Children and Youth Coordinating Council and funds to be used in their program for the betterment of the youth in our community. A letter from William B. Doss, Acting Chairman, Spalding County Collaborative Authority For Families and Children, Inc supported the request.

Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow request to apply for grant and receive the funds directly was unanimously approved by a vote of 5-0.

4. Consider a one-year Lease Agreement between Spalding County and Divine Faith Ministries, Inc. for property known as 843 and 845 Memorial Drive. *Upon motion by Commissioner Morrow, seconded by Commissioner Martha McDaniel Lease Agreement was unanimously approved by a vote of 5-0.*

5. Consider at first reading the following ordinances amending the FY 2002 Budget Ordinance:

- To provide for grant proceeds received for the Sheriff's Victims Assistance program.
- To provide for improvements to Green Valley Road North and Green Valley Road South.
- To provide for the purchase of fire safety house through Hospital Authority Grant.

*Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the three above budget ordinances were unanimously approved by a vote of 5-0 at first reading. **The ordinances will be incorporated into the minutes on second and final reading.***

6. Consider Georgia Emergency Management Agency Statewide Mutual Aid and Assistance Agreement with Spalding County. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Massengale the GEMA Statewide Mutual Aid and Assistance Agreement was unanimously approved by a vote of 5-0.*

GEORGIA EMERGENCY MANAGEMENT AGENCY STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

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

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

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

- (1) "Agreement" means this agreement, sometimes called the "Statewide Mutual Aid

Agreement."

(2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this agreement during an emergency or disaster.

(3) "Assisting Party" means a Participating Party that provides assistance pursuant to this agreement during a disaster or emergency.

(4) "Authorized Representative" means a Participating Party's employee who has been authorized in writing by that party to request, to offer, or otherwise to provide assistance or an employee of the Georgia Emergency Management Agency designated by its Director under the terms of this agreement.

(5) "Participating Parties" means the several counties and municipalities of this State or combinations thereof that have become parties to this agreement by their approval and execution of this agreement.

(6) "Requesting Party" means a Participating Party that requests assistance pursuant to this agreement during a disaster or emergency.

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

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

ARTICLE II GENERAL PURPOSE

The purpose of this agreement is to provide for mutual assistance between the Participating Parties in managing any emergency or disaster that is duly declared by the governing authority of any political subdivision that is a Participating Party whether arising from natural disaster, technological hazard, man-made disaster, civil emergency aspects of resource shortages, community disorders, insurgency, or enemy attack

ARTICLE III ACKNOWLEDGEMENT OF PRINCIPLES

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

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

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

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

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

(1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material.

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(6) Whenever a Participating Party declares a local emergency and such disaster or emergency is too great to be dealt with unassisted, for which a state of emergency has been declared, the Director of Emergency Management for such Participating Party or his/her authorized representative may request assistance from another Participating Party by contacting the Director of the Georgia Emergency Management Agency, the provisions of this agreement shall only apply to requests for assistance made by and to authorized representatives. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, and search and rescue

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed.

(3) The specific place and time for staging of the assisting party's response and a point of contact at that location

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

ARTICLE V
LIMITATIONS

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

Emergency forces will continue under the command and control of their supervisors, but the organizational units will come under the operational control of the emergency services authorities of the Requesting Party unless the Director of GEMA or his/her authorized representative approves an alternative. These conditions may be activated as needed, in any disaster or

emergency for which a state of emergency has been declared and shall continue so long as the state of emergency or disaster remains in effect or loaned resources remain in the Requesting Party's jurisdiction(s), whichever is longer.

ARTICLE VI LIABILITY AND IMMUNITY

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

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

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

ARTICLE VII RIGHTS AND PRIVILEGES

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

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b) the Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the chief fiscal officer of the Requesting Party. The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the

rendition of the aid and shall defray the actual traveling and maintenance expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Party's personnel under the terms of the Georgia Workers Compensation Act. The term "employee" as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

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

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

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

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

ARTICLE IX IMPLEMENTATION

(a) This agreement shall become operative immediately upon its approval and execution by the Georgia Emergency Management Agency and any two political subdivisions of this State; thereafter, this agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision

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

(c) Copies of this agreement shall, at the time of their approval, be deposited with each of the Participating Parties and with the Georgia Emergency Management Agency

ARTICLE X GEORGIA EMERGENCY MANAGEMENT AGENCY

GEMA shall act as the coordinating entity under this agreement Nothing herein shall limit any authority of the Governor or the Director of the Georgia Emergency Management Agency under

articles I, II, or III of Chapter 3, Title 38, Official Code of Georgia Annotated. In the event the Governor should declare a State of Emergency. any and all provisions of this agreement which may conflict with actions taken pursuant to such declaration shall be superseded by any such act or actions.

ARTICLE XI
TERM OF AGREEMENT

This agreement shall expire on January 7, 2012. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent ten-year term shall extend the term of this agreement for ten years. Each ten-year extension shall constitute a separate agreement,

ARTICLE XII
VALIDITY

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

Agreed

(L.S.) Gary McConnell
Director of Georgia Emergency
Management Agency

SPALDING COUNTY

(L.S.) Johnie A. McDaniel
Chairman

7. Consider at first reading an ordinance amending the Spalding County Code relative to reduction of speed limit on a portion of Rover-Zetella Road. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow first reading was unanimously approved by a vote of 5-0. **The ordinance will be incorporated into the minutes on second and final reading.***

8. Consider approval of proposed grant funds from Griffin-Spalding County Hospital Authority to the Spalding County Board of Health. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Massengale the following grant funds were unanimously approved by a vote of 5-0.*

Spalding County Board of Health (prescription drugs)	\$28,000
Spalding County Board of Health (flu shots)	10,000
Spalding County Board of Health (Dental Program)	119,000

9. Discuss Chamber of Commerce's formation of Community Needs Committee. County Manager Wilson stated that there was a meeting held by the Chamber of Commerce on February 11, 2002 with Chairman's of the City and County Commissions, School Board and Development Authority as well as City and County Managers, School Superintendent and Executive Director of the Development Authority and Adam Hazell with McIntosh Trail to discuss and present ideas on the problems they felt were plaguing

our community and how to address these problems. The Chamber of Commerce would like to take the lead on this project and asked for support from the different Boards represented to allow them to address our community's needs through this committee in lieu of through the Long Range Planning Committee.

Motion made by Commissioner Martha McDaniel to support this concept and authorize County Manager Wilson and Chairman McDaniel or his designee to attend these meetings. Commissioner Morrow seconded the motion and motion was unanimously approved by a vote of 5-0. Commissioner Morrow stated that he would be glad to continue serving as Chairman McDaniel's designee until he was able to attend the meetings himself. Commissioner Martha McDaniel stated she would like to be alternate two if neither the Chairman or Commissioner Morrow could not attend.

10. Consider disposal of equines currently in custody of Spalding County Animal Control by means of sealed bid. *Motion made by Commissioner Martha McDaniel to dispose of the horses by means of sealed bid. Commissioner Morrow seconded the motion and motion was unanimously approved by a vote of 5-0.*

11. Consider resolution expressing continued support for Atlanta-Griffin-Macon commuter rail service. *Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the following Resolution was unanimously approved by a vote of 5-0.*

BOARD OF COMMISSIONERS
SPALDING COUNTY, GEORGIA

Resolution

A Resolution relative to the importance of commuter rail to the Atlanta-Griffin-Macon corridor as well as to the entire South Atlanta Metro area

WHEREAS, the Georgia Regional Transportation Authority, the Georgia Department of Transportation, and Georgia Rail Passenger Authority have worked in conjunction since late 1999 to develop and implement commuter rail services along the Atlanta-Griffin-Macon corridor; and

WHEREAS, the efforts were the continuation of work begun by the Georgia Rail Passenger Authority since its advent in the mid-1990's; and

WHEREAS, the Board of Commissioners of Spalding County has stated its strong support of the efforts of these three entities on several occasions; and

WHEREAS, the Board of Commissioners is concerned that this important project may be unnecessarily delayed due to a reported impasse in negotiations between the Norfolk-Southern Railway and the State of Georgia; and

WHEREAS, the continued vitality of the entire South Atlanta Metro area beyond the Atlanta-Griffin-Macon rail corridor depends on adequate transportation options and alternatives to serve existing communities as well as anticipated growth in, and adjacent to, these communities.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Spalding County that the Board reiterates its strong support for commuter rail service along the Atlanta-Griffin-Macon corridor, and the continued desire that this service must be implemented at the earliest possible date.

BE IT FURTHER RESOLVED that a copy of this resolution be transmitted to the Governor of Georgia, the President of the Norfolk-Southern Railway, and to the cities and counties located along the Atlanta-Griffin-Macon corridor.

XII. REPORT OF COUNTY MANAGER

County Manager Wilson advised the Board that there would be an item on the next agenda regarding the sale of timber for the expansion of the C&D Landfill, which is operated by the City of Griffin.

County Manager Wilson commented that he had received correspondence from a Board of Education member asking for support of bus shelters and that the county make this a requirement in the Subdivision Ordinance for new developments. The Board was not interested in asking Planning Commission to consider this as they felt it should be on a volunteer basis.

County Manager Wilson stated that Janice Saylor, University of Georgia, would facilitate the Commissioners' Retreat and she would be available for March 16th and April 27th. The retreat would be held in the Spivey Boardroom at Clayton State College. The members of the Board had no problem with the retreat being March 16th.

County Manager Wilson stated of interest to the Board that we recycled 486,207 pounds of newspapers last year and 139,686 pounds of magazines.

County Manager Wilson discussed with the Board the interest of Sheriff Stewart in obtaining reimbursement for mandate training for employees who go to work for other law enforcement agencies.

County Manager Wilson stated he had received correspondence from Parks and Recreation Director Louis Greene advising of ways to cut the budget where some line items have exceeded their totals. One is not filling the two vacancies and the other one is not to allow the lights to be turned on, on the fields in pre-season for practice or tournaments and also not line the fields on Saturdays. The memo went on to say that the Associations have stated they would be willing to pay the cost for the lights for pre-season use of the fields. The cost would be \$10.00 per hour for 24 or less fixtures and \$15.00 per hour for 25 or more. The Board had no problem with these measures to keep the budget in line.

County Manager Wilson stated that he had received correspondence from Attorney John Cogburn regarding the investment program of the Griffin-Spalding County Hospital Authority. He asked for input from County Attorney Jim Fortune and City Attorney Drew Whalen on investment option for the funds of the Hospital Authority.

XIII. REPORT OF COMMISSIONERS

Commissioner Kendall addressed the Hospital Authority also. He said that County Attorney Fortune definitely needs to get a copy of the statements from Wachovia Bank and take a look at those investments as he is not comfortable with it at all. He said that some of this money is still invested in a way that he feels is not in confines with the statute. He said the Hospital Authority wants to go back to the legislature and see if they can redraft the statute for the “legal investments” expanded.

Commissioner Kendall stated that there was a special meeting this past Tuesday of the Hospital Authority to talk about which direction the Authority is going in. He said that there had been a study done several years ago regarding health care needs and the prioritization thereof. He said they were trying to find it and grade it and update it to determine what the priorities are.

Commissioner Massengale had no comments.

Commissioner Martha McDaniel had no comments.

Commissioner Morrow addressed proposed subdivisions to come up in the near future. He said that a developer was wanting to put 155 homes on 96 acres off Highway 92 under the R-5 zoning and excluding R-5 zoning from the conservation subdivisions left a loop hole and he would hope that Planning & Zoning Board would begin to address this.

Commissioner Morrow stated that he had a meeting with one of our local surveyors and he brought up two suggestions he would like to pass on. The first suggestion is to have limited driveway access on through county roads. He said that he feels we need to look at limiting driveways per 1,000 ft. to keep from clogging our arterial roads. The second suggestion is to have 40 ft. right-of-way donated on dirt roads when houses are built to keep from going through the expense and difficulty when paving the road. He felt that before issuing a building permit right of way should be donated to the county.

Commissioner Johnie McDaniel commented that the Board discussed changes to the Noise Ordinance at their last meeting and they were asked by County Attorney Fortune to write down changes they would like to see made and give them to him; however, none of the members had done this. He asked the members to get these to Mr. Fortune and this item would be placed on the March 18, 2002 agenda.

XIV. CLOSED MEETING – n/a

XV. ADJOURNMENT

Upon motion by Commissioner Martha McDaniel, seconded by Commissioner Morrow the meeting was unanimously adjourned at 7:23 p.m.

County Clerk

Chairman

Please send comments to webmaster@spaldingcounty.com
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